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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 * In the Matter of the Petition of
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 * WASHINGTON COUNTY SOCIAL SERVICES
 * EMPLOYEES, LOCAL 1199,
 * AFSCME, AFL-CIO
 *
 * To Initiate Mediation-Arbitration
 * Between Said Petitioner and
 *
 * WASHINGTON COUNTY
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 * Case LV
 * No. 32645
 * MED/ARB 2563
 * Decision No. 21515-A
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I. APPEARANCES

Roger E. Walsh, Attorney at Law, Lindner, Honzik, Marsack,
Hayman & Walsh, S.C., on behalf of the County.

Richard W. Abelson, Staff Representative, AFSCME, Wisconsin
Council 40, on behalf of the Union.

II. BACKGROUND

The Parties have a collective bargaining agreement for the period of January 1, 1983, to December 31, 1984, pursuant to Article XXVII, Section 27.03 (wage reopener), the Parties exchanged proposals for a 1984 wage increase on November 30, 1983. Thereafter the Parties met on one occasion in an effort to reach an accord on a new collective bargaining agreement. On December 19, 1983, the Union filed a petition requesting that the Wisconsin Employment Relations Commission initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On January 26, 1984, a member of the Commission's staff conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by March 13, 1984, the Parties submitted to the investigator their final offers, as well as a stipulation on matters agreed upon. Thereafter, the investigator notified the Parties that the investigation was closed and the investigator advised the Commission that the Parties remained at impasse. Subsequent to the close of the investigation, the Commission ordered the Parties to select a Mediator/Arbitrator. The undersigned was so selected.

The Mediator/Arbitrator met with the Parties in an attempt to resolve the dispute in mediation. Failing to successfully mediate the dispute, the Mediator/Arbitrator served notice to the Parties of his intent to proceed to arbitration. The Parties waived written notice of such intent and the right to withdraw their final offers as extended by the statute. The Mediator/Arbitrator conducted a hearing and received evidence and testimony pertinent to the arbitration on May 30, 1984. The Parties reserved the right to file post-hearing briefs. The exchange of briefs was completed on July 20, 1984. Based on a review of the evidence, the arguments, and the criteria set forth in Section 111.70(4)(cm)6, Wisconsin Statute, the Mediator/Arbitrator renders the following award.

III. FINAL OFFERS

The final offer of the Employer (attached as Appendix A) is as follows:

Final Offer Of County to Local 1199, AFSCME

- "1. Professional Employees (Social Worker and Senior Social Worker):
- "a) Effective 1/1/84, a 4% increase to all rates in effect as of the end of the day on December 31, 1983, including overrate employees.
 - "b) Effective as of the end of the day on December 31, 1984, a 1% increase to all rates in effect as a result of the above 4% increase.
- "2. Non-Professional Employees (All other classifications):
- "a) Effective 1/1/84, a 4% increase to all rates in effect as of the end of the day on December 31, 1983.
 - "b) Effective as of the end of the day on December 31, 1984, a 2% increase to all rates in effect as the result of the above 4% increase."

The final offer of the Union (attached as Appendix B) is as follows:

Final Offer of Local 1199, AFSCME, AFL-CIO

- "1. Professional Employees:
- "1/1/84 - 5% across-the-board on Appendix 'A' (page 2) rates.
 - "7/1/84 - 1% across-the-board on 1/1/84 rates.
- "2. Non-Professional Employees:
- "1/1/84 - 7% across-the-board on Appendix 'A' (page 2) rates.
 - "7/1/84 - 2% across-the-board on 1/1/84 rates.
- "3. Increase overrate employees as follows:
- "Kuhn - 1/1/84 54¢
7/1/84 11¢
 - "Dries - 1/1/84 44¢
7/1/84 9¢"

IV. ARGUMENTS

A. The Union

Prior to putting forth detailed argument, the Union expends considerable time giving a background and history of the Parties' wage negotiations. To summarize their recitation, they note that since 1981, both Parties have been able to agree that "catch up" was essential for the employees. They both have addressed this need, even in their 1982 arbitration, by putting forth offers or arriving at agreements to provide for split increases, with the second increase occurring on the last day of the year. This year is no exception to this history. However, the Union asserts that a necessary and critical component in the past was bifurcated wage adjustments. What allowed the system to work and rendered it acceptable to the Union was the inclusion in the settlement of a

side letter that clearly and unequivocally stated that the increases that were to occur at the end of the day on 12/31 were not to be chargeable to the next year's increase. They draw attention to the fact that such a letter was not agreed to this year and is not part of the Employer offer.

