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BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration of the
Dispute Between the

LACROSSE COUNTY (HUMAN SERVICES DEPARTMENT)

and the

LACROSSE COUNTY PROFESSIONAL EMPLOYEES
LOCAL 2484, AFSCME, AFL-CIO

WERC Case 139
No. 49864
INT/ARB 7027
Dec. No. 28062-A

Appearances:

Mr. Dan Pfeifer, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO for the Union. Mr. Robert Taunt, La Crosse County Personnel Director, for the Employer.

Sworn Testimony was received from:

Mr. Stephen Pl Lenser, ASM, Ms. Sue A. Conrad, R.N., B.S.N., Ms. Mary Speltz, Social Worker, Ms. Joyce Mlsna, M.S., C.H.E.S., Ms. Heather Cutting, R.D., Mr. Douglas Mormann, Director, La Crosse County Health Department, and Ms. Mary Marco, Assistant Personnel Director, La Crosse County.

Background:

On June 7, 1993, representatives of the La Crosse County Human Services Department (hereinafter referred to as the "County," or the "Employer") and the La Crosse County Department of Human Services and Health & Human Service Nurses Local 2484, AFSCME, AFL-CIO (hereinafter referred to as the "Union" or the "Employees") exchanged proposals on issues to be included in a new agreement accreting certain employees to an existing unit. The Union represents full-time and regular part-time professional employees of the La Crosse County Human Services Department and Health Department, but excluding the Directors, Case Aides, Homemakers, Clerical employees, Supervisors, Managerial, and Confidential employees. The Parties met on three other occasions and failed to reach an agreement. On September 28, 1993 the Union filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 Wis. Stats. Investigator Dennis P. McGilligan, a member of the WERC staff, conducted an investigation on November 23, 1993, and then advised the Commission that an impasse existed. The parties submitted final offers to the Commission by March 30, 1994. On June 1, 1994 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on June 16, 1994. He conducted a hearing on the matter on August 31, 1994 at the La Crosse County Courthouse in La Crosse Wisconsin. No

transcript of the hearing was taken. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for exchanging briefs and replies.

The Issue(s)

The parties are agreed on all items for inclusion in the agreement for 1992 and 1993 which accretes "...all regular full time and regular part time Health Educators, Nutrition Educators, and Lab Technologists.." to the existing professional unit of the County's Health Department and Human Services Department on July 1, 1993 except for two matters.¹ The parties are in dispute over wage rates for the top steps (30-, 42-, and 54 month rates) of the pay plan (SW-12) and the initial placement of accreting workers on it on July 1, 1993. The County proposes to use the top rate at the Social Worker II (degreed + 70 hours training) rate while the Union essentially proposes to use the top rate at the Social Worker III (degreed + 6 Graduate credits +140 hours training) rate or Social Worker IV (MSW) rate. The SW-III and IV levels are limited to 21 and 5 Social Workers, while the Union's proposal for the SW-12 class has no such restrictions. Generally the Union's placements of accreted employees is one step higher than that proposed by the County.

The parties differ as to which set of comparables constitutes the appropriate external comparison group under Section 7.(d.) of the Act against which to measure their respective offers. The Employer argues that the relevant comparison is to be made between the unit employees and health and human services department employees in four adjacent counties as well as those counties used by Arbitrator Zeidler.² The Union argues that the most appropriate comparable group includes those counties used by Arbitrator Zeidler as well as St. Croix and Ozaukee County which were used by Arbitrator Kerkman.³ It also agrees to use adjacent Monroe County which the County uses.

The parties differ considerably as to which set of comparables' positions are similar to those held by accreted employees of La Crosse County. Numerous job titles are used among and between the proposed comparables for the comparing with the accreted employees. For example, the

¹Three issues existed. Prior to the formal hearing, the parties were able to agree to language related to subcontracting as follows: "the County shall retain the right to subcontract provided however that the County shall not establish any new contract which would result in the layoff or reduction of positions of Health Educators, Nutrition Educators, or Lab Technologists." (sec 2.01) Additionally, a side letter referring to this section will be included stating: "1. The Union does not seek to restrict the current practice of contracting for services which exist in the Health Department. 2. The County agrees that it will not subcontract in a manner which would result in the lay off or reduction of positions of Health Educators, Nutrition Educators, or Lab Technologists."

