

referred to as the Union, and Rock County, hereinafter referred to as the Employer.

The hearing was held on October 26, 1995, in Janesville, Wisconsin. The Parties did not request mediation services. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on January 29, 1995 subsequent to receiving the final briefs.

ISSUE

The only issue separating the Parties in this matter is wages. The respective positions are as follows:

County Position

Union Position

1/1/94 - 3% across the board

Juvenile Detention Officer

1/1/95 - 3.5% across the board

	<u>01/01/94</u>	<u>01/01/95</u>
Step A:	\$ 9.00	\$ 9.45
Step B:	\$10.07	\$10.57
Step C:	\$10.50	\$11.03
Step D:	\$10.90	\$11.44
Step E:	\$11.07	\$11.62
Step F:	\$11.24	\$11.80

UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

This bargaining unit consists of approximately 38 employees. During the term of the prior contract, the employees were reclassified from child care workers to juvenile detention

officers. It is the Union's position that this reclassification accompanied substantial change in the employees' terms and conditions of employment and, subsequently, a substantial increase in responsibility. The Union, therefore, proposed a 5% wage increase for 1994 and 1995. The fact that the County's offer is comparable to its settlements with other bargaining units indicates its unreasonableness because the juvenile detention officers deserve additional compensation for their substantial increase in responsibility and the substantial decline in the quality of their terms and conditions of employment.

At the old youth home the child care workers' tasks were much easier than they are currently. No more than 12 children stayed at the home. The jobs were non-stressful. The children housed were not criminal types but runaways or truants. Some were removed from their homes due to domestic problems or were foster care children waiting for placement. The duties required of child care workers were much less stressful and the workers did not require any type of certification and minimal paperwork. The workers' prime responsibility was spending time with the children. Because the staffing level was high and the extra duties were minimal, the staff had a substantial amount of time to accomplish this goal.

During 1992 the County hired eight more child care workers to work at the secure facility in the county jail. The children at the secure facility were more problematic than those at the youth home. Those child care workers were given extensive training and were required to be certified as juvenile detention officers. Training encompassed fire safety, self defense and legal training. Working at the secure facility was far more difficult than at the youth home. Usually, six employees were responsible for 25 to 30 children. There were increased clerical and administrative duties, and the workers were responsible for maintaining security. Often one child care worker would be responsible for watching all of the children. The County subsequently finalized plans for combining the youth home with the secure facility operation in one building; therefore, all youth home and secure facility child care workers were cross trained. All then were required to obtain state certification.

During the term of the 1993-1994 Collective Bargaining Agreement the County moved the two facilities to a single secure facility. The two operations, however, remained separate but the JDO's are interchangeable. All have now gone through extensive training. The stress on the JDO's has actually increased in the new building due to the fact that the workers no longer have additional security that was available at the jail. Even when they are working for the youth home operation, the workers are under increased stress due to administrative responsibilities.

The youth home operation has the same administrative and record keeping responsibilities with no additional staff.

The County does not deny that the child care workers or juvenile detention officers have substantially increased duties, responsibilities and stress in their jobs at the new building. Not a single County witness contradicted the substantial oral and documentary evidence of increased responsibilities. In other words, the County presented no evidence supporting its final proposal which contains no additional monies for the increased duties.

It is the Union's position that the Arbitrator is required under statutory criterion 'J' to give weight to factors that are normally or traditionally taken into consideration in the determination of wages, hours and condition of employment. Increased duties, responsibility and skill required are factors which traditionally demand increased wages (See Elkouri & Elkouri, page 814). Given that the County has dramatically increased its demands on the juvenile detention officers, the Union's final offer, which offers compensation for the increased demands is the more reasonable one. Therefore, the Union respectfully requests that its offer be selected under the statutory criteria.

COUNTY POSITION

The following represents the arguments and contentions made on behalf of the County:

The sole issue in dispute in this matter concerns wages. The Employer has offered a 3% and a 3.5% across the board wage increase. The Union on the other hand seeks a 5% wage increase in both years. The County submits that its final offer is the most reasonable under the criteria established in the statutes. The County would direct the Arbitrator's attention to the section of the statute which establishes an operating levy rate limit on counties.