Part of the "history" discussed by the Union is Arbitrator Weisberger's 1982 decision involving the Parties (Case XLVII No. 28885 Decision No. 19380 MED/ARB-1454). They argue that circumstances have changed considerably in the intervening two years since Ms. Weisberger's decision. For instance, Arbitrator Weisberger favored the County's offer in 1982 because their offer provided "a substantial 'moving up' compared to other County employees...." The Union submits a substantial moving up has not occurred. Moreover, the poor economic conditions she considered in 1982 are no longer present. They present detailed statistics in support of this assertion.

The Union next notes differences in the economic impact of the offers. The Union is proposing a 1984 package of 6% lift on base rates for professional employees, at an actual cost of 5.5%; opposed to the County's 1984 package of 5% lift on base rates at an actual cost of 4%. For non-professional employees, the Union is proposing a 1984 package of 9% lift on base rates at an actual cost of 8%; opposed to the County's 1984 package of a 6% lift to base rates at an actual cost of 4%.

The other difference noted by the Union is the time frames for the wage increases. The Union proposes a traditional January and July split for the applicable dates for the 1984 increases. The County proposes a continuation of the method of pay increase that was developed by the Parties in past years. That method is a January 1 increase and an end of the day December 31 increase. The Union believes their use of the more traditional mid-year split is justified by the Employer's failure to offer the aforementioned side letter. Further the Union asserts that the absence of the side letter in the County's final offer represents both a significant departure from past practice between the Parties and a most serious detraction from the reasonableness of the County's final offer. They also suggest further support of the Union's position of structuring the wage package along the traditional lines of a January and July split increase is the fact that since the Parties originally negotiated the year-end increase concept in 1981, the County has bargained or given January-July split increases to other County units. The 1983 increases for both the Sheriff's Department (47 employees) and the Unrepresented Group (382 employees) contained January and July (June 23rd) increases.

Much of the Union's argument relates to an analysis of the external comparables. They first analyzed three of the more prevalent non-professional positions. This analysis is done on the basis of hourly rates. Among other positions, they analyze wages for the Clerk-Typist I and Income Assistant classification, but note that these classes no longer exist because they were merged into the steps of the Clerk/Typist and Income Maintenance Worker classifications in 1983. They are in the record to provide the Arbitrator with a comparative framework only because they did exist back in 1981 when catch-up allegedly began, and still exist in some of the comparable counties. Their data indicates that in 1981, the Clerk Typist II in Washington County was \$1.46 per hour behind the comparable class in Dodge County; \$.74 per hour behind Fond du Lac; \$1.24 per hour behind Ozaukee; \$1.31 behind Sheboygan; and \$.93 per hour behind Waukesha. At the end of 1983, according to their analysis, after three full years of catch-up, the Clerk-Typist in Washington County had gained only \$.25 per hour on the comparable class in Dodge County; gained \$.09 per hour on Fond du Lac; lost an additional \$.30 per hour to Ozaukee; gained \$.05 per hour on Sheboygan; and gained \$.05 per hour on Waukesha. Union Exhibit #3 provides information about the top rate of the Senior Clerk-Typist classification (the old C-T III) for 1981 and 1983. In 1981, the Clerk-Typist III was \$1.54 per hour behind the

comparable class in Dodge County; \$.98 per hour behind Fond du Lac; \$1.66 per hour behind Ozaukee; \$1.16 per hour behind Sheboygan; and \$1.31 per hour behind Waukesha. At the end of 1983, again after three full years of catch-up, the Senior Clerk-Typist in Washington County had gained only \$.28 per hour on comparable class in Dodge County; gained \$.08 per hour on the comparable class in Fond du Lac; and gained absolutely nothing on Waukesha County remaining \$1.31 behind.

