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BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of :

TREMPEALEAU COUNTY SOCIAL SERVICES :
 EMPLOYEES, LOCAL 485-A, AFSCME, AFL-CIO : Case 51

To Initiate Arbitration : No. 43333 INT/ARB 5516
 Between Said Petitioner and : Decision No. 26389-A

TREMPEALEAU COUNTY :
 (DEPARTMENT OF SOCIAL SERVICES) :

Appearances:

Mr. Daniel R. Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of Local 485-A, AFSCME, AFL-CIO.

Mr. Earl Ryder, County Board Chairman, on behalf of Trempealeau County (Department of Social Services).

ARBITRATION AWARD

Trempealeau County Social Services Employees, Local 485-A, AFSCME, AFL-CIO, hereinafter referred to as the Union, and Trempealeau County, hereinafter referred to as the County, have been and are parties to a collective bargaining agreement, effective from January 1, 1989 and continuing through December 31, 1990, covering wages, hours and working conditions of all regular full-time and regular part-time employees of the Trempealeau County Department of Social Services, excluding managerial, supervisory and confidential employees. Said agreement contained among its provisions language which permitted the Union to reopen said agreement on or before July 1, 1989 for the purpose of negotiations on wages for the year 1990, and that pursuant thereto, the Union, prior to July 1, 1989, notified the County of its desire to reopen the agreement for that purpose. Thereafter, and prior to December 14, 1989, the parties met on two occasions in unsuccessful

efforts to reach an accord in bargaining on an increase in wages for the year 1990. On December 14, 1989 the Union filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as WERC, requesting the latter agency to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation conducted by a member of its staff, the WERC, on March 29, 1990 issued an Order wherein it determined that the parties were at an impasse in their bargaining, and further therein, the WERC certified that the conditions for the initiation of arbitration had been met, and further therein the WERC ordered the parties to proceed to final and binding arbitration to resolve said impasse. In that respect the WERC submitted a panel of seven arbitrators from which the parties were to select a single arbitrator. After being advised by the parties that they had selected the undersigned, the WERC on August 13, 1990 issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, to conduct hearing in the matter, and to issue a final and binding award, by selecting either of the final offers proffered by the parties to the WERC during the course of the WERC's investigation.

On August 14, 1990, the undersigned, by letter to the parties, suggested various dates for the conduct of the arbitration hearing, and thereafter the parties notified that they had selected October 24, 1990 as the date of the hearing. The Arbitrator met with the parties on the latter date in the Trempealeau County Courthouse, Whitehall, Wisconsin. Certain members of the Union's bargaining committee were present, as were certain members of the County Board. Formal hearing

was conducted, during which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Post hearing briefs were filed with the Arbitrator by November 23, 1990.

Proposals In Issue

Final offer proposals in issue relate to wage increases for bargaining unit employees for the year, January 1, 1990 through December 31, 1990. The Union's final offer proposes an across the board increase of 3.9%, effective January 1, 1990. The County offers an increase of 3.05% across the board, effective January 1, 1990.

The Statutory Criteria

Section 111.70(4)(cm)7 of the Municipal Employment Relations Act sets forth the following factors to be considered by the Arbitrator in an interest arbitration proceeding:

- "a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or 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."

Background

The 1989-1990 collective bargaining agreement between the parties sets forth the 1989 monthly salaries of the employees in the bargaining as follows:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>18 months</u>
Supervisor Social Worker I	\$2325	\$2459	\$ 2594 (1)*
Social Worker III	2015	2130	2244 (1)
Income Maintenance Supervisor	2015	2130	2244 (1)
Social Worker II	1823	1925	2029 (3)**
Social Worker I	1698 (1)	1792 (2)	1887
Administrative Assistant II	1555	1643 (1)	1729
Administrative Assistant I	1328	1393	1462
Income Maintenance Worker	1284	1350	1413 (5)
Homemaker II	1284	1350	1413 (1)
Terminal Operator I	1274	1334	1395 (2)
Clerk II	1222	1301 (1)	1381 (1)

Income Maintenance Assistant	1212	1271	1331
Homemaker I	1212	1271	1331
Clerk I	1177	1233	1288

The figure in parentheses () reflects the number of employees at the rate noted.

* Donald E. Hawley, the present occupant of an additional position, earned a monthly rate of \$2783.

