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IN ARBITRATION

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Arbitration between

COLUMBIA COUNTY SOCIAL
WORKERS' UNION, LOCAL 2698-A
AFSCME, AFL-CIO

and

COLUMBIA COUNTY

Voluntary Impasse Procedure
(Formerly Case 117, No.
46733, INT/ARB-6285)

ARBITRATION AWARD

Introduction

The Columbia County Social Workers' Union, Local 2698-A, AFSCME, AFL-CIO (hereafter Union) represents all regular full-time and regular part-time social workers employed by Columbia County (hereafter County or Employer). The Union and the County were parties to a collective bargaining agreement which expired on December 31, 1991. Unsuccessfully negotiations for a successor contract resulted in a petition for arbitration pursuant to Sec. 11.70(4)(cm) 6 Wis. Stat. being filed by the Union with the Wisconsin Employment Relations Commission (WERC). After an attempt at mediation failed, the investigator appointed by the WERC concluded that the parties were at impasse and final offers were exchanged. The parties adopted their own voluntary impasse procedure as authorized by Sec. 111.70. The terms of the voluntary impasse procedure are as follows:

1. Mr. Arlen Christenson shall be appointed as Arbitrator.
2. The Arbitrator shall utilize the procedures and criteria found in Section 111.70, Wis. Stats., and shall select a final offer which shall be incorporated in the 1992-1993 contract.
2. The Arbitrator shall consider in his deliberations the evidence presented to him at the hearing held on November 2, 1992, as well as written arguments submitted by the parties pursuant to the established briefing schedule. The briefing schedule shall be subject to modification upon mutual agreement of the parties.

A hearing was held, without a reporter, on November 2, 1992 at which the parties had full opportunity to present evidence and argument. Post hearing briefs were filed by both parties. The final reply brief was received by the arbitrator on February 2, 1993.

Appearances

The Union appeared by Mr. David White, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, Madison, Wisconsin.

The County appeared by Mr. Donald J. Peterson, Columbia County Corporation Counsel, Portage, Wisconsin.

Discussion

The parties agreed, as part of their voluntary impasse procedure, that the arbitrator would follow the procedure and apply the criteria of Sec. 111.70 Wis. Stat. in resolving this dispute. The procedure requires that one or the other of the final offers of the parties be selected and incorporated into the collective bargaining agreement. The criteria are the ten statutory criteria stated in Sec. 111.70(4)(cm)7. Of the ten criteria, however, the evidence and argument presented by the parties have focussed exclusively on the criteria stated in paragraphs d. and e. of Sec. 111.70(4)(cm)7. Paragraph d. requires that I give weight to:

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 employes performing similar services.

Paragraph e. requires that weight be given to:

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.

The parties have referred to these criteria in their arguments as "internal comparables" and "external comparables" and this discussion will also be framed in those terms. The term "internal comparables" refers to the wages, hours and conditions of employment of employees in the County's other bargaining units. "External comparables" refers to the wages, hours and conditions of employment of employees doing similar work in comparable communities. Neither party has submitted any information concerning the wages, hours and conditions of employment of employes in private employment.

Final Offers

The parties have narrowed their dispute to wages. Both final

offers propose a two year agreement covering calendar years 1992 and 1993. The County's final offer is for an increase for all employees in the unit of 4.5% effective January 1, 1992 and 4.5% effective January 1, 1993. The Union's final offer is for increases of 3.5% effective January 1, 1992; 2% on July 1, 1992; 3.5% on January 1, 1993; and 2% on July 1, 1993. The cost of the Union's final offer is essentially equal to the County's in each year but the increase in base wage, or the "lift" over the two year period, is just under 9.2% if the County's offer is implemented and just under 11.5% if the Union's offer is chosen.

Internal Comparables

The party's arguments refer to five other County bargaining units: 1) Courthouse employees; 2) Sheriff's Department - Non-Sworn; 3) Sheriff's Department - Sworn; 4) Nurses; and, 5) Highway. The County contends that its offer to the Social Workers unit is identical to that agreed upon by other bargaining units in the county. The Union disputes this claim and contends that the County's offer is inconsistent with the other settlements.