With respect to the top rate of the Income Maintenance Worker classification, they contend that in 1981 the I. M. Worker was \$1.64 per hour behind the comparable class in Dodge County; \$1.37 per hour behind Fond du Lac; \$1.84 per hour behind Ozaukee; \$1.27 per hour behind Sheboygan; and \$1.18 per hour behind Waukesha. In 1983, again after three full years of catch-up, the I. M. Worker gained \$.37 per hour on the comparable class in Dodge County; gained \$.09 per hour on the comparable class in Fond du Lac; fell \$.81 per hour farther behind the comparable class in Ozaukee; fell \$.13 per hour farther behind the comparable class in Sheboygan; and gained \$.09 per hour on the comparable class in Waukesha.

Based on their analysis of the non-professional classifications from 1981 through the end of 1983, it is quite apparent to the Union that the first three years of "catch-up" have not generated any significant catch-up at all. In fact, in several instances the classifications in Washington County have fallen further behind the corresponding classes in surrounding counties.

On the other hand, the Union argues that the County wage proposal of 4% on 1/1/84 and 1% at the end of the day on 12/31/84 does nothing more than continue the status quo, with Washington County employees remaining in the substantially identical position of wage inequity to their counterparts. For instance, for the Clerk-Typist II, Washington County's Clerk Typist, the County's wage offer would result in a net gain of only \$.12 per hour on the comparable class in Dodge County; only \$.14 per hour on the comparable class in Fond du Lac; \$.17 per hour on the comparable class in Ozaukee; absolutely no gain on the comparable class in Sheboygan County; and only \$.07 per hour on the comparable class in Waukesha County. Most significantly, in the Union's opinion, the County's proposal still leaves the Clerk-Typist in Washington County over \$1.00 behind the corresponding class in three of the five comparable counties. Also, for the Clerk-Typist III, Washington County's Senior Clerk-Typist (Union Exhibit #14), The County's wage offer results in a net gain of only \$.13 per hour on the comparable class in Dodge County; \$.14 per hour on the comparable class in Fond du Lac; and only \$.06 per hour on the comparable class in Waukesha. Again, most significantly in the Union's opinion, the County's proposal still leaves the Senior Clerk-Typist over \$1.00 per hour behind the corresponding class in two of the three comparable counties which have corresponding classes.

The Union also analyzes the result of the County offer on the Income Maintenance Worker classification. They note too that it is the most populous classification in Washington County among non-professional employees with 14 I. M. Workers out of 27 non-professional employees. They contend that the County's wage proposal results in the I. M. Worker in Washington County gaining only \$.15 per hour on the I. M. Worker class in Dodge; gaining only \$.14 per hour on the I. M. Worker class in Fond du Lac; gaining only \$.20 per hour on the I. M. Worker class in Ozaukee; a loss of \$.24 per hour to the I. M. Worker in Sheboygan; and a gain of only \$.08 per hour on the I. M. Worker in Waukesha. The actual dollar differences are even more significant here than in the case of the Clerk-Typist classes. The Washington County I. M. Worker will remain over \$1.00 behind three of the five comparable counties, \$1.68 behind Sheboygan County and \$2.45 behind Ozaukee County.

Regarding the professional positions, they recognize there

exist two professional classifications in Washington County. They are Mastered Degree Social Worker (Senior Social Worker) and Non-Mastered Social Worker (Social Worker). These two classifications were created effective 1/1/83 when the Social Worker I and II class were merged into the new "Social Worker" class; and the Social Worker IV and V were merged into the new "Senior Social Worker" class. As with the case of the Clerk-Typist and Income Maintenance Worker classes, effective 1/1/83 and described above, the Social Worker and Senior Social Worker merger did not have a wage impact. There existed contractual automatic progression from Social Worker I to Social Worker II and from Social Worker IV to Social Worker V, after 18 months of service in the lower class.

Based on their analysis of the external wage data they conclude the Social Worker II was behind the corresponding class in all five comparable counties. By the end of 1983, Washington County Social Worker II had surpassed Dodge and caught up significantly to Ozaukee County although still \$1.36 behind. For the Senior Social Worker, the 1983 rates show that Washington County has moved ahead of Dodge County, and is very close to Fond du Lac County.