The County believes that factors 'E' and 'G' are those criteria which should be given primary consideration by the Arbitrator. The first of these is comparison of wages, hours and conditions. Rock County employs a total of approximately 1270 full-time equivalent positions and is a major public employer in the area. Of the total positions, 1,071 full-time equivalents are represented by bargaining units. The County voluntarily settled with bargaining units representing in excess of 96% of its employees. The clear pattern was a 3% increase in 1994 and a 3.5% wage increase in 1995. One other collective bargaining unit in addition to this case proceeded to interest

arbitration. In that case Arbitrator Petrie decided that the final offer of the County was more appropriate.

The County firmly believes that the internal settlement pattern such as has been established with its employees for 1994 and 1995 should not be the victim of the arbitration process. The County has valid concerns about the implications of not having a clear internal pattern of settlement sustained in arbitration. The County provided an authority in support of its position.

The other criterion involves the average consumer prices for goods and services commonly known as the cost of living. The County's final offer clearly exceeds the relevant increases in the consumer price index. The data shows that the relevant two year increase in living cost is 5.3%. Therefore, the County's offer is clearly more in line and, therefore, more reasonable.

The Union is presumably relying on the catchall criterion in support of its final offer. Its position apparently is that there has been a substantial change in job duties together with a change in job title. The Parties stipulated on February 20, 1995 to agree to change the title of child care worker to detention officer. No increased wages were included with that stipulated name change. The Union's allegation of increased job duties and

stress should not be persuasive. A Union witness poignantly admitted every County employee feels that he/she is not being paid enough for the work that he/she does. Admittedly more juveniles are being currently held in the secure/non-secure detention than in past years. These juveniles are harder to care for than in the past. However, those facts which may lead to the job being somewhat more difficult and less desirable do not trigger additional consideration for the Union's final offer under the criterion established in the statute.

The County's lead personnel analyst testified that all of the County's labor organizations make similar assertions. Nurses who work in the County run nursing home have been faced with harder to care for clients because of the trend for hospitals to release patients quicker and sicker. Economic support specialists, child reimbursement specialists and correctional officers all indicated in bargaining to have increased and different work loads with more difficult clients. Yet, all of these units voluntarily settled for wage packages very similar, if not identical, to the final offer made in this case.

The County responds that it has significantly increased the number of juvenile detention officers employed by the County. On December 31, 1993 there were 17 authorized positions and an additional 12 positions were created in 1994 with two more added

in 1995. In addition, three supervisor positions and an administrative assistant position were added. The County notes that there are no vacancies in the position currently, nor does the County have any problem recruiting for that position at the current wage rate. In addition, the number of teachers has increased from one to three and meals are now catered so that the workers no longer have any cooking responsibilities.

The Union mentioned the number of issues concerning training and the physical facility. It is not clear to the County how these issues relate to the criteria set forth in the statute, nor how they in any way justify the Union's final offer. The Union witnesses admitted that the training and physical plant issues make it easier and more secure for them to do their jobs. It was the state that required the County to remove juveniles from the adult jail. Most counties never had juveniles in jail, and child care workers had been performing these functions all along.

Therefore, the County asks, for the reasons noted above, that the Arbitrator find that its offer is the more appropriate of the two final offers and should be ordered by the Arbitrator to be implemented.

DISCUSSION AND OPINION

The record in this case is clear regarding criteria A-I. For its part, the County has shown that there is an exceedingly consistent internal pattern among its represented employees for its wage offer of 3% and 3.5% for the two years in question. Likewise, with respect to the cost of living, it would be the County's offer that would be more closely aligned with the cost of living data for the period in question. None of the other criteria, with the exception of criterion J, expressed in the statute seemed to be at issue. The Arbitrator notes that neither side brought forth any significant external comparable data on which the Arbitrator might make a decision. Based on the above, the County would prevail in this matter.

