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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

GRANT COUNTY PROFESSIONAL EMPLOYEES UNION
LOCAL 3377-A AFSCME, AFL-CIO

Case 39
No. 45106
INI/ARB 5898

and

Decision No. 27122-A

GRANT COUNTY, WISCONSIN

APPEARANCES

David White, Staff Representative, Wisconsin
Council 40 AFSCME, AFL-CIO for the Union

Jon E. Anderson, Godfrey & Kahn, Attorneys at Law, for
Grant County

INTRODUCTION

On January 10, 1992, the Wisconsin Employment Relations Commission (WERC) appointed the undersigned to act as arbitrator pursuant to Section 111.77 of the Municipal Employment Relations Act (MERA) in the disputed between Grant County, Wisconsin (hereinafter the "Employer" or the "County") and AFSCME Local 3377-A (hereinafter the "Union"). On April 9, 1992 an arbitration hearing was held between the parties pursuant to statutory requirements, and the parties agreed to submit briefs. Briefing was completed on June 6, 1992. This arbitration award is based upon a review of the evidence, exhibits and arguments, utilizing the criteria set forth in Section 111,70(4)(cm)7 Wisconsin Statutes.

ISSUE

Shall the Labor Agreement between the parties be amended to include the language contained in the Union's final offer or the language contained in the County's final offer?

THE UNION'S POSITION

The Union believes that only the following statutory criteria 111.70 (4)(cm)7 have application here:

- c. The interests and welfare of the public and 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 employees involved in the arbitration proceedings with the wages, hours and conditions of

employment of employees performing similar services.

- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public 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 employees, 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.
- 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 and otherwise between the parties, in the public service or in private employment.

COMPARABLES

THE UNION'S POSITION

This is not the first time these parties have been in arbitration, and the list of comparables has been established in two previous matters. These are, Columbia County, Crawford County, Green County, Iowa County, LaCrosse County, City of Lancaster, Sauk County, Richland County, Unified Board of Grant and Iowa Counties, and Vernon County. The Union accepts these comparables as proper.

However, for this arbitration the Union believes that the City of Lancaster ought not to be used here because Lancaster does not employ social workers. Therefore the Union believes this unit should not be used as a comparable here. In addition, the professional employees of the Unified Board were in the process of bargaining at the time of this arbitration and for this reason should not be included in the comparables here.

THE COUNTY'S POSITION

The County would not reduce the number of comparables. Once established and accepted, the comparable group should be maintained in order to bring order to the arbitration process. The County believes that the Union is attempting to alter the comparable group in order to benefit improperly from the fact that some employees in the disregarded units do not fit the facts of this dispute precisely.

However justified the Union's position might be on wages alone, the issue here is larger than that. The entire wage and benefit package ought to be examined and therefore the City of Lancaster and the Unified Board are properly before the arbitrator.

DISCUSSION

The Union does not actually request the arbitrator to reduce the number of comparables. It argues that the units described above are not useful for these proceedings because their situation is not helpful to the process here. The County's position is to be preferred because all forms of compensation ought to be reviewed in an arbitration such as this. This does not mean that their inclusion will be the deciding factor here. It only means that they should be considered and they will be here.

WAGES

THE UNION'S POSITION

The Union seeks to improve what it represents to be a long-standing injustice that its members have had to suffer at the hands of its employer. The wage compensation granted to its members in the past have resulted in their being at or near the bottom of the comparable list for many years. It is asking for a measure of "catch-up" in these proceedings. Not, it states, that they are asking to be placed at the top of the list of comparables. All they ask is that they be made competitive with the other comparables.

They have presented exhibits and testimony to support its contention that the County has had difficulty recruiting and, more importantly, retaining Social Workers. They argue that the public is better served and needs experienced and skillful workers, a condition that is not possible when the department suffers an excessive turn-over in personnel.

The Union disputes the testimony given at the hearing regarding turn-over and argues that the exhibits presented by the County to indicate the level of experience in the work force is not accurate. The employees listed include persons retired, transferred and no longer are with the county at all. A close look at that list will reveal that the vast majority of workers are comparatively new and many are new hires.

The fact that the County has not experienced difficulty in hiring does not mean that the public has not been harmed. The County has been unable to retain hires. In a job with the requirements of this one experience is vital and the County's pay scale is responsible, in large part, for the unsatisfactory turn over of personnel.

The Union would have the arbitrator give scant attention to the question of total compensation that is raised by the County. It does not deny that it has a competitive package of non-wage

benefits. However, the data supplied by the Employer includes that group of persons referred to above who are no longer members of the bargaining unit. The persons still employed by the county as Social Workers do not have sufficient seniority to benefit fully from the package available to them and to include that cost in these proceedings is to improperly skew the cost of the package.

Finally, the Union reminds the arbitrator that its final offer reflects exactly the proposed settlement proposed in mediation by Commissioner Strycker. All other terms suggested by the mediator have been agreed to and are presently incorporated in the agreement by the parties hereto. All that remains is to incorporate the last remaining portion of that proposal by accepting the Union's final offer here.

THE COUNTY'S POSITION

The County feels that its final offer represents a reasonable effort on its part to provide its workers with a satisfactory wage package, particularly in light of the entire cost of the wage-benefit package to the tax payers.

