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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

In the Matter of the Petition of:

Case 98 No. 50634
INT/ARB-7224

1199W/UNITED PROFESSIONALS FOR
QUALITY HEALTH CARE, SEIU, AFL-CIO,
CLC

Decision No. 28021 -A

To Initiate Arbitration Between Said
Petitioner and

ONEIDA COUNTY (PUBLIC HEALTH
DEPARTMENT)

Sherwood Malamud
Arbitrator

APPEARANCES:

Helen Marks Dicks, Attorney; Paul Burmeister, Organizer/Staff Representative; Chris Penniston, Organizer/Staff Representative, 1619 Monroe Street, Madison, Wisconsin 53711, appearing on behalf of the Union.

Drager, OBrien, Anderson, Burgy & Garbowicz, Attorneys at Law, by John L. OBrien, P.O. Box 639, Arbutus Port Building, Eagle River, Wisconsin 54521, appearing on behalf of the Municipal Employer.

ARBITRATION AWARD

Jurisdiction of Arbitrator

On May 10, 1994, the Wisconsin Employment Relations Commission (WERC) appointed Sherwood Malamud to serve as the Arbitrator to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6.c., Wis. Stats., with regard to an interest dispute between 1199W/United Professionals for Quality Health Care, SEIU, AFL-CIO, CLC, hereinafter the Union, and Oneida County (Public Health Department), hereinafter the Employer or the County. Hearing in the matter was held at the Oneida County Courthouse in Rhinelander, Wisconsin, on July 14, 1994. Briefs and reply briefs were exchanged through the Arbitrator by September 21, 1994, at which time the record in the matter was closed. Based upon a review of the evidence, testimony, and arguments presented by the parties, and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7.a.-j., Wis. Stats., to the issues in dispute herein, the Arbitrator renders the following Award.

SUMMARY OF THE ISSUE IN DISPUTE

The wage rates for calendar year 1994 and the salary schedule and rates to be paid to the Oneida County public health nurses for 1995 are the sole issues remaining in negotiations between these parties for a successor two year agreement covering calendar years 1994 and 1995.

The Union Offer

The Union proposes an across-the-board increase effective January 1, 1994 of 4%. The expired agreement identifies two of the eight employees in the bargaining unit who are "off the schedule." The Union proposes a 4% increase for these two employees effective January 1, 1994.

The schedule in place in the expired agreement and which the Union proposes to continue for the first year of this 2-year agreement consists of a hire rate step, a six month post-probationary increase, 18 month and 30 month steps. In contrast, the Union's proposed ten step schedule effective January 1, 1995, contains a 4% increase in the hire rate. Step increases are provided at: six months of employment subsequent to successful completion of the probationary period. The remaining step increases are paid on the following anniversary years of employment with this Employer: 2, 3, 5, 7, 10, 15, and 20. The step differential is 3%; each step is 3% above the preceding step. The Union proposes a hire rate for 1994 at \$12,553 and a top rate at \$14,658. For calendar year 1995, the Union proposes a hire rate of \$13,16 (4% above the 12,553 rate) and a top rate on an employee's 20th anniversary of \$17,17. Movement to higher wage steps on the schedule occur during calendar year 1995 on the employee's individual anniversary date of employment with the County.

The County Offer

The County proposes an across-the-board 3% wage increase effective January 1, 1994, and effective January 1, 1995 an additional 3.5% across-the-board wage increase on the 1994 rates.

STATUTORY CRITERIA

The criteria to be used to resolve this dispute are contained in Sec. 111.70(4)(cm)7, Wis. Stats. Those criteria are:

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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

BACKGROUND

Although the wage issue is the sole remaining issue in dispute between these parties, they disagree over definition of terms and the comparability grouping against which the wage rates of Oneida County Public Health Nurses are to be compared and contrasted. The County and Union do not agree on the meaning of the terms, such as, cost and lift. They do not agree upon a system of costing the wage offers separate from all other increases,

nor do they agree upon the manner in which wage and benefit increases are to be costed. The Union appends addenda to its brief in which it costs out both proposals. The County costs out both proposals in its Exhibits 9, 10, 11, and 12. The Arbitrator has been unable to identify any common base year figures for calendar year 1993, be it wages only or for wages and benefits in the costing materials presented by the parties.

