

BEFORE THE ARBITRATOR

In the Matter of the Petition of :

BUFFALO COUNTY HUMAN SERVICES PROFESSIONAL
EMPLOYEES, LOCAL 1625-A, AFSCME, AFL-CIO :

and :

BUFFALO COUNTY (HUMAN SERVICES DEPARTMENT) :

Case 46
No. 46809 INT/ARB-6315
DECISION NO. 27521-A

ARBITRATION AWARD

Appearances:

Mr. Daniel R. Pfeifer, Staff Representative, Wisconsin Council
40, AFSCME, AFL-CIO, Route 1, Sparta, Wisconsin 54656, for
Buffalo County Human Services Professional Employees, Local
1625-A, AFSCME, AFL-CIO.

Mr. Richard J. Ricci, Weld, Riley, Prenn and Ricci, S.C.,
Attorneys at Law, P.O. Box 1030, Eau Claire, Wisconsin 54702-
1030, for Buffalo County (Human Services Department).

For the past number of years Local 1625-A, AFSCME, AFL-CIO,
hereinafter referred to as the Union, and Buffalo County,
hereinafter referred to as the County, have entered into collective
bargaining agreements covering all employees, both professional and
non-professional, in the employ of the County's Human Services
Department, included in a single bargaining unit. The last of such
agreements covered the 1990-92 two year period. During the 1991
term of said agreement the parties agreed to separate the
professional and non-professional employees into two separate
units, and further that separate bargaining agreements would be
negotiated for the 1992-93 term of said agreements. Prior to the
initiation of the instant proceeding the parties reached an accord
on the terms to be included in the 1992-93 agreement covering the

non-professional employees. The parties met on two occasions between October 28, 1991 and January 7, 1992, in efforts to reach an accord on a new agreement covering the professional employees. Such efforts were not successful, and on January 7, 1992 the Union filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the WERC, requesting that the latter agency initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation conducted by a WERC staff member on April 26 and August 24, 1992, said staff member advised the WERC that the parties were deadlocked in their negotiations. Thereafter, and by December 8, 1992, the parties submitted their final offers to the WERC Investigator, and on January 5, 1993, the WERC issued an Order wherein it certified that the conditions for the initiation of arbitration had been met, and further therein the WERC ordered that the parties proceed to final and binding arbitration to resolve the issues existing between them, and at the same time the WERC furnished the parties with a panel from which they could select the Arbitrator. After being notified, the WERC, on February 9, 1993, issued an Order indicating that the undersigned had been selected as the Arbitrator to resolve the impasse, by issuing a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of the investigation.

Pursuant to arrangements previously agreed upon, the undersigned conducted hearing in the matter on April 23, 1993, at

the Buffalo County Courthouse, Alma, Wisconsin, during which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. During the course of the hearing the parties indicated the desire to file supplemental exhibits for the consideration of the Arbitrator. Said supplemental exhibits were forwarded to the Arbitrator on April 30, 1993. The exhibits filed by the Union totaled 45. The County filed a total of 50 exhibits. Many of the exhibits submitted by the parties consisted of numerous pages. Briefs were submitted by the parties by June 1, 1993, and the Arbitrator caused same to be exchanged to the parties on the latter date.

The Issues Between the Parties

It should be noted that the parties, on September 19, 1992, executed a stipulation reflecting that they had reached an accord regarding changes in various provisions of their 1990-91 agreement, which changes would be incorporated in their 1992-93 agreement. In their final offers both parties indicated that the provisions in their 1990-91 agreement which were not modified by their stipulation, or by the changes proposed in their final offers, should be continued in their 1992-93 agreement. Each of the final offers contains proposals which would amend certain provisions of the 1990-91 agreement relating to the following:

Advancement From Public Health Nurse I to Public Health Nurse II

Section 7 of Article 19 of the 1990-91 agreement sets forth the following language:

"Advancement from PHN I to PHN II: A minimum of two (2) years equivalent full-time experience plus 96 hours of approved coursework. Courses must enhance job related skills. Courses which supervisors sent them to will be counted in the 96 hours and will include wages and all reasonable expenses for food, lodging and fees. Courses which the PHN I elects to take and are not on request of supervisors, will be at their own time and expense, but will be included in the 96 hours.

Advancement is contingent upon satisfactory performance evaluation results."

Item 1. of the Union's offer would reduce the period of experience set forth in the initial sentence of the provision to read as follows:

"A minimum of one (1) year equivalent full-time experience plus 96 hours of approved coursework."

Item 2. of the County's offer proposes the identical change, and therefore it is obvious that the proposed change is no longer an issue.

Change in County's Contribution to Employee Retirement

Appendix "A" of the 1990-91 agreement contains the following provision relating to "PAID RETIREMENT":

"The County agrees to pay the employee's share of the retirement contribution equal to six percent (6%) of the employee's earnings to the State Retirement Fund in addition to the County's share of the contribution."

The Union, in Item 2. of its offer proposes that the amount of the County's contribution should be increased to "six and two-tenths percent (6.2%)". The offer of the County, in Item 4., agrees to the same change. Therefore, this change is no longer an issue.

