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In the Matter of Final and Binding	:		WISCONSIN EMPLOYMENT RELATIONS COMMISSION
Final Offer Arbitration Between	:		
BROWN COUNTY SHELTER CARE EMPLOYEES	:	AWARD	Decision No. 28057-A
LOCAL 1901-F, AFSCME, AFL-CIO	:	WERC Case 517	
and	:	No. 50256	
BROWN COUNTY (SHELTER CARE)	:	•INT/ARB-7123	

I. NATURE OF PROCEEDING. This is a proceeding in Final and Binding Final Offer Arbitration under Section 111.70 of the Wisconsin Statutes. On December 30, 1993, the Union filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the Brown County (Shelter Care) in collective bargaining. After investigation by Marshall L. Gratz on March 8, 1994, and after submission of final offers by the parties on May 11, 1994, the Commission concluded that an impasse existed within the meaning of Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act, certified that conditions precedent to the initiation of arbitration existed under the Act, and ordered on May 25, 1994, that arbitration be commenced.

The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, the Commission issued an order of appointment on June 16, 1994. A hearing was held on September 15, 1994, at the Shelter Care facilities in Green Bay. Parties were given full opportunity to give testimony, present evidence and make argument. Briefs and reply briefs were exchanged, the final reply brief being received on December 20, 1994.

II. APPEARANCES.

JAMES E. MILLER, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appeared for the Union.

DENNIS W. RADER, Legal Counsel, appeared for the County.

III. THE FINAL OFFERS.

A. THE UNION OFFER:

- "1) Two Year Contract, 1993-1994, all terms retroactive to January 1, 1993.
- "2) All Tentative Agreements as attached to Brown County's Final Offer dated January 11, 1994.
- "3) Wage Increases: 1/1/93 - 4%
1/1/94 - 2.99%
- "4) Wage adjustment of 30¢ per hour for increased duties and responsibilities that have been added since the opening of the current Shelter Care facility. This adjustment will be effective on July 1, 1994."

B. THE COUNTY OFFER:

"The following constitutes the final offer of Brown County to the Shelter Care Employees.

"The County proposes the 1991-1992 Agreement between Brown County and the Brown County Shelter Care Employees with the following changes:

"1. Article 30. DURATION

"Two (2) year Agreement covering calendar years 1993 and 1994 with all terms retroactive to January 1, 1993.

"2. All signed tentative agreements (attached).

"3. 1993 compensation - wage increase 4.0%

"4. 1994 compensation - 2.56% total package. This breaks down to the following:

"a. Wage increase 2.87%

"b. No health insurance increase over 1993 premiums

"c. No dental or life insurance increase over 1993 premiums

"d. FICA increase - 2.87%"

IV. FACTORS CONSIDERED BY THE ARBITRATOR. "The criteria to be utilized by the Arbitrator in rendering the award are set forth in Section 111.70 (4) (cm) 7, Wis. Stats., as follows:

"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 proceedings with the wages, hours and conditions of employment of other employees performing similar services.

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

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

V. **LAWFUL AUTHORITY.** There is no question as to the lawful authority of the unit of government to meet the terms of either offer.

VI. **STIPULATIONS.** The parties have stipulated as to all other matters between them.

VII. **COSTS OF THE OFFERS.** The following table is derived from Union Ex. 1-F:

Table I

UNION TOTAL WAGE AND PACKAGE COSTING 1992-1994

<u>Item</u>	<u>1992</u>	<u>1993</u>	<u>% Inc.</u>	<u>1994</u>	<u>% Inc.</u>
Total Wages	193,455.36	201,183.97	4.00	206,951.07	2.87
Total \$ Increase		7,728.61		5,767.09	
\$ Inc. per Employee		920.07		686.56	
Total Package	260,787.53	269,819.15		276,731.01	
Total \$ Increase		9,031.62	3.46	6,911.86	2.56
\$ Inc. per Employee		1,075.19		822.84	

The County costing results in slightly higher figures but no changes in percentages. Thus:

Table II

COUNTY TOTAL WAGE AND PACKAGE COSTING 1992-1994 - COUNTY OFFER

<u>Item</u>	<u>1992</u>	<u>1993</u>	<u>% Inc.</u>	<u>1994</u>	<u>% Inc.</u>
Total Wages	194,703.36	202,481.89	4.00	208,286.24	2.87
\$ Inc. per Employee		926.02		690.99	
Total \$ Increase		7,778.53		5,804.34	
Total Package	262,283.26	271,374.71		278,331.21	
Total \$ Increase		9,091.45	3.47	6,956.50	2.56
Total Inc. per Employee		1,082.32		828.16	

The County provides the following information on the Union offer:

Table III

TOTAL WAGE AND PACKAGE COSTING 1992-1994 - UNION OFFER

<u>Item</u>	<u>1992</u>	<u>1993</u>	<u>% Inc.</u>	<u>1994</u>	<u>% Inc.</u>
Total Wages	194,703.36	202,481.89	4.00	211,149.73	2.99 + 30¢/hr. 7/1/94
Total \$ Increase		7,778.53	4.00	8,667.84	4.28
Total Package	262,283.26	271,374.71		281,763.11	
Total \$ Increase		9,091.45	3.47	10,388.40	3.83
\$ Inc. per Employee		1,082.32		1,236.71	

VIII. COMPARABLE JURISDICTIONS. The Union did not present a list of comparable districts, but the County did. The County considers its shelter care operations comparable to those in La Crosse, Marathon, Rock, and Waukesha Counties. These counties are spread in the lower two-thirds of the geographical area of the state. The County in criteria for comparability considered facilities with 9 beds or more, 24 hour coverage, one male and one female coverage during the entire day, and a 16 bed limit, with 17 or more requiring call-in staff.