The Arbitrator refrains from summarizing the various positions of the parties relative to the terminology they use in describing and costing their respective final offers. In deciding interest arbitration disputes, this Arbitrator employs a specific methodology for costing and contrasting the final offers of the parties. In the discussion which follows, the Arbitrator addresses the problem inherent in the wage structure and applies the criteria argued by the parties to the issues in dispute. For purposes of brevity and clarity, the Arbitrator does not review the positions of the parties on each and every point. Where appropriate to explain a point at issue, the Arbitrator may refer to the positions of the parties. The Arbitrator makes no determination as to the definition of terminology or the appropriate method for analyzing a wage dispute. The Union's or the County's analytical framework may indeed be the correct method for determining a wage dispute. The Arbitrator has his way of doing things. It is that framework which is employed in the discussion which follows.

DISCUSSION

Introduction

In the analysis which follows, the Arbitrator addresses the comparability issue. Then, the Arbitrator applies the full panoply of statutory criteria to each segment of the dispute, the wage increase in each year of the successor agreement and the Union's proposal to put in place a new wage schedule in 1995, the second year of the successor agreement.

The Pool of Comparable Communities

Oneida County is located in northern Wisconsin. Logging and tourism are the primary industries in the county. The contiguous counties to Oneida are Vilas, Forest, Langlade, Lincoln, Price, and Taylor. The County argues that the contiguous counties should serve as the group of comparables. The County concedes that Taylor is inappropriate as a comparable for this particular case, inasmuch as it has no public health department. The Union disputes the inclusion of Vilas and Forest counties as comparables, inasmuch as these two departments each have only one nonsupervisory person serving as a public health/home health nurse.

The Union argues that Shawano and Oconto counties should be included in the comparability pool. Each is similar in size to Oneida, and

each raise revenues in an amount which approximate the revenues raised by Oneida County.

Only the public health nurses of Langlade County are represented by a union. The public health nurses of the other counties are paid under wage scales established unilaterally by ordinance. In this labor market dominated by nonrepresented employees, the Union includes in its comparability pool unrepresented public health nurses.

Ordinarily, comparability is a very important criterion in determining a wage interest arbitration dispute. To provide substantial weight to this criterion, this Arbitrator normally requires that a comparability grouping consist of at least five comparables. Here, the parties agree that the nurses employed in the Public Health Departments of Langlade, Lincoln, and Price counties are appropriate comparables for determining this wage dispute concerning the wage increases and salary schedule for the public health nurses employed by Oneida County.

The County attempts to include Forest and Vilas counties in this comparability grouping. Their public health departments each employ only one employee. Vilas County employs one public health nurse. There is one wage rate for the Vilas County nurse. A new hire is placed at 85% of that rate. Although Vilas and Forest may serve as appropriate comparables for other units of employees, the size of the public health departments of both Vilas and Forest counties make them inappropriate comparables in this case. Taylor County is an inappropriate comparable in this case, it does not employ public health nurses. The Arbitrator makes no determination with regard to the comparability of Taylor, Vilas, or Forest counties concerning other units of employees.

In the discussion below, the Arbitrator includes a chart of the wage rates paid by Langlade, Lincoln, and Price counties as well as Oconto and Shawano counties. The purpose of that discussion is to highlight the problem inherent in the wage schedule in place in the expired agreement and which both parties propose to continue in effect for calendar year 1994, the first year of the successor agreement. However, that discussion has a limited purpose. The chart serves to explicate the problem present in the salary structure in place in the expired agreement. Chart 2 is not used to establish the wage levels paid by "comparable" employers or measure the wage rate increases provided by "comparable" employers to their public health nurse employees.

Both the Employer and the Union refer to geographic proximity, total revenues generated by the counties and population as the determinants of comparability. Certainly, the Arbitrator looks to geographic proximity of contiguous and noncontiguous counties as a basis for determining comparability. A geographic area may define a labor market. Population, size of the particular municipal employer, as well as the size of the particular

bargaining units are compared and contrasted in the course of making the comparability determination. In addition, this Arbitrator finds total equalized value of land, the percentage of equalized value associated with particular economic activity, such as agriculture, commercial, residential, and timber, provide another method of quantifying the resources available to municipal employers to pay the wages and benefits of employees. The above listing represents the fewest factors rather than all the factors employed by this Arbitrator to determine comparability. Frequently, parties provide additional data concerning mill rates and total revenue collected by the municipal employers. However, it is impossible to gauge the effort put forth by a particular municipal employer from data concerning total revenue without data concerning total equalized value and/or the particular mill rates of the suggested comparables.

