

ARBITRATION OPINION AND AWARD

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In the Matter of Arbitration)
)
Between)
)
ROCK COUNTY)
)
And)
)
TEAMSTERS LOCAL UNION 579)
_____)

Case 283
No. 51087
INT/ARB-7316
Decision No. 28194-A

Impartial Arbitrator

William W. Petrie
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Post Office Box 320
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Hearing Held

Janesville, Wisconsin
April 7, 1995

Appearances

For the County

ROCK COUNTY
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For the Union

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BACKGROUND OF THE CASE

This is a statutory interest arbitration proceeding between Rock County and Teamsters Local Union 579, with the matter in dispute the wages to be paid to certain bargaining unit Parole Officers during a two year renewal labor agreement covering calendar years 1994 and 1995. The dispute has its genesis in certain 1992 organizational changes undertaken by the County, as a result of which these bargaining unit Parole Officers and non-bargaining unit Social Workers became part of the same organizational entity within the County. The Union, urging the existence of significant similarities and overlap between the requirements, the duties and the responsibilities of the Parole Officers and the Social Workers, seeks wage increases that would move the two classifications closer to wage parity; the County, relying upon various arbitral criteria, proposes lower wage increases than those proposed by the Union.

After their preliminary negotiations had failed to result in agreement, the Union on June 7, 1994 filed a petition with the Wisconsin Employment Relations Commission requesting final and binding arbitration pursuant to Section 111.70(4)(cm)(7) of the Wisconsin Statutes. After a preliminary investigation by a member of its staff, the Commission on October 6, 1994 issued certain *findings of fact, conclusions of law, certification of the results of investigation and an order requiring arbitration*, and on December 29, 1994 it issued an *order appointing arbitrator*, directing the undersigned to hear and decide the matter.

An arbitration hearing took place before the undersigned in Janesville, Wisconsin on April 7, 1995, at which time both parties received full opportunities to present evidence and argument in support of their respective positions, and both the Employer and the Union thereafter closed with the filing of post hearing briefs.

THE FINAL OFFERS OF THE PARTIES

The final offers of the parties, hereby incorporated by reference into this decision and award, indicate that the single remaining impasse item is

the annual wage increases for certain employees holding the Parole Officer Classification during the term of the renewal agreement.

- (1) The Employer generally proposes a 3% across the board increase and an adjustment of the 36 month step at a cost of an additional .5% during calendar year 1994, and a 3.5% across the board increase in calendar year 1995. This proposal would result in the following replacement provision in the renewal agreement:

APPENDIX B
1994-1995 Wage Schedule

A. This salary schedule shall be available only for employees who are eligible for certification as a social worker under 1991 Wisconsin Act 160, successfully complete an inservice program presented by Rock County Human Services Department, have a performance evaluation by the employees' supervisors, completion of any training requirements set forth in the employee's previous evaluation and completion of the months of service as required for each step.

Classification
Parole Officer

	<u>Hire</u>	<u>6 mo</u>	<u>18 mo</u>	<u>36 mo</u>	<u>60 mo</u>	<u>72 mo</u>
1-1-94	10.84	11.37	11.93	13.29	13.69	13.91
1-1-95	11.22	11.77	12.35	13.55	14.17	14.40

- (2) The Union generally proposes wage increases represented by the County to average 9.68% over two years. This offer would provide for the same Paragraph A above, and the following wages over the term of the two year renewal agreement:

Classification
Parole Officer

	<u>Hire</u>	<u>6 mo</u>	<u>18 mo</u>	<u>36 mo</u>	<u>48 Mo</u>	<u>60 mo</u>	<u>72 mo</u>	<u>84 mo</u>
1-1-94	10.84	11.37	11.93	12.47	13.29	13.69	13.90	
7-1-94				13.09				
1-1-95	11.22	11.77	13.10	13.55	13.75	14.17	14.39	
7-1-95								14.62

THE STATUTORY CRITERIA

Section 111.70(4)(cm)(7) of the Wisconsin statutes provides that the Impartial Arbitrator must give weight to the following arbitral criteria in reaching a decision and in rendering an award in these proceedings.