The Union's Offer Relating to Wages

The Union's offer relating to increases in the wage schedule appearing in Appendix A is set forth as follows:

- Wages - Effective 1/1/92 & 1/1/93 - An increase of 2%
Across the Board
- Effective 7/1/92 & 7/1/93 - An increase of 2%
Across the Board
- Effective 11/1/92 & 11/1/93 - An increase of 3%
Across the Board

In Item 4. of its offer, the Union proposes the deletion of Section 1, and the renumbering of Section 2, and restate same as follows:

"Effective January 1, 1992, July 1, 1992, November 1, 1992, January 1, 1993, July 1, 1993, and November 1, 1993, the following monthly rates shall prevail for all employees including those promoted or reclassified during the life of this agreement.

Create Grade 12 and place Kriesel and Yelle at that level, leaving Grade 11 empty. For calculation purposes Grade 12, 6 months is @2252/month in base year 1991, with all increases for 1992 and 1993 as per number 3 above."

The County's Offer Relating to Wages

Item 3. in the County's offer contains the following proposed changes in the provisions relating to wages:

Add \$.39 per hour on all rates effective 1/1/92.

Add \$.39 per hour for Public Health Nurse I and II rates in addition to the above effective 1/1/92.

Add \$.49 per hour on all rates effective 1/1/93.

Delete Section 1: Renumber Section 2 and restate as follows:

Effective January 1, 1992 and January 1, 1993, the following monthly rates shall prevail for all employees including those promoted or reclassified during the life of this agreement.

Create Grade 12 and place Kreissel and Yelle at that level leaving Grade 11 empty. For calculation purposes Grade 12, 6 months is @2,252/month in base year 1991, with all increases for 1992 and 1993 as per above, i.e., \$.39 per hour effective 1/1/92 and \$.41 per hour effective 1/1/93.

Delete reference to Grace Eikamp."

Arbitrator's Comment

Since the Union's offer would delete Section 1 as it appeared in the 1990-91 agreement, which included reference to Grace Eikamp, and since the Union in its offer made no reference to Eikamp, it appears that there is no issue relating to that individual.

Change Relating to the Addendum to the 1990-91 Agreement
Providing for Fringe Benefits for Reduced Time Employees

The provisions involved appeared in the 1990-91 agreement as follows:

"WHEREAS, Buffalo County pay 80% for the family plan and 100% of the premium for the individual plan for group health insurance for all permanent full-time officers and employees not included in a bargaining unit and the Human Services employees in a bargaining unit, and

WHEREAS, the above employees receive vacation, holiday, longevity sick leave and emergency leave benefits, and

WHEREAS, due to budgetary restrictions there is temporary reductions in hours worked for some employees during 1984, NOW, THEREFORE, BE IT RESOLVED, that for 1986-1987 only the aforementioned fringe benefits will be made available on a full-time basis to any full-time employee in the above units who will temporarily has his/her hours of employment reduced solely because of budgetary restrictions.

This resolution to be in full force and effect from January 1, 1986."

The Union's Offer

In Item 5. of its offer the Union proposes the following changes:

"Adjust '1986-1987' to '1992-1993' and delete last sentence."

The County's Offer

The County, in Item 4. of its offer, proposes the following change in said Addendum:

"Change 1986-1987 to 1992-1993."

Arbitrator's Comment

Since the date referenced in the last sentence of said Addendum is no longer applicable, the parties are in agreement on the changes in the Addendum.

The Costs Generated By the Final Offers

The costs generated by the final offers, and the percentage increases thereof as compared to the costs resulting in the previous year, is reflected as follows:

<u>Base Period - 1991</u>					
	<u>Wages</u>	<u>Longevity</u>	<u>FICA</u>	<u>WRS</u>	<u>Total</u>
	\$249,730.01	\$2,474.00	\$19,293.61	\$31,777.70	\$303,275.32
<u>Union Offer - 1992</u>					
	\$260,290.63	\$2,714.00	\$20,119.85	\$33,664.59	\$316,789.08
% Increase	4.23%	9.70%	4.28%	5.94%	4.46%
<u>County Offer - 1992</u>					
	\$262,889.89	\$2,714.00	\$20,318.70	\$33,997.30	\$319,919.89
% Increase	5.27%	9.70%	5.31%	6.98%	5.49%

Union Offer - 1993

	\$278,856.66	\$2,954.00	\$21,558.52	\$36,071.76	\$339,440.94
% Increase	7.13%	8.84%	7.15%	7.15%	7.15%

County Offer - 1993

	\$271,914.60	\$2,954.00	\$21,027.45	\$35,183.18	\$331,079.23
% Increase	3.43%	8.84%	3.49%	3.49%	3.49%

Attached hereto are Appendices "A" and "B" containing tabulations which reflect the impact of the wage increases upon the eleven (11) professional employees in the bargaining unit which would be generated by both the Union and County offers herein for the 1991 and 1993 years of the agreement. The Union's offer generates increases averaging 4.23% for the year 1992, and said increases range from a low of 4.05% to a high of 5.55%. Its offer for the 1993 would increase the salaries of all employees by 7.13% over their 1992 rates.

The County's offer for 1992 averages an increase of 5.27% for the 11 unit employees. Such increases range from a low of 3.52% to a high of 7.86%. The County's offer for the year 1993 averages 3.43%, ranging from a low of 3.06% to a high of 3.72%.