The Arbitrator does not have clear evidence as to the size of the public health departments of Oconto and Shawano counties. The total equalized value of the property within each of those counties and the economic use and taxable resources available to those counties are not presented in this record.

The Arbitrator is left with the three agreed upon comparables as the basis for applying the comparability criterion "d" to this dispute. There is inadequate data in this record to accord this criterion much weight.

The 1994 Wage Increase

The Union proposes a 4% across-the-board wage increase effective January 1, 1994. The criterion "Such Other Factors" supports the selection of the Union's proposal on this issue. The Union proposal is consistent with the wage increases provided by this Employer to the other organized units and to its nonrepresented employees.

The County defends its proposal of a 3% across-the-board increase for calendar year 1994. It points to the increase in its contribution for health insurance and its provision of life insurance, which costs total \$2,064.

In the course of their negotiations, the parties reached agreement and have included in their stipulation of agreed-upon items an increase in the Employer's share of its contribution towards health insurance premiums, from 90-95% for family coverage. The Employer's contribution for health insurance has been at 95% in their agreements with the Wisconsin Professional Police Association, who represent the law enforcement employees and the courthouse employees in Local 158. The County contributes 95% towards family premium for the highway department employees represented by AFSCME and the nonrepresented employees of the County.

The record does not identify the premium costs for health insurance for calendar year 1993. The Employer states that the increased cost of its health insurance contribution in 1994 is approximately \$1200. However, the Arbitrator cannot measure from the data presented whether the 1994 level of premium for health insurance has remained the same, increased or decreased.

The County argues that the cost of these fringe benefits are included in its total costs. Consequently, it proposed a 3% wage increase to take into account the increased health insurance and new life insurance costs. The Union argues that the percentage contribution and the provision of a life insurance benefit had been agreed to by the parties. These benefits have been provided to other Oneida County employees. This is a catch-up benefit. Consequently, it should not be charged against the total package afforded to this unit.

There is no evidence that other employees did not have this benefit charged against their total package costs when insurance was first included at the 95% level. If anything, the collective bargaining agreement for the courthouse unit contains an addendum which provided for the adjustment of wage rates in the 1980's, if health insurance rates increased during the term of an expired collective bargaining agreement.

The Union position argues for providing these benefits to public health nurses. It does not support providing these benefits to public health nurses for free. The inclusion of these benefits in this unit's compensation package supports the Employer position in this case under the criterion "overall compensation."

Ordinarily this Arbitrator applies the cost-of-living criterion by contrasting the total package cost of each offer against the increase in the cost of living during the period in question. Here, in the absence of base year data for the cost of health insurance, the Arbitrator approximates the total costs generated by the County's agreement to increase its contribution for health insurance from 90 to 95% and agree to provide and pay for the cost of life insurance for employees in this unit. It is appropriate to charge the cost of the increased contribution for health insurance premium by the Employer and the addition of the life insurance coverage. Since the life insurance benefit was not available to employees in the base year, the full cost of that benefit, \$858, may be added to the wage cost for 1994 and contrasted to the wage cost, by itself for 1993. Together with the \$1200 in cost which the Employer attributes to the increase in its premium contribution, and in the absence of any Union argument as to the dollar impact of these increased benefits, the Arbitrator concludes that the total package impact may well approximate one percent.

The Arbitrator applies the increase in the Consumer Price Index for the prior year and contrasts that to the total package cost increase

associated with the proposal of the Union and the Employer. Here, whether the application of this criterion is limited to wage costs or to total package costs, the outcome is the same. The increase in the Consumer Price Index for non-metro areas for calendar year 1993 was 2.6%. Both the County and the Union include step increases by employees moving through the wage schedule in their computations. The Union proposal generates a wage (only) percentage cost increase of 4.3%; the Employer's generates a wage percentage cost increase of 3.2% for 1994. The Employer's offer is supported by this criterion.

In the absence of detailed data on total package costing, the Arbitrator does not give full weight to the Employer's argument concerning the costing of the insurance benefits against the Union's total package. Certainly, the inclusion of these benefits in the 1994 wage and benefit package provides strong support for the selection of the Employer's offer. However, Arbitrators provide the most weight to internal comparability in the analysis of wage disputes. Accordingly, internal comparability favors the Union's 1994 wage offer which is consistent with the increases provided to other Oneida County employees for 1994.