- 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. Comparisons 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 generally in public employment in the same community and in comparable communities.

- f. Comparisons 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 in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays, 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 hearing.
- 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.

POSITION OF THE UNION

In support of the contention that its final offer is the more appropriate of the two before the Arbitrator, the Union emphasized the following principal considerations and arguments.

- (1) That the following introductory factors are relevant in these proceedings.
 - (a) That the Union represents a unit of juvenile Probation Officers employed by the County, and the sole issue involves their appropriate wage rates for the 1994-1995 contract term.
 - (b) That Union's final offer should be selected over the County's because it will eliminate a significant wage differential between two units of County employees with substantially identical qualifications and responsibilities.
 - (c) That although the County had previously committed to closing the wage gap between child protection workers and juvenile Probation Officers, its offer fails to eliminate the inequity between these positions.
- (2) That the Union's final offer should be selected because it achieves wage parity for all Social Workers employed by Rock County.
 - (a) That the current wage disparity is inequitable in light of the substantial similarity of qualifications and responsibility, and the importance of the positions.
 - (b) That both positions are specialties practicing social work to an identical client population, consisting of juveniles and their families.
 - (c) That Probation Officers maintain demanding case loads which exceed those of child protection workers, and they do so

with a high degree of skill and professionalism.

- (d) That since the consolidation of the County's social services programs into the Department of Human Services, the Probation Officers responsibility for delivery of services has increased, in response to which the County committed to a gradual elimination of the wage differential; that only the Union's offer, however, brings the Parole Officers any closer to wage equity.
 - (e) That Wisconsin interest arbitrators have long recognized the importance of internal comparisons in evaluating final offers; that such comparisons are important because of the detrimental effect of wage disparities.¹
 - (f) That wage parity is even more compelling here, where the subject classifications work closely together within the same department and provide similar services.
 - (g) That the County did not present any evidence justifying the continued discrepancy in wages.
- (3) That juvenile Probation Officers and child protection services are classified similarly and require similar training and expertise.
- (a) That the juvenile probation unit provides comprehensive coordinated services to juveniles and their families who have become involved in the juvenile justice system.
 - (b) That the two juvenile Probation Offices provide services to the Circuit Court of Rock County for juvenile offenders referred to it by police, schools, parents and others.
 - (c) That the Rock County Personnel Department describes the Probation Officer position as a "professional level social work position," and officers address individual and family problems through a variety of social work and legal interventions in order to balance the rehabilitative needs of the child and family, and to ensure public safety.²
 - (d) That the Probation Officer requirements include: knowledge of social work principles, methods and practice; extensive knowledge of state and local laws, administrative codes and departmental policy; the ability to provide case management services to juveniles and their families; the ability to conduct individual, group and family counseling; knowledge of complex psychiatric, psychological and behavioral conditions and treatment planning; the ability to cooperate and work effectively with state and local officials, law enforcement, schools and other agencies; and the ability to prepare and maintain accurate, complete, clear and detailed reports, service and treatment plans. That the position requires graduation from an accredited four year college or university, and previous professional experience with a

¹ Citing the decision of Arbitrator George Fleischli in City of Waukesha, Decision No. 21299.

² Citing the Rock County Human Services Department, 1995 Management Charter, at page 14.