²La Crosse Department of Human Services , Dec. No. 43364 (3/1/91).

³La Crosse County and Certain Employees Local 2484 , Dec. No. 26627-A, (4/19/91).

parties compare the Lab Technologists to Lab Technicians (I, II), Chemists, Senior Medical Technologist, X-Ray Lab Technician, Medical Technologist, and Medical Technician. Nutritionists and Health Educator titles also are not easily matched. Complicating the matter is the problem that neither party submitted job descriptions of alleged public sector comparables; moreover, while the Union generally supplied 1993 pay plans of these comparables listing titles and salary ranges, the Employer reported comparables' salaries based on an apparent telephone survey of personnel directors.

Cost

Wage increases for reclassifying of the accreted employees in the unit were calculated by the Employer to be \$ 2,503.39 for the balance of the contract under the Employer's offer. Under the Union's offer, these increases would be \$9,618.60, or a difference of \$7,115.21 (or about a 2% increase) plus the Wisconsin Retirement Fund and Social Security contributions of \$1,405.25. The total package cost difference would then be \$ 8,520.46. This amount is in addition to the 3% increase accorded these employees as well as other unit employees on Jan. 1 and any costs to continue insurances, WRF, etc..

The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.70 (7) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- a. The lawful authority of the 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 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 performing similar services.
- 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 generally in public employment in the same community and in comparable communities.

- 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 generally 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 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

Arguments of the Parties

The Employer

The Employer maintains that its offer provides percentage increases in wages which are in line with the comparable external settlements as well as the internal settlements. Three percent increases were granted on Jan. 1 and nearly 1% will be paid with the reclassification adjustments. These increases far exceed the 2.96% increase in the C.P.I. in 1993 and its trend for 1994. Moreover, the Union's proposal for the accreting employees is disruptive with respect to the pay plan schedule for the Social Workers and Nurses in the unit. The Union's proposal for a schedule and placement of accreting employees on it yields 9-15% increases for many of these employees which is not only excessive in consideration of (d), (e), (j.), and (g) above, it is also too rapid "catch-up" even if such were warranted.

The County's offer is consistent with the internal pattern of settlements; other County employees received approximately a 3% increase. Additionally, it has had no difficulty retaining Health Educators, Nutritionists, and Lab Technologists during the past 3 years. When the few vacancies arose, it had no difficulty attracting numerous applicants for openings; it therefore has no need to provide "catch-up" increases for this unit. The County has argued at length that the Union's proposal would allow the accreting employees (including non-degreed) to attain the same level of pay at 54 months as is available to employees in the Social Worker III (60 months and graduate credits) and IV (MSW) classification and to Registered Nurses at 72 months. The Union's offer places no caps on the number who can attain the top class, while the Social Workers have such a cap. The caps are not the major restriction on Social Workers to reach the SW-III level; testimony indicated that there are additional educational and performance requirements for Social Workers which are absent in the Union's proposal for the accreted employees. Finally, responsibility, certification, and licensure (and its maintenance) warrant a higher pay grade for the Social Workers and RNs than for the accreting employees.

The County's offer is consistent with the wages of similar employees in comparable communities. The County considers the following counties in its list based on the 1991 decision by Arbitrator Zeidler:⁴

Dodge	Manitowoc	Walworth
Eau Claire	Marathon	Washington
Fond du lac	Sheboygan	Wood

The Employer contends that these are within 25% of the size of La Crosse County and thus should be otherwise similar.⁵ Additionally, the County would use the contiguous counties of Jackson, Monroe, Trempealeau, and Vernon in its comparison group. The Union would add Ozaukee and St. Croix counties and would exclude Jackson, Trempealeau, and Vernon counties based on the 1991 decision by Arbitrator Kerkman.⁶ The County disagrees, contending that Arbitrator Kerkman didn't necessarily decide the case before him on the list attributed to him. The County also rejects attempts by the Union to make comparisons with local private sector hospitals (Luther and St. Francis) or with the Veterans Administration hospital in nearby Tomah based on their differing status and funding sources, as well as the difficulty of comparing

⁴cited previously

⁵Employer Brief, p. 3.

