Interest Arbitration of MARATHON COUNTY and MARATHON COUNTY PROFESSIONAL SOCIAL SERVICE EMPLOYEES UNION, LOCAL 2492A, AFSCME COUNCIL 40, AFL-CIO re WERC Case 148, No. 42014 INT/ARB 5219	ARBITRATION AWARD Decision No. 26028-A

INTRODUCTION

Negotiations between Marathon County, hereinafter called the County, and Marathon County Professional Social Service Employees Union, Local 2492A, AFSCME Council 40, AFL-CIO, hereinafter called the Union, commenced on October 12, 1988. Failing to reach agreement, the Union filed a petition for arbitration on April 7, 1989 pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. An investigation was conducted by a WERC staff member on May 17, 1989 who found that an impasse existed and received final offers on that date. The WERC issued an order for arbitration dated May 30, 1989 along with a panel of arbitrators. The parties notified the WERC of their selection and in an order dated July 10, 1989, the WERC appointed the undersigned as the arbitrator in this dispute.

The arbitration hearing was held on November 3, 1989. Appearing for the County was Dean R. Dietrich, Attorney of Mulcahy & Wherry; appearing for the Union was Phil Salamone, Staff Representative of AFSCME Council 40. Exhibits and testimony were presented at the hearing. Post hearing briefs were exchanged through the arbitrator on December 18, 1989. Rebuttal briefs were received by the arbitrator by February 6, 1990.

ISSUES

Final Offer of the County:

Increase salaries by 3% for 1989 and provide a 2% increase for 1/1/90 and a 2% increase on 7/1/90.

Final Offer of the Union:

Effective 1/1/89 -Increase all wages by 5.4%. Effective 1/1/90, increase all wages by 5%.

Effective 3/28/89 increase travel reimbursement mileage to 22 cents per mile.

DISCUSSION

Comparables:

The County relied on the comparables which it had proposed and which had been selected by an arbitrator in an 1981 arbitration case. The Union

relied on comparables used by the County in 1988 to readjust the salaries of department heads. In this dispute, the County comparables were all of the counties contiguous to Marathon County (Wood, Portage, Waupaca, Shawano, Langlade, Lincoln, Taylor and Clark) plus the neighboring counties of Price, Chippewa and Eau Claire. The Union comparables, based primarily on population and equalized value, were Eau Claire, La Crosse, Outagamie, Racine, Rock, Washington, Kenosha, Sheboygan, Fond Du Lac and Winnebago.

The County argues that this arbitrator should not upset the pattern of comparables set by Arbitrator Kirkman in the 1981 dispute between the County and the Union (WERC Case L, No. 27464, MED/ARB-1027, Decision No. 18615-A). In that instance, the arbitrator had to choose between the Counties noted above on which the County still relies and the twenty largest counties in the State on which the Union relied primarily. This arbitrator believes that significance differences exist in this dispute which warrant a review of the comparables historically relied upon.

First of all, the County, in its 1988 determination of fair salaries for its department heads, used population size and equalized valuation as the basis for selecting comparables (See Er. Ex. 55 & Un. Ex. 9A). Second, in this dispute the Union does not rely upon the largest twenty counties as it did in 1981 but instead accepts the criteria and counties used by the County in 1988. This arbitrator believes that these changes are sufficiently important to warrant the adoption of different criteria than those used in the 1981 dispute.

Therefore, this arbitrator concludes that, under criteria "e" in Section 111.70(4)(cm)(7) of the statute, comparables reflecting size as well as proximity should be used in this dispute. The arbitrator shares the reservation voiced by the County Personnel Director to the effect that Racine and Kenosha Counties should be excluded from the list of comparables because of their different economic environments and their location in south eastern Wisconsin. Also, this arbitrator believes that counties close to Milwaukee or Madison should be excluded because of the influence of those large metropolitan areas and therefore excluded Washington County. On the same grounds (economic environment and location) it can be argued that Rock and Sheboygan could also be deleted.

