

FILED

MAR 2 1981

WISCONSIN EMPLOYMENT
RELATIONS BOARD

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of :
: LOCAL 678, WISCONSIN COUNCIL OF : Case XVII
COUNTY AND MUNICIPAL EMPLOYEES, : No. 26555 MED/ARB-806
AFSCME, AFL-CIO : Decision No. 18001-A
: To Initiate Mediation-Arbitration :
Between Said Petitioner and :
: LAFAYETTE COUNTY :

APPEARANCES:

Mr. Darold O. Lowe, District Representative, appearing on behalf of the Union.
Mr. Howard Goldberg, Attorney at Law, appearing on behalf of the County.

ARBITRATION AWARD

Pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned to serve as Mediator-Arbitrator in the matter of a collective bargaining dispute between Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, hereinafter the Union, and Lafayette County, hereinafter the County or Employer. Mediation, as contemplated by the statute, was conducted at Darlington, Wisconsin, by the undersigned on September 18, 1980. Efforts to mediate the dispute failed to produce voluntary settlement on all remaining issues. On September 24, 1980, the parties were advised in writing of the undersigned's intention to convene an arbitration hearing in the matter and afforded the opportunity to withdraw their respective final offers. Neither party withdrew their offer and an arbitration hearing was held at Darlington, Wisconsin, on October 16, 1980. The proceeding was not transcribed. The parties elected to file post-hearing briefs and reply briefs.

THE ISSUES:

Subsequent to the mediation conducted on September 18, 1980, the following issues remain in dispute:

Vacation
Fair share - dues checkoff
Workweek - overtime
Mileage
Termination Clause
Salaries - classifications
Health insurance

The parties final offers appear on the following pages.

The statute requires that the Mediator-Arbitrator, acting as arbitrator, adopt without modification the final offer of one of the parties on all disputed issues. The decision of the arbitrator is final and binding upon the parties and shall be incorporated into a written collective bargaining agreement. Section 111.70(4)(cm)7 Wis. Stats. sets forth the following factors to be considered by the undersigned in rendering an award:

- "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 and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. 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, and the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. 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."

FINAL OFFERS:

The Union's final offer is:

Article XII - Vacations

Section 1. Employees shall earn vacation at the rate of:

* * *

- (c) Three (3) weeks after ten (10) years of continuous service;
- (d) Four (4) weeks after twenty (20) years of continuous service.

Article XV - Work Week and Overtime

Section 1. Work Week. The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours Monday through Friday. (AGREED)

The normal work day shall be set by the County Board, but to start no later than 8:00 a.m., except for special employees, it may be set at a later time by mutual agreement of the Employer and Union. Time and one-half (1 1/2) shall be paid for all hours worked over eight (8) hours in any one day and over forty (40) hours in any one week, whichever is greater. All Saturday and Sunday work shall be paid for at the time and one-half (1 1/2) rate. Employees shall be allowed to accumulate compensatory time off with pay on a hour for hour straight time basis up to forty (40) hours. If overtime is taken in pay, it shall be at one and one-half (1 1/2) times the employee's rate of pay. Compensatory time off with pay may be used with approval of the employee's supervisor.

Employees who are required to be on call duty shall receive fifty cents (50¢) per hour while on call duty.

Article XXVIII - Travel and Expense Allowance

A. Mileage. Eighteen cents (18¢) per mile; effective October 1, 1980 twenty cents (20¢) per mile.

Article XXXI - Check Off and Fair Share Agreement

Section 1. Check Off. The Employer agrees to deduct Union monthly membership dues from the pay of those employees who individually request, in writing, that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deduction of all employees shall be remitted to the treasurer of the Local after such deductions are made. The Employer shall be saved harmless in any controversy that may arise between an employee and the Union.

Section 2. Fair Share Agreement. It is agreed that all of the employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration.

Section 3. The Employer agrees that it will deduct, from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Union as being the monthly dues uniformly required of all members. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

Section 4. The Union, as the exclusive representative of all employees in the collective bargaining unit will represent all such employees, Union and non-Union, fairly and equally, and all employees in the unit will be required to pay their proportionate share of the cost of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply. No employees shall be denied union membership because of race, creed, color, age or sex.

Section 5. The provision of the Fair Share Agreement in Sections 2, 3 and 4 above shall be come effective the month following certification by the Wisconsin Employment Relations Commission (WERC) that a majority of employees voting have voted affirmatively in support of the Fair Share Agreement.

