

In the Matter of Arbitration Between : JUL 15 1986

KENOSHA COUNTY : AWARD WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

and : Case 74 No. 34387
MED/ARB-3135

LOCAL 990, AFSCME, AFL-CIO : Decision No. 22784-A
(Social Services)

I. APPEARANCES.

ROBERT CHYBOWSKI, Staff Representative, Wisconsin Council 40,
AFSCME, AFL-CIO, represented the Union.

MULCAHY & WHERRY, S.C. by MARK L. OLSON, Attorney,
represented the County.

II. NATURE OF THE PROCEEDING. This is a proceeding in final and binding final offer arbitration following mediation-arbitration under Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of Wisconsin. The Kenosha County Department of Social Services Employees Local 990, AFSCME, AFL-CIO filed a petition on January 2, 1985, with the Wisconsin Employment Relations Commission alleging an impasse between it and Kenosha County, Department of Social Services, in collective bargaining and requested mediation-arbitration. The Commission found that the parties were at an impasse, concluded that the conditions required to initiation of mediation-arbitration as required by law existed, and ordered mediation-arbitration on July 15, 1985. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin as mediator-arbitrator, the Commission appointed him on August 8, 1985.

A first mediation session was held on September 10, 1985, after which the parties desired to continue negotiations on modified offers made at that session. A second mediation session then took place on May 13, 1986. Mediation was unsuccessful, and the parties remained at impasse, whereupon the mediator-arbitrator advised the parties he would arbitrate the dispute. The parties then agreed to waive any formal hearing and to submit to the arbitrator their exhibits and written presentations by May 30, 1986. They would supply briefs by June 20, 1986, and rebuttal briefs by June 30, 1986.

The contract is one of three years duration extending from 1984 to 1986 so that most of the period covered by the contract has become time past. The bargaining unit consists of 26 employees. It is one of ten bargaining units representing a total of 632 employees (ER. Ex. 6).

III. FINAL OFFERS.

A. Union Offer.

UNION FINAL OFFER

1. Amend the Agreement throughout to provide for three years duration, January 1, 1984 through December 31, 1986.
2. Amend Section 8.1 (a), Wages to provide as follows:

(a) Wages: A "Job Classification and Rate Schedule" for January 1, 1984 through December 31, 1984 shall be attached to this Agreement as Appendix "A". A "Job Classification and Rate Schedule" for January 1, 1985 through December 31, 1985 shall be attached to this Agreement as Appendix "B". A "Job Classification and Rate Schedule" for January 1, 1986 through December 31, 1986 shall be attached to this Agreement as Appendix "C".

On January 1, 1984, all wage rates for all classifications shall be increased by one percent (1%). As of December 31, 1984, one-half ($\frac{1}{2}$) of the total cost of living allowance being paid to employees covered by this Agreement will be "folded-in" to the rates of pay in each of the categories listed in Appendix "A". The remaining monies shall carry over and remain in the cost of living adjustment.

On January 1, 1985, all wage rates for all classifications shall be increased by one percent (1%). As of December 31, 1985, one-half ($\frac{1}{2}$) of the total cost of living allowance being paid to the employees covered by this Agreement will be "folded in" to the rates of pay in each of the categories listed in Appendix "B". The remaining monies shall carry over and remain in the cost of living adjustment.

On January 1, 1986, all wage rates for all classifications shall be increased by one percent (1%). As of December 31, 1986, one-half ($\frac{1}{2}$) of the total cost of living allowance being paid to the employees covered by this Agreement will be "folded in" to the rates of pay in each of the categories listed in Appendix "C". The remaining monies shall carry over and remain in the cost of living adjustment.

3. Delete parenthetical "Note" at end of Section 8.1 referring to the wage freeze for 1982.

No other changes.

B. County Offer.

1. Section 25.1 - Term

The County proposes a three-year agreement commencing on 1/1/84 and ending on 12/31/86.

2. 1/1/84 -- 1% general increase to wage rates in effect on 12/31/83. COLA quarterly adjustments to be paid for calendar year 1984.
3. 1/1/85 -- 100% of COLA account rolled into base salary and COLA clause eliminated from contract (Section 8.1.)
4. 1/2/85 -- 4% general increase to wage rates.
5. 7/1/85 -- 4.5% general wage increase.
6. 1/1/86 -- 4% general increase to wage rates in effect on 7/1/85.

