STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Mediation/Arbitration Between	:	
WALWORTH COUNTY	:	Case 81 No. 36310 Med/Arb-3772
and	:	Decision No. 23610-C
WALWORTH COUNTY COURTHOUSE EMPLOYEES, LOCAL 1925B AFSCME, AFL-CIO	:	
and	:	
WALWORTH COUNTY	:	Case 78 No. 36307 Med/Arb-3769
and	:	Decision No. 23621-D
WALWORTH COUNTY LAKELAND COUNSELING CENTER EMPLOYEES LOCALS 1925A & 1925B AFSCME, AFL-CIO	:	Sharon K. Imes Mediator/Arbitrator

APPEARANCES:

Lindner & Marsack, S.C., by Eugene J. Hayman, appearing on behalf of Walworth County.

Robert Chybowski, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of Walworth County Lakeland Counseling Center Employees, Local 1925A & 1925B, AFSCME, AFL-CIO.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On August 18, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between Walworth County and Walworth County Courthouse Employees, Local 1925B, AFSCME, AFL-CIO. Pursuant to statutory requirement, a meeting for mediation with the parties was scheduled for November 25, 1986. Prior to that date, the undersigned was contacted by the parties and asked to reschedule the meeting. At the same time, she was asked, since both offers were the same, if she would also be willing to serve as mediator/arbitrator in the impasse between Walworth County and Walworth County Lakeland Counseling Center Employees, Local 1925A and 1925B, AFSCME, AFL-CIO provided the mediator/arbitrator previously selected for this impasse was willing to relinquish his appointment. This arrangement was agreed to and mediation and arbitration, in the event mediation was unsuccessful in both impasses, was scheduled for December 18, 1986 in Elkhorn, Wisconsin.

On the 18th, the parties indicated they had unsuccessfully attempted to mediate the impasses in both disputes with another mediator/arbitrator earlier and now wished to proceed to arbitration instead of mediation. The parties also indicated they had failed to contact the Wisconsin Employment Relations Commission to notify them of mediator/arbitrator substitution in the Counseling Center matter but agreed they wished to continue with the hearing. At the hearing, which was transcribed, Walworth County, hereinafter referred to as the County or the Employer, and Walworth County Employees, Local 1925B, AFSCME, AFL-CIO and Walworth County Lakeland Counseling Center Employees, Local 1925A and 1925 B, AFSCME, AFL-CIO, hereinafter referred to as the Union, were given full opportunity to present relevant evidence and make oral argument.

Following the hearing, the undersigned notified the Commission of the parties intent to substitute mediator/arbitrators in the dispute involving the

Walworth County Lakeland Counseling Center Employees. On January 5, 1987, the Commission issued an Order Setting Aside the Previous Order Appointing Mediator-Arbitrator and Appointing New Mediator-Arbitrator.

On March 12, 1987, subsequent to receipt of the transcript, briefs were filed with the arbitrator. In addition, a reply brief was filed by the Union on March 23rd. On March 30, the undersigned received notice from the Employer indicating no intent to file a reply brief.

THE FINAL OFFERS:

The remaining issues at impasse between the parties in both disputes concern wages, bonus and employee retirement benefit adjustment. The final offers of the parties are attached as Appendix "A" and "B" and Appendix "C" and "D".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasses was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose all of one of the parties' final offer on the unresolved issues in each dispute after giving consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats..

POSITIONS OF THE PARTIES:

While both parties indicate they expect separate decisions in the two disputes identified herein, the evidence and arguments submitted by each party, with few exceptions, pertain to both disputes.

The Employer, relying upon a number of statutory criteria to support its position, argues against comparability as a controlling factor in determining the reasonableness of the final offers. In this regard, it maintains an in-depth analysis of data normally considered in establishing comparability for arbitrations would demonstrate that despite geographic proximity, the counties surrounding it are much less comparable than a superficial analysis would indicate. Further, the Employer rejects the comparables cited by the Union contending the majority of them are comparable only because they are geographically contiguous and that no justification is given for the inclusion of Dane and Washington Counties, non-contiguous counties.