Article XXXIX - Termination Clause

This Agreement shall be effective January 1, 1980 and shall remain in full force and effect until and including December 31, 1980, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either party prior to August 1st, 1980.

Article XIV - Health and Welfare

The Employer shall contribute to the Blue Cross of Wisconsin Fund, by paying the Associated Hospital Service Insurance, one hundred percent (100%) for single or family coverage, whichever applies, for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more for health coverage. The Employer agrees to contribute the full amount of the premium required for the life of this Agreement. If the premium for the single and/or family coverage shall increase, the Employer shall pay said increase.

The Union's final offer on wages appears on the following pages.

The Employer's final offer is:

Article XII - Vacations

Section 1. Employees shall earn vacation at the rate of:

* * *

SCHEDULE A

Title, Classification and Wage Rates
Effective January 1, 1980

	<u>Start</u>	<u>After 6 mos.</u>	<u>After 12 mos.</u>	<u>After 18 mos.</u>	<u>After 24 mos.</u>
I	\$2.90	\$3.00	\$3.10	\$3.25	\$3.40
II	3.40	3.50	3.60	3.75	4.00
III	3.75	3.85	3.95	4.10	4.25
IV	3.95	4.05	4.15	4.30	4.45
V	4.15	4.25	4.35	4.50	4.65
VI	4.35	4.45	4.55	4.70	4.85
VII	4.55	4.65	4.75	4.90	5.05
VIII	4.95	5.05	5.15	5.30	5.45
IX	5.55	5.65	5.75	5.90	6.05
X	5.75	5.85	5.95	6.10	6.25
XI	6.25	6.35	6.45	6.60	6.65
XII	6.40	6.50	6.60	6.75	6.90
XIII	7.45	7.55	7.65	7.80	7.95

Exhibit II (cont)

Union offer

<u>Employee</u>	<u>Title</u>	<u>Classification</u>
Gloria Segner	Park Caretaker No.	I
Frank Freeman	Income Maintenance Asst.	II
Adeline Korte	Home Helper Assistant	II
Gene Taylor	Home Helper Assistant	II
Edna Foster	Home Helper Assistant	II
Colleen O'Brien	Home Helper	II
July Trotter	Home Helper	II
Janice Taylor	Home Health Aide	II
Leona Peterson	Home Health Aide	II
Donna Bebelta	Home Health Aide	II
_____	_____	_____
Sylvia Van Matre	Terminal Operator I	III
Mary Kay	Clerk-Typist	III
Paul Hancock	Secretary	IV
Jack Morrissey	Secretary	IV
Geraldine Gullen	Secretary	IV
Diane Douglas	Health Technician	IV
Walt Weber	Assistant Bus Driver	IV
Colleen O'Brien	Clerk II	V
Victor Cody	Deputies Assistant	V
Walter Hoekl	Deputies Assistant	V
Joseph Bonabe	Legal Secretary	V
Nancy Amundson	Bookmaker II	V
Paul Boyle	Maintenance Worker	VI
Mary Ann Lowaleki	Project Director	VI
Alta Bertolini	Deputy	VI
Grace King	Deputy	VI
Emma Smith	Deputy	VI
John Byrnes	Assistant Custodian	VI
_____	_____	_____
Barney Andrews	Administrative Assistant	VI
Larry Lou Ganshirt	Administrative Assistant	VI
Grace Salathe	Administrative Assistant	VI
Catherine Van Natta	Administrative Assistant	VI
Paul H. H. H.	Administrative Assistant	VI
Clay Knicker	Administrative Assistant	VI

Exhibit H (cont)

Union offer

<u>Name</u>	<u>Title</u>	<u>Classification</u>	
Ch... ..	Secretary/ Family Home Care Spec.	VII	
Jack ...	Costodian	VIII	
Richard ...	Bus Driver	VIII	
...	WCO technician	VIII	
...	Registrar in Probate	VIII	
...	Bookkeeper	VIII	
...	Accountant I	IX	
...	Registered Nurse	IX	
Jean ...	Registered Nurse	IX	
...	Registered Nurse	IX	
Mary Morgan	Registered Nurse	IX	
Bildgard Devins	Registered Nurse	IX	
Jane O'Brien	Registered Nurse	IX	
...	Registered Nurse	IX	
Fran Huk	Mental Health technician/ Protective Service Worker	IX	
Joy ...	Accountant II	X	
Paul Godfrey	<i>Certified Public Health Nurse</i>	X	
...	Social Worker II	XI	
Mirna Condrich	Juvenile Intake Worker	XI	
Brian Michel	Social Worker II	XI	
Vicki Zoberbiller	Social Worker II	XI	
Paul Carroll	Social Worker II	XI	
...	Office Manager	XI	
Jarvis Palm	Psychiatric Registered Nurse	XII	
Russell Patruer	Developmental Disability Coordinator	XII	
Includes use of County owned house			
<i>Shirley Bowden</i>			
<i>Susan Petty</i>			
<i>Lee Gill</i>			

(c) three (3) weeks after twelve (12) years of continuous service.