IV. FACTORS TO BE CONSIDERED BY THE MEDIATOR-ARBITRATOR.

The following is derived from the Section of the Wisconsin Statutes applicable at the time, Section 111.70 (4) (cm) 7, and related to factors which should be given weight by the mediator-arbitrator:

"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 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 pension, medical and hospitalization benefits, 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 and 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 the private employment."

A recitation of pertinent facts relating to these criteria and derived from the exhibits will be given first, followed by a summary of the positions of the parties, and then by the conclusions of the mediator-arbitrator.

V. LAWFUL AUTHORITY OF THE EMPLOYER.

There is no matter here which concerns the lawful authority of the Employer to meet either offer.

VI. STIPULATIONS OF THE PARTIES.

The parties have stipulated to all other matters as related to a collective bargaining agreement.

VII. THE INTEREST AND WELFARE OF THE PUBLIC.

This subject will be addressed as to each issue treated here and also in general, subsequently.

VIII. COSTS.

There is no question about the ability of the unit of government to meet the costs of either offer, the Union cost in this case being lower under present conditions. Specific costs will be explained later herein.

IX. COMPARABLE GOVERNMENTAL UNITS.

The Employer lists the 16 largest counties in Wisconsin as the comparables for Kenosha County. These counties and certain characteristics are listed in Table I below (ER. 15-19 incl.):

TABLE I
SELECTED CHARACTERISTICS OF 16 LARGEST WISCONSIN COUNTIES

County	1980 Population	% Change	% Unemployment		Full Value Tax Rates 1984 Levy	Equalized Valuation (000,000)
			1985 Aver.	1986 Jan.		
Brown	175,280	10.77	6.2	7.2	22.92	4,353
Dane	323,545	11.46	4.4	5.2	24.85	9,288
Fond du Lac	88,964	5.20	7.9	9.9	20.01	2,132
Jefferson	66,152	10.14	7.9	9.7	23.12	1,627
Kenosha	123,137	4.43	11.5	17.1	23.99	2,822
LaCrosse	91,056	13.16	6.2	6.9	22.44	2,201
Marathon	111,270	14.17	8.3	10.1	22.04	2,711
Milwaukee	964,988	-8.47	6.5	7.0	34.52	20,953
Outagamie	128,799	7.87	6.3	8.3	20.78	3,153
Racine	173,132	1.34	9.4	9.7	24.28	4,080
Rock	139,420	5.65	7.3	9.4	21.98	3,273
Sheboygan	100,935	4.42	6.3	8.5	24.63	2,491
Walworth	71,507	12.71	6.0	7.1	19.19	2,892
Washington	84,848	32.91	6.7	7.7	21.36	2,431
Waukesha	280,326	21.18	6.0	6.6	22.43	9,236
Winnebago	131,703	1.35	6.8	7.3	21.31	3,263

It can be seen from the above table that Kenosha County in 1980 was 9th in population, 12th in percentage of increase, highest in unemployment rate for 1985 averaged, and for January 1986, 5th in tax rate, and 10th in equalized valuation.

The arbitrator takes note from Exhibit 16 furnished by the County that Kenosha County is in a group of industrialized counties in southeastern Wisconsin which include Milwaukee, Waukesha, Dane, Rock and especially Racine, which the arbitrator considers a primary comparison group by virtue of geographic proximity. However, Milwaukee County is substantially larger with its own characteristics, that the group excluding Milwaukee County make a group of primary comparables. The 16 counties named by the Employer are valuable however for a secondary and more general comparison. The use of primary and secondary comparison as a differentiating mechanism is limited here because, as will be seen, Kenosha wage offers in either comparison group rank among the highest.

X. COMPARISON OF WAGE OFFERS AT MAXIMUMS.

The following table, taken from Employer Exhibits 20-24 inclusive gives a comparison of the respective wage offers in hourly rates for maximum position.