Likewise, on grounds of size, the arbitrator has deleted the seven smallest counties on the 1981 list of comparables. Their average population is about 28,000 and they range in size from approximately 16,000 to 45,000, that is, from about one seventh to less than one half of the 112,800 population of Marathon County (County Exhibit 31). Counties that much smaller than Marathon County are likely to have a far smaller total number of public employees with the resulting differences that one usually finds between small and large employers.

For the purpose of determining the relative ranking of social workers, the arbitrator constructed a panel of comparables consisting of the four larger nearby counties used in the 1981 dispute (Chippewa, Eau Claire, Portage and Wood) and four of the closer counties that are

comparable to Marathon County on the basis of population and equalized value (Winnebago, Outagamie, Fond Du Lac and La Crosse). The arbitrator does not regard this list of comparables as "untouchable," to be honored by the parties in all future disputes. The arbitrator finds only that the original list of comparables needs to be revised in order to meet the needs of the parties and suggests that they develop such a list jointly rather than have them determined by an arbitrator.

For this dispute, however, the arbitrator has determined that the appropriate comparables are the eight counties listed in the preceding paragraph, four drawn from the comparables cited by the County and four drawn from the comparables cited by the Union.

External Comparables:

Essentially, the following table shows that the County starting rate in 1989 for the Social Worker I job is in the middle of the pack with four counties below it and four above it. The picture is different, however, at the maximum for the Social Worker II job as the County ranks next to last. It is interesting to note that the ranking under the Union offer is the same as the ranking under the County offer.

SOCIAL WORKER ANNUAL SALARY COMPARISON

COUNTY	1989 SOCIAL WORKER I MIN. $	RANKING	1989 SOCIAL WORKER II MAX. $	RANKING	% INCREASE '89 - '90
Chippewa	$20,218	4	$27,414	3	3 %
Eau Claire	20,509	3	24,523	6	N.S.
Portage	21,590	1/2	24,877	5	N.S.
Wood	18,720	9	24,170	10	N.S.
La Crosse	21,590	1/2	26,104	4	N.S.
Outagamie	18,450	10	24,170	7	N.S.
Fond du Lac	19,302	7	27,664	2	3&1/2%
Winnebago	19,011	8	30,077	1	4 %
Marathon:					
County	19,577	6	22,599	9	2% + 2% (7/1/)
Union	20,033	5	23,126	8	5 %

Note: Annual salaries for the first four counties listed above are taken from County Exhibits 69 and 70. Annual salaries for the last four counties are derived from Union Exhibits 11C and 11D by multiplying the hourly wage shown by 2080 hours. The Chippewa '90 increase is taken from County Exhibit 48A. The Fond du Lac and Winnebago '90 increases are calculated from Union Exhibits 11C and 11D.

- - - - - - - -

The Union did not furnish the arbitrator with the 1988-1989 salary increases granted in La Crosse, Outagamie, Fond du Lac and Winnebago counties. However, County Exhibit 69 shows that the increases in '88-'89

for the Social Worker I job in Chippewa, Eau Claire, Portage and Wood counties were approximately 3%, 3.9%, 4% and 3% respectively. The final offer of the County would raise the Social Worker I salary by 3% while the final offer of the Union would raise it by 5.4%

From the above data about external comparisons and settlements, the arbitrator concluded that, so far as external comparisons are concerned, the County offer meets the criteria in the statute better than the Union offer. The County increase is more in line with increases by comparables. The Union argument for the larger increase based on catch up is not persuasive when the Social Worker I minimum is used as the bench mark. Under the County offer, as well as under the Union offer, the County salary is in line with the salaries of the comparables selected by the arbitrator and therefore does not demonstrate a need for catch up.

The argument for catch up at the maximum of the Social Worker II is substantial. If the statutory procedure did not require this arbitrator to select one or the other final offers, he believes that he would have fashioned an offer improving the maximums of the Social Worker II and III classifications, similar in structure, perhaps, to those that the County adopted in the Sheriff's and Parks' departments discussed below.