⁶cited previously.

working conditions and benefits

In comparing the proposals for Health Educator maximum wages, the Union's offer of \$15.43 is significantly greater than the \$14.54 average which the Employer calculates, while its offer of \$14.70 is pretty close. Only Marathon and Monroe Counties had such positions, however. Similarly, the 1993 average wage for Nutrition Educators it calculated was \$14.01 or \$.69 below the County's offer. The Union's offer is \$1.42 above average. Here the County found 7 counties to have similar positions. Finally, the County's offer to the Lab Technologists is \$14.70 at the maximum (54 month) step which is \$1.27 above the average of 3 other counties while the Union's offer is \$2.00 greater. The County notes difficulty in finding exact comparisons. Eau Claire's Health Educator position is alleged by the Employer to require a M.S., though it has been unfilled; a lower grade employee is doing much of the work. The Nutritionist also allegedly requires a M.S. The Wood and Monroe Counties' Nutritionists are allegedly director's positions, and the top rate in the former is a merit rate. The Lab Technologist at La Crosse requires a B.S. but testimony from Health Department Director was that the work can be done by 2-year degreed persons, so the County used Lab Technician pay grades where comparables listed no Technologists. The Union's use of the Eau Claire Chemist/Lab Supervisor position for comparison "is improper".⁷

The Union's placement of accreting employees on their proposed schedule is generally 1 step too high. It results in wage increases of up to 12% (in addition to the 3% general pay plan increase Jan. 1, 1993) for WIC Nutrition Educators, between 5 and 6% for Health Educators, and up to 10.5% for Lab Technologists. The average increase by placement appears to be about 2.1% under the County's offer and 7.5% under the Union's offer.⁸ Although unwarranted by wage comparisons, this "catch-up" would be too much in one year. The Employer's offer provides for prospective step increases as well as subsequent negotiated annual pay increases.

All of these factors (C.P.I., internal, and external comparisons) weigh in favor of acceptance of the County's offer.

The Union

The Union's primary argument is that its offer which provides for a 3-tier wage progression

⁷Employer Brief, p. 6.

⁸Employer's Brief, p. 12.

schedule is consistent with wages of similarly educated and responsible employees in the unit and importantly, results in wage levels somewhat catching up with the comparables' average wage levels for similar positions. The Employer's offer would further erode the already low La Crosse County Human Services Department wages.

The Union bases its argument that unit members' wages are low in comparison to benchmark wages of similar employees elsewhere. The Union asserts that the comparison should be made with La Crosse County employees and the set of counties used by Arbitrator Kerkman.⁹ Regardless, most of both party's comparables overlap, and little data is available anyway. That which is available shows that the County is and has been paying Health Educators, Nutrition Educators, and Lab Technologists too low and would continue to do so under its offer while the Union's offer will allow some measure of "catch-up". The County's data is generally flawed. It conveniently did not include Eau Claire Health Educators (1993 wage range of \$13.73-\$17.46) and used the "Dietician" wage rather than the Nutritionist wage (\$11.18 - \$13.95 vs \$13.73-\$17.46) and "Lab Technician"- probably a 2-year degree position- for comparison with the 4-year degreed Lab Technologist. In other counties (Washington and Manitowoc) it also used the "technician" for comparison. A Dietetic technician wage for Washington County was also used for comparison with the 4-year Nutrition Educator comparison, while the Wood County "Nutritionist" wage rather than the "WIC Dir/Nutritionist" wage was compared. In Monroe County the Employer also used the wrong ("WIC Nutrition Educator" vs. (Health Department) "WIC Coordinator/Nutritionist") comparison. The County also neglects to include the appropriate rate for Health Educator (\$11.16-\$13.57) since the only data submitted for Monroe County (by the Union) is for a 1992 rate of \$15.50 at the maximum! By the Union's comparisons, the Employer's offer is \$1.16 under the comparables' average for Nutritionists while the Union's offer is only \$.43 under average. The Employer's offer is \$1.18 under the comparables' average for Health Educators while the Union's offer is only \$.45 under average. and the Employer's offer is \$2.23 under the comparables' average for Lab Technologists while the Union's offer is \$1 .50 under average. The Union also draws support for its offer from comparisons with local private hospitals. Although not pressing the case, job descriptions were submitted, along with pay ranges which indicate higher pay for Dieticians and Medical

⁹cited previously. The Undersigned notes the County's contention that Arbitrator Kerkman didn't decide in the 1991 decision based on the set of comparables offered by the Union. The inference that these were rejected is not apparent; rather, such comparisons were not apparently germane to the case. The comparables used in 1991 were ones he had used previously in the La Crosse Sheriff's Department award.