TABLE II

HOURLY YEAR END RATES OF THE OFFERS, 1984-1986 INCLUSIVE

	<u>1983</u>	<u>Rank</u>	<u>1984</u>	<u>Rank</u>	<u>1985</u>	<u>Rank</u>	<u>1986</u>	<u>Rank</u>
Social Worker I								
County								
1/1	11.77	3/16	12.23	3/16	12.72		13.82	3/11
7/1					13.29	3/16		
Union	11.77	3/16	12.23	3/16	12.65		12.94 ⁽¹⁾	3/11
Social Worker II								
County								
1/1	12.61	1/13	13.08	1/13	13.60		14.78	1/9
7/1					14.21	2/13		
Union	12.61	1/13	13.08	1/13	13.51	2/13	13.86 ⁽¹⁾	2/9
Social Worker III								
County								
1/1	13.15	1/10	13.63	2/10	14.18		15.41	1/8
7/1					14.82	1/10		
Union	13.15	1/10	13.63	2/10	14.06	2/10	14.42 ⁽¹⁾	2/8
Social Worker IV								
County								
1/1	13.15	1/10	13.63	1/7	14.18		15.41	1/5
7/1					14.82	1/7		
Union	13.15	1/10	13.63	1/7	14.06	1/7	14.42 ⁽¹⁾	1/5
Social Worker V								
County								
1/1	13.73	1/5	14.21	1/5	14.78		16.07	1/4
7/1					15.45	1/5		
Union			14.21	1/5	14.65	1/5	15.01	1/4

(1) Projected

The following tables derived from Employer Exhibits 32-35 inclusive indicate costs of the offers both when averages are taken and year end costs are considered.

TABLE III

SUMMARY OF AVERAGE WAGE PLUS COLA COST

	<u>1983</u>	<u>1984</u>	<u>% Inc.</u>	<u>1985</u>	<u>% Inc.</u>	<u>1986</u>	<u>% Inc.</u>
County							
Wages	652,959	677,035		758,061		805,732	
COLA	<u>27,008</u>	<u>26,601</u>		<u>758,061</u>	7.73	<u>805,732</u>	6.29
	679,967	703,636	3.48				
Union							
Wages	652,959	677,035		701,899		726,464	
COLA	<u>27,008</u>	<u>26,601</u>		<u>27,415</u>	3.65	<u>25,108</u>	3.05
	679,967	703,636	3.48	729,314		751,572	

Note: Based on 26 employees for 1983-86 inclusive. COLA projected at \$0.05 for third and fourth quarters of 1986. Utilizing of actual quarterly adjustments for adjustments for COLA where applicable.

TABLE IV

YEAR END WAGE PLUS COLA COST ANALYSIS

	<u>1983</u>	<u>1984</u>	<u>% Inc.</u>	<u>1985</u>	<u>% Inc.</u>	<u>1986</u>	<u>% Inc.</u>
County							
Wages	652,959	677,035		774,742		805,732	
COLA							
(Float)	<u>34,201</u>	<u>35,830</u>		<u>-</u>		<u>-</u>	
	687,160	712,865	3.75	774,742	8.68	805,732	4.00
Union							
Wages	652,959	677,035		701,899		726,464	
COLA							
(Float)	<u>34,201</u>	<u>35,830</u>		<u>34,201</u>		<u>28,773</u>	
	687,160	712,865	3.75	736,100	3.26	755,237	2.60

COLA projected at \$0.05 for third and fourth quarters of 1986.

The wage difference thus for average wage plus COLA amounts to \$82,907 more for the County offer. When considering year end results, the County offer is higher by \$89,137.

XI. COMPARISONS OF MAXIMUM WAGES WITH THOSE OFFERED IN COMPARABLE DISTRICTS.

The following table is a summary of Employer Exhibits 20 to 24 listing top wage rates where applicable to certain classes of Social Workers.

TABLE V

RANK OF KENOSHA IN MAXIMUM YEAR END WAGE FOR SOCIAL WORKER POSITIONS IN COMPARABLE COUNTIES FOR 1986

<u>Position</u>	<u>County Offer</u>	<u>Union Offer</u>
Social Worker I ⁽¹⁾	3 of 11	3 of 11
Social Worker II ⁽²⁾	1 of 9	2 of 9
Social Worker III ⁽³⁾	1 of 8	2 of 8
Social Worker IV ⁽⁴⁾	1 of 5	1 of 5
Social Worker V ⁽⁵⁾	1 of 4	1 of 4

- (1) 5 counties not settled
- (2) 4 counties not settled
- (3) 2 counties not settled
- (4) 2 counties not settled
- (5) 1 county not settled

County Exhibits 20 to 24 show that in the period from 1983 to 1985 Kenosha was third in 16 counties for top wage for Social Worker I; and in the higher classifications, it was first or second, outranked only twice by Racine.