According to County Exhibit 9, each of the comparables treated clients from 10 to 17 years of age, each had three shifts, and each had at least one male and one female on each shift. Brown and Marathon Counties had a 20 bed capacity. Rock and Waukesha had an 18 bed capacity, and La Crosse 16.

The Union contends that there are no natural comparables for employees such as are employed at Brown County Shelter Care in the county or neighboring counties. It notes that the County presented four comparables but said they were not a major factor. The Union holds that the use of such comparables contradicts the position of the County in its emphasis on internal comparisons instead of state-wide comparisons. The County has objected in past arbitrations to state comparisons on the ground that the counties used in comparison are too far removed from Brown County. Further the Employer made only a minimal comparison in comparing number of beds and staffing patterns. The type of work was not compared.

The County holds that shelter care work is essentially similar everywhere.

Discussion. There appears to have been an insufficient number of arbitration decisions to have established an agreed on set of comparables. The arbitrator regards the County's set as a reasonable one based on the criteria used. Even though the job descriptions of the positions in the various counties were not furnished, the classification titles are sufficiently close to assume that duties of shelter care workers are similar enough to warrant wage comparisons. The County's list is appropriate for comparisons.

IX. WAGE COMPARISONS WITH EMPLOYEES DOING SIMILAR SERVICE. The following information is derived from County Exhibits 16 and 17:

Table IV

COMPARISON OF MAXIMUM WAGES FOR SHELTER CARE TYPE OF WORKER

<u>County</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
La Crosse	9.36	9.70	10.14
Marathon	10.57	11.00	11.39
Rock	10.29	10.70	N/S
Waukesha	9.90	10.41	N/S
Average	10.03	10.45	10.77
Brown	11.13		
Union		11.58	11.93
7/1/94			12.23
County		11.58	11.91
Brown Relationship			
Union			
\$	+ 1.10	+ 1.13	1/1/94 + 1.16
			7/1/94 + 1.46
%	+10.97	+10.79	1/1/94 +10.79
			7/1/94 +13.57
County			
\$	+ 1.10	+ 1.13	+ 1.15
%	+10.97	+10.79	+10.66

County Exhibit 15 showed wage increases in a percentage basis in the comparable counties. In 1993, shelter care workers in La Crosse averaged a 3.00% increase for the year in two split increases of 2.00%. Marathon County workers got a lift of 4.00% in a split wage, and averaged 3.50% thereby. Workers in Rock County got a 4.00% increase in a straight lift, and Waukesha County workers received a lift of 5.00% in two increases averaging 4.00%. The average of the averages thus achieved in the four counties comes to a 3.63% actual wage increase whereas the County increase was 4.00%. In 1994 where La Crosse, Marathon and Rock have settled, the average increase is 3.67% as compared to the County offer in Brown of 2.87% and the Union offer of 4.28%.

Union Position on Wage Comparisons. The Union contends that the percentage increases shown by the County for some of the comparables fails to take into consideration the actual percentage rise in cost to the Employer where a split wage was applicable the previous year. Thus in La Crosse County where there was a split wage in 1993, the actual increase in percentage for the actual cost to the County in 1994 was 5.46% instead of 4.54% as recited by the County. Similarly in Marathon County where there was a split wage in 1993, the actual percentage increase in cost to the County was 4.07% instead of 3.55% as reported by the Employer here. The Union reports Rock County did not settle for 1994.

Averaging then the percentage increases in the two counties used as comparisons by the County which settled in 1994, the average comes to a 4.77% increase, whereas the County increase here for wages is only 2.87%, while the Union offer is 4.28%.

County Position on Wage Comparisons. The County notes that in 1993 the average increase in percentages in payments to shelter care workers in the four comparable counties was 3.63% whereas the percentage increase in Brown County was 4.00%. It cites three counties as having settled for 1994: La Crosse, Marathon and Rock whose percentage increases average 3.67%. In this year of 1994 the Brown County offer is 2.87% whereas the Union increase is 4.28%. If, however, the two years of 1993 and 1994 are averaged, it will be seen that the Brown County offer will be only .43% less than the average whereas the Union offer for the two years will be .98% more. The County offer therefore is closer to the average when percentage increases are taken.

However in wages per hour, the Brown County offer for 1993 greatly exceeds the average by \$11.50 at the maximum to \$10.45 for the average. In 1994 for a two-county average of \$10.77, the Brown County offer exceeds this at the maximum with a \$11.91 offer and the Union offer provides a lift at the maximum of \$12.23. The Brown County offer provides the highest wages. Brown County notes that in 1994 it is providing employees with wages of \$1.14 per hour above the average.