** L. Michael McAlister, an additional Social Worker II, earned a monthly rate of \$2155.

During the hearing herein the parties advised that they were awaiting an interest arbitration award involving the Trempealeau County Courthouse employees' bargaining unit, represented by another Local of AFSCME. The employee classifications in that proceeding involved the classifications of Secretary I and II, Deputy Clerk, Account Clerk, Legal Secretary, Soil Conservation, and Nurse.

The parties agreed that the instant record should include the award of that arbitrator, Frederick P. Kessler, who had conducted his hearing on August 15, 1990, but that his award had not yet been issued at the time of the hearing herein. Arbitrator Kessler issued his award on October 29, 1990, and a copy thereof was received by the undersigned on November 12, 1990. That proceeding, like the instant one, involved a single issue, namely, the wage increase for the year 1990. Therein the parties proposed percentage increases identical to the offers proffered in this proceeding. The Union proposed an increase of 3.9%. The County proposed a 3.05% increase. After considering the pertinent evidence and statutory criteria, Arbitrator

Kessler concluded that the Union's offer was "superior", and therefore preferred by the Arbitrator.

Position of the Union

The Union contends that external, as well as internal, comparisons, the cost of living, the increase in farm income, as well as the decrease in farm debts, more reasonably support its final offer. The Union proposes that comparable public employers consist of the following counties, all of which maintain departments of social services, employing both professional and non-professional employees, having identical or similar classifications of those employees in the instant Department of Social Services, namely the following counties:

Buffalo	Jackson	Pepin
Clark	La Crosse	Pierce
Dunn	Monroe	Vernon
Eau Claire		

The Union produced exhibits in support of its claim that the hourly rates of pay of the Social Service Department employees of the County were below the average of the rates paid to employees in a majority of the same classifications in the employ of similar departments in the above ten counties in 1989, as follows:

<u>Classification</u>	<u>Hourly Average Top Rate</u>	<u>Trempealeau Hourly Top Rate</u>
Social Worker I	\$11.04	\$10.88
Social Worker II	12.02	11.71
Social Worker III	13.14	12.95
Income Maintenance Worker	8.80	8.15
Income Maintenance Asst.	7.76	7.68
Clerk I	7.35	7.43
Clerk II	7.60	7.97

The Union also submitted exhibits which disclosed that across the board wage increases for similar employees for the year 1990 had

been established in nine of the above ten counties claimed to be externally comparable by the Union, as follows:

<u>County</u>	<u>% Increases</u>	<u>County</u>	<u>% Increases</u>
Buffalo	3.5%	Monroe	4.0%
Clark	3.0%	Pepin	4.5%
Dunn	3.0%	Pierce	3.5%
Eau Claire	3.0%	Vernon	4.5%
Jackson	3.0%	La Crosse	not settled

With the exception of Clark county, all of said increases became effective as of January 1, 1990. In Clark, an increase of 2% became effective as of January 1, 1990, and an additional 2% became effective as of July 1, 1990. (In the latter county the Arbitrator considered the average yearly increase to be 3.0%)

With respect to the cost of living criteria, the Union contends that the Arbitrator should consider only the wage increase, rather than total package costs, citing the rationale set forth by Arbitrator Joseph B. Kerkman in his award involving Brown County (Case 399, No. 42303) issued May 23, 1990, wherein the latter stated as follows:

"When considering the cost of living criteria, it is opinion of this Arbitrator that it should be compared to the percentage wage increases and not to the cost of the package. It is the wage increase which insulates employees against the erosion of the dollar caused by inflation, the cost to the Employer does not."

The Union produced exhibits which reflected that from January through December 1989 the cost of living increased at the rate of 4.5%, and that it rose to 5.4% from August 1989 through August 1990, thus supporting its argument that its offer of 3.9% is closer to the cost of living increase than is that of the County's offer.

The Union further contends that farm prices, as well as farm income have continued to rise during 1989, and that Wisconsin farmers

have been able to reduce their indebtedness through 1989. It supports this argument by exhibiting various new items and magazine articles.