The Wage Schedule

The Union proposal for the second year of the agreement addresses the problem of continuing to retain two of eight employees "off the schedule." Both employees have provided this Employer with long service. Their wage rates are the product of a merit system in effect prior to the organization of this unit.

The Union's proposal for 1995 introduces an expanded salary schedule. It proposes the expansion of the salary schedule from four to ten steps. Under the current schedule nurses reach the top wage rate quickly, within a period of 2 1/2 years. The four step wage schedule assumes that journeyman status is achieved within 2 1/2 years. Recognition of length of service is reflected in the agreement's longevity schedule.

The Union proposal changes the wage structure. It contains a wage progression which assumes annual professional growth and experience that a professional employee may attain in the performance of her work. The Union bases its proposal upon the wage structure in place in Oneida County for nonrepresented employees. The dietician and health educator, both part-time positions, are allocated to Pay grade 13; the nonrepresented forester classification is allocated to grade 14. The Union argues that the pay for public health nurses lies between the rates of these two pay grades. The Union notes that the County recently implemented a 14 step pay plan for nonrepresented employees.

The County emphasizes that nonrepresented employees have the option to top out at step 9. In order to receive steps 10-14 they must forego

the right to receive longevity payments. Step increases are provided upon the recommendation of the particular employee's supervisor.

The Union notes that in July 1994, Lincoln County, whose public health nurses are nonrepresented, placed their nurses on an expanded step schedule. The Union argues that there is no career progression in the public health department. There is one classification. The expanded salary schedule will induce employees to remain in the employ of Oneida County.

The problems inherent in both salary schedule proposals are highlighted by Chart 1.

Chart 1

	BASE YEAR 1993	UNION OFFER 1994	COUNTY OFFER 1994	UNION OFFER 1995	COUNTY OFFER 1995
Hire rate	12.070	12.553	12.432	13.16	12.867
6 months	12.706	13.214	13.087	13.55	13.545
1 year (12 months)				13.96	
18 months	13.391	13.927	13.793		14.276
2 year (24 months)				14.38	
30 month	14.094	14.658	14.517		15.025
Saari	14.80	15.392	15.244		15.778
Kunda	15.689	16.317	16.160		16.726
3 year				14.81	
5 year				15.26	
7 year				15.71	
10 year				16.19	
15 year				16.67(5/5 Saari)	
20 year				17.17 (Kunda)	

The Arbitrator rejects the Unions wage structure proposal for 1995 for the following reasons. First, the 10-step expanded schedule abandons a wage structure that provides nurses with the top rate within 2 1/2 years.

Secondly, under the criterion j. "Such Other Factors . . ." the Union provides no quid pro quo for this substantial change to the wage structure. The County notes that nonrepresented employees who elect to participate in the expanded 14-step pay plan must forego longevity. Yet, the Union in this case has not proposed the elimination of longevity in exchange for its expanded salary schedule. Similarly, the Lincoln County ordinance implementing its expanded salary schedule for nonrepresented employees including public health nurses, provides for a wage freeze for the first six months of 1994 prior to the placement of employees on the expanded pay plan.

Chart 2

COUNTY	1993	1994	1995
LANGLADE	14.29		
LINCOLN	15.53	16.23	
OCONTO	15.59	16.21	
PRICE	14.50	15.28	
SHAWANO	16.58	17.25	17.77
AVERAGE	15.30	16.24	
ONEIDA EMPLOYER	14.09/15.69	14.52/16.16	15.10/16.72
ONEIDA UNION	14.09/15.69	14.66/16.32	17.17
DIFFERENCE EMPLOYER OFFER FROM AVERAGE	-1.21/+39¢	-1.72/-8¢	
DIFFERENCE UNION OFFER FROM AVERAGE	-1.21/+39¢	-1.58/+8¢	

The County proposal continues the present pay plan, a 4-step schedule with two employees off that schedule. The County's proposal fails to integrate the wage rates paid to employees Saari and Kunda into a wage schedule. The Union criticism of this approach is valid. The Union points out that 25% of the unit is "off the schedule." The employees receiving

these higher rates are named. Should these employees leave county service, the top wage rate will be revert to the 30-month rate. In addition, if one were to assume that the rates in effect in Langlade County in 1993 would be increased by the percentage increases proposed by Oneida County in this case, the top rate would increase to \$14.72 in 1994 and \$15.23 in 1995. The County proposes rates at the 30-month step of \$14.52 and \$15.03, respectively in 1994 and 1995.