Discussion. It is evident from Table IV foregoing that Brown County in its offer ranks first among the comparables in dollar amount, and on this basis would not need to go higher in its offer. The Union offer is about a penny an hour different in 1994, but it has included in its offer a 30¢ per hour increase after July 1, 1994. The reason for the Union offer, according to the testimony, is an increased work load and increased professional responsibilities. Whether such an increased work load exists will be considered later here, but on the basis of wage comparisons alone, assuming the duties have stayed the same, the weight of this factor accrues to the County offer as being the more comparable.

X. WAGE COMPARISONS WITH EMPLOYEES IN PUBLIC EMPLOYMENT IN THE SAME COMMUNITY AND IN COMPARABLE COMMUNITIES. The County in this matter is emphasizing the comparability of internal settlements within the County. Emp.Ex 11 listed wage settlements for 15 groups from 1986 to 1993. A high degree of uniformity of settlement for wage increases was shown. In 1986 the settlements were at 4.00%, in 1987 around a 3.00% top, in 1988 at 3.00% with two exceptions. In 1989 settlements were around 3.0% with four major exceptions, Nurses getting an 8.00% raise and Deputy Sheriff's 3.30% plus \$0.07. In 1990 settlements were at about 3.25% with two exceptions, one of them again being Registered Nurses. In 1991 there was a uniform settlement of 4.00% with one exception, 6.0% being given in a split wage settlement for Mental Health Center Professionals. The same pattern of a 4.00% increase again occurred in 1992 with the Mental Health Professionals again getting a 6.0% wage increase in a split increase, and Library Pages getting 23¢ per hour in addition to 4%. In 1993 all sixteen groups received a 4.0% wage increase.

In 1994 the County has changed its goals and objectives in seeking to get uniform package increases of 2.56% and in 1995 of 2.44%. Such a goal means a differential in wages paid. 11 units are receiving a 2.56% package increase, but Nurses and Sanitaricians have received a 2.90% increase.

County Exhibit 13 shows that the County is seeking to establish a 5.00% total package increase for the two years from 1993 to 1995.

County Exhibit 14 again shows the pattern of wage settlements for 17 units of the City of Green Bay, three of which units are not represented, with a settlement pattern of 3.25% to 3.425% in actual wages in 1993, 4.00% in 1991, 1992 and 1993 with small exceptions, 2.35% in 1994 and 2.40% in 1995.

Union Position on Internal Comparables. The Union holds that internal comparables in Brown County do not provide a complete picture for purposes of comparison to the issues involved in the Shelter Care interest arbitration here. The Union is not disputing that the Employer has settled with a large number of units for 1994 with wage increases ranging from 2.87% to 3.06% in a County pattern of trying to get the same total package costing. This pattern of bargaining is not useful in this case, because what is involved, is a wage adjustment to reflect increased duties. The County cannot address this issue, because it can think only of a finite dollar pool. The Shelter Care employees however are not comparing themselves with other Brown County employees but are comparing what they are doing now compared to what they did in the past. The changes in duties require increased compensation.

The County's Position on Internal Comparables. The County stresses in this matter that its offer is supported by other settlements it has effected. It cites arbitral opinion to the effect that great weight must be given to internal settlements. The County cites its exhibit to show that in 1993 16 groups of employees, plus the Shelter Care employees received a 4.0% increase on wages only. In 1994 the County has shifted to total package increase, and thus far 11 groups of employees have settled for a 2.56% increase and four have been reported as not settled. In this year the County is offering a 2.56% increase for total package while the Union is seeking 3.83%.

In 1995 the County has settled with five groups of employees for a 2.44% total package increase.

In 1994 the County settled with Nurses and Sanitaricians each for a 2.90% increase and in 1995 for a 2.10% increase so that for seven units in 1994-1995 the total combined increase will be 5.00% in total package.

The County asserts that 774 employees have agreed to the County's offer for 1994, an overwhelming number. The County notes that historically Shelter Care employees settled for wage increases consistent with the internal settlement pattern. The time ranges from 1986 to 1993. This makes the adherence to the internal settlement pattern even more significant. Therefore settlement patterns deserve primary consideration.

The County also is contending that its offer is consistent with the internal pattern of settlement in the City of Green Bay. The City and County have made a coordinated effort to be consistent in their bargaining. In 1994 in the City of Green Bay, 14 out of 17 bargaining units settled for a 2.35% wage increase.

Discussion. The evidence is from the foregoing account of the establishment of a pattern of settlements in Brown County quite similar in some years or exactly equal in others, with few exceptions. If it is found in further analysis here that no exception is justified, then the pattern of internal settlements is controlling. It should be noted that the pattern of settlement for comparable percentage wage increases on the part of the County has changed to an emerging settlement pattern of total package. If it is found by further analysis that the job duties of Shelter Care employees have not increased in magnitude and responsibility sufficient to call for a wage adjustment, the factor of internal comparability will be most important.

XI. OVERALL COMPENSATION. In its Exhibit 18 the County provided a table to show overall income per hour of Shelter Care workers as compared to those in La Crosse, Marathon, Rock and Waukesha Counties. When dollar amounts are applied to family insurance, retirement, vacations at five years, paid holidays and sick leave, the dollar amounts from the Union and County offers in 1993 come to \$17.32 an hour, which gives Brown County the highest rank. When looked at in ranking for the specific costs, Brown County with a monthly insurance cost of \$541.97 ranks third among the five counties. In dental insurance it ranks fourth at \$23.42. In maximum vacation days at five years it ranks highest with 13. In paid holidays it ranks second with 10.5 days. Annual hours and hours per day are the same in all comparables.