- juvenile justice client population.³
- (e) That child protective services intervention serves the purposes of protecting and ensuring the safety of children at risk of abuse, and providing family services to alter the conditions which create the risk of abuse.⁴
 - (f) That the Social Worker I classification is a "professional level social work" position, which carries caseload responsibility for clients with individual and family problems requiring a variety of intervention and service techniques and skills, including: knowledge of the principles and practices of social work and its application; knowledge of current social and economic problems and ways in which these problems affect individuals and families; knowledge of laws, regulations, and practices pertaining to federal and state human service programs; knowledge of human service and health resources and how to utilize them; the ability to establish and to maintain effective working relationships within the agency and community; the ability to maintain accurate, current records and to prepare clear, concise reports therefrom; the ability to make social service assessments and to provide casework treatment; the ability to plan and to organize work effectively. That the position requires graduation from an accredited four year college or university with a major in social work, or any college degree with one year social work experience in a public social service agency or an equivalent combination of training and experience.⁵
 - (g) That child protection workers and Probation Officers enter their positions with similar expertise, the same sets of objective and subjective criteria are employed, and they are required to participate in the same juvenile court intake training.⁶
 - (h) That due to the above similarity of background and expertise, it is inappropriate to maintain a distinction in wage scales.
- (4) That juvenile Probation Officers engage in the practice of social work.
- (a) That they are certified by the State of Wisconsin as social workers, which certification is consistent with their professional responsibilities.
 - (b) That Dr. Charles Zastrow, a Professor of Social Work at the University of Wisconsin - Whitewater who has worked with the Juvenile Probation Office for twenty years, testified

³ Citing the Rock County Personnel Department Job Description for the Probation Officer Classification.

⁴ Citing the Rock County Human Services Department, 1995 Charter, at page 11.

⁵ Citing the Rock County Personnel Department Job Description for the Social Worker Classification.

⁶ Citing the testimony of witness Kathy Lichtfuss at Hearing Transcript, page 42.

extensively on the practice of social work by juvenile Probation Officers.⁷

- (c) That Unit Supervisor Kathy Lichtfuss, with fifteen years of prior experience as a Social Worker in Child Protective Services, confirmed having witnessed Probation Officers using many techniques utilized by other social workers, opined that they were practicing social work, and concluded that they maintained a high degree of professional skill.⁸
 - (d) That juvenile Probation Officer Jon Moldenhauer, is a certified social worker with seven years experience with the Court. He characterized himself and his co-workers as social work practitioners, and identified the requisite duties as including providing, or facilitating services, including counseling, setting up educational plans and programs, and assuring accessibility of department and community programs for the juvenile and his or her family.⁹
- (5) That the merger of the Department resulted in an increased work load for Probation Officers.
- (a) Prior to 1992 that Rock County maintained a unique structure for delivery of social services, with a Juvenile Probation Department attached to the court, and a separate Department of Social Services; beginning in 1992, however, they were merged into the Department of Human Services.
 - (b) That the combination of the entities into a single department facilitated interaction between juvenile Probation Officers and other units within the department, combined those doing similar work, and brought about numerous changes in the scope of the duties of a Probation Officer.
 - (c) Prior to the merger, that the Probation Officers typically maintained caseloads exceeding 120, but afterwards they were required to perform more treatment and counseling functions, juvenile probation staffing was increased, and they now carry caseloads of approximately sixty to seventy; that this caseload, however, remains higher than that required of Social Workers in the Child Protection Services Department. That the post merger intensification of the Parole Officers' work load justifies their achievement of wage parity.
- (6) That arbitral consideration of the parties' bargaining history supports selection of the final offer of the Union.
- (a) That following the 1992 department merger, and in light of the additional responsibility and the similarities between job responsibilities and qualifications, the parties agreed to eliminate the wage disparity.

⁷ Citing the testimony of Profession Zastrow, particularly at Hearing Transcript, pages 40, 11, 13, 9-10, 12, 7, 8, and 10.

⁸ Citing the testimony of Supervisor Lichtfuss at Hearing Transcript, pages 85, 92, 87-88, and 90,

⁹ Citing the testimony of Social Worker Moldenhauer at Hearing Transcript, pages 17, 18, 19, 35, and 21-13.

- (b) That during their negotiation of the 1992-1993 agreement, the parties added a 72 month step at parity, and they increased wages at the 48 month and the 60 month steps to parity.
- (c) That during the current round of negotiations, the Union sought to bring the workers to full parity, at the 18 month wage step and at the 84 month step, but the County proposed moving to parity at the 36 month step which affected only a single unit employee.