A comparison of the average increases granted to the employees by each of the final offers over the two year period is reflected as follows:

	<u>Union Offer</u>	<u>County Offer</u>
<u>Public Health Nurse I</u>		
D. Burlingame	5.60%	5.67%
M. Kramer	5.60%	5.67%

Public Health Nurse II

E. Anderson	5.60%	5.36%
E. Nuzum	5.60%	5.36%

Social Worker I

C. Irvine	5.60%	3.95%
A. Keller	5.60%	3.95%

Social Worker II

T. Lecleir	5.60%	3.64%
S. Quarberg	5.60%	3.64%

Social Worker III

A. Yelle	5.59%	3.29%
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Child Support Coordinator

G. Betthauser	5.60%	3.71%
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Disability Services Coordinator

J. Kriesel	6.34%	4.04%
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The Union criticizes the County's determination of the costs of both of the offers in utilizing the "cast forward" method, on the assumption that all the employees in the unit will progress through the wage schedules and receive increased longevity benefits, which in turn increases social security taxes, medicare, and contributions by the County to the Wisconsin Retirement Fund. The Union argues that the appropriate method would require "benchmark" comparisons in calculating the percentage increases which according to the Union would result in the following comparisons:

	<u>County Offer</u>	
	% Wage Increase	% Wage Lift
<u>1992</u>		
Social Workers	3.5%	3.5%
Public Health Nurses	7.0%	7.0%

1993

All Employees	3.5%	3.5%
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Union Offer

% Wage <u>Increase</u>	% Wage <u>Lift</u>
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1992

All Employees	3.5%	7.0%
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1993

All employees	3.5%	7.0%
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Statutory Criteria to be Considered by the Arbitrator to
Resolve the Instant Impasse

The Municipal Employment Relations Act requires the Arbitrator to consider the following factors in this proceeding:

Section 111.70(4)(cm), Wisconsin Statutes provides as follows:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

- 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 employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.

- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees 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 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.
- 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."

The Position of the Parties Relating to the Statutory Criteria

a. The Lawful Authority of the Municipal Employer

Neither party questions the lawful authority of the County with respect to the instant proceeding.

b. Stipulations of the Parties

As indicated previously herein the parties have stipulated to various changes to be incorporated in their 1992-93 agreement, as well as to the continuation of various provisions in their 1990-91 agreement to be included in their 1992-93 agreement.

c. The Interests and Welfare of the Public and the Financial Ability to Meet the Costs of Any Proposed Settlement

Neither party maintains that the County does not have the financial ability to meet the costs generated by either of the

offers. The County contends that the interests and welfare of its public do not support "the Union's excessive wage demand", and in that regard it submitted various exhibits to support its "more moderate wages proposals". It argues that the County suffers from an overall lack of economic prosperity, which results in a taxpaying public having fewer resources to support "the excessive increases for "the 14% lift called for in the Union's offer".

The County acknowledges that the wage rates applicable to its Human Services employees are low in comparison to that in the comparable counties, but not surprising "for a rural farm bases county where taxpayer income levels have consistently scraped the bottom of the proverbial barrel". It points out that its history of less-than-favorable economic conditions is a primary reason why the previous agreements between the parties have maintained a lower-than-average wage ranking vis-a-vis the comparable counties.

The County sets forth that its population is over 82% rural; that 82.07% of its land area is utilized as farm land; and that 27% of its working population is directly employed in farming, forestry or fishing, thus making the County more farm dependent than that of a majority of the comparable counties. It points out that the "stagnation of mild and corn prices" is hitting its taxpayers especially hard. It also acknowledges that taxpayer revenue does not comprise 100% of the funds utilized to pay wages and benefits to Human Services employees, nevertheless the other sources by the County are paid through taxes, and that any surplus funds the County may have in its budget at any particular time cannot be

earmarked for employee wage increases, but must be maintained for offsetting property tax increases, maintaining contingency funds, and ensuring fiscal solvency. The County concludes that the instant criterion weighs in favor of its final offer.

The Union attempts to downplay the County's characterization regarding the impact of its "farm economy", arguing that milk prices are on the rise, and that the price of corn is not relevantly applicable to its economy, since most of the corn raised in Buffalo County is used as feed by its dairy farmers, and thus very little corn grown therein is sold as a cash crop. The Union argues that the County's budget and expenditures, as reflected in the exhibits introduced by the Union, indicate that the County spends very little of the revenue generated from its property taxes on the operation of its Department of Human Services, contending that the property tax revenue accounted for only \$40,815 of the department expenditures of a total of departmental expenditures, in 1991, of \$2,679,728. It posits that the County will expend only \$14,144 (4.9%) of tax revenues of the projected expenditures of \$21,873,689 for the year 1992. The Union also indicates that the County transferred the sum of \$100,000 from the Human Services budget to the County's general fund in the year 1992.

The Union concludes that the County's economy, low tax base and the low average income of its residents becomes "meaningless when it is shown that the residents of Buffalo County will pay little or nothing for the wage increases sought by the Union for 1992 and 1993."

d. Comparison with Other Employees Generally in Public Employment in the Same Community and in Comparable Communities

The County points out that it has a compelling history, from 1987 through 1991, of consistently awarding the same percentage of increases to all of its various employee groups, and in that regard indicates that it has granted across the board increases, or bifurcated increases equivalent in costs, to all of its employee groups, except where there has been an agreed deviation therefrom in granting certain classification extra increases (e.g., jailers/dispatchers) in January 1988, and in its proposed offer to Public Health Nurses, of an additional 3.5% increase for 1992. The County also indicates that the employees in the Human Services non-professional unit, represented by the same Union, have voluntarily settled for 3.5% increases for each year of their 1992-1993 agreement.

The County indicates that the Union agreed to a 3.5% increase for the employees in the non-professional unit, yet that the Union rejects the same increase to the professionals as being unreasonable. The County produced exhibits disclosing that the wage rates for employees occupying similar positions in the employ of surrounding counties have continued to exceed the rates settled for in collective bargaining applicable to their Human Services employees.