County Exhibit 25 listed percentage settlements for the comparable counties for 1984 to 1986 inclusive. Using the percentage increases estimate by the County in its exhibits 32-35 inclusive, Table III here, one arrives at the following results:

TABLE VI
RANK OF KENOSHA IN 1984, 1985, AND 1986
IN PERCENTAGE INCREASE IN SETTLEMENTS FOR
AVERAGE WAGE INCREASE

Year	% Inc.	Union		County	
		% Inc.	Rank	% Inc.	Rank
1984 ⁽¹⁾	3.48		11 of 16	3.48	11 of 16
1985 ⁽²⁾	3.65		11 of 16	7.73	1 of 16
1986 ⁽³⁾	3.05		7 of 11	6.29	1 of 11

- (1) Highest increase, 6%; lowest, zero %.
- (2) Highest rate other than Kenosha County offer - 6%, lowest rate - 3.0%.
- (3) Highest rate other than Kenosha County offer - 4.0%.

XII. COMPARISONS WITH BARGAINING UNITS IN THE KENOSHA COUNTY GOVERNMENT.

The following table summarizes Employer Exhibit 7 as to percentage increases in other bargaining units plus the date a COLA clause in the agreement between the bargaining unit and the County was eliminated.

TABLE VII
TYPE OF WAGE INCREASE FOR 1984, 1985, AND 1986
FOR KENOSHA COUNTY BARGAINING UNITS AND DATE OF
COLA ELIMINATION IF APPLICABLE

Unit	1984 %	1985 %	1986 %	COLA Dropped
Highway	2% + COLA	9.0	4.0	1985
Courthouse,				
Soc. Service				
Clericals	2% + COLA	9.0	4.0	1985
Parks	2% + COLA	9.0	4.0	1985
Institutions	1.63% Av.	2.13 Av.	2.61 Av.	1984
Deputy Sheriffs	1/1 5.0%	3.00	3.00	1983
	7/1 5.0%			
Asst. Attorney	6.8	3.00	3.00	1983
Reg. Nurses	1/1 2.0%	3/17 1.5	3/16 2.5	1983
	7/1 2.0%			
Maintenance &				
Custodial	7.5	2.8	2.56 Av.	1983
Jail Staff	Not Settled			1982
Social Service				
Professionals				
County	1% + COLA	1/1 4.0	4.0	1985 (Proposed)
		7/1 4.5		
		COLA Elim.		
Union	1% + COLA	1% + COLA	1% + COLA	

Employer's Exhibit 26 shows that no COLA clauses exist in comparable social service units in other counties.

A settlement between Kenosha County and Local 990, Courthouse and Social Services Clericals for 1984-1986 included a no-layoff clause (ER. 9c). A similar clause appeared in the settlement between Local 1090, Parks, and the County (ER. 10a). The same was true for the settlement with Local 1392, Institutions (ER. 11a).

XIII. COMPARISON OF BENEFITS.

Employer's Exhibits 12a to 14b inclusive compare fringe benefits contributed by the Employer in 1984-1986 to bargaining units within the County. These benefits include health, dental and life insurance, payment to WRF (employee's share), paid holidays, sick leave accumulation, vacation and casual days. With the exception of earlier and longer vacations for sheriff's employees, the benefits are uniform.

XIV. COST OF LIVING.

Union Exhibit 7 reported a Consumers' Price Index for Urban Wage Earners to have been +3.55% in 1984, +3.59% for 1985 and an expected -0.93% for 1986. The National CPI-W for April 1986 stood at 320.4. In Milwaukee the index in March 1986 was 347.2 (Un. 6).

According to Employer Exhibit 28, the rise in the CPI-W between December 1983 and December 1984 was 3.5%. The next year's rise (1985) was 3.6%. A projected percentage was not given for 1986, but from the estimated quarterly COLA adjustment used by the County, the County estimated the CPI-W to increase from 324.3 to 327.9 by October 1986, an increase of 3.6 points. This amounts to an annual increase of about 2%. The difference from October 1983 (CPI-W 301.3) to October 1986 (CPI-W 327.9) represents an 8.8% increase. The County offer for a Social Worker I is a top of \$12.99 for 1986 as compared to a top of \$11.77 for 1983 or an increase of 17.4%. The Union offer as projected comes to 10.4% with its 1986 top of \$12.99 (ER. 20).