Article XIV - Health and Welfare

Effective with the signing of this contract, the Employer shall contribute to the Blue Cross of Wisconsin Fund, by paying the Associated Hospital Service Insurance one hundred percent (100%) for single or family coverage, whichever applies, for each full time employee covered by this Agreement who has been on the payroll for thirty (30) days or more for health coverage. The Employer agrees to contribute the full amount of the premium required for the life of this Agreement. If the premium for the single and/or family coverage shall increase, the Employer shall pay said increase.

Article XV - Work Week and Overtime

The normal work day shall be set by the County Board, but to start no later than 8:00 A.M., except for special employees; it may be set at a later time by mutual agreement of the Employer and Union. The normal work week shall be Monday through Friday. Time and one-half (1 1/2) shall be paid for all hours worked over eight (8) hours in any one day and over forty (40) hours in any one week, whichever is greater. All Saturday and Sunday work shall be paid for at the time and one-half (1 1/2) rate. The Employer shall have the sole option to give the employee compensatory time off, in lieu of overtime pay. Compensatory time off shall be at straight time rates for all time deemed to be overtime.

A. Mileage: Eighteen Cents (\$.18) per mile; however in the event the County Board authorizes an increased rate for other employees or County Board members, then this provision shall be amended to reflect said higher rate.

Article XXIX - Termination Clause

This Agreement shall be effective January 1, 1980 and shall remain in full force and effect until and including December 31, 1980, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either party prior to August 1, 1980. Wages shall be retroactive to January 1, 1980 and all other benefits shall be effective as of the date this Agreement is signed by all parties or on the date of an arbitrator's decision, as the case may be.

Article XXXI - Check Off and Fair Share Agreement

Section 1. Check Off. The Employer agrees to deduct Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by

the Union and the aggregate deduction of all employees shall be remitted to the treasurer of the Local after such deductions are made.

Section 2. Fair Share Agreement. It is agreed that all of the employees in the collective bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration.

Section 3. The Employer agrees that it will deduct, from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Union as being the monthly dues uniformly required of all members. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

Section 4. The Union, as the exclusive representative of all employees in the collective bargaining unit will represent all such employees, Union and non-Union, fairly and equally, and all employees in the unit will be required to pay their proportionate share of the cost of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply. No employee shall be denied union membership because of race, creed, color, age or sex.

Section 5. The provisions of this entire Article shall become effective the month following certification by the Wisconsin Employment Relations Commission (WERC) that a majority of employees eligible to vote have voted affirmatively in support of the Fair Share Agreement.

Section 6. The Employer shall be indemnified and saved harmless by AFSCME and the local union from all liability, costs and attorneys fees resulting from any controversy arising out of the implementation or construction of this Article.

The Employer's final offer on wages appears on the following pages.

BACKGROUND AND POSITIONS OF THE PARTIES:

The Union is the exclusive collective bargaining representative of a unit consisting of all regular full-time and regular part-time employees of Lafayette County Courthouse and related departments, including professional Social Workers employed in the Lafayette County Social Services Department, professional Registered Nurses employed in the Lafayette County Nursing Agency, professional employees of the Unified Services and professional accountants employed in the County Clerk's Office, but excluding supervisory, confidential, craft, law enforcement employees, blue collar Highway Department employees and employees of the Lafayette County Home and County Hospital. There are approximately 57 employees in the unit. The instant dispute concerns certain terms and conditions of employment to be included in the parties first collective bargaining agreement.

E X H I B I T - A

SALARY AND CLASSIFICATION SCHEDULE

Employer will pay all existing employees a 38.5 cent per hour wage increase. New employees will receive the wages as set forth on this Exhibit and probationary employees will receive, while on probation, the wages set forth on this Exhibit less 14.5 cents per hour.