It continues, however, that in the event comparability is deemed controlling in these matters, the comparables should consist of eight Southeastern Wisconsin counties which are similar in some aspects but dissimilar in others and that they should be divided into two tiers for comparison purposes. Noting that Walworth, Washington, Dodge, Ozaukee and Jefferson counties are comprised of more similar demographic data than are Walworth, Waukesha, Racine, Rock and Kenosha counties, the Employer urges a primary consideration be given to comparisons with the first four identified counties and that little or no weight be given to a comparison with the second set of counties.

The Union, relying upon two previous arbitration decisions involving the County, asserts the appropriate set of comparables should be those established in the previous arbitrations in order to maintain consistency in the bargaining relationships. Accordingly, it proposes the comparables consist of Washington, Waukesha, Racine, Rock, Jefferson, Milwaukee, Dane and Kenosha counties.

In regard to comparability, the Employer states it does not believe the arbitrator is free to ignore the statutory criteria relevant to an analysis of wage and benefit comparability in the same occupation in comparable governmental units, but continues that a careful economic analysis would make such comparisons less relevant. It maintains that among the comparables, it has the highest percentage of land devoted to rural utilization; it has the lowest amount of property devoted to manufacturing, both in dollars and percent; its population concentrations differ vastly from those in the other counties and it is even less similar to the other counties when per capita income; extent of property taxation and the equalized value of its property is considered. The County asserts that despite geographic proximity among those counties which might be considered comparable, its low per capita income; a high per capita property tax and high portion of personal income devoted to

property tax payment, together with a high rank in county government expenditures per capita makes it quite different from those counties which might be considered comparable.

As to their respective offers, the parties not only differ in regard to the percent increase in wages but in that the Employer offers an additional bonus payment in lieu of a higher percentage increase in the wage rate and a retirement benefit. The Union's offer is silent regarding the retirement benefit since the Union maintains it is already entitled to that benefit under language bargained in the 1985 agreement. A grievance arbitration is currently pending concerning this dispute.

With respect to the bonus payment, the County asserts there is no reason to reject this type of compensation since its bargaining units which have not gone to arbitration have voluntarily agreed to this form of compensation. The Union argues the bonus offered by the Employer is inappropriate and unreasonable since the employees can justify a real wage rate increase and there is no justification for stagnating wage rates. It also maintains there is no precedent for this type of pay package in the collective bargaining relationship between it and the Employer. The Union further argues there is also no arbitral precedent for this unique form of compensation in situations where the employer cannot show an inability to pay wage rate increases. Finally, the Union declares the Employer's lump-sum approach is also unfair and unreasonable since it will be denied to all employees who leave County employment prior to "bonus day", December 1, 1987.

Reflecting upon its offer as a whole, the Employer, relying upon the interest and welfare of the public criterion, together with the cost of living criterion, a comparison with internal settlements and finally, a comparison of rates paid other employees in similar positions in somewhat comparable counties, argues its offer is the more reasonable. The Union, on the other hand, maintains the wage rate and salary increases in the comparable counties and its increases over the years compared to the cost of living increases which have occurred prove its offer is more reasonable.

Again, referring to the factors which it contends make it dissimilar to the counties surrounding it, the Employer maintains these factors demonstrate the local economic conditions demand the selection of its offer as the one which best meets the interest and welfare of the already overtaxed, low per capita income citizens within the County. The Union maintains the County has a strong ability to pay but does not wish to pay for wage increases. In support of its position, it cites the County's almost no increase in the 1985-86 tax levy compared to the previous year; its increase compared to that in the surrounding counties; the fact that the County lowered its property tax levy for 1987; the County's high equalized values of taxable property, and the County's new source of income, a sales tax, as indications of the County's ability to support the increase of either wage proposal without imposing a substantial burden upon the taxpayer.

In regard to the cost of living criterion, the Employer posits its offer not only compares well to the cost of living as measured by the Consumer Price Index, but its settlements over the past five years compared to the increase in the CPI indicates increases received by its employees have not only kept pace with the cost of living increases but have exceeded them. In addition, the Employer states the highest single increase in the most recent CPI increases is caused by medical care costs, a cost which is already covered through insurance for its employees. The Union rejects this argument advanced by the Employer and specifically addresses the comparison of settlements in percentages to the percentage increases in the cost of living in each year. Based upon this comparison, it asserts that settlements in both 1984 and 1985 did not keep up with inflation.

