

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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FEB 26 1990
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition
of the
BROWN COUNTY SOCIAL SERVICES
PROFESSIONAL EMPLOYEES ASSOCIATION

Case 400
No.42353 INT/ARB-5274
Decision No. 26180-A

To Initiate Arbitration Proceedings
Between the Petitioner and

BROWN COUNTY
(Department of Social Services)

I APPEARANCES

For the Professional Employees Association
Karen Anthony, Prof. Assoc. Member
David R. Brumer, Assoc. Vice Pres.
Nina L. Teske, Assoc. Secty.
Julie Van Klouster, Assoc. Pres.
Julie A. Weinbeiger, Prof. Assoc. Member
Fred Mohr, BCDSS Assn, Representative

For Brown County
Ken Bukowski, Brown County Corporation Counsel
Bill Miller, Social Services Department
Jeff Schiebel, Social Services Department
Jerry Lang, Brown County Personnel Director

II BACKGROUND

On June 14, 1989, the Brown County Social Services Professional Employees Association, hereinafter called the Association, as the exclusive bargaining unit representative for all professional social workers in Brown County filed a petition alleging an impasse existed between it and Brown County (Department of Social Services), hereinafter called the County. The Association which has been, and is, the exclusive bargaining agent, requested the Wisconsin Employment Relations Commission to initiate Arbitration pursuant to Sec.111.70 (4)(cm)6 of the Municipal Employment Relations Act. The parties exchanged initial proposals on August 28, 1988, on a successor agreement and met on seven occasions in efforts to reach accord.

On May 4, 1989, a member of the Commission's staff conducted an investigation into the matters still at impasse. Finding the parties still deadlocked, the parties waived the investigation meeting pursuant to the interest-arbitration hearing. The parties submitted their final offers on issues in dispute, stipulations of all matters agreed upon, and authorizations for non-resident arbitration panel members to the investigator. The Commission staff investigator notified the parties the investigation was closed, and notified the Commission the parties remained at impasse. Subsequently, the Commission rendered a FINDINGS OF FACT, CONCLUSIONS OF LAW, & CERTIFICATION OF RESULTS OF INVESTIGATION and an ORDER requiring implementation of Mediation/Arbitration. The parties

selected Donald G. Chatman as Mediator/Arbitrator on October 23, 1989.

III PROCEDURE

A presumptive mediation meeting was held in the offices of Brown County, 305 E. Walnut St., Green Bay, Wisconsin, on Monday December 11, 1989. The parties were unable to reach agreement and the mediation meeting was closed. An arbitration hearing ensued thereafter. At this hearing all parties were given full opportunity to present their testimony, evidence, and proof, to present witnesses and to engage in their examination and cross-examination. The parties elected to present their final arguments in the form of written briefs, to be sent and simultaneously exchanged on January 12, 1990. The Hearing was adjourned at 2:30 p.m. on December 11, pending receipt of the final arguments. The briefs were received on January 12, 1990, and the hearing was closed on January 15, 1990, at 5:00p.m. Based on the evidence, argument and criteria set forth in Sec. 111.70 (4)(cm)6, the arbitrator renders the following award.

IV ISSUES and BACKGROUND

ISSUES

Salary

County Final offer: Wages and Rates. The County offer is a 3.0% wage increase in 1989 (effective 12/25/88), and a 3.25% wage increase in 1990 (effective 12/24/89).

Association Final Offer: Salary An increase in all salary classifications of four (4.0%) effective January 1, 1989 and an additional increase (4.5%) effective January 1, 1990.

Long Term Disability

County's Final Offer

Brown County's Long Term Disability Plan provides for eligible employees to receive two-thirds pay after 180 days for disability to age 65 with offsets for social security disability and benefits, Wisconsin Retirement Fund disability benefits, and worker compensation benefits.

Due to the recent implementation of the plan and the limited number of instances where employees have been disabled long enough to qualify for LTD, confusion and uncertainty as to policy and procedure has resulted. Therefore, effective immediately LTD policy shall be as follow:

- 1) LTD begins after 180 days of disability; however, the offsetting benefits must be requested by the disabled employee within 30 days of beginning LTD.
- 2) The Wisconsin Retirement System

requires that the Employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on leave of absence and not expected to return to work, or has been terminated because of a disability. Therefore, once it has been determined that an employee is not expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work and is on leave of absence, the employee will be granted a leave of absence up to two years but not to exceed his/her length of service with the county.

3) When the employee is able to return to work after being on LTD, whether the employee will be reinstated to the employee's former position or to another position via the bumping process will be determined on a case-by-case basis.

The final offers of the parties are attached as part of this award, the County's offer as Appendix A, and the Association's as Appendix B, as the only issues in dispute. The parties have stipulated no other issues stand between them in the resolution of a successor agreement. The Association has argued that while the County's final offer demand for a change in Long Term Disability is of some consequence, it is not of sufficient gravity to merit extensive argument.