<u>CLASSIFICATION:</u>	<u>SALARY-PER HOUR</u>
I	
Park Caretaker	\$3.085*
II	
Income Maintenance Worker; Home Helper Assistant; Home Helper; Home Health Aide; Clerical Aide	\$3.615
III	
Terminal Operator; Clerk-Typist	\$3.925
IV	
Homemaker; Secretary; Health Technician; Bookkeeper; Assistant Bus Driver	\$4.095
V	
Clerk II; Deputies Assistants; Legal Secretary	\$4.215
VI	
Maintenance Worker; Project Director; Deputies; Assistant Custodian; Register in Probate	\$4.385
VII	
Secretary/Family Specialist; Mental Health Technician	\$4.715
VIII	
Custodian; Bus Driver; District Technician	\$5.105

IX

Accountant I; Registered Nurse; Social Worker II \$5.655

X

Certified Public Health Nurse; Accountant II \$5.895

XI

Social Worker II/Juvenile Intake Worker** Officer Manager \$6.445

XII

Psychiatric Registered Nurse \$6.545

XIII

Developmental Disability Coord.; Mental Health Coord.; Alcohol/Drug Abuse Coord. \$7.595

*Plus use of County owned house.

**The Social Worker II/Juvenile Intake Worker shall receive no overtime pay; no call-in pay; flat salary per month of \$1117.13.

PARK CARETAKER
 ✓ Glenn Segner ✓ I. ~~2.70~~ 3.085

HEALTH TECHNICIAN County offer
 ✓ Diane Dougals ✓ IV. ~~3.71~~ 4.095

INCOME MAINTENANCE WORKER
 ✓ Linda Bredeson ✓ II. ~~3.23~~ 3.615

BOOKKEEPER
 ✓ Catherine McGowan ✓ IV. ~~3.71~~ 4.095

HOME HELPER ASSISTANT
 ✓ Ambrose Korte ✓ II. ~~3.23~~ 3.675
 ✓ Gladys Taylor ✓ II. ~~3.23~~
 ✓ Ella Torstenson ✓ II. ~~3.23~~

ASSISTANT BUS DRIVER
 ✓ Walt Weber ✓ IV. ~~3.71~~ 4.095

HOME HELPER
 ✓ Colleen O'Brien ✓ II. ~~3.23~~ 3.625
 ✓ Judy Trotter ✓ II. ~~3.23~~

CLERK II
 ✓ Della Clayton ✓ V. ~~3.83~~ 4.215

HOME HEALTH AIDE
 ✓ Janice Lancaster ✓ II. ~~3.23~~ 3.675
 ✓ Leore Peterson ✓ II. ~~3.23~~
 ✓ Teresa Robelia ✓ II. ~~3.23~~

DEPUTIES ASSISTANTS
 ✓ Vickie Cody ✓ V. ~~3.83~~ 4.215
 ✓ Lucille Hackl ✓ V. ~~3.83~~

CLERICAL AIDE
 + Judy Edwards ✓ ^{5/14/28} II. ~~3.23~~ 3.675

LEGAL SECRETARY
 ✓ Pat Ramaker ✓ V. ~~3.83~~ 4.215

TERMINAL OPERATOR
 ✓ Sylvia VanMatre ✓ ^{5/14/28} III. ~~3.54~~ 3.925

MAINTAINANCE WORKER
 ✓ Pat Boyle ✓ VI. ~~4.00~~ 4.385

CLERK-TYPIST
 ✓ Mary Ray ✓ III. ~~3.54~~ 3.925

PROJECT DIRECTOR
 ✓ Mary Ann Kowalski ✓ VI. ~~4.00~~ 4.385

BOOKMAKER
 ✓ Nancy Arendt ✓ IV. ~~3.71~~ 4.095

DEPUTIES
 ✓ Almo Bertolino ✓ VI. ~~4.00~~ 4.385
 ✓ Grace King ✓ VI. ~~4.00~~
 ✓ Donna Smith ✓ VI. ~~4.00~~

SECRETARY
 ✓ Jane Hancock ✓ IV. ~~3.71~~ 4.095
 ✓ Jane Morrissey ✓ IV. ~~3.71~~
 ✓ Geraldine Cullen ✓ IV. ~~3.71~~

ASSISTANT CUSTODIAN
 ✓ John Byrne ✓ VI. ~~4.00~~ 4.385

ADMINISTRATIVE ASSISTANTS
 ✓ Shirley Andrews ✓ IV. ~~3.71~~ 4.095
 ✓ Mary Lou Ganshert ✓ IV. ~~3.71~~
 ✓ Grace Salathe ✓ IV. ~~3.71~~ 5.025
 ✓ Catherine VanNatta ✓ IV. ~~3.71~~
 ✓ Bob Weigel ✓ IV. ~~3.71~~
 ✓ Mary Kammer ✓ IV. ~~3.71~~