Moreover, the Union contends the figures for 1984 demonstrate that the Union's slightly higher offer for both the Social Worker and the Senior Social Worker moves the Washington County classifications closer to the mainstream of pay to the comparable counties. For the Social Worker, the Union's final offer provides for a differential of under \$1.00 for Ozaukee County for the first time. For the Senior Social Worker, the Union's final offer thrusts the Washington County wage rates almost in the mid-range of five comparable counties.

In terms of rebuttal, the Union does not believe that the fact that Washington County employees reach their maximum earnings potential sooner than their counterparts in comparable counties mitigates against the fact that after a slightly longer period of time, the earnings potential of the other employees peak and plateau at much higher levels. Over the working life of employees, these slightly longer periods of time to reach maximum have very little impact upon the total wage earnings of workers. They also question the County's use of monthly rates. The monthly rates, on their face, are unreliable and misleading because of the variations in the number of daily and weekly hours of work which cause considerable fluctuations in the wage rates per hour. They next argue the County's use of ratios in their comparisons. In their opinion, the fact that one dollar difference was a much larger percentage of an employee earning \$3.50 per hour than when the employee earned \$5.50 per hour, does not mitigate against the fact that the Union feels they have made no progress towards eliminating that \$1.00 differential. They submit percentages are a meaningless analysis in this regard. The relevant data concerns the actual dollar difference. One does not buy a loaf of bread or a gallon of gasoline with percentages, one buys each with cash.

The Union makes two arguments in terms of internal comparables. First, they believe that the proper comparable position for the Clerk-Typist classification is the Senior Clerk (unrepresented) and the proper comparable position for Senior Clerk-Typist (or top step) is Administrative Secretary (unrepresented). They point out that the 1983 salary for Clerk-Typist was \$5.33 per hour compared to \$5.71 per hour for the Senior Clerk (unrepresented). The 1983 salary for the Administrative Secretary was \$5.99 per hour compared to \$5.51 for the Senior Clerk-Typist. This, they contend is inequitable and weighs in favor of their arrangement.

Regarding the settlements with other represented units, the Union argues that such settlements should not carry any weight in these proceedings. The Union understands that normally internal settlements do carry great significance in interest arbitration

decisions. However, the Union believes that it has demonstrated great need for the Arbitrator in the present case to deviate from the established pattern of the internal settlements in Washington County.

The last argument presented by the Union relates to the cost of living factor. The Union asks the Arbitrator to particularly note the index for the Milwaukee SMA, which includes Washington County among the four counties that make up that SMA. The cost of living rose 7.9% from January 1983 through January 1984, and 7.8% from April 1983 through April 1984. Clearly, the Milwaukee rise in the CPI has been significantly higher than the national figures. Based on this, the Union contends that based on the criterion of cost of living, the Union's final offer is more reasonable.

B. County

The Employer's first argument is that the County's final offer is more consistent with increases in the Consumer Price Index. They note as factual support for this argument that the annual increase in the Consumer Price Index (All Cities Index, Urban Wage Earners and Clerical Workers) from December 1982 to December 1983 was 3.3%, and from January 1983 to January 1984, the Index rose 3.6%. In the All Cities Index, All Urban Consumers, the annual increases were 3.9% and 4.1% in December 1983 and January 1984. The Milwaukee Area Increases in the Urban Wage Earners and Clerical Workers for November 1982 to November 1983, was 7.2% and 3.1% for the All Urban Consumers Index for that period. In January 1984, the Milwaukee Index increased 7.9% (Urban Wage Earners and Clerical Workers) and 3.0% (All Urban Consumers). For comparison purposes, they average the various indexes. The mean increases for the same periods were 3.65% (1983) and 3.9% (1984). The wage increases proposed by the County would increase the year end 1983 wage rate from 6.0% to 6.1% for non-professional employees and 5.1% for professional employees. The actual increase in annual earnings for 1984 over 1983, under the County's offer, will be 4.5% for professional employees, 6% for Income Maintenance Workers, and 5% for other non-professional employees. Thus, they conclude the Employer's proposed increases exceed the increases in the CPI. On the other hand, the Union's offer would increase these amounts 1% for professional employees and 3% for non-professional employees, and result in wage rate increases of 9.1% for non-professional employees and 6.1% for professional employees, two to three times higher than most of the increases in the CPI. Therefore, they submit the County's proposal is far more in line with increases in the CPI, and thus preferred when this criteria is utilized.