For all of the reasons outlined above, the Union submits that its offer better meets the statutory criteria, and it urges that it be selected by the Arbitrator for inclusion in the parties' 1994-1995 labor agreement.

POSITION OF THE EMPLOYER

In support of the contention that its final offer is the more appropriate of the two before the Arbitrator, the County emphasized the following principal considerations and arguments.

- (1) By way of introduction and statement of the issue, that the following considerations should be determinative in these proceedings.
 - (a) That the County's offer is the more reasonable of the two under Section 111.70(4)(cm)(7) of the Wisconsin Statutes.
 - (b) That the County's offer is within the overall parameters of the internal pattern of settlement within nine of eleven collective bargaining units.
 - (c) That the Union's final offer seeks what it describes as parity with Rock County employees performing social work, and would provide for average increases of 9.68% over the term of the renewal agreement.
 - (d) That the Employer is offering a 3% across the board increase for 1994, an additional .5% in 1994 in the form of an adjustment to the 36 month salary step, and a 3.5% across the board increase in 1995.
 - (e) That the County's wage proposal actually exceeds that of the Union for 1994; in 1995, however, the Union proposes significant additional increases in the form of changes in the 18 month step and the addition of an 84 month step.
- (2) That the final offer of the County is particularly favored by arbitral consideration of statutory criteria (g) and (j) referenced above, the so called cost of living criterion and by various other unspecified criteria normally considered in wage determination.
- (3) That Employer Exhibit #3 shows movement in the CPI indexes aggregating 5.2% and 5.4% during the two year period in question, versus the 7% two year wage increase package offered by the County. Accordingly, that the cost of living criterion favors the final wage offer of the County, rather than the significantly higher wage offer of the Union.

- (4) That Rock County is the major public employer in the County, employing a total of 1,268.25 full time equivalent employees, of which 1,069.55 are represented by Unions in ten bargaining units.
- (a) That the Employer has reached voluntary settlements with 96.2% of its represented employees, and only two bargaining units represented by Local 529 and involving 3.8% of the County work force remain unsettled.
 - (b) That an internal settlement pattern involving 96% of the represented work force should not be the victim of the arbitration process; that a well established pattern of internal settlements should be sustained in the interest arbitration process.
 - (c) That other Wisconsin interest arbitrators have given controlling weight to uniform internal patterns of settlement, where there has been a history of such consistent internal settlements.¹⁰
 - (d) That selection of the final offer of the Union in these proceedings would have a detrimental impact upon the County's ability to attain voluntary settlements in future negotiations within its ten bargaining units.
- (5) That while the Union raised the issue of other bargaining unit employees being impacted upon in the reorganization of the Department of Human Services, the employees represented by AFSCME Locals 1258 and 2489 who received adjustments in 1994-1995 were merely returned to the wage relationships they had enjoyed prior to 1987.
- (6) That the Union presented significant evidence indicating that various principles of social work were significantly involved in the juvenile probation processes in the County.
- (a) That testimony indicated, however, that principles of social work had been involved in juvenile probation functions for as much as twenty years.
 - (b) That the record shows that major changes for the probation employees have involved caseloads and paperwork, and that they had experienced reductions in each area.
- (7) That the Union's case was premised on the attainment of parity with certain employees performing social work functions in the County, but its case is not supported by the statutory criteria contained in Section 111.70(4)(cm)(7) of the Wisconsin Statutes.
- (a) That the record is devoid of external and/or internal wage level comparisons which would support its demand for parity.
 - (b) That County employees perform social work in two other bargaining units, but no wage data from either unit was introduced into the record by the Union; that it is difficult for the Arbitrator to address levels of comparability without supporting data from the Union.

In summary and conclusion, that arbitral consideration of the statutory criteria favors the selection of the final offer of the Employer in these

¹⁰ Citing the decision of Arbitrator Gil Vernon in Decision No. 24319.

proceedings, particularly the pattern of settlement within the County and cost of living considerations. Further, that the Union has failed to establish the requisite comparability standard that is required to support its assertions.

