

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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: In the Matter of the Stipulation of :
: :
: FOND DU LAC COUNTY :
: (Department of Social Services) :
: :
: and :
: :
: FOND DU LAC COUNTY SOCIAL : Case 121
: SERVICES EMPLOYEES LOCAL 1366-E, : No. 45105 INT/ARB-5897
: AFSCME, AFL-CIO : Decision No. 26917-A
: :
: To Initiate Arbitration :
: Between Said Parties :

Appearances:

Fond du Lac County (Department of Social Services)
by Mr. Richard Celichowski, Director of
Administration for Fond du Lac County.

Fond du Lac County Social Services Employees Local
1366-E, AFSCME, AFL-CIO by Mr. James L. Koch,
Staff Representative, Wisconsin Council 40.

ARBITRATION AWARD

The above-referred parties filed a stipulation with the Wisconsin Employment Relations Commission, on January 14, 1991, wherein they requested the Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. The Commission caused an investigation to be conducted between March 26, and June 12, 1991. The parties submitted their final offers dated June 12, 1991 and the investigation was closed. The undersigned was selected to arbitrate the dispute.

The arbitration hearing was scheduled for 9:30 A.M., September 5, 1991, at the Fond du Lac City/County Government Center. At that time, the parties agreed to one final effort to resolve the dispute through mediation. That effort was not successful. The arbitration hearing followed and both parties submitted a series of exhibits and presented sworn testimony into evidence. No transcript of oral testimony was requested. The record was closed at the conclusion of the hearing, except for the delayed filing of Union Exhibit Number 50. That exhibit was received on September 27, 1991 without objection. The parties agreed to extend the date for the filing of their initial briefs to November 8, 1991; those briefs were exchanged through the arbitrator. The county filed a Reply Brief on November 20, 1991. The Union chose not to respond.

ISSUE IN DISPUTE

The prior two year agreement expired on December 31, 1990. The parties entered into an interim agreement to modify health insurance coverage and payments through 1992. Tentative agreements have been reached to extend the previous contract through 1992 with modifications of provisions relating to health insurance for probationary employees, holiday schedules, contributions to the Wisconsin Retirement System, mileage reimbursement and wage adjustments and reclassifications affecting four of fourteen employee classifications which existed at the time the former agreement between these parties expired. Both parties have concluded that the only issue remaining in

dispute is wages for the 1991-1992 contract year. The Union has stated that the parties "were unable to reach a resolve as to the appropriate wages to be assigned to each of the classifications within the bargaining unit." The Employer has stated that the "only remaining issue . . . is the wage rates to be paid employees of this bargaining unit".

THE UNION'S POSITION

The Union argued that it sought to correct wage inequities of the 83 member technical and clerical support staff it represents when compared to wages paid the nonrepresented technical and clerical support staff in Fond du Lac County. During 1990, the Employer hired an outside consultant to study existing classifications and pay structures affecting the county's nonrepresented employees. The study included 96 administrative and professional staff in 78 position titles as well as 133 technical and support staff in 57 position titles. The consultant recommended and the county board approved substantial restructuring of employee classifications with increased wage benefits affecting nonrepresented employees.

Nonrepresented employees received a three percent increase in wages retroactive to January 1, 1990. On June 24, 1990, nonrepresented employees were placed at a step in their new pay range which gave them an increase in pay equal to a minimum of one step in the new pay range. Nonrepresented employees whose pay rate exceeded the maximum for the new pay range were red circled until such time that the new pay range exceeded the red

circled employees' current rate of pay. Employees with more than two years of service at the minimum rate of the new range were placed at the second step of the pay range. The Union argued that its final offer in this proceeding would result in less of a pay increase for Union employees than had been granted to unrepresented employees because all union employees would start at a step that would only afford them an increase in pay. The Union argued that its employees had received only modest wage increases during the period between 1985 and 1990. It reviewed wage increases granted to the Union classification Eligibility Consultant II which earned \$7.54 in 1985 and increased to \$9.00 an hour by 1990. It concluded that the average annual pay increase for this wage classification had equaled 3.227 percent per year.