Technologists than is offered to unit employees. The Union's offer is certainly not excessive, but rather moves accreted employees towards the average while the Employer's offer continues the vast disparity.

The County's offer is also unreasonable with respect to the wages of other unit employees. The non-degreed accreted employees will have only 3 wage steps, while the degreed will only have 6, from start to 54 months. Degreed Social Workers will have 6 steps on their schedule which attain a higher maximum (\$15.43 vs. \$14.70) under the Employer's offer, and will have a 3-step MSW classification as well.¹⁰ No provision is made for accreted employees who may attain the M.S. Non-degreed Social Workers can at least attain the SW-II class. While the Employer contends in its brief that non-degreed accreted employees can do the same, the Employer's offer does not explicitly indicate this possibility.¹¹ The Employer's offer also contains an oddity in that employees moving from SW-11 18 months to SW-12 30 months only receive a little over \$1/week rather than the normal step increment (about 4%) of the Employer's schedule which "fatally flaws" its offer.¹² Finally, the county's offer makes no provision for rewarding accreted employees who attain a Master's degree, which is held by at least one employee.

Discussion and Opinion

The Statute requires the Arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are external (d.), internal (e.), and private sector employees (f.), and comparisons based on inflation (h.). Each of these is considered below as the outstanding issues of this dispute have been analyzed by the Arbitrator. First, the Arbitrator is compelled to comment on the question of external comparability (d.), as outlined above, and all that this entails. The basis of comparison is then addressed, followed by the Arbitrator's analysis of wage levels and increases. Lastly, other factors and other issues are discussed.

Public sector comparables

¹⁰The SW-III and (MSW) SW-IV have the same wages at the 3 steps, however.

¹¹Union Reply Brief, p. 1.

¹²Union Brief, p. 3. The Employer attempted to correct this "error" at the hearing but the Union contended that it was a substantial change in its offer.

Comparables' Income, Population, Tax, and Valuation, (1993)¹³

County	Per Capita income	rank	Popula- tion	Value- ation	County tax	Levy rate	rank	Per-capita Value \$ 1000	rank
<u>Agreed</u> La Crosse	18.8	15	100.3	2.6	10.7	4.1	67	26.1	50
Dodge	15.4	40	78.7	2.1	14.3	6.7	26	27.3	44
Eau Claire	16.8	29	86.9	2.2	10.1	4.6	62	24.8	58
Fond du lac	19.1	11	92.2	2.7	13.8	5.2	54	28.9	39
Manitowoc	17.4	23	81.9	2.1	13.5	6.4	29	25.9	53
Marathon	17.7	19	119.3	3.4	21.0	6.2	33	28.6	40
Sheboygan	18.9	13	105.9	3.3	20.2	6.2	32	30.7	31
Walworth	17.7	20	78.1	4.6	22.4	4.9	60	58.4	3
Washington	20.6	4	102.4	4.2	18.2	4.3	64	41.2	10
Wood ave. (excl.LaX)	<u>19.1</u> 18.1	<u>12</u> 19	<u>75.1</u> 91.2	<u>2.1</u> 3.1	<u>12.1</u> 16.2	<u>5.8</u> 5.6	<u>39</u> 44	<u>27.5</u> 32.6	<u>43</u> 36
<u>Union would add</u> Ozaukee	26.8	1	75.6	4.0	11.5	2.9	71	53.1	5
St. Croix	20.1	7	52.0	1.9	10.3	5.5	47	35.7	17
<u>Contiguous-</u> agreed: Monroe	14.8	51	37.6	.9	6.0	6.8	24	23.7	61
County would add: Jackson	15.3	43	16.9	.4	3.5	7.9	13	26.1	51
Trempealeau	15.3	45	25.6	.6	4.2	7.5	15	21.9	68
Vernon	13.9	63	26.0	.6	.6	7.1	21	22.8	6

¹³Derived from Union Exhibits 8,9. Population, per capita income and valuation data are expressed in thousands; county tax is in \$millions, while full valuation is in \$ billions.