Position of the County

The County submitted no specific arguments with regard to the most appropriate comparables. However, it produced exhibits reflecting the hourly rates paid by various counties to their social service department employees occupying the classifications of Social Worker II and III, Homemaker I and Income Maintenance Assistant. The counties reflected on the exhibits included the following:

Adams	Green Lake	LaFayette	Pierce
Clark	Jackson	Lincoln	Sheboygan
Door	Jefferson	Marquette	Taylor
Florence	Juneau	Milwaukee	Waupaca
Forest	Kewaunee	Oneida	

The County computed the top rate paid by the counties, and the average of said rates for the year 1990 as follows:

<u>Classification</u>	<u>Maximum Hourly Rate</u>	<u>Counties In Average</u>
Social Worker II	\$12.09	17
Social Worker III	13.52	14
Homemaker I	8.39	8
Income Maintenance Asst.	7.26	10

Note: Not all counties were included in averaging, either because of the lack of a settlement for 1990, or because all positions did not exist in all of the counties set forth in the exhibits.

The County also exhibited a compilation reflecting the maximum hourly rates of social workers paid by three private hospitals and two private nursing homes in the area. Said hourly rates ranged from \$10.00 to \$11.78 per hour.

The County contends that the cost of fringe benefits, including the Employer pick up of the full health insurance premiums, are equal

to or superior to those provided by compatible counties. It also urges the Arbitrator to consider its insurance costs, and the resulting savings to the employees, which when combined with the County's offer of 3.05% on wages exceeds the rise in the cost of living.

The County produced exhibits to support its claim that its rural tax payers are slowly recovering from the 1987/1988 drought, and that "it takes time" to recover those losses.

The Rebuttal of the Parties

The Union responds to the County's evidence as to the rates paid social workers by their private employers, claiming that said employees have no bargaining representative, and, further, that the duties performed by said employees are different than the duties performed by social workers in a county department of social services. The Union also argues that the data submitted by the County relating to farm income and economy, etc., is outdated, and that the Union's more recent data more accurately the state of said economy. The County does not rebut any of the documentary evidence produced by the Union.

Discussion

Lawful Authority of the County

The status of the Union as the collective bargaining representative of the employees herein was established and certified by the Wisconsin Employment Relations Commission on August 9, 1978, following an election conducted by the later state agency, and therefore the County is lawfully authorized to enter into a collective bargaining agreement with the Union containing provisions applicable to

wages, hours and working conditions applicable to said employees. The County and the Union are presently parties to such an agreement for a two year term, effective from January 1, 1989 through December 31, 1990.

Stipulations of the Parties

Since the single issue in this proceeding has arisen as a result of a wage reopener provision set forth in the existing collective bargaining agreement, and since the amount of wage increases to be granted to unit employees for the year 1990 remains at impasse, there are no stipulations entered into between the parties which alter any provision in their existing collective bargaining agreement.

The Interests and Welfare of the Public and the Financial Ability of the County to Meet the Costs of the Proposed Settlement

The population of the County is primarily rural in nature. It has the following cities of the fourth class (under 10,000), as indicated in the 1980 census, as follows:

<u>City</u>	<u>Population</u>	<u>City</u>	<u>Population</u>
Arcadia	2,109	Independence	1,180
Blair	1,142	Osseo	1,474
Galesville	1,239	Whitehall	1,530

It contains five Villages as follows:

<u>Village</u>	<u>Population</u>	<u>Village</u>	<u>Population</u>
Eleva	593	Strum	944
Ettrick	462	Trempealeau	956
Pigeon Falls	338		

The City and Village population total 11,967, the remainder of the population, 14,151, is rural in nature.

While in the few years prior to 1989 the Wisconsin farm economy, for various reasons, had suffered, and thus affecting those

inhabitants working, or engaging in businesses in the cities and villages of the County, the economy began to improve in 1989, and continues to do so.

From the exhibits provided herein the monthly payroll of the unit employees in the Department of Social Services of the County in 1989 totalled \$38,982.00. The Union's offer of an increase in wages of 3.9% would increase the monthly payroll to \$40,502.20, while the County's offer would result in an increase to \$40,170.95 monthly, reflecting a difference of \$331.25 per month.

Thus it is apparent that the Union's offer would generate the sum of \$3,975 for the year 1990 over and above the sum which would be generated by the offer of the County. The latter does not contend that it does not have the means to finance such a difference.

The More Appropriate Comparables

The undersigned must reject the twenty county grouping proposed by the County as the appropriate comparables for various reasons. Many of said counties are not in geographical proximity to Trempealeau, and they are scattered throughout the State. Further, the grouping consists of some counties having a significantly larger population, with larger cities within their boundaries. It should be noted, however, that the County's grouping includes the counties of Clark, Jackson and Pierce, which are also contained in the Union's grouping.