The Union argued that at the time the county board adopted a new wage grid and pay classification schedule for nonrepresented employees, it was in the process of attempting to negotiate a new contract for represented employees "whose duties and responsibilities parrot" the new wage classifications. It argued that its members who had averaged 3.22 percent in wage increases over a period of five years were not granted the substantial wage adjustments which had been awarded to nonrepresented employees providing similar services after the conclusion of the study. The Union argued that its offer would place represented employees on the new classification and wage schedule and provide Union

employees with a minimum of one pay step increase. It noted that the Employer had consistently refused to accept the Union offer.

The Union argued that the job duties and responsibilities of nonrepresented technical and support employees are similar in nature to the duties and responsibilities of its members. It pointed to testimony that represented positions including Social Service Specialist, Economic Support Specialist, and Eligibility Support Consultants had more complex jobs than the nonrepresented Child Support Case Managers. It invited the arbitrator to review and compare job descriptions for represented and nonrepresented employees. It pointed particularly to nonrepresented Golf Course Worker and Parks Worker receiving \$9.89 per hour with less responsibility and requiring less technical skill than the represented Support Service Specialist and Eligibility Consultant who receive \$9.00 per hour. The Union concluded that the Employer's final offer which would provide \$9.41 for represented top rate Social Service Specialists would pay \$2.55 per hour less than the top rate for unrepresented Child Support Case Managers. It argued that this \$2.55 disparity for union employees was unjustified by the record in these proceedings. It reiterated those arguments relative to the disparity in rates of pay between represented technical and clerical support employees and nonrepresented technical and clerical support employees in Fond du Lac County. The Union concluded its argument that the duties and responsibilities of represented and nonrepresented employees were similar by reviewing an experiment that it had conducted and

introduced into evidence in this proceeding. In that experiment, the Union circulated the position evaluation questionnaires relied upon by the county's consultant in its classification study to a random sample of Union employees. The results of that experiment demonstrated that if the Union employees had been included in the classification study their objective point evaluation would have placed them in job classifications under the new pay schedule which would have resulted in Union employees being able to attain a higher wage rate. The attainable higher wage ranged from \$2.17 per hour for Economic Support Specialist II to \$2.55 per hour for four other categories of employees. The Union concluded that the Employer by relying upon its consultant's study had increased the obtainable top rate for nonrepresented employees by as much as \$2.72 per hour. It argued that the Employer's offer to increase the top attainable rate for represented employees between \$.35 and \$.41 per hour increased the disparity of wages between employees having similar responsibilities and performing similar duties.

The Union argued that the greatest weight should be given to internal comparables within Fond du Lac County. It argued that the Employer's list of comparables ignored pay rates granted the nonrepresented technical and clerical support employees in Fond du Lac County. It cited recent arbitration decisions; and argued that for the most appropriate comparison for wage increases to be granted to the employees in this proceeding, one should look to wage increases granted to technical and clerical support staff

employed by Fond du Lac County. It argued that the Employer throughout these proceedings has failed to negotiate in good faith. A supervisor of the nonrepresented Child Support Case Managers testified that her employees were responsible for three programs of service. Union represented positions are responsible for thirty-two different programs regulated by state mandates and subject to regular modification. This witness testified that based upon her experience, the duties and responsibilities of the Social Service Specialists in these proceedings are more demanding than the nonrepresented position of Child Support Case Manager. She testified that union represented classifications were responsible for more difficult, sophisticated and changing programs and that these employees should be paid more than the nonrepresented employees whom she supervised.

Citing the text How Arbitration Works, the Union argued that the arbitrator should find that an inequality exists between the way this Employer compensates its nonrepresented employees and proposes to compensate the represented employees in this proceeding. The text noted that "many arbitration awards have undertaken to reduce or eliminate inequities, such as inequities between related industries, inequities within an industry, inequities between comparable firms or work within a specific area, and inequities within the plant itself."

The Union then argued that the requested, obtainable top rate, parity wage increases of the Union offer are justified. The Union stated that it expected its offer to become the