In applying the statutory criteria (d.), Arbitrators (including the Undersigned) have been guided by considerations of geographic proximity, similarity of size and other characteristics of the employer, and similarity of jobs. Similarity of jobs is further based on level of responsibility, the nature of the services provided, and the extensiveness of training and/or education required. Similarity of employers has been considered by the Undersigned. The table below indicates characteristics of counties considered by Arbitrators Kerkman, Zeidler, and the parties in the instant dispute. The counties to which the parties are agreed overlap findings of comparability in the two prior arbitration awards. The Union would add St. Croix and Ozaukee counties considered by Arbitrator Kerkman. The latter is similar in size and levy but is quite dissimilar in terms of wealth and income--not to mention geographic distance and its irrelevance since it has no similar positions. St. Croix County is more proximate geographically, but is half the size. Its income rank, levy, and tax is somewhat similar, though the valuation is much above average while La Crosse is a fair amount below. It only has one position which is "similar"; since a dearth of data exists, it will be given some consideration. Monroe County is mutually agreed upon for use as a comparable or reference in this case, perhaps because data exists, and will be considered. The remaining contiguous counties are sufficiently different from the others and La Crosse and apparently have no similar positions for use in making comparisons.

Wage Comparisons

The parties submitted data for comparison with the La Crosse WIC Nutritionist, Health Educators, and Lab Technologists' wages. The Union provided pay plans with job titles and no job descriptions (except for the local private hospitals). The Employer submitted neither, but gave testimony on how wages were surveyed by conversations with county personnel departments. Those provided are included below, along with notation. The Arbitrator has calculated a Nutritionist average maximum wage (the rate in dispute) of \$15.05 based on his examination of the evidence on which wages are most applicable for comparison. These are noted with an asterisk (*). Based on this average, the Employer's offer is \$.35 below and the Union's offer is \$.38 above. With such great variations around the mean, the conclusion that the Employer's offer is the most reasonable would only be suggestive.

NUTRITIONIST, 1993

<u>County</u>	<u>County's data</u>		<u>Union's data</u>		<u>notes</u>
	<u>min</u>	<u>max</u>	<u>min</u>	<u>max</u>	
Sheboygan	\$14.22	\$16.25	\$14.22	\$16.25*	
Fond du lac	10.98	14.05*		13.17	6
Eau Claire	11.18	13.95	13.73	17.46*	1
Marathon					
Monroe	11.16	13.57*	(12.87)	(15.66)	2
Manitowoc					
St. Croix			10.84	(14.81)*	3(-\$.45)
Walworth	12.87	16.37	12.87	16.37*	
Wood	12.71	13.35*		16.04	4
Washington	8.75	10.52			5
St. Francis					
Luther					
<u>La Crosse</u>					
Employer		14.70		14.70	
Union		15.43		15.43	

Notes: 1) The county uses "dietician" ("Registered Dietician" in exhibit 20 but Union exhibit 29 indicates "Dietician"); the Union uses "Nutritionist". The County contends that the Nutritionist requires a M.S. based on conversations with the Eau Claire Personnel Department.

2) The Union submitted no data for 1993; for 1994, it submitted the WIC Coordinator/Nutritionist wage which the Undersigned reduced by 3% for a 1993 wage. The County submitted no data, but used the Union's data (UX 34) for WIC Nutrition Educator. The Undersigned notes that the La Crosse Nutrition Educators similarly report to the WIC Nutrition Director (UX 22) implying that the lower grade (11) is more appropriate.

3) Union Exhibit 36 1994 data supplied by the Union for Public Health Nutritionist and for WIC Nutritionist. The maximum listed was \$16.50 but the "H" step at all classes is a substantial (about \$ 2) jump beyond the "G" step, which appears to be the normal last step progression. For 1993 the rate would be \$.45 less if the pay plan increased 3%.

4) The Union extends the 1992 WIC Dir/Nutritionist (grade 23) maximum of \$15.50 (UX 41) by 3%. The County claims (based on conversations with the Wood county Personnel Department) that the WIC Nutritionists are at grade 19 and paid as indicated. Again, the Undersigned notes that the La Crosse Nutrition Educators similarly report to the WIC Nutrition Director (UX 22) implying that the lower grade (19) may be more appropriate.

5) The County uses "Dietetic Technician" wages, without documentation.

6) the Employer indicates that the Union based its calculations on the wrong hours (2080 vs. 1950) and therefore the Union is \$.88 low.