The comparables proposed by the Union consists of the following counties, and also indicated is their 1987 population and their 1987 full value assessments:

<u>County</u>	<u>Population</u>	<u>Full Value Assessment</u>
Buffalo	14,229	\$ 314,226,550
Clark	32,399	633,061,090
Dunn	35,475	677,603,600
Eau Claire	83,448	1,673,147,910
Jackson	16,617	353,990,650
La Crosse	97,736	2,166,473,770
Monroe	36,758	693,828,080
Pepin	7,309	154,444,900
Pierce	33,040	727,985,600
Vernon	25,983	532,381,370
Trempealeau	26,330	497,100,440

In the arbitration proceeding involving the courthouse unit, the Union proposed that the appropriate comparable counties consisted of Clark, Dunn, Eau Claire, Jackson, Juneau, La Crosse, Vernon and Wood. The Union, in that proceeding, did not include Buffalo and Monroe counties, and no evidence was presented to Arbitrator Kessler as to those counties. Said arbitrator eliminated from the grouping he determined was comparable, the counties of Eau Claire and La Crosse, because of their population sizes, as well as the size of the cities contained therein.

It appears to the undersigned that the more appropriate grouping of comparables consists of those counties which are similar in population and in full value assessments. Therefore, the undersigned concludes that the counties of Buffalo, Eau Claire, Jackson, La Crosse and Pepin are excluded, and that the more appropriate comparable grouping consists of Clark, Dunn, Monroe, Pierce and Vernon counties, all of which have established 1990 wage increases.

As indicated earlier herein, evidence was adduced as to the top hourly rates of pay in 1989 paid to employees in the following classification, who were employed by the social services departments

of the counties deemed appropriately comparable by the Arbitrator. Said employee classifications are Social Worker I (SW I), Social Worker II (SW II), Social Worker III (SW III), Income Maintenance Worker (IMW), Income Maintenance Assistant (IMA), Clerk I, and Clerk II.

The following tabulation reflects the top hourly rates paid in 1989 to the employees occupying the classifications set forth, in the five comparable counties, as well as the average of said top hourly rates as compared to the top rates paid by Trempealeau to employees in said classifications in the year 1989:

	<u>Clark</u>	<u>Dunn</u>	<u>Monroe</u>	<u>Pierce</u>	<u>Vernon</u>	<u>Average</u>	<u>Trempe.</u>
SW I	\$ 9.64	\$12.83	\$ 9.62	\$ -	\$10.35	\$ 10.61	\$10.88
SW II	10.59	13.76	-	13.49	10.83	12.17	11.71
SW III	12.05	-	13.32	14.63	-	13.33	12.95
IMW	8.90	10.67	8.78	9.02	7.27	8.93	8.15
IMA	7.58	9.62	6.95	8.43	6.78	7.87	7.68
Clerk I	6.90	9.18	5.93	7.97	6.51	7.20	7.43
Clerk II	7.55	10.05	7.27	8.43	6.78	8.01	7.97

The following tabulation reflects the rank of Trempealeau County among the comparable counties with respect to the top hourly rate paid to the employees in the classifications noted during 1989, as well as the amount above or below the average hourly rate for each of said classifications:

<u>Classification</u>	<u>Number of Counties Employing Same</u>	<u>Trempealeau Rank</u>	<u>Amount Above Average</u>	<u>Amount Below Average</u>
Social Worker I	5	2	\$.27 /hr.	
Social Worker II	5	3		\$.48 /hr.
Social Worker III	4	3		.38 /hr.
Income Maint. Worker	6	5		.78 /hr.
Income Maint. Asst.	6	3		.19 /hr.
Clerk I	6	3	.23 /hr.	
Clerk II	6	3		.04 /hr.

The following tabulation reflects the comparison of the top hourly rates which would be generated by the offers of the Union and the County with the increases granted to employees in the classifications by the comparable counties for the year 1990:

	<u>SW I</u>	<u>SW II</u>	<u>SW III</u>	<u>IMW</u>	<u>IMA</u>	<u>Clerk I</u>	<u>Clerk II</u>
Clark	\$ 9.93	\$10.91	\$12.41	\$ 9.17	\$ 7.81	\$ 7.11	\$ 7.78
Dunn	13.28	14.24	-	11.04	9.96	9.50	10.40
Monroe	10.00	-	13.85	9.13	7.23	6.17	7.56
Pierce	-	13.96	15.14	9.34	8.73	8.25	8.73
Vernon	10.82	11.32	-	7.60	7.09	6.80	7.09
Average Increase							
3.7%	11.01	12.61	13.80	9.26	8.16	7.58	8.31
<u>Trempealeau</u>							
Union Offer							
3.9%	11.30	12.17	13.46	8.47	7.98	7.72	8.28
County Offer							
3.01%	11.21	12.07	13.34	8.40	7.91	7.66	8.21