arbitrator's award in these proceedings. It reviewed once again the testimony of the supervisor of the Child Support Division. She had formerly worked as an Income Maintenance Worker for Fond du Lac County Social Service Department. She testified that she could not think of any reason why the Child Support Case Managers she supervises should be making more than Support Service Specialists involved in these proceedings. The Union denied that it was requesting a substantial wage increase. It stated it was requesting obtainable top rate parity adjustments initiated in a manner and format consistent to those provided to nonrepresented technical and clerical support employees, within the parameters of the guidelines set forth in the consultant's report. The Union reviewed the terms of its offer with the previous adjustments granted to nonrepresented employees. It concluded that the Union offer would result in less of an adjustment for employees with more than two years experience than that which had been granted to nonrepresented employees. It noted that the top obtainable July 1991 rate for nonrepresented Child Support Case Managers equaled \$11.96 per hour compared to the top obtainable rate for the Union represented Social Service Specialist which would be \$11.72 per hour. The Union concluded this argument by stating that it was not looking to break new ground during these proceedings. "[IT] has only requested that the Employer treat employees doing substantially the same kind of work within Fond du Lac County, the same obtainable rates of pay."

The Union argued that other conditions of employment are important considerations in these proceedings. It argued that the Employer refused to offer Social Service Department employees the same insurance benefit which had been granted to other employees of Fond du Lac County. It noted that both the Sheriff's Department and County Highway Department contracts require an Employer contribution of \$330.36 toward family plan coverage costing \$356.54. Employees in these two departments are required to make a monthly employee contribution of \$23.18 toward family plan coverage. The County's final offer in this proceeding would require an Employer contribution of \$328.89 and an employee contribution of \$35.65 each month. These employees would be required to pay \$12.47 each month more for family plan health insurance coverage than employees in the Sheriff's Department and in the County Highway Department.

Finally, the Union argued that the employees in this proceeding are entitled to parity pay. The County has proposed to hold down the real earnings of its Union represented technical and clerical support staff with an offer of 4.5 percent while at the same time offering nonrepresented employees a 29 percent increase. This disparity in treatment is not in the best interest and welfare of the public and the employees. The County should attempt to provide the best human services available and to maintain standards of employment among employees providing similar services within the same employing unit of government. The Employer has not presented any argument that the employees in

this proceeding should not be granted obtainable top rate pay similar to rates obtainable by other employees. The Employer has not argued that the employees in this unit are not providing similar services and in some instances performing more difficult duties and responsibilities than employees who are earning substantially higher pay.

The Union concluded its arguments in support of its offer by noting that Fond du Lac County did not argue an inability to meet the Union offer. It reviewed arguments previously made that there is no reason to believe that Union represented technical and clerical support employees should receive substantially less than nonrepresented employees providing similar services. It argued that there was no unique feature in the operation of the Department of Social Services that warrant segregating it from the prevailing practice set forth within the confines of the consultant study and action by the Employer to grant substantial wage adjustments based upon that study to nonrepresented employees. It argued that the Employer's failure to maintain parity in health insurance benefits between the employees in this proceeding and other employees would result in a reduction in overall compensation and real income for the members of this bargaining unit. The Union argued that the County's final offer will only tend to prolong the already existing disparities between Union and nonrepresented employees and inhibit meaningful negotiations in the future. It concluded that its offer is the

more reasonable offer and should be adopted by the arbitrator as his award in this proceeding.

THE EMPLOYER'S POSITION

The Employer stated that the dispute submitted to arbitration involves approximately 68 regular full-time and regular part-time paraprofessional employees. The County stated

"The County Final Offer includes the establishment of an initial salary range for the Work Relief Coordinator position and a revised salary range for the In-Home Trainer classification prior to across the board increases for 1991 and 1992. The Work Relief Coordinator position was added to the bargaining unit during the term of the 1989-90 agreement. However, when the position was added, no salary range was established. The County proposed revision of the In-Home Trainer classification involves the addition of a '48 month' and '60 month' step in the pay range coupled with the placement of current In-Home Trainers in the new pay range at rates of pay equal to or higher than their rates of pay under the old pay range. The County Final Offer proposes an across the board increase of 3 ½% for In-Home Trainers in 1991 and 1992. All other classifications would receive a 3 ½% increase on January 1 in 1991 and in 1992 and a mid-year increase of 1% each year."

The Employer argued that the Union's final offer involves a complete restructuring of the classification and pay schedule. It noted that existing titles would change from Clerk Typist to Support Staff Specialist I, Senior Clerk Typist to Support Staff Specialist II, Case Manager-JOBS to JOBS Case Manager and Work Relief Coordinator to Workfair Coordinator. The Union also proposed a number of changes in the two pay grids which would generally reduce the period of time it takes to get to the top step from 60 months to 54 months. It would have extended the number of steps for In-Home Trainers from 36 months to 54 months

and added a total of four additional steps to that pay grid. The Employer noted that under the Union offer, employees would be granted varying increases in the minimum through maximum wage rates effective on January 1, 1991:

a. Hiring rate minimum increases varying from 3.67 percent to 41.9 percent.

b. 54 month step (maximum) increases varying from 2.0% to 33.4%.