However, the Union has brought forth arguments with respect to criterion 'J' under the statute and has made a claim that the juvenile detention officers' positions have changed significantly and to the point where it would justify increases in excess of the internal comparable settlements cited. This case is distinguishable from the Petrie decision INT/ARB-7316 since the focus of that case is the parity between a non-represented and represented position. It is the Union that wishes to deviate from the pattern established and must, therefore, bear the complete burden to show that the jobs have significantly changed to the point where increases are justified. This Arbitrator has

from 1966 to 1981 been involved in compensation work among other responsibilities. In addition, this Arbitrator teaches a graduate level course in compensation and feels that he is well versed in the principles of job analysis and evaluation. It is, therefore, appropriate that he applies those principles to this case.

In the Arbitrator's opinion, the best way to approach the analysis of the position in question is to utilize a tool to determine whether or not the changes in the position are such that would trigger the kind of extraordinary inequity increase that the Union is seeking in this case. In this Arbitrator's opinion, the most appropriate tool to use would be the point factor system known as the National Position Evaluation Plan. This plan has been in existence for over 60 years. Although constantly upgraded, the concept is exactly the same now as it was then; that is to fairly and objectively evaluate jobs utilizing standard criteria. The Arbitrator believes that this is appropriate under criterion 'J' in the Wisconsin statute since this is a system that has garnered wide support both in the public and private sectors.

Two areas of concern have always been relevant to job evaluation plans. The first concern is that of reliability, that is - can the plan be uniformly applied by evaluators who use this plan? The second concern is factor multiplicity, that is-

does the plan include enough factors to adequately differentiate between jobs? In this case, neither of these two areas of concern is appropriate since the Arbitrator has over 30 years of experience in both utilizing the National Position Evaluation Plan and also teaching the Plan to others. In any event, this program has stood the test of time and has been the subject of a number of court challenges and under all of that scrutiny, it has been found to be both valid and reliable.

The National Position Evaluation Plan consists of eleven point weighted factors which in this case will be utilized to determine if there was a change in the position significant enough to trigger an inequity increase. The factors that are utilized in the system include knowledge, experience, initiative and ingenuity, physical demand, mental and visual demand, equipment, material, safety of others, work of others, working conditions or hazards. Broken down into its four major components, we are then talking about skill, effort, responsibility and job conditions. What we have here is a situation where we are not trying to determine absolute values, but relative values from the time prior to the change in responsibilities to the current change in responsibilities (The Arbitrator notes that the County is not taking a position that the responsibilities have not changed, they are simply taking the position that they are not great enough, nor different enough

from other County represented employees to warrant an inequity increase).

The Arbitrator would note for the record that not every change in duties and responsibilities warrants a change in pay rates; and, in fact, the County has somewhat recognized this by making an offer which is in excess of the cost of living during the period in question. However, the question before the Arbitrator is, has there been a significant change in duties and responsibilities to the point where additional compensation over and above the County's offer would be warranted? Utilizing the information provided by the Parties and in analyzing the position, particularly during the period prior to the consolidation of facilities, the National Position Evaluation Plan has shown that there is a significant change in responsibilities to justify a one-time extraordinary inequity increase for the juvenile detention officers. Examples such as less back-up than at the jail, security and administrative responsibility prove there are significant changes in the skill, the effort, the responsibility and job conditions that have led the Arbitrator to conclude that it is the Union's offer, while not totally appropriate, that is more in keeping with the statutory criteria. Therefore, the award will issue accordingly. The Arbitrator would note for the record that this award should not affect other units since this is a one time proven inequity exception.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the International Brotherhood of Teamsters, Local 579 is the more reasonable proposal before the Arbitrator and directs that it, along with the stipulations reached in bargaining, constitute the 1994-1995 agreement between the Parties.

Signed at Oconomowoc, Wisconsin this 14th day of February, 1996.



Raymond E. McAlpin, Arbitrator