Union Exhibit 5, a copy of a Milwaukee Journal news story of May 21, 1986, reported a consumer price index fall of 0.3% during April, and a projected annual drop of 4.3% since February.

The Union, while seeking retention of the COLA clause, nevertheless states that as it is currently structured, it undervalues the increase in the CPI-W. The clause calls for a 1¢ increase per 0.3 increase in the index. The increase should be 1¢ per 0.24 increase (Un. 5).

XV. INTERESTS AND WELFARE OF THE PUBLIC.

Employer Exhibit 38 reported an annual average unemployment rate for 1985 at 11.5%. This was higher than in any of the comparable counties. The next highest was Racine County's rate of 9.4%. In January 1986 the unemployment rate was 17.1% in Kenosha County. Marathon County with 10.1% had the next highest rate, and Racine County's rate was 9.7%.

According to the Bureau of Labor Statistics, first year pay increases in 1984 averaged 2.4% and in 1985 they averaged 2.3%. However in 1985 first year increases averaged 4.2% for about 63 percent of the workers, 33 percent had their wages frozen and the rest experienced a decrease. Contracts with COLA clauses had a 1.6% first year adjustment for firms with 1000 or more workers, and 2.0 for firms with more than 8000 employees (ER. 36a, b).

The 2.3% average first year rate with a 2.7% rate over the life of the contracts for 1985 was the lowest rate since 1968. COLA clauses covering 471,000 workers were dropped in 1985. However 41,000 workers' contracts included COLA clauses (ER. 37a-c).

A report from the Wisconsin Job Service for Kenosha County reported a seasonally adjusted unemployment rate of 13.7 for November 1985 and 11.5 for December. This compares with a Wisconsin rate of 7.2 and 7.0 for the same months. The weekly wage of production workers declined when hours declined from 44.3 to 39.7 in the past year. However the average wage was \$11.59 per hour in December 1985 as compared to \$10.59 in December 1984, which is attributed to a layoff of lower paid workers (ER. 39a).

XVI. SUMMARY OF THE UNION POSITION.

The Union notes that there is only one issue in this dispute, wages. It seeks to retain a COLA clause and asks for only a 1% general increase for each of three years. It notes that the contract applies chiefly retroactively. The experience of the past has produced a Union offer that is cheaper in aggregate wage cost and "lift". This disproves the notion that COLA clauses regularly produce large and unpredictable wage increases. Also under present conditions the COLA clause is undervalued relative to base wages of social workers so that it does not keep up with rises in prices.

The Union strongly disagrees with the list of comparable counties as not being comparable. It does not believe that the dispute should be resolved in favor of the evidence that Kenosha County Social Workers have comparatively high rates. In fact the Employer is proposing the higher rates, and on this basis the evidence suggests an award in favor of the Union.

As to the County's evidence on elimination of COLA clauses within County bargaining units, the units did this voluntarily. Also the County offered higher wage increases than it offers to the Union now to get the elimination of COLA.

Further the Union notes that other bargaining units obtained job security provisions, which were part of the price in "buying out" COLA. The Union asks whether the County would lay off workers to save money to pay for a higher settlement. This is a threat which would make it foolish for the Union to settle for higher rates. Under the lower rates of the Union, layoffs might be obviated without disruption of service or anguish to laid off employees.

The Union offer is thus more reasonable.

XVII. SUMMARY OF THE EMPLOYER'S POSITION.

The County, citing the WERC case City of Brookfield (Police) Dec. No. 14395-A, (8/76) Hon. M. Raskin, Arb., for criteria for comparability, states that its list of comparables meets the tests cited by that award. These tests include population, geographic proximity, total complement of relevant department personnel and wages and fringe benefits paid to such personnel. Kenosha's rate of population growth at 4.43% was only eleventh of sixteen comparable counties in the last decade. Seven counties are located in southeastern Wisconsin. Kenosha County's tax rate is fifth, its equalized property value ninth, but its unemployment rate highest. Generally, however, it has a position in the middle of the sixteen comparable counties.

The County asserts that its offer is more reasonable when compared with salaries received by other professional social service workers in comparable counties. The County provided a chart which essentially yielded the same kind of information in Table V above as to the relative high ranking of Kenosha in the list of comparables. The County states that when Brown County and Milwaukee County are excluded (since they do not have a stratified wage structure like Kenosha), Kenosha ranks highest in five categories under the 1986 County offer.