FINDINGS AND CONCLUSIONS

This case involves only a single issue, the Union's demand for higher wage increases to achieve wage parity between the Parole Officer classification in the bargaining unit and a non-unit Social Worker classification.

- (1) The statutory arbitral criteria principally relied upon by the Union are the Parole Officer-Social Worker wage comparison and the bargaining history of the parties, which factors fall within the scope of Section 111.70(4)(cm)(7)(d) and (j) of the Wisconsin Statutes.
- (2) In support of its proposed wage increases for 1994 and 1995 the Employer principally relied upon *internal comparisons between the wage increases of those in the bargaining unit and other County employees, and cost of living considerations*, which criteria fall within Section 111.70(4)(cm)(7)(d) and (g).

The major problem with the position of the Union in these proceedings is its request that the Arbitrator disregard the *historic pay differential* between the bargaining unit Parole Officers and the non-unit Social Workers, and that he select the final offer of the Union to close the gap between what it regards as two comparable classifications or professions. Interest arbitrators normally place determinative weight upon such factors as the wage/salary comparisons historically utilized by the parties in their past wage determinations, and they are extremely reluctant to credit arguments based upon comparisons between historically distinct classifications, occupations or professions, such as Parole Officers and Social Workers, which principles are reflected in the following excerpts from the venerable but still authoritative book by Irving Bernstein:

"This once again, suggests the force of wage history. Arbitrators are normally under pressure to comply with a standard of comparison evolved by the parties and practiced for years in the face of an effort to remove or create a differential...

* * * * *

The last of the factors related to the worker is wage history. Judged by the behavior of arbitrators, it is the most significant consideration in administering the intraindustry comparison, since the past wage relationship is commonly used to test the validity of other qualifications. The logic of this position is clear: the ultimate

purpose of the arbitrator is to fix wages, not to define the industry, change the method of wage payment and so on. If he discovers that the parties have historically based wage changes on just this kind of comparison, there is virtually nothing to dissuade him from doing so again...

* * * * *

The execution of the parity principle to those situations to which it is applicable is beset with difficulties... There are also several worker-oriented difficulties: differences in the content of jobs, in the methods of wage payment, in the regularity of employment, and in fringe benefits. In resolving these problems, arbitrators rely most heavily upon wage history. If the parties have in the past instituted wage changes in the same amount and at the same time as the base unit, neutrals are reluctant to disrupt the tandem. Faced with the opposite facts, they tend to reach the reverse conclusion."¹¹

The following excerpts from the highly respected book by Elkouri and Elkouri, also reflect the determinative weight normally accorded such criteria as *prevailing practice* and *bargaining history*, and the *limited application of the interest arbitration process to attempts to achieve parity across occupational, professional and/or bargaining unit lines*.

"Prevailing Practice - Industry, Area, Industry-Area

In giving effect to the prevailing practice, an arbitrator relies upon precedent, adopting for the parties that which has been adopted by other parties through collective bargaining or, as sometimes is the case, as a result of arbitration awards. An award based upon application of this standard is not likely to be too far from the expectations of the parties, since most persons in the business community have long accepted the idea that there should be no basic inequalities among comparable individual or groups.

* * * * *

As to whether the comparison ordinarily should be limited to similar occupational groups, one arbitration board expressed the following view:

'It should be emphasized that in determining appropriate salaries the basis for comparison is what is paid for work in a particular profession. If the school district were hiring Engineers, Accountants, Physicists, and the like, salaries paid for those professions would presumably apply. Thus a comparison of starting salaries for teachers, who have traditionally been several thousand dollars behind the average of the other professions, may indicate the disadvantageous position of the profession in attracting competent college graduates, but it does not control in determining what should be the proper rate for entry into that profession.