With respect to internal comparables, they assert that the final offer of the County is compatible with settlements reached with all other County bargaining units and with increases granted unrepresented employees. They submit in this connection that the wage increase pattern for 1984 that was negotiated with all other bargaining units was approximately 4% across-the-board. There were a couple of exceptions. The Highway settlement (40 employees) included a freeze on the lower three steps, the Health Center's (170 employees) was \$.20 per hour which averaged slightly under 4% and the Park's settlement (4 employees) included an end of year catch-up increase of \$.20 per hour (approximately 2.9%) to the top step only. The 382 unrepresented employees also received a 4% across-the-board wage increase for 1984. Thus, 639 out of 699 employees of Washington County (91%) are already receiving 1984 wage increases of 4% or less. In spite of the pattern, the County believes their offer treats the Social Service employees better than all but four other County employees for 1984 wage increases. Moreover, this has occurred in years past and has resulted in significant internal gains. Based on this, they contend acceptance of the Union's higher than pattern offer (the initial 5% and 7% increases for January 1 - the catch-up amounts of 1% and 2% are the same, except for timing) will be destructive of voluntary collec-

tive bargaining in the County. In this regard they cite Arbitrator Grenig in Rock County, Decision No. 20600.

With respect to wage increases in surrounding counties, the Employer asserts that their final offer is most reasonable because it exceeds wage increases granted Social Services Department employees in other counties. This is repeated in the following table showing wage rate increases for 1984 over 1983.

<u>Classification</u>	<u>Average Wage Rate Increase</u>		<u>Wage Increase Under County Offer</u>	
	<u>%</u>	<u>\$</u>	<u>%</u>	<u>\$</u>
Clerk I/II	3.4%	\$ 36	6.1%	\$ 56
Income Maintenance Worker	3.2%	\$ 39	6.0%	\$ 60
Social Worker (Bachelors)	3.1%	\$ 55	5.1%	\$ 78
Social Worker (Masters)	3.0%	\$ 60	5.1%	\$ 95

Based on this table, they emphasize that Washington County's offer is from \$20 to \$35 or from 2.0% to 2.8% more than the average wage increase granted in other surrounding counties in 1984 over 1983. They also note a similar pattern has existed over the last two years. They present a table in this respect similar to the table above and conclude Washington County's offer amounts to a wage increase that is from \$28 to \$49 or from 3.1% to 5.1% more per month than the average wage increase granted in other surrounding counties in the last two years.

It is against this data that the County argues that the Union's final offer alters the previous method completely and proposes that the lift (which is the same as proposed by the County) take effect on July 1, 1984, rather than at the end of the day on December 31, 1984, as has been the practice in the past three years. In this regard they draw attention to the fact that the Union offers no explanation for this change--a change which results in a substantial additional cost in 1984. They argue the Union's offer should be rejected on the basis of this unexplained change in a long-standing and voluntarily accepted method of handling catch-up.

The County believes the catch-up method voluntarily developed by the Parties is valid and has, in fact, produced a more competitive wage rate comparison, especially at the starting rates, under the County's offer. Illustrative of this is the following table relating to starting rates.

<u>Classification</u>	<u>1982 Relationship to Average</u>		<u>1984 Relationship to Average</u>	
	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
Clerk I/II	(-\$33)	95.7%	(-\$ 9)	98.9%
Income Maintenance Worker	(-\$83)	90.6%	(-\$45)	95.3%
Social Worker (Bachelors)	(-\$18)	98.5%	+\$15	101.1%
Social Worker (Masters)	+\$ 6	100.4%	+\$55	103.5%

With further reference to starting rates, the County suggests that their starting rate comparison becomes more meaningful when the years it takes to reach the maximum rates are considered. It takes only three and one-half years in Washington County, compared to up to seven years in other counties. Furthermore, all Washington County employees reach the maximum rate utilized in the comparisons, and the existence of a vacancy is immaterial. Sheboygan County does not hire any Master Degree Social Workers and the top step of the Bachelor Degree Social Worker is not automatically reached in Sheboygan County after a specified number of years in the position.