The County also supplied a chart showing that Social Worker rates in Kenosha have historically exceeded average rates in comparable counties from about 26% to 20% from 1983 to 1985. The County's final offer will far exceed the average for 1986 and the Union offer will lose ground in average salary comparisons.

The County also asserts that the County offer is consistent with all other Kenosha County bargaining unit salary structures, because the County offer eliminates the COLA clause in 1985. The County notes that each and every other bargaining unit has voluntarily eliminated the clause. These bargaining units represent 96% of the employees.

The County says that under COLA it is unable to budget a sum certain for wages. Also under COLA clauses, wages of some employees have increased at a rate more rapid than other employees, and in a decline in the cost of living, have resulted in decreases of rates of employees. This is an abnormal wage pattern not in the interest of the County.

The County cited several opinions of arbitrators to the effect that a negotiated removal of COLA from one bargaining unit would support the removal from another unit in arbitration, and that also other criteria must be weighed so that retention of a COLA provision does not necessarily predominate in the final award, including such things as level of wages, problems created for the Employer by COLA, and comparability of wages after COLA is folded in.

Another factor considered by arbitrators is whether there has been a sufficient "buy-out" of a long-standing clause.

The County argues that its offer meets the test of a "buy-out".

The County developed the following chart which will be Table VIII here:

TABLE VIII

PERCENTS IN WAGE SETTLEMENTS-RELATIONSHIP TO AVERAGE
(USING YEAR-END)

	<u>1984</u>	<u>1985</u>	<u>1986</u>
Aver. of Comparables	4.02	4.33	3.79
County Offer	3.75	8.68	4.0
Change	- .27	+4.35	+ .83
Union Offer	3.75	3.26	2.6
Change	- .27	-1.07	-1.19

The County points to the drop in the 1984 settlement using COLA, and contends that this shows vagaries in adjusting compensation by COLA on a comparable basis with other counties. The County also argues that the type of COLA clause in the Kenosha contract is, as the Union points out, devaluated and therefore cannot keep up with inflation.

The County also asserts that if a percentage increase is not used for adjusting salaries, the ratio of the top salaries to the bottom salaries compresses downward, something which happened between 1983 and 1986 where the ratio declined from 1.41 to 1.378 between maximum and minimum salaries.

The County asserts also that by a 8.68% year-end increase (compounded) in 1985, it essentially buys out the cost of living provision, especially since this exceeds the average of external comparisons by 4.35% when the Union offer is 1.07% below comparable settlements.

As to comparisons, the County points to the fact that no other County social service units have a COLA clause.

The County holds that its buy-out of COLA is consistent with and within the range of buy-outs of other COLA provisions with County bargaining units.

The County states that its offer is consistent with 1985 settlements in private sector large industries without COLA clauses, and it notes that COLA clauses covering 471,000 workers were dropped whereas they were introduced into settlements covering only 41,000 workers.

The County in opposition to a Union argument contends that the arbitrator must give consideration to comparable data when rendering an award, and such comparability is normally given greatest weight when there is no dispute on ability to pay. The County offer on wages maintains an absolute superiority for Social Workers.

As to comparability, the County, supporting the eliminating of the COLA clause, stresses that there are no COLA clauses for other County employees or for Social Workers in comparable counties.

As to the Union contention that the County has not followed a settlement pattern with other unions in buying out COLA and providing job security, the County contends there is no such pattern to which the Union can point to support this argument. The County says that several Unions settled with COLA eliminated for percentage increases considerably below what is offered here. Further in other units the elimination of COLA occurred in 1983. Also the offer by the County compares very favorably with or exceeds other recent settlements. However settlements with other professionals were lower than the lift offered here by the County.

As to the matter of job security, the County points out that such guarantees were found in only three contracts, and also COLA was yielded voluntarily and not linked to the issue of job security. Also the issue of job security is not found in either offer, and there is no evidence of the County intending to institute layoffs. Further where job security provisions exist, they all expire at the end of 1986.

XVIII. DISCUSSION AND CONCLUSIONS.

1. It has been noted earlier that there is no matter concerning the lawful authority of the Employer to meet either offer and that the Employer can meet the costs of either offer. Further, all other matters have been stipulated and agreed to.