V CONTENTIONS OF THE PARTIES

The Association contends that the evaluation of the final offers of the parties should consider with equal gravity all the factors of Sec. 111.70(4)(cm)7. They maintain that based on these factors the statutes favor their final offer. These factors are as follows:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interest and welfare of the public and the financial ability of the unit of government to meet costs of any proposed settlement.
- d. Comparisons of wages, hours, and conditions of employment of municipal employees involved in the arbitration proceedings with the wages, hours and conditions 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

incomparable 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 employes, including direct wage compensation, vacations, 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 and 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.

The Association subsequently contends that only the comparative data and the Consumer Price Index are significant in the present dispute. The Association contends the the comparable counties where both parties in agreement are Winnebago, Outagamie, and Fond du Lac counties. The Association maintains the comparable counties should include Marathon County, while the County suggests the inclusion of Sheboygan and Manitowoc counties. The Association argues that all submitted counties be utilized as comparables.

The County contends by the addition of Manitowoc and Sheboygan counties to its list of comparables (County Exhibit, 7) that these counties are comparable. Thus the comparable counties are expanded to seven.

VI DISCUSSION AND CONCLUSIONS

Initial examination of the criteria of Sec. 111.70(4)(cm)7 demonstrates that factors 1,2,and 3 are not at variance with the facts of this case. Factors 4,5, and 6, comparisons between municipal employees involved in this proceedings with the wages hours and conditions of employment of "comparable employees" in public employment, similar public employment, or private employment in the same or comparable communities present some complex problems. In this instance the comparable counties are all Standard Metropolitan Statistical Areas, with a central city. They are similar in land area, with the exception of Marathon county , but vary in population by over 90,000 persons.

COUNTY COMPARABLES

(Table 1)

Selected Employment categories (percent)

COUNTY	Manufact	Retail	Finance	Services	Government
BROWN	34.3	10.5	2.8	17.0	10.4
FOND du LAC	41.9	9.2	2.8	14.9	11.5
MANITOWOC	44.7	8.4	2.0	12.6	10.6
MARATHON	29.2	8.9	9.6	14.3	10.1
OUTAGAMIE	37.5	8.5	6.7	15.1	8.2
SHEBOYGAN	49.7	8.7	4.2	13.0	9.6
WINNEBAGO	50.5	7.0	2.7	13.5	13.8

COUNTY COMPARABLES

(Table 2)

County per/capita Incomes 1981-1990

COUNTY	1981 CAP.	1986 CAP.	ANL% CHG	1990 PROJ	10Yr. %CHG.
BROWN	10,047	10,682	127.00	11,317	.11264
FOND du LAC	9,325	9,557	46.40	9,789	.1049759
MANITOWOC	9,370	9,468	19.60	9,566	.1020918
MARATHON	8,771	9,565	158.80	10,359	.1181051
OUTAGAMIE	10,371	10,658	57.40	10,945	.1055347
SHEBOYGAN	10,438	10,500	12.40	10,562	.1011880
WINNEBAGO	10,395	10,781	77.20	10,472	.1007407
AVERAGE	9,816	10,173	71.25	10,529	.1072558

COUNTY SALARY COMPARABLES

(Table 3)

Wages paid and proposed 1988-1990

COUNTY	1988 SAL	1989 SAL	1990 SAL	\$ CHG	89CHG
BROWN	15.27				
COUNTY		15.73	16.24	.46	1.030124
ASSOC.		15.88	16.60	.61	1.039948
FOND du LAC	13.30	13.43	13.90	.13	1.009774
MANITOWOC	-	14.68	15.35		
MARATHON	11.67				
COUNTY		12.02	12.50	.35	1.029991
ASSOC.		13.20	13.96	1.53	1.131105
OUTAGAMIE	13.06	13.72		.66	1.050536
SHEBOYGAN	13.09	13.59	14.13	.50	1.038197
WINNEBAGO	14.46	14.61	15.19	.15	1.010373

Standard of Comparison

The evaluation of the final offers of the parties utilizing those counties deemed comparable by the disputants presents some questions on standards of comparison. Also, in utilizing the guidelines of Sec. 111.70(4)7 as a means of equity in the decision making process, some generally accepted standard of data ought to be utilized. This arbitrator elects to utilize the per capita income for the compared counties for the following reasons:

1. They are consistent external data, uninfluenced by variances of county budget, or political needs.
2. Per-capita income figures satisfy the standards for

wage, hour, and terms of condition comparisons of (4) other municipal employees providing similar service, (5) other public employees in the comparison area, (6) other employees in private industries.

3. Wage settlements and wage offers of various counties can be utilized as ratios against changes in the projected per-capita income for consistent comparisons.