'The same theory holds true in the Association's argument that teachers' starting salaries should be competitive with those of other professions such as Child Welfare Supervisors, or even callings such as police privates, police sergeants, bricklayers,

¹¹ Bernstein, Irving, The Arbitration of Wages, University of California Press (Berkeley and Los Angeles), 1954, pp. 63, 108. (footnotes omitted)

or plumbers. Each occupation has its own rationale for wage determination, not least of which is supply and demand and control thereover.

'It is not the duty of this panel to rectify years of inequity among various callings, or to impose its judgment as to the relative worth of one trade or profession over another.'

* * * * *

Where each of various comparisons had some validity, an arbitrator concluded that he should give the greatest weight to those comparisons which the parties themselves had considered significant in free collective bargaining, especially in the recent past."¹²

On the basis of the above, it is clear to the Arbitrator that determinative weight in the arbitration of wages is frequently accorded such factors as *prevailing practice* and *bargaining history*, and that the interest arbitration process rarely disregards such factors in recognition of attempts to achieve wage parity across occupational, professional and/or bargaining unit lines! Certainly the position of the Union in these proceedings is highly unusual, and it bears both the *burden of proof* and the *risk of non-persuasion* in connection with this position; despite the Union's comprehensive and persuasive evidence of many similarities and significant overlap between the duties of Probation Officers and Social Workers, they remain separate classifications within separate bargaining units, and they are parts of what are generally regarded as separate jobs, occupations or professions.¹³

What, however, of the Union's claim that the parties' *bargaining history* supports its position, in that they had agreed to the principle of wage parity between the eligible Parole Officers and the Social Workers during the negotiations leading to the 1992-1993 agreement? The negotiations participants who appeared at the hearing were Union Steward Jon Moldenhauer and Employee Relations Consultant Bruce Patterson.

¹² Elkouri, Frank and Edna Asper Elkouri, How Arbitration Works, Bureau of National Affairs, Fourth Edition - 1985, pages 807, 809-810, 811. (Excerpts from Arlington Education Association, 54 LA 492, 494; and other footnotes omitted.)

¹³ So called *intraindustry comparisons*, in the form of evidence how Parole Officer and the Social Worker positions are compensated by comparable county employers, would probably have been quite helpful in these proceedings.

- (1) Mr. Moldenhauer testified, in material part, that the parties had agreed to move toward wage parity between the two classifications, that parity had been achieved at three steps during the negotiations leading to the 1992-1993 agreement, and that the Union was seeking to continue the movement toward parity during the most recent contract renewal negotiations.¹⁴
- (2) Mr. Patterson testified, in material part, that the parties had agreed in their prior contract negotiations to move toward parity, depending upon economic constraints, and that they had achieved such parity at various steps. He urged, however, that the 6.68% 1995 wage increase proposed by the Union, was beyond the scope of the agreement to move toward parity.¹⁵

As indicated in the above testimony, the parties generally agreed only to move toward future wage parity between the Parole Officers and the Social Workers during their negotiation of the 1992-1993 agreement, but they agreed to no specific timetable and no specific schedule of additional wage increases to reach such future parity. In reviewing the record, it is apparent to the undersigned that the *agreed-upon movement toward parity* is continuing under either of the final offers, both of which reflect agreement relative to the wage steps at Hire, at 6 Months, at 36 Months, at 48 Months, at 60 Months and at 72 Months. In this connection, the Employer is quite correct in noting that its 3.5% proposed increase for 1994 is above that proposed by the Union, and that its proposed 3.5% wage increases for both 1994 and 1995, are somewhat above the internal settlement pattern reflected in Employer Exhibit #4. The Employer also correctly notes that the Union proposed 6.68% wage increase for 1995 is significantly above the approximate 3.5% internal wage increase pattern for 1995.

On the basis of the above, the Impartial Arbitrator has preliminarily concluded that *the Union has failed to meet the prerequisite burden of proof to support its highly unusual demand for wage parity across bargaining unit, classification and professional lines*, and that arbitral consideration of the negotiations history and the internal comparison criteria favor the selection of the final offer of the Employer.