The Union offer would also have required increases of 2% on each July 7, 1991, January 1, 1992 and June 1, 1992.

The Employer noted that the only evidence the Union introduced relating to external comparables was the City of Fond du Lac 1990-91 contract. It argued that except for some clerical positions, that contract did not involve employees with positions similar to the employees in this proceeding. The County proposed 3 possible groups of external comparables. They were the "traditional 6 counties" used in two other arbitration cases, 6 contiguous counties and 6 counties most closely approximating Fond du Lac's 90,083 population.

The County stated that the Union offer would result in major changes in the wage structure. It cited precedent for its argument that such substantial changes should be attained through negotiation and not imposed by arbitration.

The Employer argued that based upon the criteria for internal comparison, its offer "is compatible with the net percentage increase and the percentage lift received by other

County employees in 1991." Its proposed 4% net wage increase is from $\frac{1}{2}$ to 1% more than most other union and unrepresented employees received and equal to the raise granted the Correctional Officer's union. The 4 $\frac{1}{2}$ % lift is equal to or greater than the lift received by all except some Sheriff's Department employees who received a $\frac{1}{2}$ to 1% greater lift. The weighted average of the Union offer contains a 25.07% net increase and a 26.30% lift. The County quoted from four previous arbitrator's decisions to support its position that "internal settlements are a very important and significant aspect in determining which final offer should be awarded."

The County compared its offer to the increases granted in those counties contained on all three lists of "comparables". Data was presented for 8 of 10 counties which have 1991 settlements. The final offers in Washington County were also provided. No information was available for Manitowoc. The County offer is equal to or greater than net increases and increased lift in 7 of the 9 counties for whom information was available. The Employer compared the impact of its average offer for each classification of Economic Support Specialist, Social Services Specialist, Clerk Typist and Senior Clerk Typist compared to increases granted in comparable counties. That comparison showed the County's offer was equal to or greater than the average increase and lift among comparable counties at both minimum and maximum wage rates. The Employer's offer would maintain Fond du Lac County's ranking among the comparables at 7

of 8 benchmarks and improve its rank at the minimum pay range for Clerk Typists.

The employer agreed that the Union offer would raise the salaries of Fond du Lac County Economic Support Specialists earning the minimum rate to \$2.17 above the average for all comparables. At the top rate that classification would be \$2.21 above this average. In other categories Social Services Specialist would be \$2.68 and \$2.24 above average, Clerk Typists \$1.00 and \$1.27 and Senior Clerk Typists \$0.97 and \$1.32 above average. Fond du Lac salaries would be increased to the point that all classifications would go from low or mid-range to first in each of eight benchmarks.

In its Reply Brief, the County responded to the Union's contention that its employees should receive substantial wage increases because of increases granted to nonrepresented employees as a result of the consultant's study. The Employer argued that:

1. There is no established pattern or history of these wages being pegged to nonrepresented wages. Absent that history there is no basis for the Union argument that this should be the only criteria in these proceedings.
2. In a previous arbitration case where a represented unit had been included in a consultant's study, the

arbitrator gave a number of reasons that the consultant's study should not be imposed by arbitration upon the employer. Those reasons are even more relevant in this proceeding because Union employees were not included in the study.

3. The Union's offer is not based upon the overall increase granted to all nonrepresented employees. The Union offer is pegged primarily to increases granted to one classification including 5 employees. The plan covers 130 employees in approximately 90 classifications.

4. The Union's process for comparing the qualifications of a select number of Union employees with positions contained in the consultant's study and recommendations were seriously flawed.

5. The best and most widely accepted wage comparison is that of one paid to employees performing the same duties in comparable units of government. Previous arbitration cases have relied upon external comparisons with the social service employees in this proceeding.

The Employer took exception with seven specific Union arguments and contentions. Some of those arguments have been noted above. Other arguments challenged assertions that:

1. The Union offer is for less than was provided for nonrepresented employees. That argument is true for only a small minority of nonrepresented employees.