Relying heavily upon what it identifies as internal comparisons, the County asserts it must be found that its offer is more reasonable since all of its employee groups which are settled have received annual wage increases identical to its proposal to both groups in this dispute and all of them, except the non-represented employees, have received a bonus payment similar to the one offered in these disputes. It continues that in addition to internal equity this year, it has maintained the same internal equity, with the exception of an arbitration decision involving the Sheriff's Department, for a number of years. Given this fact, it concludes it can see no compelling reason to change the pattern now.

The Union, however, rejects the County's argument regarding internal equity and argues the County cannot rely upon internal comparability to support its offer. In rejecting the County's argument concerning internal equity, the Union maintains internal equity does not exist this year nor has it existed in past years. Stating only three units' settlements may be considered since the parties agreed one internal settlement would not be considered as relevant and non-represented employees wages are established unilaterally, the Union posits that less than one-quarter of the employees have reached agreement and in each of those agreements, the settlement is different. It continues that among the five unsettled units within the County, the only uniformity which exists is in its wage offers, which are the same for each of the five units, since even the County's final offers to each of the unsettled units is different. The Union also posits there has been no uniformity in previous wage settlements within the County and specifically refers to the COLA clause which existed prior to an MIA award in the County's Sheriff's Deputies unit.

Turning to wage rate comparisons with employees performing similar tasks among the comparables, the Employer asserts a comparison with the counties in its first tier of comparables supports its offer. Although the Employer states it is difficult to make wage rate comparisons because job titles, descriptions, qualifications and actual duties may vary from county to county, it does compare the rates it offers the clerical positions in both units with rates paid clerical positions among its sets of comparables and concludes the rates are similar. It adds that among the first tier of comparables its offer will retain its relative position for 1986 and will improve its position in 1987 in the Clerk Typist II classification and will improve its position, achieving the first position among the comparables in both 1986 and 1987, in the Account Clerk I and II classifications. Referring specifically to its Courthouse offer, the Employer continues that its offer will also improve its position for the Deputy classification moving it into first place among the first tier of comparisons. It adds that it is imposible to make a similar analysis for the County's Correction Officer Aide classification since some of the personnel among the comparables are sworn deputies whose duties may include on the road responsibilities while it and three other counties use civilian personnel.

The County continues, that in addition to the reasonableness of its offer compared to the statutory criterion, another factor in its favor is that employees within the County receive the maximum within one year of employment. In comparison, it notes it takes much longer to reach the maximum in any of the other comparable counties.

The Union disputes the Employer's contention that wage rates for clerical employees are similar among the comparables and makes its own wage rate comparisons comparing the rates paid unit members with rates paid among a substantially larger number of comparables. Based upon this comparison and a consideration of the recent increases granted in these comparable counties, the Union contends its offer is more reasonable since it more nearly compares to what employees in comparable counties are paid and the increases they received. Noting that its comparison shows the clericl pay rate benchmark positions are far below the average established by the comparables, the Union continues that its offer doesn't even fundamentally change this fact. In addition to the clerical comparisons, the Union notes the County Correctional Aide Officers are, by far, paid the least among the comparables. It continues that in this area, it is obvious these employees have a lot of catching up to do.

DISCUSSION:

Since much of the evidence and arguments submitted is the same in both disputes, this discussion will be divided into three parts. The first section will pertain to both offers as they relate to the interest and welfare of the public argument advanced by the County; to the establishment of comparables and to the merits of the offers as they pertain to the cost of living criterion. The second section will address the merits of the final offers relative to the dispute involving the courthouse employees and the third section will address the merits of the final offers relative to the dispute involving the counseling center employees.

Section 1:

Much of the Employer's argument in support of its final offers in both instances is based upon its perception that it differs substantially from other

counties in regard to its economic conditions. It argues its economic status not only makes it different from other counties, should comparisons be made, but it affects the reasonableness of the final offers as they affect the interest and welfare of the public.