REGISTER IN PROBATE
 ✓ Verna Krustec ✓ VI. ~~4.00~~ 4.385

SECRETARY/FAMILY SPECIALIST
 ✓ Christine Sauer ✓ VII. ~~4.00~~ 4.175

MENTAL HEALTH TECHNICIAN
 ✓ Fran Fink ✓ VII. ~~4.00~~ 4.975

CUSTODIAN
 ✓ Jack Whitford ✓ VIII. ~~4.74~~ 5.105

<u>DRIVER</u>			5.105
✓ Richard Barth ✓	VIII.	4.72	
<u>DISTRICT TECHNICIAN</u>			5.105
✓ Alan Brandt ✓	VIII.	4.72	
<u>ACCOUNTANT I</u>			5.655
✓ Jeanne Schoenhard ✓	IX.	5.27	
<u>REGISTERED NURSE</u>			5.655
✓ Shirley Bowden ✓	IX.	5.27	
✓ Jeanne Cockrell ✓	IX.	5.27	
✓ Lee Ann Gill ✓	IX.	5.27	
✓ Mary Morgan ✓	IX.	5.27	5.855
✓ Hildegard Nevins ✓	IX.	5.27	
✓ Jane O'Brien ✓	IX.	5.27	
✓ Susan Petta ✓	IX.	5.27	
<u>SOCIAL WORKER II</u>			5.65
✓ Paul Godfrey ✓	IX.	5.27	
✓ Maxine Goodrich ✓	IX.	5.27	
✓ Susan Wiegel ✓	IX.	5.27	
✓ Vicki Zuberbuhler ✓	IX.	5.27	
<u>CERTIFIED PUBLIC HEALTH NURSE</u>			5.895
Shirley Bowden	X.	5.51	
Lee A. Gill			
Susan Petta			
<u>ACCOUNTANT II</u>			5.895
④ Joy Galle ✓	X.	5.51	
<u>SOCIAL WORKER JUVENILE INTAKE</u>			11/7.13
✓ Shirley Paul Godfrey ✓	XI.	7.05	
<u>OFFICE MANAGER</u>			6.475
✓ Phil Carroll ✓	VII.	6.05	
<u>PSYCHIATRIC REGISTERED NURSE</u>			6.545
✓ Janis Salm ✓	VIII.	6.16	
<u>DEVELOPMENTAL DISABILITY COORD</u>			7.595
✓ Russell Fathauer ✓	XIII XIII.	7.21	
<u>MENTAL HEALTH COORD</u>			7.595
	XIV XIV.	7.21	
<u>ALCOHOL/DRUG AB SE COORD</u>			7.595
	XV XV.	7.21	

The Union contends that its final offer is the more reasonable of the two on the basis of the compensation and terms of employment for comparable employees in surrounding counties, the cost of living, and the equities of negotiations. The County argues that its position is supported by the overall compensation received by employees, the stipulations of the parties, the lawful authority and ability to pay of the Employer, cost of living and bargaining history.

In determining which of the two final offers is the more reasonable, the undersigned will discuss each of the issues in appropriate groupings.

Vacations

The Parties have agreed that employees shall receive one week of vacation after one year of continuous employment and two weeks vacation after two years' continuous service. The Union proposes three weeks' vacation after ten years and four weeks' vacation after twenty years. The County's final offer provides three weeks' vacation after twelve years' continuous service. The Union contends that its proposal is supported by the vacation provisions found in courthouse and/or social services units in the comparable counties of Sauk, Crawford, Iowa, Green, Grant and Richland. The County argues that its final offer is consistent with the vacation benefit observed for other County employees.

From the collective bargaining agreements submitted into evidence, the undersigned finds the following relevant terms among the counties cited as comparable by the Union:

Iowa County (Courthouse)

3 weeks after 10 years
4 weeks after 20 years

Sauk County (Courthouse)

10 days after 2 years
15 days after 8 years
Thereafter, one additional day per
year to a maximum of 20.

Crawford County (Courthouse)

3 weeks after 10 years
4 weeks after 20 years

Richland County (Social Services)

3 weeks after 7 years
4 weeks after 15 years

The Union further submits that both Grant and Green counties provide three weeks' vacation after ten years and four weeks'

vacation after twenty years.

Data offered by the County, indicates the following vacation benefits in other county units:

Lafayette County (Sheriff's Dept.)

12 days after 2 years
18 days after 15 years

Lafayette County (Highway Dept.)

