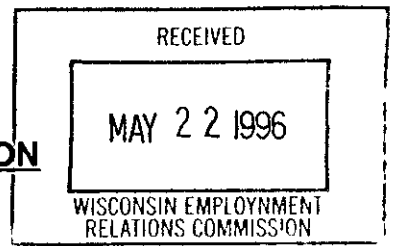


**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

**INTEREST ARBITRATION**



In the matter of arbitration between:

-----	)	
Columbia County Professional	)	
Employee's Union, Local 2698-A	)	
AFSCME, AFL-CIO	)	
	)	Jeffrey B. Winton
	)	Arbitrator
and	)	
	)	Case No. 28552
Columbia County	)	
	)	
	)	
	)	
-----	)	

**BACKGROUND**

An interest arbitration was held on February 1, 1996 in the Columbia County Courthouse. The Columbia County Professional Employees' Union, Local 2698-A, AFSCME, AFL-CIO represents all regular full-time and regular part-time professional employees of Columbia County, excluding nurses and other bargaining units. The Union and the County were parties to a Collective Bargaining Agreement which expired on December 31, 1993. During negotiations on the 1994-1995 Agreement the Party's agreed to add to the unit the Social Worker at the Columbia Health Care Center, a county-owned and operated skilled nursing home. The Party's reached agreement on all but three (3) issues for all employee's in the bargaining unit. Two (2) of these issues directly related to the Health Care Center Social Worker position. The Party's agreed to implement all agreed-upon items and to arbitrate the disputed items. At a later time, two (2) of the three (3) open issues were settled. The sole remaining issue in dispute for the Arbitrator is the wage

schedule for the Health Care Center Social Worker.

Under Wisconsin law, the Arbitrator is to select the best final offer of one of the Party's. The final offer of the Union effective July 1, 1995 is a starting wage of \$13.37 per hour and after six (6) months \$14.88 per hour. The final offer of the County is \$12.47 per hour and \$13.98 per hour.

**APPEARANCES FOR THE EMPLOYER**

Donald Peterson  
Corporation Counsel

**APPEARANCES FOR THE ASSOCIATION**

David White  
AFSCME Council 40

## STATUTORY CRITERIA

7. Section 111.70 (4) (CM) (7) of the Wisconsin Statutes directs that the Arbitrator consider these criteria in making any decision under the arbitration procedures authorized by this paragraph.
  - 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 with the wages, hours and conditions or 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 proceeding 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 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.

### POSITIONS OF THE PARTY'S

The key differences, under the statutory guidelines, between the Party's is that they disagree over what should be considered "comparable" pay for the Social Worker position at the Columbia County Nursing Home.

The County argues that the most objective criteria for a comparable pool, would be to select wages of employee's with similar levels of responsibility, with geographic proximity to Columbia County and with a similar size to that of the Employer. Hence, the Employer offers exhibits 7, 8, 9 and 10 which shows salaries for groups of employee's that the Employer feels are most comparable.

The County submits the following as comparable data:

	<b>Low Range</b>	<b>High Range</b>
1995 Statewide Average	\$12.23	\$15.96
Region 3	\$11.05	\$13.95
Jefferson County	\$13.90	\$16.30
Sauk County	\$12.35	\$15.78
Final Offer of the County	\$12.47	\$13.98

The County argues that it's final offer of \$12.47-\$13.98 is similar to the statewide average and also similar to the Region 3 average, the Jefferson County average and the Sauk County average.

The Union rests a lot of it's case on the belief that to be equitable, the nursing home Social Worker position should pay the same as the Social Worker position at the Human Services Division. The County argued extensively that the responsibilities of these positions are not comparable and, therefore, the wages should not be the same. The County points out that the Human Services Division Social Worker position requires a

Bachelors Degree in Social Work, whereas the Nursing Home Social Worker position simply indicates that a Bachelors Degree is preferred.

Further, the County argues that the Nursing Home Social Worker does not have the same on-call responsibility and out-of-the-workplace time that a Human Services Social Worker does.

In summary the County stated that it's final offer should be adopted because it was more comparable to the pay of Social Workers in similar positions across the state and the slight difference between those wages and that of Social Workers in the Human Services Division is justified by the differences in responsibility and educational requirements.

The Union believes that the Nursing Home Social Worker and Human Services Division Social Worker are very similar positions and that the wage scale should be the same for both.

According to the Union, even by the end of the contract the Employer's offer would pay Nursing Home Social Workers \$0.90 per hour less then Human Services Division Social Workers. The Union feels that this is inappropriate considering that both positions require a Social Worker that possesses a Social Worker's certification from the State of Wisconsin.

The Social Worker currently in the position in question is Ms. Heather Blackmore. Ms. Blackmore is responsible for approximately ninety (90) residents. Her duties include working with residents and their families regarding such issues as the emotional and social needs of residents and family members, discharge planning, resident and family rights, and admissions. According to the Union, these responsibilities and those related to crisis situations are very similar to those handled by Social Workers in the Human Services Division.

Union President, Terry Bartels, testified that from his perspective as an employee that has had both of these Social Worker jobs, that the duties and responsibilities are very similar.

The Union argued that there are various possible lists to include as comparable counties. In a recent interest arbitration the Union points out that the County argued for the inclusion of the following: Adams, Dane, Dodge, Green Lake, Marquette, and Sauk. The Arbitrator in that case ended up utilizing the following counties as appropriate comparables; Adams, Dane, Dodge, Green Lake, Jefferson, Marquette, Rock and Sauk. The Union feels that the preceding list is the appropriate one to use in this case. The Union indicated that Arbitrator, Michael Rothstein, in School District of Marathon, rejected the labor organization's attempt to expand a previously established comparability pool.

