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WISCONSIN EMPLOYMENT  
RELATIONS BOARD

Interest Arbitration	*	
	*	
of	*	
	*	
PORTAGE COUNTY	*	
	*	
and	*	ARBITRATION AWARD
	*	
OFFICE AND PROFESSIONAL EMPLOYEES	*	
INTERNATIONAL UNION, LOCAL 95, AFL-CIO	*	Decision No. 25654-A
	*	
re	*	
	*	
WERC Case 69, No. 40102	*	
Interest Arbitration-4779	*	
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INTRODUCTION

The Office and Professional Employees International Union, Local 95, AFL-CIO, hereinafter called the Union, and Portage County, hereinafter called the County, exchanged proposals on October 20, 1987 for a new agreement covering the period January 1, 1988 through December 31, 1989. After five attempts to reach agreement, the County filed a petition for arbitration. A staff member of the WERC conducted an investigation and determined that the parties were at impasse. Final offers were submitted by August 22, 1988 and the parties selected the undersigned arbitrator from a WERC panel. The arbitrator was appointed by the WERC on September 26, 1988 and held a hearing on October 19, 1988. Post hearing briefs were received by the arbitrator on November 20, 1988. Appearing for the County was Philip H. Deger, Personnel Director, Portage County; appearing for the Union was Michael Salmon, Business Representative of Local 95, OPEIU.

ISSUE

The parties reached agreement on all matters covering the sixty employees in the bargaining unit except for the matter of an additional wage adjustment

for the seven employees of the Commission on Aging (presently called the Department of Aging and identified in this opinion and award as the COA). Under both offers, these seven employees would receive three percent wage increases on 7/1/88, 1/1/89 and 7/1/89. The Union proposes that on the last day of the contract, December 31, 1989, the seven COA employees receive an additional adjustment to bring the wages of these jobs to the level recommended by the Professional Advancement Committee in the summer of 1987. Wages for these seven COA jobs under the County and Union final offers are:

<u>JOB TITLE</u>	<u>COUNTY</u>	<u>UNION</u>
Nutrition Director	\$10.83	\$11.96
Senior Center Director	10.25	11.96
RSVP Director	9.57	11.96
Foster Grandparent Program Coordinator	9.27	11.30
Benefits Advocate	8.60	10.38
Outreach Worker	8.98	10.38
Holly Shop Manager	7.39	9.59

#### COUNTY & UNION ARGUMENTS

The Union claims that the cost of this adjustment during the period that this award covers is \$99.68 (Union Brief, p. 6) over the amount under the County proposal because the higher rates will be paid for only one day during the two years. The County annualizes the difference and arrives at a difference of \$19,046 between the offers (calculated from County Exhibit 74).

The County reviews its position against each of the criterion set forth in Wis. Stats. 11.70(4)(cm)7 in support of its claim that its offer is more reasonable than that of the Union. The critical questions, as seen by both the County and the Union are the external and internal comparisons and bargaining history. The County claims that external comparisons support its position and that internal comparisons of COA employees with employees of the Community Services Department relied on by the Union are seriously flawed.

The Union claims that the relevant external comparables support its position rather than that of the County. The Union contends that the Joint Management/OPEIU Members Committee recommended that the wages of the COA employees be made equal to equivalent positions in the Community Human Services Department. The County notes that the Committee stated that the "following are recommendations only. We expect that the bargaining committee will now discuss these issues." (County Brief, p. 3).

The County and the Union differ somewhat in the emphasis that each gives to the bargaining history. The County contends that its former Personnel Manager negotiated a tentative agreement with the Union that was ratified by the County Personnel Committee but was rejected by the Union and that the second contract package negotiated by the current Personnel Manager was accepted by the Union but was rejected by the County (County Brief, p. 4). The Union contends that the first package was not agreed to by the Union's bargaining committee but that because it was presented to the Union on a take it or leave it basis, it took the offer back to its membership even though the proposal "in no way represented a meeting of the minds." (Union Brief, p. 9).