Relying upon evidence submitted regarding urbanization, population concentrations, employment opportunities, average per capita income, equalized values compared to per capita income, per capita property tax, percentage of per capita income paid in property tax, county government expenditures, an increase in tax delinquencies, and a number of other factors, the Employer urges it be considered different than the counties which surround it. While this data does indicate the County is somewhat different from the surrounding counties, nothing indicates the burden placed upon the taxpayers in this county is substantially different than the burden assumed by taxpayers in the surrounding counties. Further, there are some indications, such as the low percentage rate charged against delinquent taxes, the low levy rate compared to surrounding counties, the low increase in the per capita levy from 1984-85 to 1985-86 and the reduction in the tax levy for 1987 (acknowledging that some of the increase which might have occurred will be off-set by the newly adopted sales tax), that the County's financial condition does not place an unduly heavy tax burden upon its taxpayers. Thus, the interest and welfare of the public, expressed as the need to consider the tax burden placed upon the taxpayers of the County, is not a controlling factor in determining the reasonableness of the offers.

Further, for the purposes of drawing comparisons with other employees performing similar work in similar communities, nothing in the demographic data indicates the County is so dissimilar from those which surround it that comparisons cannot be made. Comparable, as defined in Dawson v. Myers, 622 F. 2d 1304 (1980), means the proposed comparables must share enough similar characteristics or qualities to make the comparison appropriate. In addition, it cannot be ignored that a set of comparables has been established for purposes of bargaining by previous arbitration decisions. As expressed by this arbitrator previously and by other arbitrators, including one in one of the recent decisions affecting this County, there is merit in maintaining a consistent set of comparables in order to assist the parties in engaging in meaningful collective bargaining. Accordingly, it is concluded the most appropriate set of comparables remains those selected in the first arbitration involving this County: Jefferson, Kenosha, Racine, Rock, Washington and Waukesha Counties.

Before addressing the reasonableness of the each specific offer, it should also be noted that the cost of living data provided for 1986 indicates neither offer is substantially different from the cost of living increase as reported in December, 1985, the time when the parties should have reached agreement. At a CPI rate of 3.8%, the Employer's total package offer for 1986, in both disputes, is slightly less than 3% while the Union's total package offer for 1986, assuming the 1% retirement benefit will be a cost to the County, is slightly over 4.5%. The reasonableness of the offers for 1987 compared to the CPI increase which should be considered for 1987, based upon the cost of living increase measured in July 1986, indicates the Employer's offer for 1987 is more reasonable.

Section 2: The Reasonableness of the Offers Relevant to the Courthouse Employees Dispute.

Since the interest and welfare of the public criterion and the cost of living criterion does not weigh heavily in determining the reasonableness of the offers, their reasonableness must be determined by their relationship to the internal settlements and to wages paid similar employees performing similar duties in this community and in similar communities. As stated earlier, the Employer places considerable emphasis on the weight which should be given the internal settlements. A review of this data, however, indicates less weight should also be given these settlements.

The internal settlements are not as similar as the Employer would suggest. While it is true that all the offers contain a 2% increase on the wage rate and a bonus, the bonus varies in amount and occurs at varying times during the life of the contracts. Further, one settlement is for one year, another is for two years and still the other is for three years. Thus, while they are similar in concept, they are not similar in their impact upon the employee's compensation. In addition, the evidence does not demonstrate that

each of the units which have settled have wage rates which place them in positions similar to those occupied by the courthouse workers when compared with employees performing similar work in similar communities. It should also be noted that since this hearing, two arbitration decisions affecting other units within the County have been issued. In one decision, the Employer's offer was implemented and in the other, the Union's offer was implemented. Thus, there is even less similarity in the internal settlements.

When the pattern of settlements and the relationship between the wage rate increase proposed by the final offers and the position and rates paid in comparable counties are compared, it is concluded the Union's offer is more reasonable. A comparison of the settlement patterns established by the comparables with the final offers indicates that Union's offer more nearly approximates the settlements reached in 1986 among the comparables. The wage rate percentage increases among the comparables during 1986 ranged from 2.8% to 4.4% with an average rate increase of 3.6%. This compared with the Employer's wage rate offer of a 2% increase and the Union's wage rate offer increase of 4.0% indicates the Union's offer is more reasonable.