It is also important to note that this group of proposed comparables was used two (2) years ago as the basis for establishing the previous salary schedule. As the District properly points out, reliance on this group of comparables helps lend some "predictability" and "rationality" to this process. The element of predictability is an important goal of the mediation/arbitration process. Unless there are strong factors suggesting that these comparables are now inappropriate, it seems desirable to outline one's universe by relying on consistent touch-stones. Use of the past arbitral precedent is certainly one of those touch-stones, especially when the arbitral precedent involves the same Party's.

The Union also supported this argument by quoting quite a number of other arbitration awards wherein the Arbitrator has indicated that a comparable pool used in previous cases should be used in future cases unless there was some overwhelming reason to make a change.

The Union believes that traditional measures of comparability included geographic proximity, population, per capita income, and evidence of a common labor market support its final offer.

The following chart submitted by the Union indicates starting and maximum rates of pay for Social Worker positions in comparable counties. Since some of these counties have several different Social Worker positions, they are all shown (the Union indicated that the differences are based on years of service and not degree requirements). The Union further indicated that Adams, Green Lake, and Marquette counties do not have county-run health facilities. The chart indicates that the starting rate of pay in Columbia County would be above the average whether the Employer's position or the Union's position is adopted. But, the maximum rate of pay would be below average no matter which Party's position is adopted.

**WAGE RATES OF HEALTH CARE CENTER SOCIAL WORKERS  
1994**

COUNTY	UNIT	POSITION	START	MAX
Adams	N/A	N/A	N/A	N/A
Dane (6/26)	Not Represented Social Worker Unit	Social Worker	12.29	17.95
		Sr. Social Worker	14.86	
Dodge	Not Represented	Social Worker I	10.41	12.77
		Social Worker II	11.95	14.79
		Sr. Social Worker	13.73	17.02
Green Lake	N/A	N/A	N/A	N/A
Jefferson	Not Represented	Social Worker	10.77	13.30
Marquette	N/A	N/A	N/A	N/A
Rock	Health Care Center Unit	Social Worker	11.06	14.44
Sauk	Not Represented	Social Worker	11.35	14.52
<b>Average</b>		<b>Lowest Pd. Position</b>	<b>11.18</b>	<b>14.26</b>
		<b>Highest Pd. Position</b>	<b>12.35</b>	<b>15.45</b>
<b>Columbia (7/1)</b>	<b>Employer</b>	<b>Social Worker</b>	<b>11.94</b>	<b>13.38</b>
	<b>Union</b>	<b>Social Worker</b>	<b>12.79</b>	<b>14.23</b>

## DISCUSSION

Of the statutory criteria cited on page 3 of this Award, no evidence was offered regarding the lawful authority of the municipal Employer, nor the ability of the County to pay for either Party's offer. Neither Party presented any data regarding any comparable private sector jobs. Neither Party submitted data regarding the cost of living. Thus, the cases of both Party's rely on the criteria in D, E, and J.

The Arbitrator agrees with the Union and other arbitrators, that a comparable pool once established should be left intact unless there is some strong reason to change it. Looking at the data below, this Arbitrator finds no overwhelming reason to add to, subtract from or otherwise change the list and, therefore, finds that the below list is the most appropriate one to use as comparables.

<b>COUNTY</b>	<b>1994 POPULATION</b>	<b>PER CAPITA VALUE</b>	<b>PER CAPITA INCOME</b>
DANE	389,677	42,702	23,193
ROCK	143,108	30,157	19,233
DODGE	78,945	29,754	16,022
JEFFERSON	69,799	32,226	18,202
SAUK	49,390	38,593	18,131
<b>COLUMBIA</b>	<b>46,642</b>	<b>36,416</b>	<b>17,944</b>
GREEN LAKE	18,914	42,222	17,853
ADAMS	16,816	43,504	12,894
MARQUETTE	12, 840	40,495	14,219
<b>AVERAGE</b>	<b>91,792</b>	<b>37,342</b>	<b>17,521</b>



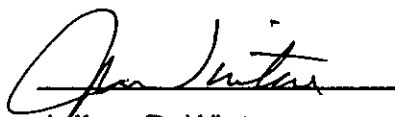
The County argued that its final offer was similar to wages in the group of comparables it submitted (see chart on page 4). That is true at the "low range", but clearly is not correct at the high range. The County's offer at the top end is \$13.98 compared to a statewide average of \$15.96, a region 3 average of \$13.95 and an average in Jefferson and Sauk counties of \$16.30 and \$15.78.

This case presents a very "close call" for the Arbitrator. There is no overwhelming evidence on either side. The Union relies partly on its argument that the Nursing Center Social Worker should be paid the same as the Social Worker for the Human Services Division, and while these jobs are similar, there are differences in responsibilities. The Union also relies on a chart showing Social Worker pay in comparable counties. It is evident from this chart that the starting pay in Columbia County would be higher than average whether the Employer's offer or the Union's offer was chosen. However, the most striking part of this exhibit is that the maximum rate of pay would still be below the average even if the Union position were adopted. That is, the average maximum rate of pay in these comparable counties is \$14.26 - \$15.45 (lowest paid - highest paid position) this is higher than the Employer offer of \$13.38 maximum and even higher than the maximum position of the Union of \$14.23.

On balance, the Union position is more reasonable than that of the Employer based on the comparison to the Human Services Social Worker position and the comparability data.

AWARD

Based on all of the evidence and data submitted by the Parties and a careful study by the Arbitrator, the final offer of the Union is selected. The final offer of the Union with regard to wages shall be incorporated into the 1994-1995 Collective Bargaining Agreement between the Parties. All of the other issues had been previously settled.



Jeffrey B. Winton  
Arbitrator

May 17, 1996  
Highland Park, IL