More dramatically, Lincoln County, under its expanded wage schedule which it put into effect in July 1994, provides a top rate of \$16.23. Again, if one were to project a 3.5% increase in 1995, the increase proposed by Oneida County, the top rate would be \$16.80. Similarly, in Price County, the top rate in 1994 is \$15.28. If that were increased by the amount of the County's offer it would be \$15.81 in 1995. These figures suggest that the "off schedule" rates paid to Saari and Kunda will, in the near future, approximate the average top wage rate paid by contiguous counties such as Langlade, Lincoln, and Price to their public health nurses. The County's proposal to retain the present wage schedule fails to recognize, and consequently it does not address this problem. The deficiency in the Union approach is the radical break from the present wage structure and the absence of any quid pro quo for its wage structure proposal.

Both the "comparability" and "such other factors" criteria fail to support the selection of the union's proposal. The prevalent wage pattern, even among the nonrepresented is a short salary schedule which quickly provides an employee with pay at the top rate. The step differential of 3% may make it difficult to increase the recruiting entry level rate without increasing the top of the schedule to levels far in excess of what other counties pay their public health nurses. Chart 2 demonstrates that the Union's proposed schedule which is built upon a 4% increase in the hire rate for 1995 generates a to rate of \$17.17, well above the rates of the comparable's suggested by the Union, with the exception of Shawano County. The statutory criteria do not support the selection of the Union's proposed salary schedule.

The 1995 Wage Increase

The Union argues that the Employer proposed increases in each of the two years of 4%. The Union maintains that it structured its offer to meet the Employer's proposal made in mediation. The County denies that it made such an offer in mediation. The Union acknowledges that it did not accept a 4% increase in each of the two years in dispute.

The Arbitrator gives little weight to the give and take reflected in the offers made by parties in the course of their negotiations and the investigation conducted by a member of the staff of the Wisconsin

Employment Relations Commission.¹ In this case, the Union alleges that the Employer made a proposal which the Union did not accept. Such evidence is hardly the basis for the selection of one final offer over that of the other.

For calendar year 1995, the Union proposes an increase in the hire rate of 4%. The wage schedule builds on that hire rate, with a 3% per step differential from that hire rate through step 10, the rate of pay for a 20-year employee. The Union costs its proposal in addenda numbers 3 and 6 to its original brief. The cost of placing all eight employees on the salary grid totals \$10,419. The step increases which employees will receive on their employment anniversary dates as they fall during the course of 1995 total \$1,989 for a total of \$12,408. When this total dollar expenditure is divided by the wage costs under the Union final offer for 1994, the percentage increase for wages only for the Union proposal for calendar year 1995 is 6.2%. Under the Union's offer, Kunda's wage rate increases by 85¢ to \$17.17. This represents a 5.2% increase for Kunda for calendar year 1995.

The Union argues that its proposal for 1995 is justified. It attempts to catch up to the wage levels paid by comparable employers, and it attempts to achieve wage levels comparable to the rates paid by this Employer to employees in comparable classifications in Oneida County. As noted above, the Arbitrator is unable to engage in an external comparability analysis due to the lack of sufficient data on which to identify an appropriate comparability grouping.

The Union notes that in 1991, the wage rates for a social worker 2 in the courthouse unit and for the public health nurses were within 1¢ of each other. Due to mid-year bumps provided to the courthouse unit, the hire rate for the social worker 2 is \$12.74 effective January 1, 1994, whereas the hire rate under the Union offer for 1994 is \$12.553 and under the County offer it is \$12.432. However, under the courthouse collective bargaining agreement, the only rate paid to a social worker 2 who has completed probation is the \$12.738 rate.

The Union argument that catchup is necessary here is obviated by Chart No. 2. In Chart No. 2, the Arbitrator calculates the wage rate levels paid by the comparables suggested by the Union. When those rates are contrasted to the rates paid to all employees in this bargaining unit, including the two employees who are "off the schedule" (Saari and Kunda), it is apparent that the wage rates for these two employees closely approximate the average paid by the Union's comparables in calendar year 1994. Recognition must be accorded to wages actually paid to employees by this Employer. However, the Arbitrator recognizes that those employees

¹See, Greendale School District, Dec. No. 25499-A (Malamud, 1/89) discussion at p. 23.

with length of service in excess of 30 months and less than 15 or 20 years receive wage rates substantially less than Saari and Kunda.