In the year 1990 Trempealeau, under both offers, would maintain the same ranking, in relation to the five comparable counties, as it did in the year 1989. The following tabulation reflects the amounts above and below the comparable averages in 1990 under both of the offers:

<u>Classification</u>	<u>Amount Above Avg.</u>		<u>Amount Below Avg.</u>	
	<u>Union</u>	<u>County</u>	<u>Union</u>	<u>County</u>
Social Worker I	\$.30	\$.21		
Social Worker II			\$.44	\$.54
Social Worker III			.34	.46
Income Maintenance Wkr.			.34	.46
Income Maintenance Asst.			.79	.86
Clerk I	.14	.08		
Clerk II			.03	.10

Based on the above and foregoing the undersigned is satisfied that the appropriate external comparisons of the 1990 settlements covering the employees in the employ of the departments of social

services of said counties favor the Union's offer.

Internal Comparisons

Arbitrator Kessler, in his award involving the County's courthouse unit, concluded that the Union's final offer proposing an increase of 3.9% across the board for the employees in said unit for the year 1990 was to be implemented. While no evidence was directly adduced in the instant proceeding with regard to 1990 wage settlements applicable to County employees in two additional bargaining units, namely highway department employees and law enforcement personnel, Arbitrator Kessler, in his award noted that the bargaining representatives of said units and the County settled for an increase of 3.05% for the year 1990. Arbitrator Kessler, in his award, stated that "when the factor of internal comparables is considered, the final offer of the County is preferable." The latter's award, selecting the Union's offer, adds a significant dimension to the internal comparison criterion. Courthouse unit employees are "white collar", whereas the highway department unit consists primarily of "blue collar" employees, and the law enforcement unit consists of law enforcement personnel. This Arbitrator is satisfied that the internal comparison of "white collar" with "white collar" weighs favorably toward the Union's final offer.

Private Employer Comparisons

The County produced a listing indicating the rate of pay received by social workers in the employ of five private hospitals and/or nursing homes in the area. However, there was no evidence

adduced as to whether the duties and "clientele" of said private sector employees were similar to that experienced by the employees herein. Generally, social workers in such private employment perform their duties in a more limited setting than do employees of a county department of social services, and that the "users" of the private service, as well as the nature of the services, are not of the variety experienced by the instant social workers. The Arbitrator concludes that the evidence submitted by the County is insufficient, and thus precludes a meaningful comparison, and therefore is unresponsive of either offer.

The Cost of Living

The Union produced evidence reflecting that the cost of living rose at a rate of 4.5% between January 1, 1989 and January 1, 1990 throughout the nation, and that in non-metropolitan areas it rose at the rate of 4.2%. The County would include its costs relating to the 100% pick up of employee health insurance premiums in evaluating this statutory criterion.

The undersigned agrees with the rationale expressed by Arbitrator Kerkman in his award previously referred to herein, excluding health insurance premium costs experienced by the employer from said consideration.

It is therefore apparent, regardless which rise in the cost of living is deemed to be appropriate herein, the Union's offer is closer to either of the two than is that of the County.

Changes in Circumstances During the Pendency of this Proceeding

Neither party claimed any change in circumstances during the

course of the instant proceeding, other than the award issued by the Arbitrator Kessler.

Other Factors

No material evidence with regard to factors, other than those discussed therein, was presented by either party during the course of the instant proceeding.

Conclusion

Having considered the offers of the parties, the statutory criteria, the evidence relating thereto, and the arguments and briefs of the parties, the Arbitrator makes and issues the following

Award

The final offer of the Union, providing for an across the board wage increase of 3.9% effective January 1, 1990 through December 31, 1990, shall be incorporated in schedule form, as Appendix B, in the collective bargaining agreement existing between the parties applicable to all regular full-time and regular part-time employees of the Department of Social Services, excluding managerial, supervisory and confidential employees.

Dated at Madison, Wisconsin this 13th day of December, 1990.


Morris Slavney, Arbitrator