No evidence was submitted regarding the wage rate increases for 1987. However, a review of the actual increases in rates for the various clerical classifications indicates that except in Jefferson County, the Employer's percentage increase in the wage rates is less than any other settled increase and that the Union's percentage increase, with the exception of Waukesha County is higher than any other settled increase. Overall, however, the Union's offer more closely approximates the percentage increases agreed upon in the comparable counties.

In regard to the wage rate comparisons, however, if, as the Employer suggested, the rates paid its clerical employees are at the top of the range paid employees among comparable counties and its offer would maintain or improve upon its relationship with these comparables a much stronger case for the reasonableness of the Employer's offer would be made. However, comparison with those counties established as the comparables, prior to the dispute before this arbitrator, indicates that a different rank and a different wage rate relationship exists. It also shows that although the rank will remain the same under either offer, the Employer's offer will cause a deterioration in this relationship in both 1986 and 1987 while the Union's offer will maintain the relationship in 1986 and cause improvement in this relationship in 1987.

COMPARISON OF WAGE RATES WITH THE AVERAGE ESTABLISHED BY THE COMPARABLES
AND
COMPARISON OF RANK ESTABLISHED BY THE FINAL OFFERS

		Clerk Typist II			Account Clerk I			Account Clerk II		
		1985	1986	1987	1985	1986	1987	1985	1986	1987
Employer's Offer		6.56	6.69	6.83	7.22	7.36	7.51	8.35	8.52	8.69
Union's Offer			6.82	7.10		7.51	7.81		8.68	9.03
Rank*	ER	3	3	3	4	4	4	3	3	3
	UN		2-3	3		4	4		3	3
Comparables Average		7.50	7.79	8.04	7.81	8.11	8.34	8.28	8.59	8.83
Percentage Difference	ER	-12.5	-12.8	-15.0	- 7.6	- 9.2	-10.0	+ .8	- .8	- 1.6
	UN		-12.5	-11.7		- 7.4	- 6.4		+ 1.0	+ 2.3

*Rank is based upon position among five counties in the Clerk Typist position and upon position among six counties in the Account Clerk positions.

A comparison of the wage rate paid the Correctional Aide Officer with the rates paid similar positions indicates this position is paid the least (by more than 25%) among the comparables and that the final offers will have the same impact upon this position as it does upon the clerical positions. Although the Employer argued that this position cannot be compared since some of the

employees who perform these duties are not civilians, the mere fact that the employees in this position within the County are paid at least 11% less than the next lowest civilian employee indicates further deterioration in wage rate should occur. No comparison was made of the rates paid the Deputy positions since the information submitted by the parties differed and there was no way to determine which of the exhibits was more accurate.

If all of the other factors, i.e., the interest and welfare of the public, the cost of living, the settlement pattern, and rank among the top of the comparables, supported the Employer's offer, the slight deterioration in position in the clerical positions would not be troubling, particularly since the Employer is willing to provide extra compensation to the employees through a bonus, a one time increase in compensation for the employees. The factors, however, do not strongly support the Employer's position. Further, the Employer has offered no evidence to show there is reason to modify the wage schedule by causing deterioration in the wage rate. Consequently, since the settlements in the comparable counties are increases in the wage rate structure and since the Employer has shown no need for compensating its employees in a manner which differs from the pattern established among the comparables, it is more appropriate that the increase in wages be accomplished through a wage rate structure increase.

In conclusion, based upon the above discussion, it is determined that the Employer's reliance upon the interest and welfare of the public criterion and the weight which should be assigned to the internal settlements is not persuasive. It is also determined that while the Employer's offer is more reasonable regarding the cost of living increases as reflected by the Consumer Price Index, the Union's offer is more reasonable when compared with the settlement pattern established among the comparables and with the wage rate pattern established among the comparables, the determining factors in this matter. Accordingly, the following award is issued.

AWARD

The final offer of the Association, attached as Appendix "B", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-88 collective bargaining agreement as required by statute.

Dated this 21st day of May, 1987 at La Crosse, Wisconsin.

Sharon K. Imes
Mediator/Arbitrator

Section 3: The Reasonableness of the Offers Relevant to the Lakeland Counseling Center Employees Dispute.