Internal Comparables:

County Exhibit 50 lists eleven groups of County employees, four of which had not settled, including two professional groups currently in arbitration before this arbitrator. County Exhibit 51 shows that six of the seven that had settled, did so for 3% in 1989 and 2% on 1/1/90 and 2% on 7/1/90. A revised pay structure was instituted for the seventh unit, covering the deputy sheriffs. According to County Exhibit 50 and 51, the total population of the six units which settled for the three, two/two pattern was 549 with 110 not settled and one unit of 50 employees with a new pay system.

The Union claims that the Deputy Sheriff settlement and the Park Department settlement broke the 3 and 2 plus 2 pattern and that the professional employees also should be freed from an unfair pattern. According to Union Exhibits 6A,B,C and E, 39 of the 47 employees in the Deputy Sheriff Unit received increases over and above the 3 and 2 plus 2 increases received by other employees---11 Detectives received an additional 8% increase effective July 1, 1989, and 28 Deputies received an extra 5% increase also effective July 1, 1989. Under the contract in effect prior to 1989, the only two classifications in the unit were Detective and Deputy Sheriff; under the new contract there are four classifications --- Detective, and Deputy Sheriffs I, II and III. The Union calculates that the effect of these restructuring pay increases the average salary of members of that unit by 5.4% in 1989 and 5.3% in 1990 (See Union Exhibit 6F).

Similarly, the Union contends that the majority of the employees in the Park Department received increases over and above the 3% and the 2% plus 2% increases. From Union Exhibits 5A and 5B (and 6C from the companion dispute INT/ARB 5221) the arbitrator determined that, of the 32

employees, four employees received an additional increase of 52 cents per hour effective July 1, 1990, and fifteen employees received an additional increase of 26 cents per hour effective July 1, 1990. In both cases, the timing of the extra pay means that the increase is effective for only one-fourth of the '89 and '90 contract.

The arbitrator does not find that the classification adjustments in the Deputy Sheriff and Park Departments provide sufficient grounds for a general increase for the social workers. Nor does the magnitude of the adjustments made for eleven of the twenty two department heads persuade this arbitrator that the professional social service workers deserve an across the board increase of 5.4% as proposed by the Union.

It is clear that the County has raised the upper end of the wage scale relative to the bottom in the Deputy Sheriff and Park Departments and thereby created a greater opportunity for increases for workers in those two units. And, as the arbitrator has already said, he believes that external comparisons warrant such an increase for the Social Services Department maximums as well.

However, the arbitrator does not believe that the special one-time extra increases for 58 of the 599 employees who have settled, warrants an across-the-board increase for the Social Services Department in excess of the 3% and 2% plus 2% pattern. It is clear that there is such a pattern and that with the exceptions noted above, all unit settlements reflected that pattern.

Other Criteria:

The arbitrator considered the other criteria listed in the statute and the arguments of the County and the Union as they applied to the other criteria. The arbitrator notes also that the County claim that its fringes are equal or superior to those of its comparables is not challenged by the Union. The arbitrator found, however, that the essential elements of the dispute were the choice of external comparables, the extra increases given to some employees in other units and the standing of the social workers relative to the salaries received by social workers in comparable units and has made his decision based upon his findings relative to those points.

Mileage:

The arbitrator makes no findings on the mileage issue because it is relatively unimportant compared to the wage issue which is determinative in this dispute regardless of the merit of the Union or County position on the mileage issue.

AWARD

With full consideration of the testimony, exhibits and arguments of the County and the Union, the arbitrator finds for the reasons explained above that the County offer is preferable under the statutory criteria to the Union offer. Therefore, the arbitrator selects the County offer and orders that the predecessor agreement be amended by inclusion in it of the County final offer and the stipulations agreed to by the County and the Union.

2/26/90
February 26, 1990

James L. Stern
Arbitrator