Nevertheless, using the average rate of \$16.24 paid in 1994 by the comparables identified by the Union, the average percentage increase would have to equal 5.7% in order for that \$16.24 rate to equal the \$17.17 top rate proposed by the Union for the public health nurse under its 10-step schedule for calendar year 1995. There is nothing in this record which suggests or supports a wage package which costs 6.2% in 1995. Only several months remain in 1994. There is no evidence as of this writing that the cost of living will increase by 6.2% or by 5.7% for calendar year 1994. It is the increase in the CPI for 1994 which serves as the indicator for the contractual wage increase for 1995. The Consumer Price Index data reflected in addendum #1 to the Union's original brief suggests that the July 1993-July 1994 increase in the CPI for non-metro areas for urban wage earners and clerical workers is 3.7%, well below the percentage increases generated by the Union's offer for calendar year 1995.

On the other hand, the 3.5% wage increase proposed by the Employer is below the 4% wage increase agreed to by the Employer and the employees in the highway unit represented by AFSCME.

The Union correctly notes that the courthouse and sheriff's department employees received a mid-year bump in rates in 1993, the base year in this dispute. The lift in wage rates; i.e., the total of the percentage wage increase effective at the beginning of the calendar year and the mid-year bump total approximately 4% for employees in the courthouse unit for calendar year 1993 (2% + 2%). The wage increase agreed to by the courthouse unit and the County for 1994 is 4%; 5% in the sheriff's department; 3.5% for 1994 in the highway unit; and 4% for 1995 in the highway unit.² The Employer's wage offer of 3.5% more closely approximates the wage increases afforded by this Employer to its other employees, than the 6.2% wage increase generated by the Union's final offer. The Arbitrator concludes that the "cost-of-living" and the "such other factors-internal comparability" criteria support the selection of the Employer's offer for calendar year 1995.

SELECTION OF THE FINAL OFFER

The County fails to take account and include within its wage structure the wage rates paid to two employees, 25% of this unit, which wage rates will soon approximate the average top rate paid by whatever group of comparable employers these parties agree upon. The failure to come to grips with this problem may well impact upon the ability of this Employer to

² County Exhibit No. 32-2.

retain current staff and to recruit new staff. The market, rather than arbitral analysis, will necessitate the Employer's review of the top rate of the public health nurse. The increase in wage rates proposed by the Union for calendar year 1994 is supported by internal comparability.

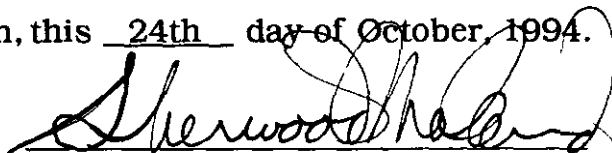
On the other hand, the Union proposes a radical break with the wage structure in place in Oneida County and, with the exception of Lincoln County, its proposed wage structure differs substantially from the wage structure in place among the employers it suggests as comparables. Although the Union recognizes a problem inherent in the present wage structure, its solution breaks the pattern of wage schedules extant among employers which it deems to be comparable to employees employed in Oneida County and, more importantly, it generates wage rates and percentage increases in 1995 far in excess of the increase in the "cost-of-living during calendar year 1994.³ The Union failed to establish a need for catchup. It is this context that the rates actually paid to Saari and Kunda were considered. Finally, there is no evidence that employees in other collective bargaining units of Oneida County, in the courthouse, sheriffs, or highway department units or the nonrepresented employees, have received individual wage rate increases which approximate the rates proposed by the Union, here for calendar year 1995. The statutory criteria, "cost-of-living", "internal comparability", and "such other factors" all support the selection of the Employer offer on the wage schedule issue and wage rate increase for 1995.

Based on the above Discussion, the Arbitrator issues the following:

AWARD

Upon the application of the statutory criteria found at Sec. 111.70(4)(cm)7.a.-j., Wis. Stats., and upon consideration of the evidence and arguments presented by the parties and for the reasons discussed above, the Arbitrator selects the final offer of Oneida County which together with the stipulations of the parties are to be included in the collective bargaining agreement between Oneida County (Public Health Department) and 1199W/United Professionals for Quality Health Care, SEIU, AFL-CIO, CLC, for calendar years 1994 and 1995.

Dated at Madison, Wisconsin, this 24th day of ~~October~~, 1994.



Sherwood Malamud
Arbitrator

³ It is the increase in the cost-of-living for that year which normally serves as a basis for increases in the following year.