2 weeks after 2 years
3 weeks after 15 years

Lafayette County (Memorial Hospital)

2 weeks after 2 years
3 weeks after 15 years

Lafayette Manor (Personnel Policies)

2 weeks after 2 years
3 weeks after 15 years

The parties' positions are supported by the respective groups they offer for comparison. It is difficult to determine the relative weight of the external county comparisons urged by the Union to that of the internal county comparisons stressed by the County. The instant bargaining unit is comprised of a spectrum of positions and occupations ranging from clerical jobs to professional social workers. Clearly the labor market for professional social service employees is more geographically dispersed than it is for clerical or home helper employees. Accordingly, it is difficult to generalize with respect to whether the terms and conditions of employment for courthouse social services employees in adjoining counties or the terms and conditions of employment for other county employees in Lafayette County constitute the most appropriate comparisons herein. The arbitrator is satisfied that the proposal of the Employer on Vacations represents an improvement of the benefits previously observed in this and other units. The arbitrator finds the position of the Employer on Vacations to be the more reasonable.

Mileage

The Union proposes that mileage be reimbursed at the rate of 18¢ per mile from January 1 through September 30, 1980, and at the rate of 20¢ per mile from October 1, 1980, to the termination of the agreement. The County offer provides continuation of the 1979 level of reimbursement at the rate of 18¢ per mile for all of 1980.

The undersigned finds that the comparisons offered by the Union are most appropriate on the issue of mileage. Professionals

within the social service function are most apt to be required to use their personal automobiles in the conduct of their jobs. It appears that the County's offer would keep reimbursement at the lowest rate while the Union's final offer on mileage would place the County at mid-range among the following:

- Iowa - 18 1/2¢
- Crawford - 19¢ or rate received by Board Supervisors if higher
- Sauk - 18¢
- Green - 18¢
- Grant - 21¢
- Richland - 21¢ (5/1/80)

Based on the comparables and the high cost of operating and maintaining an automobile throughout 1980, the arbitrator would select the final offer of the Union on the issue of mileage standing alone.

Workweek and Overtime

The issue between the parties with respect to Article XV concerns whether the Employer or employee determines if overtime is to be paid at time and a half or taken in straight compensatory time off. The parties both propose that employees earn compensation for work beyond the normal work day and work week, whichever is greater, at time and a half.

The Union proposes that employees be allowed to accumulate straight hour compensatory time up to a maximum of forty hours. The Union provision states that if overtime is taken in pay, it is at time and a half; and further states that compensatory time off with pay may be used by approval of the employee's supervisor. The Union claims its position is supported by the comparables and considerations of equity.

The County's final offer states that the Employer has sole discretion to grant the employee compensatory time off in lieu of overtime compensation. The Employer contends that its proposal represents the past practice with respect to overtime and is motivated by budgetary considerations.

A second issue is in dispute as a result of additional language proposed by the Union for inclusion in Article XV. The Union proposes that employees who are required to be on call receive fifty cents per hour while on call duty. For 1980, one county juvenile officer would be affected by the proposal. The Employer claims that its final offer on wages includes a substantial increase to that individual as a result of the position's on-call status.

The arbitrator has reviewed the evidence offered by the parties and concludes that the offer of the Union is more reasonable on the issue of overtime compensation. Comparables

offered by the Union support the Union's proposed language. In addition, the undersigned notes that contracts with other County units require time and a half compensation for overtime hours.

With respect to the issue of on-call pay for the juvenile officer, the undersigned accepts the County's computation that the Union's proposal would cost \$2,920. The County contends that its wage offer includes an increase of \$2,360.80 for that position. While the appropriateness of the dollar amounts proposed can more readily be dealt with in the discussion of wages to follow, the undersigned is satisfied that the Union's proposal of specific language for on-call pay acknowledges the statutory mandates for intake workers. The undersigned concludes that the offer of the Union on overtime compensation and on-call pay is the more reasonable.

Termination Clause

Article XXXIX (Retroactivity)

Health Insurance - Article XIV

The parties have raised issues of retroactivity in various provisions of their respective proposals. The parties have agreed that the Employer will, for the first time, pay 100% of health insurance coverage. However, the Employer, contrary to the Union, proposes that such payment become "effective with the signing of this contract." The Union proposal would provide 100% Employer - provided coverage for the term of the contract. The County contends that its proposal is consistent with provisions in the first collective bargaining agreement with another County unit.