The Union claims that the settlement reached between it and the County with respect to the Human Services non-professionals of 3.5% across the board for each year of their agreement does not set a pattern for settlements in the County, since the unions

representing employees in the Highway and Sheriff departments are presently in arbitration, wherein they are seeking percentage increases over and above those settled for the non-professionals in Human Services.

The Union indicates that many of the County's non-represented employees have received increases for 1992 and 1993 in excess of the County's offer. It acknowledges that some of said employees received step increases pursuant to an existing wage progression schedule. Increases to the non-represented employees ranged from 3.9% to 11.1% according to the Union. The Union also points out that, historically, Highway Department employees of the County have received greater longevity increases than those applicable to Human Service professionals.

e. Comparison With Other Employees Performing Similar Services

The parties are in agreement that the employees, performing duties similar to that performed by the County's Human Service professionals, namely Social Workers and Public Health Nurses in the employ of the Counties of Clark, Dunn, Jackson, Monroe, Pepin, Pierce and Trempealeau, comprise the appropriate external comparable group, pertinent to the instant criterion.

The Union indicates that the County's offer of 3.5% increase for each year of the new agreement is "less than the wage increases" granted by the comparable external group. It submitted exhibits in support of said claim, indicating that the rates paid by the County were considerably below the average of the rates paid by the comparable counties, thus, according to the Union, resulting

in placing its professional employees further behind. The Union characterizes its offer as seeking a "catch-up on wages", in order to reduce the disparity between the rates offered by the County and those received by similar employees employed by the counties composing the comparable external group.

The County maintains that its offer is in conformance with the settlement pattern among the external comparable counties, and that some of said counties awarded split increases during the years of their agreements (one in January and the other July), and that none of the comparable counties split their wage increases "in the form of a triple split", as proposed in the Union's offer. The County also argues that none of the split increases applicable to the comparable counties come close to approaching the yearly 7% wage lift which would be generated by the Union's offer. To the contrary, the County contends that its offer of 3.5% for each of the two years "is right in line" with the comparable settlement pattern of the comparable counties.

In response to the Union's "catch-up" argument, the County responds as follows:

"As one of the least prosperous and most farm-dependent counties in the area, Buffalo County's wage rates have always ranked lower than those of the comparable. But this fact alone does not lead to the automatic conclusion that the Union's excessive catch-up demand is warranted. Buffalo County's low wage ranking vis-a-vis the comparable is the result of years of voluntary bargaining between the Employer and the Union. Consequently, the Union cannot now claim that the County's less-than-average wage ranking suddenly requires catch-up."

The County points out that the Public Health Nurses constitute one-third of the employees in the professional unit, and that the additional 3.5% catch-up increase for said nurses was a direct response to a specific Union request for said employees during face-to-face bargaining between the parties, and that the "catch-up for social workers was not the focus of the Union's request in this regard."

The County contends that its final offer maintains its position with regard to the averages of the comparable counties, whereas the Union's offer would result in significant increases, and it characterizes the County's offer as nothing less than generous in view of the economic realities facing the County's taxpayers, whose annual taxable income has lagged behind the average income experienced by the taxpayers in the comparable counties.

f. Comparison With Employees of Private Employers .

Neither party set forth any comparisons or arguments relating to this criterion.

g. The Cost of Living

The Union produced cost-of-living indices applicable to "Urban Wage Earners and Clerical Workers Throughout the United States" for the year 1992, and for the first three months of 1993. Said indices indicated a 2.9% increase in the cost-of-living for the 1992 year, and a 3.0% increase for the period ending March 31, 1993. The County introduced indices applicable to "Urban Wage Earners in Non-Metropolitan Urban Areas". The latter indices

reflect a rise of 2.5% in 1992 and a rise of 3.4% for the period ending March 31, 1993.

The Union contends that the total package cost differences between the two offers of the two years of the agreement total only \$5,230.00, and it argues that such minimal difference causes the Union to indicate that the cost of living criterion "does not weigh heavily in the instant proceeding."

On the other hand the County argues that "when a comparison is drawn between the wage costs of the parties' offers and the approximate measure of the cost of living, the County's offer emerges as more reasonable."

h. The Overall Compensation Criterion

The Union argues that when reviewing the impact of wage increases on the "total compensation package" , although the County professionals receive paid holidays in line with those received by comparable county employees, the County lags behind in "sick leave accumulation", and "payout of accumulated unused sick leave upon retirement, death or disability". It points out that the County's contribution to the cost of health care insurance is the lowest (along with Pepin County). It characterizes the County as not "being a leader in vacation benefits", as well as not providing pro-rata benefits to part-time employees.

The County responds that fringe benefit comparisons are "completely irrelevant", since the issue herein involves only wages, and that the parties are not in dispute over contractual provisions relating to fringe benefits. Nevertheless, in its

brief, the County responded to the arguments of the Union with regard thereto. The County claims that many of the fringe benefits applicable to its Human Services professionals, such as paid holidays, sick leave, dental insurance and vacations, are "right in line" with the fringe benefits enjoyed by similar employees in the comparable counties, and that its employees enjoy a "far more generous longevity benefit" than that available to the employees in the comparable counties. It also points out that its professionals reach their maximum rate "far quicker". The County also contends that the amount of health insurance premium contributions paid by it, as compared to the contributions paid by the comparable counties, cannot be made, since no evidence was adduced by either party relating to plan features, deductibles, co-insurance, etc.