An examination of the data shows that the average wage increase raised the per capita ratio by 3.75% for all the settled counties. The requested increases by the unsettled counties of Brown would have raised the per capita ratio 3.80% by the County, and 4.80% by the Association. The respective figures for Marathon County were 3.70% by the County, and 5.66% by the Association. The average of all compared counties was 3.20%. The data indicates that a wage increase in the range of 3.75% to be the most favorable to maintaining the existing relationship among comparable counties.

A wage increase in this ratio range would preserve the existing rank of the employee group among their peers in comparable counties. This wage increase would maintain an existing ratio with employees in the same community, in both the public and private sector. Finally, this wage increase is at or above the average annual increase per capita for all the comparable counties over the period 1981-1988.

The Association's argument that other counties' employees engaged in similar occupations requested or received a greater percentage wage increase than requested in this instance is noted but not deemed meritorious to the issue. The arbitrator's rationale in considering this argument is that no recognition is given to the corpus upon which the percentage increase is based. It is essentially for this reason that a ratio is established against a common reference point of individual county per capita income. A second consideration could have been given had there been some demonstration of extraordinary circumstances by either County or Association. Since no extraordinary circumstances were presented there is no consideration. For the above reasons the County's final offer is most acceptable.

AWARD

In the Matter of the Petition of the Brown County Social Services Professional Employees Association & Brown County (Social Services Department) Case No. 400; No. 42353, the successor agreement shall contain all the agreed upon contract provisions and the final offer proposal of the County in its entirety.

Dated this 17 th day of February 1990, at Menomonie, Wisconsin.


Donald G. Chatman
Mediator/Arbitrator

ENI

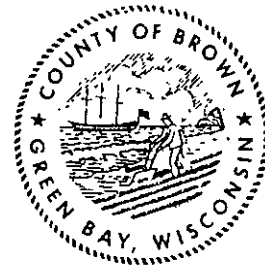
COUNTY

305 E. WALNUT STREET, ROOM 410
• PHONE (414) 436-3271
UNEL DIRECTOR

MAILING ADDRESS P.O. BOX 1600, GREEN BAY, WI 54305-5600

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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BROWN COUNTY SOCIAL SERVICES PROFESSIONAL EMPLOYEES

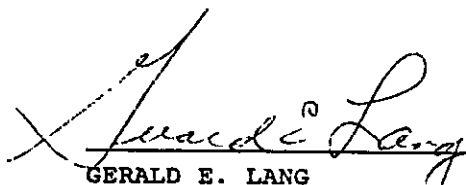
BROWN COUNTY'S FINAL OFFER

1 Article 15. WAGES AND RATES

The County offer is a 3.0% wage increase in 1989 (effective 12/25/88), and a 3.25% wage increase in 1990 (effective 12/24/89).

2. Article 18. DISABILITY LEAVE

Paragraph beginning on Line 427: Add Long Term Disability language (see Attachment).

 8/24/89

GERALD E. LANG

Date

Personnel Director

8-22-89

LONG TERM DISABILITY

Brown County's Long Term Disability Plan provides for eligible employees to receive two-thirds pay after 180 days of disability to age 65 with offsets for social security disability benefits, Wisconsin Retirement Fund disability benefits, and worker's compensation benefits.

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UNION

AMENDED ASSOCIATION FINAL OFFER

1. Salary. An increase in all salary classifications of 4 percent effective January 1, 1989 and an additional increase of 4.5 percent effective January 1, 1990.

The parties have stipulated to numerous items which the Association agrees to incorporate into a final contract upon resolution of this matter. Those items have been set forth in a letter from Gerald Lang to the undersigned under date of April 21, 1989.

Submitted by:



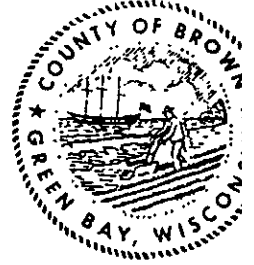
Frederick J. Mohr
on behalf of the Brown County Social
Services Professional Employees Association

Dated August 22, 1989.

PARTME,

STIPULATIONS)unty

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GERALD E. LAING - PERSONNEL DIRECTOR
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April 21, 1989

Mr. Fred Mohr
Attorney
P. O. Box 1098
Green Bay, WI 54305

Su: Brown County Social Services Professional Employees 1989-1990 Labor Agreement

Listed below are the items management understands to be stipulated items.

1. Article 8. GRIEVANCE PROCEDURE

Replace lines 182-192 with the wording in Attachment I.

2. Article 12. HEALTH AND WELFARE

The County will continue to pay 100% of single basic premium and 95% of family basic premium for the duration of the contract.

The life insurance plan will be revised as outlined in Attachment II.

3. Article 13. PENSION

The dollar contribution amount will be recalculated.

4. Article 18. DISABILITY LEAVE

Lines 419-422: Add "of employee" and "Doctor certificate required".

5. LETTERS OF AGREEMENT

Line 1016: Change "Article 24" to "Article 23".

Develop memorandum of agreement for Section 89 and Family and Medical Leave Law -- agree to negotiate any items requiring negotiation after