Similarly comparison with the two counties which have settled for 1994 - La Crosse and Marathon - the Union proposal at \$18.14 is in first rank where the average rate in settlement is \$16.86. The County also achieves first rank in comparison to the two counties with \$17.73. Brown County is first in the three counties for health insurance at \$541.97 and second in dental insurance at \$23.52.

The Union did not specifically address this factor, concentrating on changes in duties. The County notes the higher total compensation afforded its employees and added in testimony that it allowed open enrollment for two employees to make insurance changes which cost the County \$4,778. This cost was not factored into the 2.56% package cap.

Discussion. The evidence is that the County in total compensation ranks high among comparables where settlements have occurred. The weight of this factor accrues to the County offer.

XII. COST OF LIVING. County Exhibit 20 presented information on the changes in the CPI-W from 1990 as compared to wage increases experienced by the Shelter Care employees. The following table was derived from this Exhibit 20 and appeared in the County Brief:

Table V

WAGE INCREASES VS CPI INCREASES

<u>Year</u>	<u>Max. Wage</u>	<u>% Increases</u>	<u>% CPI-W Increase</u>
1990	10.29		
1991	10.70	3.98	3.30
1992	11.13	4.02	2.50
1993 County	11.58	4.00	2.10
1994 County	11.91	2.87	2.70
1993 Union	11.58	4.00	
1994 Union			
1/1	11.92		
7/1	12.22	4.28	
1991 to 1994 County Cumulative Offer			14.87%
1991 to 1994 Union Cumulative Offer			16.28%
1991 to 1994 CPI-W Cumulative			10.60%

The County holds that the above table shows that the employees received wage increases which exceeded the changes in the cost of living. The County further notes that under its offer the two years of 1993-1994 will come to 6.87%, and under the Union offer to 8.28%, whereas the increase in the CPI is only 4.80%. The County offer is therefore reasonable.

XIII. OTHER FACTORS - CHANGES IN WORKING CONDITIONS. In the view of the Union, the principal factor to be considered here is its contention that there has been a change in working conditions of such magnitude as to justify a "wage adjustment" of \$0.30 per hour across the board after July 1, 1994. The job description of Shelter Care Worker includes 13 specified functions which are given here:

**BROWN COUNTY
CLASS SPECIFICATION**

CLASS TITLE: SHELTER CARE WORKER

DATE: JUNE, 1992

JOB SUMMARY:

Under general supervision, provides observation, care and supervision to residents of the Brown County Shelter Care Facility under both normal and stressful situations. Shelter Care workers work shifts to provide 24-hour per day, 7 days per week observation and supervision.

1. Assists in the planning, directing and supervision of the work, education, living and leisure time activities of children at the Shelter; enforces Shelter rules, intervenes in crisis situations, monitors location and activities of children.
2. Maintains positive relationships; provides support, encouragement and information to the children.
3. Observes activities and behavior of children; fills out and completes daily reports and logs; consults with appropriate professionals regarding children's behavior; completes and maintains other reports as necessary.
4. Receives referrals for admission to the Shelter, completes the process of filling out forms, observes physical condition of female/male residents upon admission and return to Facility; contacts social workers if necessary.
5. Participates in planning and executing treatment programs; implements behavior modification plans.
6. Maintains order and administers discipline as necessary and appropriate.
7. Maintains communication with parents as requested, social workers, court professionals and other professionals.
8. Plans, develops, participates in and supervises a variety of programs for children such as: recreation, education, handicraft; participates in program development meetings.
9. Completes and submits or maintains a variety of statistical and progress reports on children or agency activities.

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10. Performs and/or oversees a variety of administrative and general duties such as: maintaining inventory of bed linens and equipment, cleaning of rooms, purchasing of supplies, groceries and sundries, and administering of first aid and performance of minor maintenance duties.
11. Assists in planning nutritional meal program for children, in food preparation and clean-up.
12. Participates in staff development, attends related seminars, meetings and workshops.
13. Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED

Operates a variety of standard office equipment, kitchen appliances and utensils and vacuum cleaner.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High school graduation plus two years of college course work in human/social services and/or two years work experience in social services or a child care setting; or any combination of education and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certification:

Valid Wisconsin driver's license required; certification in first aid as set forth by DHSS or ability to pass a course.

Knowledge, Skills and Abilities:

-Knowledge of group dynamics, human relations, skills and treatment team approaches.

-Knowledge of health and safety precautions and first aid.

-Knowledge of acceptable hygiene standards.

-Knowledge of adolescent psychological principles.

-Ability to utilize crisis intervention skills in handling emergency situations.

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- Ability to relate with young people in a responsible unprejudiced and understanding manner using sound judgement.
- Ability to work and cooperate with local law enforcement officials and social workers.
- Ability to enforce the rules and regulations established in the Shelter.
- Ability to exercise mature judgement in problem situations.
- Ability organize, instruct and supervise youths and display the capacity to provide good care for children.