Under the Union offer the vast majority of its members would be placed in a new pay range at substantially higher pay than their old pay range. Only a small minority of nonrepresented employees fell into this category when the consultant's recommendations were adopted.

2. The Employer refused to offer these employees the same insurance benefit granted to other employees.

"The Employer did offer the employees in this matter 'the same Insurance Benefit granted to other employees of Fond du Lac' but it was conditioned on these union employees accepting the same percentage increase in wages as that received by other employees". The County went on to point out that it had entered into a number of interim agreements with its bargaining units. Those agreements provided that insurance contribution rates "will not be subject to further arbitration."

The County concluded that the Union had tempered its 25% weighted wage increase request for 1991. While the 1991 cost would be reduced by as much as one half it would still be far in excess of that received by any other group of employees in Fond du Lac County or in any other comparable county. The arbitrator should select the employer's final offer.

DISCUSSION

The parties to this proceeding have articulated their positions well. It is apparent from the bargaining history of

this proceeding and the interim and tentative agreements that both parties bargained in good faith in an effort to reach an agreement. The nature of the remaining issue determined that there could be no voluntary agreement. The Employer has submitted a wage offer which appears to be reasonable under the criteria set forth in Wis. Stat. sec. 111.70(4)(cn)7. The Union has argued that it "is seeking to correct, in part, the wage inequities of the Technical and Clerical Support Staff within the Bargaining Unit commensurate with their duties and responsibilities, and in fair perspective to wages paid to other Nonrepresented Technical and Clerical Support Staff of the same Employer." Though both parties argued their positions convincingly, they are not arguing in the same language.

Neither party presented total wage cost or package cost information for its offer. The Union presented evidence and stated that it represented 83 employees in this proceeding. The County stated that "the dispute submitted to arbitration involves 68 regular full-time and regular part-time paraprofessional employees . . ." In order to better understand the magnitude of the issue in dispute, the arbitrator compared the full impact of the two offers upon the Union's proposed classification and salary grid effective January 1, 1991. These impacts are set out on TABLE I which follows. Table I was prepared from data set forth in Union Exhibits 14, 15, 19 and 49. The parties have agreed that all of the existing employees would not actually receive the increases outlined on TABLE I immediately. The

TABLE I

**Classification & Payscale
December 31, 1990**

**Union Offer
January, 1991**

**Employer Offer
January, 1991**

		<u>Hire</u>	<u>42 Mos.</u>	<u>Hire</u>	<u>42 Mos.</u>	<u>54 Mos.</u>	<u>Hire</u>	<u>42 Mos.</u>
		New H-4 Rate						
1.	Account Clerk	6.59	8.22	7.92	9.19	9.50	6.82	8.51
	% Increase			20%	11.8%	15.6%	3.5%	3.5%
		New H-3 Rate						
2.	Clerk Typist	6.21	7.66	7.50	8.70	9.00	6.43	7.93
	% Increase			21%	14%	17%	3.5%	3.5%
		New H-4 Rate						
3.	Sr. Clerk Typist	6.59	8.22	7.92	9.19	9.50	6.82	8.51
	% Increase			20%	12%	16%	3.5%	3.5%
		New H-5 Rate						
4.	Sr. Account Clerk	7.54	9.33	8.33	9.66	10.00	7.80	9.66
	% Increase			10%	3.5%	7%	3.5%	3.5%
		New H-6 Rate						
5.	Restitution Coordinator	8.96	11.17	9.58	11.11	11.50	9.27	11.56
	% Increase			7%		3%	3.5%	3.5%
		<u>Hire</u>	<u>42 Mos.</u>	<u>Hire</u>	New H-6 Rate		<u>Hire</u>	<u>42 Mos.</u>
					<u>42 Mos.</u>	<u>54 Mos.</u>		
6.	Case Manager	6.59	8.22	9.58	11.11	11.50	6.99	9.32
	% Increase			42%	28%	40%	6%	12%