With respect to their use of monthly rates versus the hourly rate utilized by the Union, the County argues that the monthly rates are more appropriate since they reflect the actual amount of pay an employee has available to spend from the employee's full-time job as well as the actual cost of the employee to the various counties. Furthermore, they contend, even the Union's hourly figures indicate that actual catch-up has taken place in the past three years.

They also comment on the maximum rates. They conclude that an analysis of maximum rates should be viewed with caution. There are facts and circumstances in various counties that cause problems in making meaningful comparisons. They submit that in some cases, such comparisons are totally misleading. For instance, progression to the top step in Washington County is automatic; in several counties, it depends on a vacancy and in Ozaukee County, progression involves merit.

The County believes that an important factor to consider is that Washington County's wage rates are increasing at a more rapid pace than are the rates in comparable counties. This is because in the past three years, the Parties themselves have voluntarily settled on the catch-up amount in two of the three years. The County believes that their final offer in the instant case closely parallels the pattern of these past settlements. The Union's, in their opinion, does not. They submit the Arbitrator should not, in a wages only reopener negotiation, permit major changes in settlement patterns from those adopted voluntarily by the Parties. Furthermore, if a significant change in the relationship of wage rates in Washington County to those in other counties is to take place, the County believes it should be done when the full contract is open for negotiations. In this connection, they cite Arbitrator Weisberger in Sheboygan Area School District, Decision No. 20975. Further, in this view, they contend in 1983, the Union voluntarily agreed to continue to catch-up at the same pace and in the same manner as it had in 1981 and 1982, i.e., to accept the general pattern wage increase granted other bargaining units and unrepresented employees in Washington County and to have a catch-up increase take effect at the end of the day on the last day of the wage year. Since the Union has now voluntarily accepted the present practice, the County contends it should not be able to revoke that acceptance and once again reargue a position similar to the one it presented in the 1982 arbitration proceeding, i.e., that it should be granted a general increase in excess of that granted other County employees. They cite Arbitrator Petrie in Valders Schools, Decision No. 19804.

Last, they argue their offer is most reasonable based on the analysis used by Arbitrator Weisberger in 1982, i.e., that the County's final offer follows more closely the 1981 and 1983 bargained pattern between the parties; the County's final offer is supported by changes in the CPI; the County's final offer is supported by comparability data for similarly situated employees in other comparable communities. Washington County has granted higher increases since 1982 than the others. And last, that the County's final offer recognizes in a significant manner the special needs of the non-professional members of the bargaining unit for some catch-up by the 2% year end "lift."

V. DISCUSSION

Several things should be noted initially. First, there is no disagreement between the Parties as to which employers are comparable. Both of the Parties use the following counties for their external comparables: Dodge, Fond du Lac, Ozaukee, Sheboygan, and Waukesha. Second, neither Party challenges the other's selection of individual positions from the comparable employer year for comparison purposes. Last, neither Party challenges the other's calculations, in terms of accuracy, for hourly or monthly rates for the purposes of comparison.

What is disputed in terms of analytical methodology is (1) whether monthly rates versus hourly rates should be used for comparison purposes and (2) whether minimum rates or maximum rates should be utilized.

In terms of monthly versus hourly rates, the Arbitrator, as a general rule, believes that the rate which is traditionally used to compensate the particular employees involved in an arbitration should be utilized even if there is some slight or minor deviation in hours worked across employers. For example, teacher salary schedules are usually based on yearly rates and thus, it is most appropriate to use yearly salary rate comparisons. However, the situation here is different. There does not seem to be any customarily consistent manner between comparable employers as to what basis they use to compensate their employees. For instance, in Washington County, three different rates are printed in the contract (hourly, biweekly, and monthly). In Dodge County, employees are compensated on an hourly wage schedule. In Fond du Lac, the wage schedule is monthly. In Sheboygan, the professional salary schedule lists hourly rates, but in another place mentions monthly rates. For non-professionals, in Sheboygan County, hourly rates are used. Waukesha, like Washington, lists all three rates but they are paid on a biweekly basis as the hourly and monthly rates are listed as approximates.