¹⁴ See the testimony of Mr. Moldenhauer at Hearing Transcript, page 29, line 12, through page 31, line 24.

¹⁵ See the testimony of Mr. Patterson at Hearing Transcript, page 1236, line 7, through page 137, line 3.

The Cost of Living Criteria

In this connection the Employer referenced the two year 7% wage package contained in its final offer, cited CPI changes of 5.2% and 5.4% reported in two of the BLS indexes, and urged that consideration of the cost of living criterion favored arbitral selection of its, rather than the Union's final offer.¹⁶

The relative importance of the cost of living criterion in the final offer selection process varies with the state of the national and the Wisconsin economies, commanding more importance during periods of rapid movement in prices, and lesser importance during periods of relative price stability. Without unnecessary elaboration, it is clear to the undersigned that the cost of living criterion favor the position of the Employer in these proceedings, since its final wage offer is closer to movement in the CPI than the significantly higher wage offer of the Union. In light of the recent stability in prices, however, cost of living considerations alone would not be entitled to determinative weight.

Summary of Preliminary Conclusions

As addressed in more significant detail above, the Impartial Arbitrator has reached the following summarized, principal preliminary conclusions:

- (1) These proceedings involve only a single issue, the Union's demand for higher wage increases to achieve wage parity between the Parole Officer classification in the bargaining unit and a non-unit Social Worker classification.
 - (a) The statutory arbitral criteria principally relied upon by the Union are the *Parole Officer-Social Worker wage comparison* and the *bargaining history* of the parties.
 - (b) The statutory arbitral criteria principally relied upon by the Employer are *internal comparisons between the wage increases of those in the bargaining unit and other County employees* and *cost of living considerations*.
- (2) The major problem with the position of the Union is its request that the Arbitrator *disregard the historic pay differential* between the bargaining unit Parole Officers and the non-unit Social Workers, and that he select the final offer of the Union to close the gap between what it regards as two comparable classifications, jobs or professions.

¹⁶ CPI information for the years in question is contained in pages 5 through 9 of Employer Exhibit #3.

- (a) Determinative weight in the arbitration of wages is frequently accorded such factors as prevailing practice and bargaining history, and the interest arbitration process rarely disregards such factors in recognition of attempts to achieve wage parity across occupational, professional and/or bargaining unit lines.
 - (b) Despite the very comprehensive and persuasive evidence of many similarities and some overlap between the duties of Probation Officers and Social Workers, they remain separate classifications within separate bargaining units, and they are part of what is generally regarded as separate occupations or professions.
 - (c) In their negotiations leading to the 1992-1993 agreement, the parties agreed only to move toward future wage parity between the Parole Officers and the Social Workers, but they agreed to no specific timetable and no specific schedule of additional wage increases to reach such future parity; it is apparent that their agreed upon movement toward parity is continuing under either of the two final offers.
 - (d) The Employer proposed 3.5% wage increase for 1994 is above that proposed by the Union, and its proposed 3.5% wage increases for both 1994 and 1995 are somewhat above the internal settlement pattern; the Union proposed 6.68% wage increase for 1995 is significantly above the approximate 3.5% internal settlement pattern for 1995.
- (3) On the basis of the above, the undersigned has concluded that the Union has failed to meet the requisite burden of proof to support its highly unusual demand for wage parity across occupation, professional and/or bargaining unit lines, and that arbitral consideration of the negotiations history and the internal comparison criteria favor the selection of the final offer of the Employer.
 - (4) The cost of living criterion favors the selection of the final offer of the Employer in these proceedings, but this factor alone would not be entitled to determinative weight.

Selection of Final Offer

Based upon a careful review of the entire record in these proceedings, including arbitral consideration of all of the statutory criteria contained in Section 111.70(4)(cm)(7) of the Wisconsin Statutes, the Impartial Arbitrator has preliminarily concluded that the final offer of the Employer is the more appropriate of the two final offers.