The Union deserves to receive a wage increase, but it is an exaggeration to state that its members are entitled to "catch-up" increases. When compared to the entire list of comparables the Social Workers in this unit are entitled to no more than the increase offered by the county in its final offer.

The County would take the settlement proposal of Commissioner Strycker out of the proceedings entirely. It is a basic tenant of arbitration practice to ignore offers made during the course of bargaining and the mediator's proposed final package represents a similar condition.

The County is especially opposed to the way in which the Union's wage offer is scheduled. Although the percentage increases (while too large) are not beyond understanding, the Union has structured its offer to give a "lift" to wages in the period just before bargaining for a new contract will begin. Therefore the Union will be starting subsequent negotiations at an unreasonably high level, thereby making it more difficult for the Employer to hold the line in a reasonable manner in coming years.

Finally, the County believes that the welfare of the general public has not been hurt by turn-over in the work force, and that the fact it has been able to recruit satisfactorily in recent years has benefitted the public as well as refuting the Union's argument that the wage scale in Grant County has led to damage to the public's interest.

DISCUSSION

The County is correct when it asks the arbitrator to review the entire wage and benefit package on the unit in arbitration. The issue in these matters is total cost, and wages cannot be viewed in

a vacuum. However, wages are the only issue left between the parties. The Employer must, then, be satisfied with the level of non-wage compensation paid to the Social Workers. And the County is offering a wage increase here, so a raise in pay is warranted.

In reviewing the exhibits and briefs, it appears that the Union is correct when it argues that the County has included higher paid employees who are no longer in the County's employ when it costs the entire compensation package. It also appears that the new, low-compensation hires are not included. Were this to be done, there is no question the total cost would be reduced. Many of the generous terms available to long-term workers will not be available to the newer persons for some time.

Since it is not possible to adjust the costings presented here, comparison with the other comparables is not helpful. Therefore one must fall back upon the comparables that do employ social workers.

The citations offered by the County regarding arguments based upon positions taken by parties during bargaining are persuasive, so far as they go. Parties take positions during bargaining that they have no intention of insisting upon as negotiations continue. Tactics alone will dictate these positions and they should not be taken seriously by an arbitrator.

In this case, the Union's final offer is not one taken during bargaining. It has been offered after bargaining was completed and thus cannot be attacked on the basis argued by the County. It is interesting to learn that it reflects in every way the final recommendation of the mediator, and that does have some argumentative value. Although it may, in this writer's view, be considered, it is of no more importance than the other evidence and testimony presented in this matter.

We next turn to the issue of personnel retention. This is an area of interest that is important in two areas. The first is the welfare of the public. Social Workers are persons who deal with the public in need. Their services are of such a nature that they are called upon to act on behalf of citizens whose circumstances are such that they require the services of public officials to administer aid, advise on matters of personal concern and assist people to become or remain useful members of society. Workers who provide this in the community are a unique and important group. It is important that they understand the community as a whole and the individuals in it. This knowledge cannot be attained through education alone. In order to be delivered efficiently and in the public's interest Social services must be in the hands of workers who have more than formal training. An understanding of the community and how it "works" is very beneficial, to the general public as well as the person(s) served.

This is the important fact revealed in the testimony and exhibits here. Many factors might be present when it comes to hiring new workers. But retention, in many cases, depends upon the ability of

a person to remain an employe after hiring. It is this that the present salary structure fails to provide. After taking away the persons who have retired or transferred in the recent past, one cannot help but be struck by the relative inexperience of the present work force. Individual reasons for continuing in a unit may vary, but the evidence seems to indicate that the County has difficulty in retaining the services of Social Workers. If the benefit package is competitive, and it seems it is, the sole remaining factor would be wages.

The County feels the Union is attempting to get an undeserved "catch-up" in wages. In all final offer situations it is likely that the higher offer will contain an element of catch-up. The attempt will only fail if the requested increase results in an unwarranted level of catch-up. In this matter, it does not appear to be unwarranted. Although the increase requested may be larger than that asked for in comparable units, it appears here that the rather larger wage offer of the Union will only narrow the differential between its members and others and will not result in a substantial alteration in the relative positions of this group of workers and those engaged in similar occupations in comparable employe units.

The final factor to be considered is the timing of the wage increases requested by the Union. As the County states, the Union's proposal is structured to give a "lift" to the unit members in subsequent bargaining. Likewise, the County's final offer works in the opposite manner. It is not easy to chose between offers which appear clearly to have been structured to give the party making the offer an advantage. It is reasonable to assume that both sides have been motivated in similar ways. And it is not possible here to judge the merits of either proposal an this basis alone.

DECISION

The decision here depends primarily upon the retention of qualified employees. Commissioner Strycker's recommended settlement holds out hope that this important goal can be achieved by adoption of his plan. There is nothing on the record that shows that it is the same or even similar to the offers made by the Union during bargaining or mediation. It does appear to do a better job of attaining the objectives of the public in this matter.

AWARD

The final offer of the Union shall be incorporated in the labor agreement between the parties.

Dated this 13th day of May, 1993.


ROBERT L. REYNOLDS, JR.
Arbitrator.

Ry. v. J. S.