	<u>Hire</u>	<u>60 Mos.</u>	<u>Hire</u>	<u>54 Mos.</u>	<u>Hire</u>	<u>60 Mos.</u>
7. Soc. Serv. Spec.	6.75	9.00	9.58	11.50	6.99	9.32
% Increase			42%	28%	3.5%	3.5%
8. Eligibility Consultant & Economic Support Specialist	6.75	9.00	9.58	11.50	6.99	9.32
% Increase			42%	28%	3.5%	3.5%
New E-2 Rate						
9. Eligibility Consultant Specialist & Economic Support Specialist II	7.12	9.36	9.90	11.82	7.37	9.69
% Increase			39%	36%	3.5%	3.5%
<u>36 Mos.</u>						
10. In-Home Trainer	9.55	11.59	9.90	11.82	9.60	12.00
			3.7%	2%	-----	3.5%
<u>42 Mos.</u>						
11. General Relief Spec. Now Work Relief Coordinator or Workfair Coordinator	6.59	8.22	9.90	11.82	7.37	9.69
			50%	44%	12%	18%

future cost of the Union offer is substantial, however, and bears heavily upon the decision in this proceeding. The Union failed to provide any information about the cost of its proposal for either 1991 or over the 2 year term of the contract. The Employer presented evidence that the Union offer would result in total 1991 wage increases ranging between 1.7% and 36.7% for 67 affected employees. These increases result in a weighted average wage increase of 25.07% and a weighted average lift of 26.30 percent. As the employees move through the Union's proposed abbreviated classification schedule, the future cost of this proposal would be even greater.

The information available for analysis is that the Employer has proposed a 4% across the board increase with a 4½% lift during 1991 compared to the Union offer of 25% in wages and 26.30% in lift. Given those numbers a microscopic examination of comparables is not necessary. The County's wage offer is equal to or 1% greater than the wage increase granted to any other settled County unit. The Union offer is more than 20% and 6 times greater than the wage increase granted to any other group of employees in Fond du Lac County.

A comparison between the two offers with settlements in all of the settled counties which were offered for comparison yields similar results. The Employer's offer appears to match or be greater than wage increases granted in Eau Claire, Green Lake, La Crosse, Sheboygan and Washington Counties; it is slightly less than Outagamie County's agreement. Only Dodge County appears to

have granted wage increases substantially higher than this employer's offer. There is not sufficient information available to determine how or why Dodge County granted increases ranging between 3.79% and 7.59% to four different classifications of social service employees. Even the most generous Dodge County increase is more than 3 times less than the weighted average increase that this Union is requesting for all employees affected by this proceeding.

For the second year of the proposed contract, the County's offer of 3½% on January 1, 1992 for all employees and an additional 1% on July 5, 1992 for all classifications except In-Home Trainer is slightly more generous than the Union request for 2% on January 1, and 2% on the first of June. Because these second year offers are close and because there is no data presented for any comparable unit of employees, the second year data is not a significant factor in this decision.

The arbitrator has evaluated the evidence presented with all of the relevant statutory criteria for a decision in this proceeding. The Union has argued that the Employer has not been fair in refusing to offer the employees in the Department of Social Services the same wage and salary classification that it granted to certain nonrepresented employees in Fond du Lac County's Childrens Services Agency. There may be merit in the Union's position. However, it is not clear from the record that the consultant's study is relevant to the employees in this proceeding. The Union has relied heavily upon its argument that

its employees are comparable to the employees involved in this study. In making this argument, the Union has assumed a very heavy burden to prove that comparability does in fact exist. The fact that the salaries which were granted to Fond du Lac County's nonrepresented employees was based upon a comprehensive study of all non-union positions is significant. If in fact the duties and responsibilities are as similar as the Union contends, one would expect that future negotiations will address inequities which have been revealed as a result of that study.

The County adopted the results of that study which had reviewed 199 employees and 135 employee classifications. As a result of the study some employees were reclassified, some apparently received pay increases of varying amounts and some employees were red circled. It is not possible to determine the over all percent increase that was granted to nonrepresented employees in 1990 as a result of the adoption of the consultant's recommendation. The amount of individual increases and the total cost of implementing the plan are not in evidence. There is evidence that the County commissioned the study to bring order into its classification and wage scale for nonrepresented employees. Prior to the adoption of the consultant's recommendation, nonrepresented classifications and wages had become chaotic over a period of many years. Apparently, the consultant's recommendations addressed these problems to the satisfaction of the County Board. The Fond du Lac County Board adopted the recommendations and implemented them in 1990. There

is no evidence that a single nonrepresented employee received as much as a 25% wage increase as a result of that implementation. The Union offer would provide an average 25% increase to 67 of the 68 employees affected by this proceeding. Some nonrepresented employees were red circled as a result of the County adopting the consultant's recommendation. No Union employees would be red circled as a result of the Union's offer.