The Arbitrator calculated an average Health Educator maximum wage (the rate in dispute) of \$14.34 based on wages which the County would use, and an average of \$15.51 based on the Unions data for the three counties, as seen below. Using the Employer's average, the Employer's offer is \$.36 above and the Union's offer is \$1.09 above; using the Union's the Employer's offer is \$.81 below and the Union's offer is \$.07 above. Key to this comparison is whether the Eau Claire Health Educator position is a M.S. position. It is at pay range P-55, which places it 2 steps above the Lab Supervisor/Chemist. On the other hand, the two local private hospitals employ Health Educators with higher pay. Duties there indicate similarity, though the M.S. is preferred, indicating perhaps greater expectations of the job. With such little data and great variations around the mean, the conclusion that the Employer's offer may be the most reasonable would again only be suggestive.

The Arbitrator has also calculated an average Medical Technologist maximum wage (the rate in dispute) of \$15.48 based on data for Walworth County and Eau Claire County (Environmental Health Specialist I) as seen below. Using this average, the Employer's offer is \$.88 below and the Union's offer is \$.05 below. If the 5 year rate for Medical Technologists at the two local private hospitals is used, the average maximum wage would be \$15.04, making the Employer's offer \$.34 below and the Union's offer \$.39 above. If the private hospitals' schedule maxima are used, the average would be \$15.95, clearly favoring the Union's offer. Key to this comparison is again whether the Eau Claire "Chemist/Lab Supervisor" position is a comparable position. It is at pay range P-45, which places it 2 steps below the Eau Claire Health and Nutrition Educators, whom the Employer contends are M.S. degreed positions. With such little data and great variations around the mean, the conclusion that in this case the Union's offer may be the most reasonable would again only be suggestive.

HEALTH EDUCATOR, 1993

<u>County</u>	<u>County's data</u>		<u>Union's data</u>		<u>notes</u>
	<u>min</u>	<u>max</u>	<u>min</u>	<u>max</u>	
Sheboygan	\$	\$	\$	\$	
Fond du lac					
Eau Claire	11.18	13.95	13.73	17.46	1
Marathon	13.18	15.50		15.50	
Monroe	11.16	13.57	(11.16)	(13.57)	2
Manitowoc					
St. Croix					
Walworth					
Wood					
Washington					
St. Francis			12.86	15.36	3
Luther			15.25	19.19	4
<u>La Crosse</u>					
Employer		14.70		14.70	
Union		15.43		15.43	

Notes: 1) The county uses "P-40", perhaps dietician, (Brief, p. 4, without documentation); the Union uses "Health Educator". The County contends that the Health Educator requires a M.S. based on conversations with the Eau Claire Personnel Department and that the P-40 class (by the Union's data, which includes "Dietician") is the proper class .

2) Health Department WIC Nutrition Educator was included in the Union's Exhibit 34 but not included in its wage comparison. The data is for 1994. The Employer contends that this data yields the above for 1993, implying a 3.9% wage increase in 1994.

3) B.S. , M.S. preferred. The 5-year rate; wages may rise to \$17.92 based on merit.

4) The Union submitted the "NRS CLIN/EDUCATORS" schedule (UX 20) but supplied a job description for "Health Educator" (UX 20a) indicating B.S. , M.S. preferred, 5 years experience required. The M.S. Dietician maximum wage is \$19.05 which suggests that further information and clarification is necessary before suing the figure for comparison.

LAB TECHNOLOGIST, 1993

<u>County</u>	<u>County's data</u>		<u>Union's data</u>		<u>notes</u>
	<u>min</u>	<u>max</u>	<u>min</u>	<u>max</u>	
Sheboygan	\$	\$	\$	\$	
Fond du lac					*
Eau Claire	10.00	12.30	13.37	16.83(13.95)	1
Marathon					
Monroe					
Manitowoc	9.10	10.70			2
St. Croix					
Walworth	13.38	17.02	13.38	17.02*	3
Wood					
Washington					
St. Francis			12.08	14.02(5yr)	4
Luther			12.25	15.15(5yr)	5
<u>La Crosse</u>					
Employer		14.70		14.70	
Union		15.43		15.43	

Notes: 1) The county uses "Lab Technician II" while the Union uses "Chemist/Lab Supervisor". The County contends that the former is more appropriate based on its conversations with the Eau Claire personnel department. The Union contends that "technician" implies a 2-year degree at best. On the other hand, the Lab Technologists are not directing the La Crosse lab. Eau Claire employs Environmental Health Specialists I and II at maximums of \$13.95 and the Lab Supervisor wages. Lab Technologists in La Crosse perform sampling and testing of groundwater and landfill environments as well as restaurants, grocery store products, etc. which may be some of what the Environmental Health Specialists do.