When one adds this mixed picture to the fact that employees in Fond du Lac, Sheboygan, and Ozaukee work only 37 1/2 hours, it seems it is more appropriate to utilize the hourly rates.

With respect to other minimum or maximum rates, it is the Arbitrator's opinion that both must be considered. In fact, the number of steps in between the minimum and the maximum and the amount of time to reach the maximum must also be considered. Simply put, the structural considerations to salary schedules are deserving of consideration. However, most weight should be given to maximum rates in the final analysis. This is so for a variety of reasons: (1) arbitrators generally give most weight to maximum rates in proceedings involving employees similar to those here; (2) most employees will normally be at or near the maximum rates; and (3) there is often variance in the structure of the rest of the salary schedules making other comparisons more difficult.

There is another noteworthy feature of this case which should be mentioned at the outset. Both Parties have structured their offers with the use of split increases to provide "catch-up." In fact, this is a continuation of the Parties' approach for the last several years. Both Parties also structured their offers to provide more "catch-up" to the non-professional portion of the bargaining unit. Thus, in view of this and the data for the past years, there can be no serious dispute that this unit, relative to the external comparables, is again in a catch-up position, especially for the non-professional unit. Therefore, the critical question in this case is which offer most reasonably addresses this mutually recognized need for catch-up.

The Arbitrator, based on a review and study of the available evidence, concludes that the Union's offer is more reasonable. This is primarily because it addresses the need for catch-up more

reasonably than the Employer's offer, especially for non-professionals. Even though there may have been catch-up in the past and even assuming some catch-up would occur under the Employer's offer, a substantial need for catch-up still exists, which is better addressed by the Union offer. Moreover, the Union offer does not unreasonably advance the bargaining unit relative to the other external units. This conclusion was reached after review of both Union exhibits and Employer exhibits on external comparables. When the averages were calculated for Union Exhibits 9-21, the following year end rate results occurred:

Table I

Comparison of Benchmark Positions Comparable
to Washington County 1983/1984
(Hourly Rates)

CLERK TYPIST (Step V - Maximum)

	<u>1983</u>		<u>1984</u>
Average	\$6.44		\$6.66
Washington	\$5.33	County	\$5.65
		Union	\$5.81
Difference	- \$1.11 (17%)	County	- \$1.01 (15%)
		Union	- \$.85 (12.7%)

INCOME MAINTENANCE WORKER (Step V - Maximum)

	<u>1983</u>		<u>1984</u>
Average	\$7.27		\$7.56
Washington	\$5.73	County	\$6.08
		Union	\$6.25
Difference	- \$1.53 (21%)	County	- \$1.48 (19.5%)
		Union	- \$1.31 (17.3%)

SOCIAL WORKER A (Step V - Maximum)

	<u>1983</u>		<u>1984</u>
Average	\$10.26		\$10.48
Washington	\$ 8.84	County	\$ 9.34
		Union	\$ 9.42
Difference	- \$ 1.36 (13%)	County	- \$ 1.14 (11%)
		Union	- \$ 1.06 (10%)

SOCIAL WORKER B (Step V - Maximum)

	<u>1983</u>		<u>1984</u>
Average	\$11.60		\$11.79
Washington	\$10.84	County	\$11.38
		Union	\$11.49
Difference	- \$ 1.12 (9.6%)	County	- \$.41 (3.48%)
		Union	- \$.30 (2.5%)

It can be seen from this table only modest catch-up occurs under the Employer offer and relatively speaking, the catch-up under the Union offer isn't overly dramatic. Based on the large negative differential existing at most benchmarks in 1983, the Union offer is not unreasonably excessive.