In addition, the parties are in disagreement over the language of Article XXXIX. The Union's final offer provides that the "Agreement shall be effective January 1, 1980 and shall remain in full force and effect until and including December 31, 1980, ..." The County's final offer, states that:

"Wages shall be retroactive to January 1, 1980 and all other benefits shall be effective as of the date this Agreement is signed by all parties or on the date of an arbitrator's decision, as the case may be."

The Union argues that the Employer's retroactivity proposals are ambiguous and unreasonable. The County contends that the retroactive granting of contractual benefits such as vacations, overtime, leaves of absence and coffee breaks, would be difficult if not impossible.

The arbitrator is aware that certain contractual provisions cannot be compiled with retroactively. In mature collective bargaining relationships, it is unlikely that the retroactivity of coffee breaks or grievance processing would be an obstacle in the application of the terms of agreement. The arbitrator notes that this is the first collective bargaining agreement between the parties and is cognizant that the parties have

attempted to codify their relationship over a prolonged period of negotiations. However, the undersigned believes that the Employer's provision of wage retroactivity to the exclusion of all other "benefits," including full health insurance coverage, is inappropriate. The arbitrator finds such provision particularly incongruous where the Employer has included the cost of various benefits for 1980 in its presentation of the total package costs of its own proposal. It appears to the undersigned that despite the Employer's blanket proposal on retroactivity of benefits, it has taken a "pick and choose" approach to the costing and possible implementation of such benefits under its proposal. On the basis of such inconsistency and a belief that the economic terms and conditions of employment should be in effect for the period of time which was the subject of negotiations, the arbitrator finds the position of the Union on the Termination Clause and Health Insurance to be the most reasonable.

Dues Check-off and Fair Share

The Union's final offer contains provision for a dues check off and fair share agreement. The latter would be subject to a referendum in which a majority of the employees voting favored fair share. The Employer's final offer provides dues check off and fair share, both subject to the affirmative vote of a majority of eligible employees in a referendum on Fair Share.

The Union argues that its offer is consistent with the statute and with the concept of the equitable distribution of representation costs. Moreover, the Union contends that the Employer's final offer on union security is unreasonable in its requirement of a referendum for dues check off and its proposed voting standard.

The County acknowledges that it has negotiated Fair Share agreements without the conduct of a referendum in other bargaining units. However, the Employer asserts that, in a new unit, a referendum on dues check off, as well as fair share, is appropriate with the voting standard it has included. The Employer further argues that the Union's proposal is faulty because it indemnifies the Employer only for liability relating to the dues check off and does not apply to the fair share deductions.

The arbitrator is troubled by the union security proposals of both parties. The Employer's offer is marred by the requirement of a referendum for establishment of a voluntary dues check off. Clearly such basic provision for union security upon the voluntary authorization of individual members should not require the approval of the bargaining unit's majority.

The Union's offer on union security, in the opinion of the undersigned, is also not without defect. Although the Municipal Employment Relations Act permits the negotiation of a Fair Share agreement, the arbitrator is mindful that the bargaining unit herein is newly certified and that no evidence has been submitted to substantiate the level of support within the unit for the Union. Accordingly, a referendum for Fair Share is an appropriate means of accessing

that support. However, the Union has proposed the Employment Peace Act voting standard which requires that a majority of those voting favor an all-union agreement. The undersigned would be more inclined to favor a voting standard of a majority of the bargaining unit. She notes that in Sec. 111.70(2) of the Municipal Employment Relations Act the Legislature provided a standard of a majority of those eligible to vote for termination of a fair share agreement. Such standard appears appropriate to the undersigned where the parties have agreed to a referendum to implement fair share. In addition, the Union's proposal is defective by the absence of an indemnification clause relative to the Fair Share provision.

The undersigned is persuaded that the limitations enumerated in both proposals on union security preclude a determination of which offer is the more reasonable on the issue. Accordingly, the issue will be resolved on the basis of the remaining issues.

Wages

During the course of the arbitration hearing, the County raised arguments with respect to the Employer's lawful authority and ability to pay (Section 111.70 (4)(cm)(7) a. and c.) The County avers that implementation of the Union's final offer would exceed the County's levy limit relative to 1980. The County claims that as of January 1, 1980, no unrestricted funds were available which would offset the Union's offer.

The Union claims that the Employer has not substantiated an inability to pay the Union's final offer. The Union contends that the County's tax base, shared revenues and unrestricted funds enable the County to meet the Union's proposal.