In order to justify its extreme position in these proceedings, the Union attempted to prove that its employees have comparable responsibilities and perform even more complicated functions than their alleged counter parts in 11 job classifications. The testimony of the Union's witnesses to that effect is impressive. Much of that testimony, however, was opinion testimony from individuals who have a great financial interest in the outcome of this proceeding. As such, that evidence cannot be equated with a job classification and wage recommendation by an outside consulting firm. The fact that 5 employees who have a substantial interest in the outcome of this proceeding believe that their duties and responsibilities are comparable to the duties and responsibilities included in recently created position descriptions is evidence to support the Union's position. It is not by itself sufficient evidence to compel the conclusion that those positions are comparable. The testimony of Ms. Sue Pfeiffer was impressive. This witness, presently a supervisor of Child Support Case Managers does not have any personal interest in the outcome of this proceeding.

She had been an Income Maintenance Worker for 8 years in the County Department of Social Services. She has also worked in Quality Control for the State Department of Health and Social Services. This witness recognized that there are differences in the positions being compared. She testified that the responsibilities and duties of the "comparable positions" are not similar but that the levels of responsibility are similar. This witnesses testimony generally supported the Union's position. She testified that there is no reason that an Economic Support Specialist should receive from \$2.00 to \$2.50 per hour less than a Child Support Specialist. She testified that while there was no reason for this disparity, "it has always been that way". That simple observation seems to summarize the status of the issue in this arbitration proceeding.

A review of Union exhibits 16 through 20 shows that there have been modifications in the job classifications and pay scales, for the employees in this proceeding, between January 1, 1985 and January 1, 1990. The number of job classifications was reduced from 14 which included three categories of Clerk Typists, two categories of Social Service Aide, two categories of Home Consultant, two categories of Energy Assistance Worker, three categories of Eligibility Consultant and two categories of Social Worker in 1985. In 1985, it took a period of five years to go from the starting rate to the top step. In 1986, the schedule was changed to reflect 13 job titles and the period of time from start to the top step was reduced to three years for some

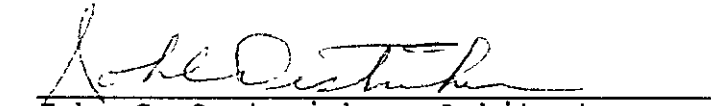
categories and two years for others. The 1987-1988 contract was the first contract negotiated between Local 1366 E and the County. That contract included seven job classification titles and required 60 months to go from the beginning scale to the top pay schedule. The 1990-1991 contract negotiated between these parties included 14 position titles some of which reached the top pay grade in 42 months. Other positions required 60 months to reach the top of the scale. Most of the position titles which were included in the 1985 and 1986 contracts were not included in the 1990 contract. The most recent contract contains two categories of Clerk Typists, Account Clerks and Eligibility Consultant and categories for Care Manager, General Relief Specialist, Secretary, Orientation/Motivation Trainer, Restitution Coordinator, Energy Assistance Workers, Social Services Specialist and In-House Trainer. From the review of these former contracts it is apparent that the existing job classification and pay schedule was negotiated by the employer and this and predecessor bargaining units over a period of time.

The County presented evidence that the position descriptions for the employers in this proceeding are similar to those of Social Services Employees in those counties that it proposed as comparables. From the foregoing, one is forced to conclude that the existing job classification and wage schedule was previously arrived at through the collective bargaining process over a period of years. That schedule has historically resulted in these Social Service Employees receiving less compensation than

nonrepresented Childrens Services Employees. The County presented evidence that the reason for wage disparity is that the nonrepresented employee positions require more discretionary action than the social services positions involved in this case.

This arbitrator is compelled to conclude that there are reasons that this disparity in wage treatment between employees doing similar type of work has existed. Those disparities have been recognized in former negotiations between these parties. The Union has not met the burden it assumed to justify its exceptionally high average wage offer in this proceeding. For that reason the offer of Fond du Lac County shall be incorporated into the 1991-92 agreement between these parties.

Dated at Madison, Wisconsin, this 9th day of December, 1991.



John C. Oestreicher, Arbitrator