This class specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

app/mgt/6-22-92

It is the Union contention that the duties of the employees have been increased by the development of two programs to treat adolescents who may find their way to shelter care. The first program is the "seasons" or "Continuum of Care" program in which an adolescent goes through four or five phases of treatment over a period of time. In the third phase of the seasons program after about six weeks the child is in the shelter care facility where the staff originally was to participate as a member of the treatment team in the following functions:

- | | |
|----------------------------|--------------------------------------|
| a. Crisis planners | e. Contracting for specific behavior |
| b. Monitor visits | f. Wrap-up groups |
| c. School | g. Journaling |
| d. Community support group | |

(UX 4)

The journaling function for Shelter Care workers was discontinued. This was a function in which the worker sat with the client while the client wrote down his or her experiences in the seasons program.

Another new program is the Intensive Supervision Program. The purpose of this program is to divert children from correctional placement by providing a non-correctional dispositional response to violent and/or aggressive delinquent behavior on the part of adolescents. Intensive supervision focuses on three primary issues: accountability, rehabilitation and community safety. A purpose of this program is to avoid placing children in a correctional institute by placing the child in an intensive supervision program with an array of services provided in collaboration with schools, community based programs and other treatment providers. The supervisor in charge of this program is a professional Social Worker. Phase Two of this program involves a stay in Shelter Care. Shelter Care workers must become familiar with how the program operates. An Intensive Supervisor Social Worker will set up each child's routine of expectations and will do most of the individual monitoring. The Shelter is a place for the adolescent and the same basic supervision will be given by Shelter Care workers as with all Shelter Care adolescents. (UX 5-B). Among other things of special concern, Shelter Care workers are not to provide children with passes to go home when the parents are unable to provide supervision.

Children in this program would be ordered by a court for correctional placement, but this placement order would be stayed if there is voluntary participation by the child in the program.

The Shelter Care phase of a five-phase program occurs at a time after the child has been in the program from 20 to 25 days in secure detention.

The Phase Two program at Shelter Care will be for a period of 20 days with a 10 day extension. This phase calls for:

1. A strict daily schedule or routine including wake-up times, chores, school work, meals, bedtime.
2. Service put in place and implemented, such as counseling, restitution, work, community service.

3. For youths not employed, 7.5 hours of community service a week for the duration of the program.

4. For the first 10 days, only on-the-grounds passes to confer with parents are permitted. For the second 10 days, two hours off-the-ground passes to visit parents will be permitted.

5. An educational program put in place.

6. Daily face-to-face contacts with the Intensive Supervisor.

7. Pagers used to monitor the youth when away from the facility.

8. Youth to hand a 4-page report on experiences and thoughts on the second last day.

9. The youth to follow all program rules of conduct.

10. Review of treatment plan, of upcoming expectations and a signed agreement to continue.

Points are assigned against participants in the program for violations of the rules of conduct with 60 point total causing discharge from the program. Further law violations, use of forbidden substances like alcohol, drugs or inhalants, involvement in gang activity, use of a weapon, failure to follow education programs including missing classes, failure to follow written home rules, failing to report police contacts, failing to be cooperative in the Intensive Supervision work, runaway behavior and failing to cooperate with the Restitution Program expectations, all cause loss of points with scales of increasing penalty for repeated offenses. (UX 5-F).

Although there are extensive procedures involved in monitoring a youth in the program, Shelter Care "responsibility will involve nothing out of the ordinary except to act as a 'reception center' for FAX transmittals." (UX 5-G). Attendance of youth at support groups must be verified by a signed sheet.

In staff duties among other things, it is the duty of the staff to see to it that residents follow the daily schedule and perform all program activities as smoothly and effectively as possible. The staff is to enforce all of the rules of Shelter Care and take necessary steps to maintain consistency at all times. They are to work as a team, conferring on the daily routine with joint handling of any problem situations.

Two Shelter Care workers, a male and a female, must be on duty on each one of three shifts. Other rules and regulations also apply as to conduct on the job. (UX 6-B, 6-C).

Union Exhibit 7-A showed that in 1993 a total of 742 individuals were in the shelter as compared to 509 in 1992, 571 in 1991 and 640 in 1990. In both 1976 and 1977 in excess of 700 individuals were in the shelter.

In the seven months of 1994 from January through July, 465 youths had been in the shelter and the average stay was 5.9 days, and the average daily population was 13.4 persons.

There were 14 days during the period when the shelter population was 14, 25 days with 15, 15 days with 16 persons, 14 days with 17, 7 days when 19 were present, 13 days with 18 present and 9 days when 20 or more were present. When the total goes above 17 a third worker is employed. (EX 80). The Union is arguing that in high capacity days there is potential danger from violence and that workers are extremely busy. (UX 7-B).

The Seasons program is a family centered treatment program designed on a "Continuum of Care" model provided by the Brown County Social Service, Brown County Shelter Care, Brown County Mental Health Center, and the Green Bay Public School System. The phase II program focuses on treatment of the youth and the family's core issues while promoting the family's ability to resolve conflict. The youth begins making the transition from a school located in the Center to a "home" school while the progress is being monitored. (EX 22).

In a Shelter Care staff meeting on September 18, 1992, the role of the Shelter Care worker was discussed. Extra coverage of employees was to be provided when duties specific to the Seasons program were to be performed. Since the youth would be attending school full-time and attending an after school or evening program on some days, most duties required by Shelter Care would occur Sunday to Friday with extra coverage primarily needed for evening shifts, Sunday through Thursday.