The same analysis and discussion set forth regarding the clerical employees in the decision above applies to the parties' offers in the dispute between the County and its Counseling Center clerical employees. Further, it is determined that since the Union's offer regarding this dispute is not only more reasonable when compared with the external comparables and its pattern of settlements but since the exact same offer is being implemented in the Courthouse employees dispute, it is more reasonable to award the final offer of the Union in this matter also. Accordingly, the following award is issued.

AWARD

The final offer of the Association, attached as Appendix "D", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-88 collective bargaining agreement as required by statute.

Dated this 21st day of May, 1987 at La Crosse, Wisconsin.

Sharon K. Imes
Mediator/Arbitrator

APPENDIX "A"

Name of Case: Walworth County (Courthouse) - Med-ARB 3772

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

4-30-86 (Date)

Michael Cimpero (Representative)

On Behalf of: Walworth County

PERSONNEL
DIRECTOR

Thomas W Kenney

Room 111
County Courthouse

Walworth County

Phone 723 4900
Extens on 240

Elkhorn, Wisconsin 53121-9089

April 30, 1986

COUNTY FINAL OFFER

Courthouse

Case 81 No. 36310 MED/ARB 3772

1. Duration: Two year agreement, commencing January 1, 1986.

2. The employer shall pay the retirement benefit adjustment contribution of 1% of earnings, as specified under Wisconsin Act 141, Laws of 1983, beginning with all wages paid on and after January 1, 1986.

3. Effective 1-1-86 all wage rates shall be increased by two percent (2%). Effective 1-1-87 all wage rates shall be increased by two percent (2%).

4. A lump sum payment of $100.00 shall be paid to employees on 12-1-87. The bonus shall be paid to all employees actively employed on such date and shall be pro-rated for part-time employees and for new hires during the calendar year.

APPENDIX "B"

Name of Case: Walworth County (Courthouse) - Med-Arb 3092

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

30 April 1986 (Date)

(Representative)

On Behalf of: Local 1935 B, AFSCME, AFL-CIO

RECEIVED

APR 25 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

UNION FINAL OFFER

COURTHOUSE, MED/ARB-3772

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1. Duration: Amend the Agreement throughout to provide for two years Duration, commencing 1 January 1986.

2. Wages: Effective 1 January 1986 increase all wage rates for all employees by 4%; effective 1 January 1987 increase all wage rates another 4%.

30 April 1986

APPENDIX "C"

Name of Case: Walworth County (Lakeland Community Center)
Med-Arb 3769

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

4-30-86
(Date)

J Michael Lange
(Representative)

On Behalf of: Walworth County

Walworth County

PERSONNEL
DIRECTOR

Thomas W Kenney

Room 111
County Courthouse

Phone 723-4900
Extens on 290

Elkhorn, Wisconsin 53121-9989

JMC
4-30-86

April 30, 1986

COUNTY FINAL OFFER

Lakeland Counseling Center

Case 78 No. 36307 MED/ARB 3769

1. Duration: Two year agreement, commencing January 1, 1986.

2. The employer shall pay the retirement benefit adjustment contribution of 1% of earnings, as specified under Wisconsin Act 141, Laws of 1983, beginning with all wages paid on and after January 1, 1986.

3. Effective 1-1-86 all wage rates shall be increased by two percent (2%). Effective 1-1-87 all wage rates shall be increased by two percent (2%).

4. A lump sum payment of $100.00 shall be paid to employees on 12-1-87. The bonus shall be paid to all employees actively employed on such date and shall be pro-rated for part-time employees and for new hires during the calendar year.

APPENDIX "D"

Name of Case: Walworth County (Lakeland Counseling Center)
Med-Arb 3719

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

30 August 86
(Date)

(Representative)

On Behalf of: Locals 1035A & 1035B, AFSCME, AFL-CIO

RECEIVED

APR 25 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

UNION FINAL OFFER

COUNSELING CENTER MED/ARB-3769

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1. Duration: Amend the Agreement throughout to provide for two years Duration, commencing 1 January 1986.

2. Wages: Effective 1 January 1986 increase all wage rates for all employees by 4%; effective 1 January 1987 increase all wage rates another 4%.

30 April 1986