Neither party adduced evidence or made arguments with regard to the criteria relating to changes in circumstances during the pendency of this proceeding (ss. i), or other factors as set forth in ss. j, of Section 111.70(4)(cm).

Discussion

The Arbitrator has fully considered the evidence, consisting primarily of exhibits introduced by the parties, as well as extensive briefs filed by each of them. A number of exhibits consisted of interest awards issued by other arbitrators, and the briefs filed by the parties extensively included excerpts from said awards. The fact that this Arbitrator does not cite said arbitrators herein is not to infer that he agrees or disagrees with any of them. This Arbitrator does not cite them, since the duty to

consider and determine which of the offers herein more closely meets the criteria set forth in the applicable statute rests solely with this Arbitrator.

As noted previously herein the Union has criticized the County for not utilizing the "cast forward method" in comparing the costs of both offers. A review of the exhibits presented by the County indicates that three of the eleven employees in the bargaining unit commenced their employment in the year 1991, on 1/16/91, 5/16/91 and 9/23/91. The remaining eight employees commenced their employment on various dates between 8/15/66 and 12/1/89. In the 1991 base period, the County, for "ease of calculation" assumed that the three employees who commenced their employment in 1991 worked that entire year at the sixth month maximum rate of pay. The Arbitrator concludes that the County's method of determining the costs of both offers is not flawed, especially since the two year term of the agreement in issue has proceeded through the first eighteen months of its term, with no changes in its personnel, and with no evidence that any employee in the unit contemplates ceasing employment during the last six months of the term of the agreement.

Criteria Set Forth in ss. 7 c.

While neither party contends that the County's financial resources cannot meet the costs generated by either offer, the County claims that its offer more closely supports the "interests and welfare of the public". The Union's exhibits with regard to the department's expenditures and sources of revenue, especially those generated by the property taxes paid by its inhabitants, were

not challenged by the County. However, the fact that the budget of the Human Services department includes money from sources other than local property taxes does not persuade the Arbitrator that the Union's offer more favorably favors this criterion. The same can be said with respect to the transfer of \$100,000 from the department budget to the County's general fund in 1992.

Appendix "C", attached hereto, is a tabulation prepared by the County, comparing the costs which would be generated by both offers. The Union's offer would generate "wages only" costs in the amount of \$4,343 above the wage costs which would be generated by the County's offer, for the two years involved, and that the Union's offer would generate total compensation costs in the amount of \$5,231 over that which would be generated by the County's offer.

Criteria Set Forth in ss. 7.d.

County employees in the Highway Department, as well as law enforcement personnel in the Sheriff's Department, are represented for the purposes of collective bargaining. The wage settlements agreed upon by the County and the unions representing said employees for the years 1987 through 1991, were, for the most part, consistent with the wage increases granted to the instant unit employees, as were wage increases settled for by the Union and the County for the professional and para-professional employees in the Human Services Department of the County.

The organizations representing the Highway and Sheriff employees and the County are presently involved in interest arbitration proceedings on agreements for the years 1992 and 1993.

Therein the County has offered 3.5% increases in both of said years to the employees in said units. The Unions involved are seeking increases of 4.0% for each of said two years.

As noted previously herein, the Union and the County have reached a negotiated agreement granting 3.5% wage increases in each year of said 1992-1993 agreement, applicable to the para-professionals in the Human Services Department.

Approximately forty employees, employed in various other County departments, are not represented for the purposes of collective bargaining. Fourteen of said employees received a 3.5% wage increase for 1993. A majority of the remaining forty employees occupy either managerial, supervisory, or confidential positions, and thus would be excluded from any appropriate collective bargaining unit.

The Arbitrator is satisfied that the County's offer is closer to the increases granted to said unrepresented employees, than is the offer of the Union, as is the accord reached between the Union and the County in the 1992-1993 agreement covering para-professionals employed in Human Services. Further, although the County and the organizations representing the Highway and Sheriff employees are presently involved in pending interest arbitration proceedings for the same two year period, the County's offer herein is consistent with its offers proffered in those proceedings, but more importantly, the employee organizations involved therein are each proposing increases of 4.0% for each year, which dollar-wise, percentage-wise and lift-wise are closer to the County's offer

herein, than to that of the Offer of the Union.

On the basis of the above, the Arbitrator concludes that the "internal comparison" criterion supports the offer of the County, rather than the offer of the Union.

Criteria Set Forth in ss. 7. e.(External Comparisons)

The Union submitted exhibits reflecting fringe benefit provisions applicable to the professional employees in the Human Services Department of the County with similar provisions applicable to like employees in the employ of the comparable group of counties. The Arbitrator concludes that such comparisons are not significantly material herein, since during the course of their bargaining on the instant agreement, the parties agreed to incorporate the existing fringe benefit provisions in their new agreement, except for minor changes to be included therein. Under such circumstance the fact that the fringe benefits applicable to the instant employees may be "under par", when compared to those granted to similar employees employed by the comparable group of counties, does not constitute a basis to favor the Union's wage offer over that of the wage offer of the County.

The parties introduced exhibits reflecting the wage rates and wage increases applicable to Social Workers and Nurses in the employ of the comparable counties. No evidence was adduced as to the number of employees employed in the various classifications by said counties, or the job descriptions thereof, or the progression from lower classified positions to higher classified positions, etc. While the parties submitted supporting collective bargaining

agreements, neither party called attention to any specific provisions in said agreements which the Arbitrator should consider.