2) X-ray lab technician

3) Medical Technologist

4) maximum Medical Technologist is \$15.95 with merit.

5) maximum Medical Technologist II is \$16.89 at 8 years.

Conclusion on Wage Comparisons

Analysis of wage comparisons shows that La Crosse County Human Services Department wages are in the range of the comparables, such as the limited data and lack of job descriptions would allow for these comparisons. The comparisons for Health and Nutrition Educators appears to slightly favor the Employer's offer, while the Union's proposal for the Lab Technologists may be favored. The Undersigned's construction of comparables' average wages seems to split the \$.73 difference in maximum wages (\$14.70 vs. \$15.43), with the Employer's offer being a little low, but slightly more preferable.

Other factors and issues

The Employer and Union have both argued for an award in its favor based on internal comparisons (e.). The Employer urges the Arbitrator not to create an inequity by accepting the Union's offer in that under it, accreted employees could attain pay levels by longevity which are unavailable to Social Workers without additional education and training requirements and which are numerically "capped". These employees have greater responsibility and are required to be certified and maintain their licenses, unlike accreted employees. The accreted employees, including one non-degreed employee will be able to attain the same classification as those with an M.S.W. The Union's proposal is also disruptive with regard to the Registered Nurses who also have greater responsibility and are required to be registered and maintain their registration, unlike accreted employees. Under the Union's offer, these employees will earn more at the last step (54 months) than will Registered Nurses at 60 months. The Union urges the Arbitrator not to create inequities by accepting the Employer's offer in that under it, accreted employees who have additional education and training could never attain pay levels which are available to Social Workers who do not hold a Master's Degree even though one Health Educator has a M.S. The Employer's offer, accreted employees who attain the SW-12, 30 month step will not be paid the 4% step increase because of the "fatal flaw," and non-degreed may not be able to attain the SW-11 class after 5 years under the final offer, despite the Employer's contention to the contrary. The last two "inequities" are not significant. Since the Employer has not placed employees on the first step of SW-12, there is no impact if its offer is selected and as an error will be remedied. If the Union's offer is selected, there is no issue. Similarly, the Employer's Offer may not have carried the language regarding limited progression after 5 years of non-degreed employees to the SW-11 level which applies to unit employees; no one is affected by this in 1993.

The competing internal "inequities" which will be created are difficult to weigh. They are

undoubtedly historically created as professional units with differing pay schedules having been added to the unit. Ultimate resolution, if any, will require considerable intraorganizational bargaining by the Union as it negotiates an appropriate merger with the Employer. While this matter is best left for the parties to resolve, the Arbitrator is of the opinion that based on the evidence, testimony regarding education, responsibilities, and additional education and training of the accreted employees, and arguments, consideration of internal comparisons may slightly favor the Union's offer for this year.

The Union has argued for an award in its favor based on comparisons with private sector employees (f.). Generally it is the Employer which makes such a contention. This evidence seems to support the Union in one comparison but not necessarily in another. There is a lack of rebuttal evidence from the Employer on comparability of private hospital wages. It has argued however, that there are fundamental differences in conditions and motivations of the respective enterprises as noted above.

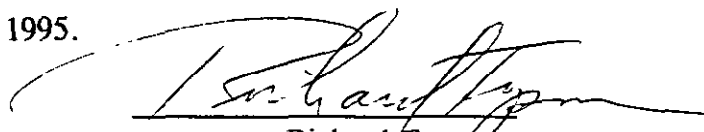
The Employer's offer clearly would be preferred based on comparisons with the recent rates of inflation (h.). Indeed this factor is a major contention of the Employer: that the placements of accreted employees results in "excessive" wage increases, as well as is implicit in its argument that these move employees too far, too fast. Absent clear evidence as to which offer is to be preferred under these other consideration, this factor is an important consideration in the following

Award

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.70 Wisc. Stats., it is the decision of the Undersigned that:

The final offer of the County, along with those items to which the parties are tentatively agreed is to be incorporated into the 1992-93 Collective Bargaining Agreement between Local 2484 and La Crosse County.

Dated this 2nd day of May, 1995.


Richard Tyson,
Arbitrator