Even the Employer's data, based on monthly rates, is utilized, the negative differential which still would remain under their offer, is significant. Based on their exhibits, an Income Maintenance Worker (maximum) would still be \$197 per month or 15% behind the external comparables; a Clerk-Typist (maximum) would be behind \$114 per month or 10.4%; a Social Worker A (step V) would be behind \$169 per month or 9.5%; and a Social Worker B (step V) would be behind \$51 per month or 2.5%. If the Union offer sought to advance the bargaining unit by quantum leaps or to a relatively high position in the comparable employers, or if there were legitimate financial constraints, the Employer's case would be strengthened. However, such is not the case.

The Employer did argue that their offer was favored by the cost of living criteria and the fact that the Union would receive greater dollar increases than the internal and external units. They also argued their offer was most consistent with the internal pattern. However, for a variety of reasons in the context of the particular facts and circumstances of this case, these arguments are unpersuasive. In a catch-up situation, increases are bound to exceed the cost of living and the amounts received by other employees, internally and externally. Thus, little weight can be given to these arguments. Further, the internal pattern which normally deserves great weight, is much less significant in a case where there is substantial disparity between the bargaining unit and the external comparables. The internal pattern of increases must give way in such a case.

The Employer also argued that the use of maximum rates could be misleading. Certainly there is reason to be cautious. However, even if their usefulness is discounted to a certain degree, the Union offer cannot be considered unreasonable. Maximum rates are, even though somewhat of an imprecise measure due to the factors elucidated by the Employer, a reasonably good tool of assessment.

In view of the foregoing, it is the conclusion of the Arbitrator that the Union's final offer is more reasonable and will thus be adopted and made part of the collective bargaining agreement between the Parties.

VI. AWARD

The 1983-84 Collective Bargaining Agreement between the Washington County Social Services Employees, Local 1199 and Washington County (Department of Social Services) shall include the final offer of Washington County Social Services Employees, Local 1199 and the stipulations of agreement as submitted to the Wisconsin Employment Relations Commission.

Dated this 9th day of November, 1984, at Eau Claire, Wisconsin.



Gil Vernon, Arbitrator

APPENDIX A

Wisconsin Employment
Relations Commission
Suite 200, 14 W. Mifflin St.
Madison, WI 53703

FINAL OFFER OF COUNTY
TO LOCAL 1199, AFSCME

MAR 13 1984

MARCH 5, 1984

1. Professional Employees (Social Worker and Senior Social Worker):
 - a) Effective 1/1/84, a 4% increase to all rates in effect as of the end of the day on December 31, 1983, including overrate employees.
 - b) Effective as of the end of the day on December 31, 1984, a 1% increase to all rates in effect as the result of the above 4% increase.

2. Non-Professional Employees (All other classifications):
 - a) Effective 1/1/84, a 4% increase to all rates in effect as of the end of the day on December 31, 1983.
 - b) Effective as of the end of the day on December 31, 1984, a 2% increase to all rates in effect as the result of the above 4% increase.

JSC
3/5/84

APPENDIX B

Wisconsin Employment
Relations Commission
Suite 200, 14 W. Mifflin St.
Madison, WI 53703

MAR 13 1984

LOCAL 1199, AFSCME, AFL-CIO

FINAL OFFER

1. Professional Employees:

1/1/84 - 5% across-the-board on Appendix 'A' (page 2) rates.

7/1/84 - 1% across-the-board on 1/1/84 rates.

2. Non-Professional Employees:

1/1/84 - 7% across-the-board on Appendix 'A' (page 2) rates.

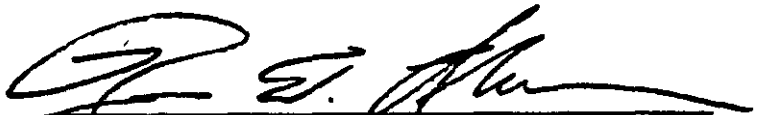
7/1/84 - 2% across-the-board on 1/1/84 rates.

3. Increase overrate employees as follows:

Kuhn - 1/1/84 54¢
7/1/84 11¢

Dries - 1/1/84 44¢
7/1/84 9¢

For the Union:



Richard W. Abelson
January 26, 1984