In comparing the settlements applicable to Social Workers and Nurses in the employe of the counties in the comparable group, it should be noted that the settlements for the 1992 and 1993 years were consummated for those employed in the counties of Clark and Pierce as split increases, effective on January 1 and July 1 of each of those years. Dunn County employees received their increases on January 1 of each year, while in Pepin, employees received their increase on January 1 for the 1992 year, and that increases for 1993 were split for Social Workers for 1993 (January 1 and July 1), while the increase to Nurses became effective on January 1, 1993. The counties of Jackson, Monroe and Trempealeau have reached settlements for 1992. The increases to Jackson's employees became effective January 1 and July 1, as did the increases granted to employees in Monroe. Trempealeau's employees received their increase on January 1. Appendix "D" reflects the comparisons of the wage increases, which would be generated by the instant offers with those increases in effect for counties in the comparable external group of counties.

Appendix "E" reflects the "lifts" which would be generated by each of the offers herein compared with the "lifts" granted to like employees of the comparable counties which have settled for 1992 and 1993. Appendix "F" reflects the settlement costs which would be generated by the offers herein compared to the settlement costs of the counties which have settled for the same two year period.

The comparison of the wage rates and increases which would be generated by the offers herein with the average wage rates and increases by the four counties which have established same for the years 1992 and 1993, is reflected as follows:

	<u>4 County Average Rate</u> <u>1991</u>	<u>1993</u>	<u>Monetary</u> <u>Increase</u>	<u>Percentage</u> <u>Increase</u>
Social Worker I	\$12.01	\$13.21	\$1.20	8.33%
Social Worker II (a)	12.62	13.98	1.36	10.78%
Social Worker III	14.08	15.42	1.34	9.52%
Pub. Health Nurse	12.89	14.61	1.72	13.34%
<u>Buffalo County</u>				
Social Worker I				
Union Offer	10.57	11.79	1.22	11.54%
County Offer	10.57	11.42	.85	8.04%
Social Worker II				
Union Offer	11.36	12.66	1.30	11.44%
County Offer	11.36	12.21	.85	7.48%
Social Worker II				
Union Offer	12.93	14.41	1.48	11.44%
County Offer	12.93	13.79	.86	6.65%
Pub. Health Nurse				
Union Offer	11.35	12.66	1.31	11.54%
County Offer	11.35	12.60	1.25	11.01%

(a) One of the four counties does not maintain this classification.

With respect to the four comparable counties which have settled for 1992 and 1993, it is apparent that in the base year of 1991 the hourly wage rates of the County employees occupying the four positions noted were significantly behind the average hourly wage rates paid to similarly classified employees in the four counties of the comparable grouping, and that over the two year

period, 1992 and 1993, the Union's offer would generate monetary hourly increases greater than the four county average in the Social Worker I and III positions, while the County's Social Worker II and Public Health Nurse positions would receive monetary hourly increases below that received by the occupants of said positions in said four counties. The Union's offer would generate percentage increases over the 1991 base period over and above the four county average of the increases granted to Social Workers I, II and III, while the percentage increase to the Nurse position would be less than that granted by the comparable group of counties.

The County's offer would generate monetary increases less than the average increases granted to the employees occupying the four positions in the employ of the four comparable counties. The percentage increases to the occupants of the four positions would be less than the average of the increases to like employees in the employ of the four counties.

The comparison of the wage rates and increases which would be generated by the offers herein with the wage rates and increases by the average of the three counties which have established same for the year 1992, is reflected as follows:

	<u>3 County Average Rate</u> <u>1991</u>	<u>1993</u>	<u>Monetary</u> <u>Increase</u>	<u>Percentage</u> <u>Increase</u>
Social Worker I	\$12.77	\$13.31	\$.54	4.23%
Social Worker II (b)	13.37	13.93	.56	4.19%
Social Worker III	14.62	15.23	.61	4.17%
Pub. Health Nurse	13.58	14.02	.44	3.24%

Buffalo County

Social Worker I

Union Offer	10.57	11.00	.43	4.07%
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County Offer	10.57	11.01	.44	4.16%
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Social Worker II

Union Offer	11.36	11.81	.45	3.96%
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County Offer	11.36	11.80	.44	3.87%
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Social Worker III

Union Offer	12.93	13.45	.52	4.02%
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County Offer	12.93	13.38	.45	3.48%
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Pub. Health Nurse

Union Offer	11.35	11.81	.46	4.05%
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County Offer	11.35	12.19	.84	7.40%
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(a) One of the three counties does not maintain this classification.

It is to be noted that for the year 1992 the three county average monetary and percentage hourly increases are greater than the monetary and percentage increases which would be generated by each of the offers herein for the occupants of the positions of Social Workers I, II and III. The Union's offer would generate an hourly increase just above that of the three county average to the occupants of the Nurse position, reflecting an increase of 4.05% as compared to the three county average of 3.24%. The County's offer monetarily almost doubles the average increase to the Nurse position, which would generate a 7.40% increase in the hourly wage rate, more than twice the three county average increase granted by the three counties.

The rankings of the hourly rates which would be generated by the offers of the Union and the County in relationship to the hourly rates paid to the positions noted by the comparable counties are as follows:

	<u>1991 8 Counties</u>	<u>Agreements For 1992 Only 4 Counties</u>		<u>Agreements For 1992 & 1993 5 Counties</u>	
		<u>U/Offer</u>	<u>C/Offer</u>	<u>U/Offer</u>	<u>C/Offer</u>
Social Worker I	7/8	4/4	4/4	4/5	5/5
Social Worker II*	6/6	3/3	3/3	4/4	4/4
Social Worker III	7/8	4/4	4/4	4/5	4/5
Nurse	7/8	4/4	4/4	5/5	5/5

* Two counties do not maintain this position.