#### DISCUSSION

The evidence on external comparables relied upon by the County was compiled and presented by Pat Stade, Director of the Department of Aging. She warns, however, that counties organize differently and staff responsibilities may therefore differ. In her review of external comparables, she identified those that seemed to her to be most comparable to Portage County. The Union also relied upon these comparables in its brief so the arbitrator accepts them as the basis for determining which final offer seems more reasonable in so far as external comparisons are concerned.

The comparisons showed for the seven positions in question that Portage County paid substantially less than the average for four positions, substantially more for one position and that there were no comparables for the seventh position (See Union brief p. 2 and County Exhibits.p. 61-67). The arbitrator believes that the wide range in pay rates at the various counties reinforces Stade's warning that job content for the same function may vary widely from county to county depending on how the duties are organized. With this in mind, the arbitrator finds that the external comparisons favor the Union proposal but does not give controlling weight to this comparison.

The arbitrator's review of the bargaining history persuades the arbitrator that the Union is more right than the County. First of all, the final offer of the County does not conform in certain important respects to the offer that it claims was ratified by the County but turned down by the Union membership. In the initial offer the County agreed to act upon the classification plan of the Joint Management/OPEIU Member Committee "prior to October 1, 1989 for possible implementation on January 1, 1990." with costs to be charged to the subsequent contract. In effect, the Union final offer carries out this program although it implements it one day earlier than would occur under the County proposal.

Another significant difference between the final offer of the County and the proposal that was ratified by the County Personnel Committee and rejected by the Union membership is the wage offer. Under the earlier proposal COA employees would have received 3% increases on 1/1/88 and 1/1/89 and individual inequity adjustments on 12/31/89. The Final offer of the County would delay the first increase for six months and would grant an additional 3% increase on 7/1/89 instead of the inequity adjustment on the final day of the contract.

The arbitrator is persuaded that the bargaining history favors the choice of the Union final offer. That offer is the offer made by the current Personnel Manager of the County that was accepted by the Union membership but rejected by the County Personnel Committee. The arbitrator agrees with the County that this fact is not by itself sufficient reason to select the Union offer, however, the arbitrator believes that it is one factor to be weighed with the others and that it clearly favors the selection of the Union proposal.

The arbitrator turns next to the internal comparables. The County is correct when it states in its brief that the Union did not explain at the hearing how the COA positions compared to positions in the Community Human Services Department. It is fortunate that the Union did not introduce testimony about each COA job and how it compared with jobs in the Community Human Services Department. If it had done so, the hearing would have been an extended one because the parties would have had to review the position classification plan developed by the joint committee and the arbitrator would have had to determine whether the committee had slotted jobs properly under the plan. The arbitrator believes that it is sufficient to show that there was an agreed upon evaluation plan that would cover jobs in both departments and agreement on the slotting of jobs under the plan and an agreed recommendation to the bargaining committees of the parties.

The County also points out that college degrees are not required in all COA positions. The arbitrator notes that a degree is required for five of the seven jobs and that the two jobs which do not require degrees are slotted in the lowest grade of the compensation plan. The arbitrator could not determine from the exhibits whether there were positions in the Human Services Department

slotted in Labor Grade 1 which also did not require degrees. Therefore the arbitrator does not find this argument to be determinative.


The arbitrator finds therefore that, all factors considered, the Union final offer is preferable to the County offer under the criteria in the relevant Wisconsin Statute. In particular, the bargaining history, internal comparison with the Community Human Services Department and the most comparable comparisons of the external comparables favor the selection of the Union offer.

Finally, as the arbitrator has already noted in his discussion of the County's earlier offer, the County proposed that costs of implementing the joint committee's recommendations be applied to the contract commencing January 1, 1990. The selection of the Union final offer in this dispute does not move the prospective cost of the December 31, 1989 adjustment into the 1988-1989 period except for the cost of that final day of the contract when the adjustment becomes effective.

#### AWARD

With full consideration of the criteria listed in the statute, the arbitrator selects the final of the Union for the reasons listed above and hereby orders that it be implemented.

11/25/88  
November 25, 1988

  
James L. Stern  
James L. Stern  
Arbitrator