Among duties required of Shelter Care workers for youth in the Seasons program were these:

- 2 to 4 hours Sunday evening to co-facilitate a wrap-up group for returning youth. Check youth back in and reviewing how their weekend went.

- Monday to Thursday, 'journaling' with up to two youths.

- Be part of a Treatment Team in progress reviews at 1/2 hour per child per week.

- Making school and parental contacts after monitoring client's whereabouts and documenting as needed about how child or family is complying with the plan set.

- As part of a Treatment Team, be part of a planning, evaluation and revising process.

Staff was to be provided additional training as needed with stress or anger management, training skill, and journaling, among other things. (EX 23-A). Journaling, however, was eliminated in January of 1994.

A typical day for a client would consist of 8-1/2 hours sleep, one half hour rising, 2 hours eating, 8 hours school, 2-1/2 hours occupational therapy, occasional group session or outing, and 2-1/2 hours for other purposes, one of which is at least for school study. (EX 24). In this period of 24 hours during the school year, the Shelter Care worker would spend 8-1/2 hours monitoring, 13 hours observing, 2-1/2 hours in related activity. (EX 25).

During 1992 81.75 extra hours were provided with 55.5 of those hours being "One-on-One" and 26.25 in meetings. (EX 27). In 1993 449.5 hours of additional assistance were provided with 326.75 hours being "One-on-One" and 116.75 hours in meetings. In 1994 through August 188 additional hours of assistance were provided with 39 hours "One-on-One", 68.25 hours in meetings, 52.75 hours in groups and 28 hours in outings. (EX. 29).

In 1993 when 17 persons were present in the shelter, 7 employees were required giving a ratio of 1 staff per 2.43 clients. If 20 were present the ratio was 1 employee per 2.86 clients. This compares with a former ratio of 1/2.5 per client in July 1983, and in 1972 of 1 worker per 3.25 clients. (EX 30).

The County in its Exhibits 31 and 32 developed a set of charts showing the average number of youths per day during 1993 and 1994 and divided this by total daily staff to get a ratio of staff to youth. The monthly ranges were from 1.68 in September 1993 to 2.82 in August 1993.

The Union disputes the method of calculation of ratio of staff to youth on the grounds that only one third of the staff is present on any shift and therefore the ratio of the youth/staff should be tripled.

Employer Exhibit 33 shows that laundry service was shifted for sheets and blankets to the Brown County Mental Health Center on June 7, 1994, and 4 hours of cleaning service Monday through Friday was provided on February 10, 1994.

Union Position on Wage Adjustment. The Union is holding that the changed nature and quantity of work at the Shelter Care facility justifies an additional wage increase in 1994. The testimony of Union witnesses is that the job duties have changed. The Union is not asking for a reclassification, because this does not make sense where all employees are in one classification.

The Union notes that the Shelter Care employees provide observation, care and supervision to the residents under both normal and stressful situations and notes the employees participation in planning and executing treatment programs, implementing behavior modification plans, maintaining order, discipling as necessary and communicating as requested with parents, social workers, court professionals, and other professionals. They perform a variety of administrative and general duties such as inventoring supplies and equipment, cleaning, purchasing of supplies, groceries and sundries, administering first aid, planning meals and food preparation and cleanup.

Though the specific work load of the employees may vary from day to day according to the number of residents, yet the type of work performed on a day-to-day basis has changed drastically. The change occasioned by the Continuum of Care program involves adolescents who might otherwise have been sent out of the County to be incarcerated. The program involves the concept of family therapy. It is not static, but integrates the family with the treatment as much as possible. The difference in this Seasons program from service toward other Shelter Care clients is that the Shelter Care staff is to be a part of a treatment team. The staff attend meetings, provide information and observation. The employees document the progress of the clients while still providing care for other clients. New training has been required.

Similarly the Intensive Care Program involves a direct link to the court system in order to reduce the cost of incarceration in the juvenile detention system. Shelter Care is utilized as a transitional stage, and some individuals may be sent back to the Shelter Care to repeat the phase, and this may be up to two months. This program requires daily contact with the Supervisor of the program and other communication with agencies monitoring the participants.

The Seasons Program and the Intensive Supervision Program constitute a change of focus for Shelter Care involving clients who are in the criminal justice system. These programs have constituted a fundamental change in the working conditions of the employees, increasing their responsibilities. For example, now there is more disruptive behavior and a larger number of admissions.

These above described changes require a wage adjustment. The changes in conduct may reflect the changes in society as a whole, but this does not nullify the need for a wage adjustment due to the changed conditions and increased work load. The changes require more knowledge on the part of the employees, more independent judgment in job performance. The complexity of the work assignments has caused increased contacts with other agencies, and there is a more stressful and difficult work environment. There has been an increased work load and a corresponding expectation by the County for increased duties to be performed during the normal work week without any additional employees or overtime. The changes that have occurred represent an increase in job productivity.

The Union notes that the County's adherence to an internal pattern of settlement precludes the possibility of making a wage adjustment to employees whose job changes. The internal settlements of the County do not address the specific need of this bargaining unit. The use of total package comparability therefore puts these employees at a disadvantage.