Except for the pick-up in the ranking of the rate generated to the position of Social Worker I by the Union's offer, when compared to the counties which have settled for 1992 and 1993, both offers maintain the same rankings.

The Arbitrator concludes that the statutory criteria set forth in ss. 7.4. supports the Union's offer more so than it supports the County's offer. Such support is tempered somewhat by the fact that the wage settlements prior to 1992 were mutually agreed upon by the parties in their collective bargaining, and thus the Union and the County must mutually share the low standing of the wage rates previously agreed upon. It should be also noted that the Union has structured its offer in such a manner so as to establish an increase of 2.66% at the end of 1993 over and above the increase which would be generated by the offer of the County, thus creating a significant "head start" in bargaining on the agreement to succeed the one in issue herein.

The Cost of Living

The cost of living index more applicable herein is the one which relates to wage earners in the "Non-Metropolitan Urban" areas, which, as previously set forth herein, reflects a 2.5% increase in wages for 1992, and an increase of 3.4% in wages for the first three months of 1993. While both offers would generate two year increases over and above the cost-of-living, it is quite clear that the County's offer for the two years would generate wage increases closer to the cost-of-living. This criterion favors the County's offer.

Criterion Relating to Overall Compensation

While the Union argued that the County was deficient in fringe benefits when compared to the external comparables, such benefits not directly related to wages, such as health and dental insurance premium pick-ups, and payout of unused sick leave, etc., were non-issues herein since neither offer proposed changes in such benefits for the Arbitrator's consideration.

Conclusion


As reflected previously herein, the Arbitrator has fully considered the offers of the parties, the statutory criteria, the evidence pertinent to the issues herein, as well as the arguments and briefs of the parties. The Arbitrator concludes that the County's offer is favored by a majority of the statutory criteria pertinent to the issues herein, and therefore the Arbitrator is satisfied that the offer of the County should be favored over the offer of the Union, and in that regard the Arbitrator makes and

issues the following

Award

The final offer of the County is deemed to be the more acceptable toward meeting the statutory criteria set forth in Sec. -111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore, it shall be incorporated into the 1992-1993 collective bargaining agreement between the parties, together with the items and changes agreed upon during their bargaining, and, further, together with the provisions of their expired agreement which remains unchanged, either by the County's final offer, or by mutual agreement during bargaining.

Dated at Madison, Wi this 23rd day of July, 1993.


Morris Slavney
Arbitrator

IMPACT OF UNION OFFER

Appendix "A"

		<u>1991</u>		<u>1992</u>			<u>1993</u>		
	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>% Incr.</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>% Incr.</u>
<u>PHN I</u>									
DB	2080	\$ 10.56	\$ 21,972	\$ 10.99	\$ 22,866	4.07%	\$ 11.78	\$ 24,496	7.13%
MK	2080	10.56	\$ 21,972	10.99	22,866	4.07%	\$ 11.78	24,496	7.13%
<u>PHN II</u>									
EA	1231	11.35	13,978	11.81	14,457	4.07%	12.66	15,585	7.13%
EN	2080	11.35	23,616	11.81	24,580	4.08%	12.66	26,334	7.13%
<u>SW I</u>									
CI	2080	10.56	22,866	10.99	22,866	4.07%	11.78	24,496	7.13%
AK	2080	10.56	22,866	10.99	22,866	4.07%	11.78	24,496	7.13%
<u>SW II</u>									
TL	2080	11.35	23,616	11.81	24,580	4.08%	12.66	26,334	7.13%
SQ	2080	11.35	23,616	11.81	24,580	4.08%	12.66	26,334	7.13%
<u>SW III</u>									
AY	2080	12.93	26,892	13.45	27,980	4.05%	14.41	29,976	7.13%
<u>CSC</u>									
GB	2080	11.35	23,616	11.81	24,580	4.08%	12.66	26,334	7.13%
<u>DSC</u>									
JK	2080	12.74	26,508	13.45	27,980	5.55%	14.41	29,976	7.13%

PHN - Public Health Nurse SW - Social Worker CSC - Child Support Coordinator

DSC - Disability Services Coordinator

IMPACT OF COUNTY OFFER

		<u>1991</u>		<u>1992</u>			<u>1993</u>		
	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>% Incr.</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>% Incr.</u>
<u>PHN I</u>									
DB	2080	\$ 10.56	\$ 21,972	\$ 11.39	\$ 23,700	7.86%	\$ 11.88	\$ 24,552	3.59%
MK	2080	10.56	21,972	11.39	23,700	7.86%	11.88	24,552	3.59%
<u>PHN II</u>									
EA	1231	11.35	13,978	12.19	15,006	7.35%	12.60	15,511	3.36%
EN	2080	11.35	23,616	12.19	25,356	7.37%	12.60	26,208	3.36%
<u>SW I</u>									
CI	2080	10.56	21,972	11.00	22,896	4.20%	11.42	23,748	3.72%
AK	2080	10.56	21,972	11.00	22,896	4.20%	11.42	23,748	3.72%
<u>SW II</u>									
TL	2080	11.35	23,616	11.80	24,552	3.96%	12.21	25,404	3.47%
SQ	2080	11.35	23,616	11.80	24,552	3.96%	12.21	25,404	3.47%
<u>SW III</u>									
AY	2080	12.93	26,892	13.38	27,840	3.52%	13.79	28,692	3.06%
<u>CSC</u>									
GB	2080	11.35	23,616	11.80	24,552	3.96%	12.21	25,404	3.47%
<u>DSC</u>									
JK	2080	12.74	26,508	13.38	27,840	5.02%	13.79	28,692	3.06%