The evidence shows that the County's claim that its final offer is identical to that agreed upon in other bargaining units is an overstatement. All of the other units have settled for 1992. The Courthouse unit is not helpful as a comparison because of the wage restructuring in that unit resulting in increases ranging from 4% to 16%. The Non-Sworn unit in the Sheriff's department is also difficult to compare because the evidence indicates only that the increases there were from 4% to 5%. The average increase in base wages for 1992 in the other units (including the Highway unit which I officially notice settled for 2% effective January 1, 1992 and 3.5% effective July 1, 1992) is 5.8%. The Union's offer in this dispute provides for a base wage increase over the year 1992 of 5.5% and the County's for one of 4.5%. The Union's offer would cost a little more than 4.5% over the year and the County's exactly 4.5%. Under either offer the cost is less than the settlements in the Sheriff's Department and that with the Nurses and a very small amount higher than the Highway Department settlement.

Three other County bargaining units have settled for 1993. The Courthouse unit, again, is hard to compare. It calls for increases varying between 4% and 7.8% depending upon the restructured wage schedule. The settlements in the Nurses unit and the Highway department call for increases in base wages over the year of 6% and 5.5% respectively. This compares with 5.5% under the Union's offer and 4.5% under the County's.

The internal comparisons favor the Union's offer. The County's offer for 1992 would provide a smaller increase in base wages over the year than any other unit with the possible exception of the Non-Sworn employees in the Sheriff's Department. In all other cases the increase appears to be at least 5.5%. In 1993 the three units that have settled will also receive increases of at least 5.5% over the year. Over the two year period those units

that are settled will improve their base wages by from 11% to 12%. This compares to the County's offer which would raise the base a little over 9% and the Union's at 11.5%. Implementation of the County's offer would cause the Social Workers to fall behind the other units while the Union's would keep pace.

External Comparables

The parties have each submitted information on settlements in counties each considers to be comparable. They disagree, however, on what counties are comparable. The County's comparable list includes counties, regardless of size, wealth or other factors, bordering on Columbia County. These counties are Adams, Dane, Dodge, Green Lake, Marquette and Sauk. The Union contends that Adams and Marquette counties are too small to be comparable and includes Jefferson and Rock in its list of comparables. The County responds that Jefferson and Rock counties are not comparable because they are not contiguous. It accuses the Union of "cherry picking without any compelling justification."

Comparability is, of course, a matter of degree. All counties in the state are, in some respects, comparable to one another. At the same time no two are identical. Geographic proximity is an important factor in comparability. So too are income, wealth, property valuation, size, social problems, ethnic make up, and a variety of other factors. All of the counties cited by the parties are comparable enough to be relevant. But using information from comparable counties is not just a matter of adding up figures and finding an average or a median. That kind of calculation may be useful but it is not controlling.

The Union's primary contention is that Columbia County social workers are paid much less at the top of the wage scale than social workers in comparable counties. The starting wage compares favorably with that in either set of comparables. The County disputes the Union's claim by pointing out that Columbia County has only one social worker classification while all other comparable counties have two or more classifications with the higher classifications requiring more education or more experience or both. Thus the County limits its comparisons to social worker classifications requiring a Bachelors Degree and 1-3 years of experience.

The County's point is well taken but it is not conclusive. It is relevant that requirements for similar employment are different. A closer look at the requirements is important, however. It is significant first to note that Columbia County social workers must have a year of experience or a Masters degree to be eligible for employment. There is no evidence from which to determine whether or not other counties impose these requirements at the beginning level. Secondly, even if it is easier or quicker for a Columbia County social worker to reach the top of the scale it is, nevertheless, the top of the scale. There is no way to exceed it

while employed as a Columbia county social worker. Social workers in comparable counties, on the other hand, can often move from one classification to another primarily on the basis of experience. In Sauk county, for example, a social worker becomes a Social Worker II after one year of experience and a Social Worker III with three to five years. In Dane county a social worker can move from one classification to another with only experience and in service training. Columbia county, too, requires in service training of its social workers.


Precise comparisons among comparable employers is impossible due to widely varying structures and requirements. It is not possible, for example, to compare the wage levels of "average" or "typical" social workers in the various comparable communities. The evidence does show, however, that the Union's offer will establish a compensation level at the top of the wage scale that is more consistent with that of comparable counties than will the County's offer.

The comparisons of the final offers with the wage pattern among other employees of the County or the "internal comparables" supports the Union's offer. Comparisons with comparable public employers in comparable communities leads to the same conclusion. Evaluation of these two comparisons completes the examination of evidence pertaining to the statutory criteria the parties have agreed will govern this proceeding. Accordingly the Union's final offer must be adopted.

Award

The final offer of the Columbia County Social Workers' Union, Local 2698-A, AFSCME, AFL-CIO is hereby adopted and shall be incorporated into the written collective bargaining agreement between the parties.

Dated at Madison, Wisconsin this 15th day of February, 1993.



Arlen Christenson, Arbitrator