The Union contends that the key to its case here lies in the credibility of its witnesses that the nature of the job performed by the Shelter Care workers has significantly changed. The capacity of the facility did not have to change to produce an increased work load. The County's staff to youth ratio is in error and the youth ratio should be tripled in number to show that only two employees are on duty at any time.

The argument of the County that behavioral changes are occurring in society does not obviate the fact that the job duties here have increased.

The Union is rejecting the argument of the County that the only time when there are increased duties are in a two-hour evening period. The evening activity is only one example of the changed duties.

The County's Position on Wage Adjustment. The County says that the overwhelming evidence supports the reasonableness of the County offer, and the Union has not justified its wage proposal. This proposal breaks the pattern of settlements and is not supported by comparative data, internal or external. The Union is basing its claims on the institution of the Seasons and Intensive Care Programs. Contrary to the testimony of Union witnesses, the Seasons Program has had little impact on the overall work load of the employees. The daily maximum of the facility in population for the month has not changed since the new facility opened in 1993 or 1994 to date. For the last 19 months the average daily population at the facility was 13.99 adolescents, or 70% of the facility, and the length of stay has not increased. The Seasons Program has not had a dramatic impact on the facility as claimed by the employees.

Also the Employer's Exhibit 30 shows that since 1983 the staff to bed ratios have decreased from 1/3.35 to 1/2.86. Formerly in an older facility the staff to bed ratio was 3.25 and even in the present facility if 20 persons are present, the staff to bed ratio is only 1/2.86. Thus the evidence is that the work load has not been impacted adversely.

The recitation of the staff about more problematic adolescents with violent behaviors, mental illnesses and suicidal or alcohol problems does not constitute a new phenomenon nor is it exclusively confined to Brown County. This change in client population behavior does not support the Union wage demand. In fact the Brown County Shelter Care workers are paid well above workers in the comparable units.

The County also argues that chores in cooking, cleaning and laundry have been reduced and journaling is not required; and further that extra staff was provided in the Seasons Program. Time previously allocated to journaling was spent in group sessions and outings with call-in staff whenever an activity would take a staff member from regular duties. The County cites its exhibits to show the additional staff provided. The amount of time spent with paperwork or with social workers, therapists and school officials has not increased. From 10 p.m. to 5:30 a.m. the Shelter Care worker checks beds. From 6 a.m. to 7:30 a.m. the worker provides the residents with meals, and the residents clean up. During the school years all Seasons participants are in school. From 3:30 the residents are in occupational therapy or group sessions at the Mental Health Center. From 7 to 9 p.m. residents must spend at least one hour in study. The routine during the summer months is not much different. Thus it is clear that there is ample time for staff to complete paperwork and handle telephone calls.

Similarly the Intensive Supervision Program does not take up more time or produce added responsibilities. A full-time Social Worker is the lead person. The Social Worker sets up the client's routine and expectations and does most of the monitoring. The role of the Shelter Care worker in this case is the same as dealing with other residents - namely providing shelter and supervision. The only additional duty is to receive FAX transmittals and contact the Intensive Supervision Social Worker. The Seasons Program has an impact only in a two hour period, and yet the Union is asking for 30 cents per hour for the 24 hours. The Union request is not reasonable.

The County contends that the Union has not met its burden of proof for the wage demand. The 1987 job description supplied by the Union shows that the job description has not changed, and in fact that some duties have decreased. The Union argument that the Seasons Program requires increased job duties because of being part of a treatment team, but the evidence is that the 1987 job description calls for this kind of function. Further the documenting and "one-on-one" documenting is not significant since there are ample hours afforded workers when the residents are in school, or counseling, or sleeping for staff to do paper work. The only actual time spent with residents is in a two hour period in the evening.

The job description, however, also calls for Shelter Care workers to observe activities and behavior of children and to fill out reports, consult with professionals, and fill out other reports. There is no evidence that the paperwork has increased.

The County contends that the Intensive Supervision Program has no impact on the work load. A full-time Social Worker is in charge and the Shelter Care workers simply monitor the clients. The fact that these youth are involved in the criminal justice system does not support the argument that the work load has increased. In fact, the 1987 job description states that employees will communicate with the court professionals as required. This is not a new development.

The contention of the Union that violent behavior has increased was not supported by data.

The County also argues that the increased number of admissions to the Shelter Care facility has not affected the average attendance on a given day. This argument cannot be sustained.

The display of independent judgment in the performance of the duties is not a new development, and they have been expected to have used it in the past in supervision of troubled adolescents.

The Union also did not offer evidence to substantiate the claim that Seasons participants are more difficult to work with than the regular residents. The Seasons Program is simply an innovative delivery system to coordinate a multi-faceted community service program, and it does not mean that the participants are more trouble.

The County argues that legally a Shelter Care facility is used for short-term, non-secure care of children pending court action and is an alternative placement for juveniles who might otherwise be placed in secure detention. The Intensive Care Supervision Program is not different except it is supervised by a Social Worker.

The Union contention that the employee's work load and expectation must increase to justify an increase in wages is simply false. Additional work hours have been provided here, and a decrease of duties has occurred, so there is not justification for each employee to be given a 30 cents per hour increase over a 24 hour period.