The Employer offered the testimony of the County Clerk and two financial condition documents filed with the Wisconsin Department of Revenue to substantiate its claim of inability to pay. The undersigned does not believe that the evidence in the record is sufficient to support the Employer's claim. The arbitrator is satisfied that the Employer has the burden of substantiating an inability to pay where it makes such assertion. It has failed to do so herein and its claim of inability to pay is rejected.

The Union offered data on salaries paid various social service/courthouse positions in comparable counties to support its final offer. The Union used benchmark classifications of Social Worker II, Deputy Clerk of Courts, Home Health Aide, Registered Nurse and Income Maintenance Assistant for comparisons. The Union argues that its offer will move employees toward equity with employees in similar positions in other counties and within Lafayette County employment. The following page sets forth the comparisons relied upon by the Union.

In addition to proposing wage rates for 1980, the parties final offers, to different degrees, provide the first position classification system for the unit. The parties do not agree on the appropriate classification level for certain unit positions. The classification proposals are duplicated in the

7

1980 SALARY RATES IN COMPARABLE COUNTIES
BENCHMARK POSITIONS. (LAST STEP)

	Richland	Sauk	Iowa	Crawford	Grant	Green	Union Lafayette	Employer
Social Worker II	8.71	6.65	7.00	6.89	7.92	6.41	6.65	5.655 6.445
Registered Nurse	7.84	5.93	6.20	6.15	6.02	6.31	6.05	5.655
Income Maint. Assistant	4.75	5.10	4.30	4.44	5.07	3.35	4.00	3.615
Deputy Clerk of Court	5.93	5.22	5.54	5.05	5.77	4.79 ¹ 4.57 ² 4.28 ³ 4.98 ⁴	4.85	4.385
Home Health Aide	4.75	4.60	4.19	*	3.76	3.92	4.00	3.615

¹ Treasurer

² Courts

³ County

⁴ Deeds

*No position

All Iowa wages increased by 10¢ as of July 1, 1980

SOURCE: Applicable collective bargaining agreements, except for Grant and Green Counties where County Clerk or Personnel Director was questioned.

parties' final offers.

The Union asserts that its wage structure is based on 10¢ increments in pay over a two year period. The Union contends that although its offer provides a substantial percentage increase for employees, the County's relative rank among comparables would change little and there would continue to be a 7% pay discrepancy between the average area wage and those paid by the County.

The Employer argues that its wage proposal is reasonable in view of the County's inability to pay, previously agreed upon economic benefits and other County settlements. Although the County acknowledges that it is still low in comparison to wages paid by other employers, it points out that this is the first negotiated agreement. The County further contends that its offer is consistent with settlements reached in other county units for 1980.

The Employer disputes at least two of the classifications for individual positions proposed by the Union claiming that they would result in substantial wage increases of over \$3000 for each. The Employer argues that there is no evidence that the positions for which the Union offers wage comparisons have similar job duties across counties. With respect to the parties' wage offers, the County costs the Union's proposal to represent a 18.09% increase in 1980 and costs the Employer's offer as an increase of 10.64% for 1980.

The County states that its offer amounts to approximately \$800 per employee annually consistent with other county settlements. The Union's offer varies in dollar amount increases according to proposed classifications.

An analysis of the comparables finds that the wage rates paid by the County for benchmark positions are substantially lower than rates paid in surrounding counties. While a persuasive case can be made for catch-up pay particularly among the professional social service positions, it appears to the undersigned that the Union's offer attempts to make significant wage gains in a single round of negotiations.

In the absence of costing data on behalf of the Union, the undersigned has selected random positions to calculate salary percentage increases under the respective proposals. For several randomly selected positions, the 1980 salary increase under the Union proposal ranged from 15.4% to 25%; for the same positions, the 1980 salary increase under the Employer proposal ranged from 6.6% to 13%. While the Employer has inflated the overall package costs in its computations by the inclusion of coffee break costs, the percentage increase for wages by offers appears to be accurate. The undersigned is persuaded that an increase of 18% can not be supported on the basis of comparability or on the basis of other settlements in the County. In the opinion of the undersigned, the issue of wages is the most consequential issue in dispute. The final offer of the County on wages is the more reasonable.

In rendering this award, the undersigned has gained insight into the parties' frustrations in their prolonged negotiations for a first collective bargaining agreement. She regrets that she is precluded from fashioning her own award which

ARTICLE

The final offer of the County is to be incorporated into the written collective bargaining agreement along with the stipulation of the parties.

Dated this 20th day of February, 1981 at Madison, Wisconsin.

BY: Kay B. Hutchison
Kay B. Hutchison
Mediator-Arbitrator