2. The arbitrator deems the comparison list submitted by the Employer as suitable to Kenosha County, but considers the primary measure of comparison to be Racine County whose population has many social and commercial interactions with Kenosha County.

3. As to wage offers, the Kenosha County offer is superior to almost all of the counties' salary structure for 1984-1986 inclusive and is quite comparable to Racine, being superior in some instances and inferior in others, but generally close where classifications are the same. The Union offer results in a decline below Racine in most cases in 1985 and 1986, but the Union offer still results in a high rank among the rest of the comparable units (ER. 20-24 inclusive). The question then arises as to whether from the interests and welfare of the public the Employer offer is higher than it need be in view of the argument advanced by the Employer that Kenosha is only in the middle range of comparable counties, thereby implying that it need not be in the front rank of wage levels. The answer to this question is supplied hereafter in the discussion on the interests and welfare of the public. In any event the lower Union offer for wages is reasonable, but it may produce a catch-up demand in the next years.

4. The wage offer of the County is comparable to recent (1986) wage settlements with other units of the County except for the absence of a job security provision (ER. 9, 10). The County offer is superior to one other recent contract in terms of percentage increases, but inferior in that it lacks a job security provision (ER. 11).

5. The County offer in percentage increases is more comparable to internal settlements with other County bargaining units. The Union offer is not as comparable (Table II).

6. The County offer which includes removal of a COLA provision results in a type of contract more comparable to existing types within the County (ER. 7, 8). The County offer without COLA in social service contracts is more comparable to existing contract features in comparable counties than the Union offer (ER. 26).

7. The County offer without a COLA clause is more in the trend of contracts in large private industries than is the Union offer (UN. 36 a,b).

8. In general benefits offered to the social service employees, there is no major feature of catch-up present which would argue for a higher off-setting wage (ER. 12 a,b; 13 a,b; 14 a,b).

9. It is the conclusion of the arbitrator that both offers of the parties exceed the change in the cost of living in the three years involved in the contract, the County offer being considerably greater.

10. No substantial changes have been reported in the pendency of the mediation-arbitration proceedings except contract settlements achieved within the County and reported in Employer Exhibits 9, 10 and 12. These settlements, as reported earlier, favor the County offer.

11. On the matter of the interests and welfare of the public, an unusual set of circumstances appears in this case. The County exhibits have shown that Kenosha is in a middle range of counties in various characteristics of population, tax rate, etc., but it has a very high unemployment rate, yet the County is offering a contract which would provide the top Social Worker V \$1.06 an hour more than the Union contract (ER. 24). The County justifies this offer on administrative and budget reasons needed to get rid of a cost of living contract provision.

The Union, despite its contention that its COLA provision undervalues the changes in the consumers' price index, nevertheless wants to retain the clause. It takes this position because it fears that the County will offset the cost of its offer by layoffs. The County has made this prospect a possibility by not having a job security clause in its contract. However the Union is not protected from layoff even under its own offer.

Thus the arbitrator is confronted with passing a judgment on whether the County's higher offer is in the interests and welfare of the public, just to be rid of a COLA clause. Narrowly viewed from the perspective of 26 employees out of 632 and of the average cost of \$82,907, the answer is no. Yet this factor must be weighed against other factors required by statute to be considered.

The superior weight of the public interest and welfare for one of the parties on one aspect of a set of conflicting offers does not determine all the other aspects of the disputed offers. Rather it is the sum of the weights of all aspects of the offers that should determine whether the public interests will be best served by one or the other of the offers. A monetary benefit in the public interest as here offered by the Union must be balanced against other conditions inherent in the offers.

12. In viewing all the factors to be considered, the dominant factors to the arbitrator appear to be those of internal comparison as to wages, the absence of COLA, those of external comparisons especially with Racine County, and the interest of the public in the lower costs of the Union offer. The former three factors, and especially the importance of not letting a catch-up situation develop for Social Workers in Kenosha County under the Union offer, are more weighty than the Union lower cost.

As to the prospect of layoff, neither offer defends for a certainty against them, so it is only speculative that if the lower Union offer prevailed, the County would not engage in layoffs.

For these reasons, the following Award is made:

XIX. AWARD. The 1984-1986 Agreement between Local 990, AFSCME, AFL-CIO (Kenosha Social Service Professionals) and Kenosha County shall include the offer of Kenosha County.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE July 14, 1986