PHN - Public Health Nurse

SW - Social Worker

CSC - Child Support Coordinator

DSC - Disability Services Coordinator

Appendix "B"

BUFFALO COUNTY – HUMAN SERVICES (Professionals)

COSTING SUMMARY

Appendix "C"

		1992				1993			
		COUNTY OFFER	% INCREASE COUNTY OFFER	UNION OFFER	% INCREASE UNION OFFER	COUNTY OFFER	% INCREASE COUNTY OFFER	UNION OFFER	% INCREASE UNION OFFER
1991 BASE YEAR									
WAGES	249,730 01	262,889 89	5.27%	260,290 63	4.23%	271,914 60	3.43%	278,856 66	7 13%
LONGEVITY	2,474 00	2,714 00	9.70%	2,714 00	9.70%	2,954 00	8 84%	2,954 00	8 84%
FICA	19,293 61	20,318 70	5.31%	20,119 85	4.28%	21,027 45	3.49%	21,558 52	7.15%
WRS	31,777 70	33,997 30	6.98%	33,664 59	5.94%	35,183 18	3.49%	36,071 76	7.15%
TOTAL COMPENSATION	303,275 32	319,919 89	5.49%	316,789 08	4.46%	331,079 23	3.49%	339,440 94	7 15%

TWO YEAR SETTLEMENTS

<u>County</u>	<u>Social Worker I</u>		<u>Social Worker II</u>		<u>Social Worker III</u>		<u>Pub. Health Nurse</u>	
	<u>1991</u>	<u>1993</u>	<u>1991</u>	<u>1993</u>	<u>1991</u>	<u>1993</u>	<u>1991</u>	<u>1993</u>
Clark	\$ 10.34	\$ 12.03	\$ 11.39	\$ 13.11	\$ 12.96	\$ 14.76	\$ 12.53	\$ 13.85
Dunn	13.78	14.76	No Position		15.29	16.38	13.34	15.34
Pepin	10.78	11.74	12.01	13.17	12.39	13.58	10.93	13.29
Pierce	13.24	14.33	14.46	15.65	15.68	16.97	14.75	15.96
Buffalo	10.57		11.36		12.93		11.35	(a)
Union Offer		11.79		12.66		14.41	(a)	12.66
County Offer		11.42		12.21		13.79	(a)	12.60

(a) Reflects wage rate of highest PHN position - PHN II. Named counties have only one classification.

ONE YEAR SETTLEMENTS

<u>County</u>	<u>Social Worker I</u>		<u>Social Worker II</u>		<u>Social Worker III</u>		<u>Pub. Health Nurse</u>	
	<u>1991</u>	<u>1992</u>	<u>1991</u>	<u>1992</u>	<u>1991</u>	<u>1992</u>	<u>1991</u>	<u>1992</u>
Jackson	\$ 12.81	\$ 13.32	\$ 14.12	\$ 14.69	\$ 15.33	\$ 15.95	\$ 14.12	\$ 14.69 *
Monroe	13.72	14.38	No Position		14.50	15.17	14.32	14.62
Trempealeau	11.79	12.24	12.68	13.17	14.03	14.56	12.29	12.76
Buffalo	10.57		11.36		12.93		11.35 *	
Union Offer		11.00		11.81		13.45		11.81 *
County Offer		11.01		11.80		13.38		12.19 *

* Reflects wage rate of highest PHN position - PHN II. Named counties have only one, except Jackson which also has a PHN I classification.

County	Social Workers Wage Lift		Public Health Nurses Wage Lift	
	1992	1993	1992	1993
Clark	4.0% + 40¢ To Max. Rate	4.0% + 40¢ To Max. Rate	4.0% + 10¢ To Max Rate	4.0% + 10¢ To Max. Rate
Dunn	3.5%	3.5%	3.5%	3.5%
Jackson	4.0%	4.0%	4.0%	4.0%
Monroe	4.5%	Not Settled	2.1%	Not Settled
Pepin	30¢	5.0% + 30¢	Varied	Varied
Pierce	4.0%	4.0%	4.0%	4.0%
Trempealeau	3.8%	Not Settled	3.8%	Not Settled
Buffalo				
Union Offer	7.0%	7.0%	7.0%	7.0%
County Offer	3.5%	3.5%	7.0%	3.5%

	Social Workers Settlement Costs		Public Health Nurses Settlement Costs	
	1992	1993	1992	1993
<u>County</u>				
Clark	3.0% + 40¢	3.0% + 40¢	3.0% + 10¢	3.0% + 10¢
Dunn	3.5%	3.5%	3.5%	3.5%
Jackson	3.0%	3.0%	3.0%	3.0%
Monroe	4.5%	Not Settled	2.1%	Not Settled
Pepin	30¢	4.5% + 30¢	Varied	Varied
Trempealeau	3.8%	Not Settled	3.8%	Not Settled
Buffalo				
Union Offer	7.0%	7.0%	7.0%	7.0%
County Offer	3.5%	3.5%	7.0%	3.5%