Discussion. The testimony of Union witnesses is that they are having to work with youth with a greater tendency to disruptive or violent behavior and to have more contacts with others who are also monitoring the activities of these youth. The testimony that the youth coming into the facility under the Seasons Program and the Intensive Supervision Program are more difficult to deal with is credible. Both of these programs are part of an effort to avoid incarceration of adolescents who would otherwise be incarcerated. The arbitrator believes that the testimony that the quantity of work and need for higher skills and more frequent exercise of them on the part of Shelter Care workers has increased.

It should be noted, however, that none of the additional work is outside of the job description.

The question then arises as to whether the increased work load in recording, making contacts, resolving disputes, is offset by a reduction of duties hereto required of staff. Through administrative changes journaling is no longer required, some laundry work is not required, and 4 hours of cleaning help is provided per day. Some additional staff has been supplied. These changes, however, reflect an acknowledgement on the part of management that the work load of the staff has increased under the new programs. From the testimony of the Union witnesses, the arbitrator is of the opinion that released functions do not quite offset the increased duties and responsibilities of the staff.

The question arises then as to whether the work load has increased throughout the 24 hour day. The evidence is from Employer exhibits that the increased work load is most likely to occur on the first and second shifts, and is likely to be at a minimum during the third shift.

The \$0.30 per hour increase sought by the Union for the second half of 1994 represents about a 2.5% lift over the beginning salary range of the Union offer for 1994. This constitutes about a 1.25% increase for the year. The increased work load justifies such an increase for the first and second shifts as a result of the new program. The Union, however, is not asking for a shift differential but an across-the-board increase. Weighing such matters, the arbitrator believes that the first and second shift workers should not be denied the increase even though a significant increased work load for the third shift has not been established. The increased quantity of work and increased responsibility justify the lift.

The next question is whether any lift at all is justified in view of the higher position of Brown County Shelter Care workers among comparable workers elsewhere. If there had been no change in the quantity of duties and increase in responsibility, the County offer would be justified. However, with the change in duties and responsibilities, a higher rate of compensation for the Brown County Shelter Care workers is justified.

Another matter to be considered is the great weight of internal consistency within the County in labor settlements. This uniformity, now shifted from wages to total package, implies that a wage relationship once established between different classifications of employees should always prevail, even if the duties of any one class are altered. Under this concept, no change either in upgrading (or downgrading) duties and responsibilities can be reflected. Adherence to this concept of settlements will not recognize the increased duties and responsibilities of the Shelter Care workers, so the pattern of settlements is not the determining weight applied here in determining the settlement.

In sum, the arbitrator is of the opinion that the increased quantity of duties and higher skills now required of Shelter Care workers, justifies the acceptance of the Union offer and is the weightiest factor in this arbitration.

XIV. ABILITY OF THE EMPLOYER TO PAY AND INTEREST AND WELFARE OF THE PUBLIC.

The County in its exhibits is pointing to the deficit which the Mental Health Center of the Human Services Department is experiencing. The shortfall amounts to \$1,000,000. The Shelter Care facility is part of the Child and Family Community Programs Division of Human Services. On this subject the County contends that the work load of the employees does not justify an increase and that the Department of which the Shelter Care operation is a part is facing this large loss. While it may be argued that any increase in governmental costs is not in the interest and welfare of the public, yet the arbitrator is of the opinion that the Brown County Shelter Care function is an increasingly critical function given the changes in society as shown from the two programs added, and in the long run the costs to the County might be less overall by having employees compensated for increased skills in their responsibilities in the Shelter Care function.

XV. CHANGES DURING THE PENDENCY OF PROCEEDINGS. No changes were brought to the attention of the arbitrator during the pendency of the proceedings.

XVI. SUMMARY OF FINDINGS AND CONCLUSION. The following is a summary of the findings and conclusions of the arbitrator:

1. There is no question as to the lawful authority of the unit of government to meet the cost of either offer.
2. The parties have stipulated to all other matters between them.
3. The County list of comparables comprising La Crosse, Rock, Waukesha and Marathon Counties is appropriate.
4. Because the County offer places the County in first rank, the County need not go higher unless an increased work load and responsibilities is shown in subsequent analysis here.

5. The County offer, based on internal County comparables and comparables in the City of Green Bay, is the more comparable, and the weight of this factor accrues to the County.

6. The evidence is that the County in total compensation ranks high among comparables where settlements have occurred. The weight of this factor accrues to the County offer.

7. In comparison to the changes in the cost of living, the County offer is the more reasonable one.

8. As to changes in working conditions and responsibilities supporting a wage adjustment for the Shelter Care workers, the arbitrator is of the opinion that the increased quantity of duties and higher skills and responsibilities now required of Shelter Care workers, justifies the acceptance of the Union offer and is the weightiest factor in this arbitration.

As to the ability of the unit of government to meet the costs of the Union offer, and as to the interest and welfare of the public, the arbitrator is of the opinion that the Brown County Shelter Care function is an increasingly critical function given the changes in society as shown from the two programs added, and therefore in the long run the costs to the County might be less overall by having employees compensated for increased skills, work load and responsibilities in the Shelter Care function.

9. There have been no changes brought to the attention of the arbitrator during the pendency of the proceedings.

XVII. AWARD. The 1993-1994 Agreement between Brown County and Brown County Shelter Care Employees, Local 1901-F, AFSCME, AFL-CIO, should include the final offer of the Union.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

Date January 9, 1995

Milwaukee, Wisconsin