

MAY 13 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter Of The Petition Of:

IOWA COUNTY SOCIAL SERVICES DEPARTMENT  
EMPLOYEES LOCAL 413, AFSCME, AFL-CIO

To Initiate Mediation/Arbitration  
Between Said Petitioner

Decision No. 23941-A

-and-

IOWA COUNTY DEPARTMENT OF SOCIAL SERVICES

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Appearances: Laurence S. Rodenstein, Staff Representative, for the Union  
Kirk D. Strang, Attorney at Law, for the Employer

Iowa County Social Services Department Employees Local 413, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and Iowa County, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

The Union is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and part-time professional employees of the Social Services Department excluding all supervisory, managerial and confidential employees. A collective bargaining agreement covering the wages, hours and working conditions of the employees in that bargaining unit expired on December 31, 1985. That agreement was negotiated between the Employer and another labor organization. The members of the bargaining unit subsequently selected the Union to represent them and this is the first collective bargaining agreement negotiated by it in their behalf.

On December 12, 1985 the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. Thereafter the parties met on two occasions in efforts to reach an accord. On June 3 and August 20 of 1986 a Commission staff member conducted an investigation that reflected that the parties were deadlocked in their negotiations. By September 3, 1986 the parties had submitted their final offers to the investigator and he advised the Commission that the parties remained at impasse. The Commission concluded that the parties had substantially complied with the procedures set forth in the Municipal Employment Relations Act and that an impasse existed between the parties with respect to negotiations leading toward a new collective bargaining agreement covering wages, hours and conditions of employment affecting employees in the bargaining unit. It ordered that mediation/arbitration be initiated to resolve the impasse and directed the parties to select a mediator/arbitrator. The parties advised the Commission on

September 22, 1986 that they had selected Zel S. Rice II as the mediator/arbitrator. On September 25, 1986 the Commission issued an order appointing Zel S. Rice II as the mediator/arbitrator to endeavor to mediate the issues in dispute pursuant to Section 111.70(4)(cm)6 b of the Municipal Employment Relations Act. Should such endeavor not result in a resolution of the impasse he was directed to issue a final and binding award to resolve the impasse by selecting the total final offer of the Employer or the total final offer of the Union.

A mediation session was conducted at Dodgeville, Wisconsin on November 11, 1986. After a lengthy period of mediation, it became obvious to the mediator that neither party was willing to make the moves that were necessary to resolve the issues between the parties and reach agreement. Accordingly he declared the mediation phase of the proceedings at an end. The arbitration phase of the hearing was scheduled for January 12, 1987 and it was conducted at Dodgeville, Wisconsin. Each of the parties was given an opportunity to present evidence in support of their final offers.

The Union's final offer, attached hereto and marked Exhibit A, provided that an employee classified as a Social Worker I would be reclassified to a Social Worker II on completion of state requirements and at least one year of service as a Social Worker I with the Employer. Those employees who would be reclassified or promoted to a higher classification would be placed at the step in the wage schedule that results in a pay increase. The Union proposed that a Social Worker I would start at \$7.00 per hour effective January 1, 1986 and be increased to \$7.15 per hour after six months. The Social Worker II would start at \$7.50 an hour effective January 1, 1986 and would receive \$7.66 per hour after six months. A Social Worker III would start at \$8.02 an hour and would receive \$8.17 an hour after six months. Employees whose contract wage rate on January 1, 1986 would be equal to or greater than the after six months wage rate in the Union's proposal would receive a 2.8% increase effective January 1, 1986 and either an additional 4% increase effective January 1, 1987 or be placed on the schedule consistent with the terms of the agreement, whichever was greater. The Union proposed that effective July 1, 1986 a Social Worker I would start at \$7.20 an hour and receive \$7.35 after six months and \$7.40 after 18 months. A Social Worker II would start at \$7.70 an hour and receive \$7.86 an hour after six months and \$8.06 per hour after 18 months. A Social Worker III would start at \$8.22 an hour and receive \$8.37 an hour after six months and \$8.67 an hour after 18 months. Effective January 1, 1987 a Social Worker I would start at \$7.49 per hour and receive \$7.64 per hour after six months and \$7.70 after 18 months. A Social Worker II would start at \$8.02 per hour and would receive \$8.18 an hour after six months and \$8.38 per hour after 18 months. A Social Worker III would start at \$8.54 an hour and would receive \$8.69 per hour after six months and \$8.99 per hour after 18 months. Effective July 1, 1987 a Social Worker I would start at \$7.49 and would receive \$7.64 per hour after six months and \$7.70 per hour after 18 months. A Social Worker II would start at \$8.02 per hour and would receive \$8.18 per hour after six months, \$8.38 per hour after 18 months and \$8.58 per hour after 30 months. A Social Worker III would start at \$8.54 per hour and would receive \$8.69 per hour after six months, \$8.99 per hour after 18 months and \$9.29 per hour after 30 months. The proposal provided that

all paid time would be considered as time worked in computing normal hours and effective upon the date of the arbitrator's award employees would be paid \$60.00 per week in addition to their regular salaries for every week they serve on call. It proposed that the Employer would pay the employees contribution to the Wisconsin Retirement Fund up to 6% of the employees gross wage.

The Employer's final offer, attached hereto and marked Exhibit B, proposed that employees shall be paid mileage at whatever rate the Internal Revenue Service would allow and it provided that the Employer could change insurance carriers as long as it provided coverage equivalent to that which presently exists. The Employer proposed a two year agreement and it provided that effective January 1, 1986 a Social Worker I hired after August 20, 1986 would start at \$7.00 per hour and receive \$7.15 per hour after six months and a maximum of \$9.30 per hour. A Social Worker II hired after August 20, 1986 would start at \$7.50 an hour and would receive \$7.65 per hour after six months and the maximum would be \$9.80. A Social Worker III hired after August 20, 1986 would start at \$8.00 an hour and would receive \$8.15 per hour after six months and \$10.40 maximum. On January 1, 1987 a Social Worker I hired after August 20, 1986 would start at \$7.20 an hour and would receive \$7.35 per hour after six months and the maximum would be \$9.50 per hour. A Social Worker II would start at \$7.70 per hour and would receive \$7.85 per hour after six months and the maximum would be \$10.00 per hour. A Social Worker III hired after August 20, 1986 would start at \$8.20 per hour and would receive \$8.35 per hour after six months. The maximum would be \$10.60. Its final offer provided that all employees who were employed as of August 20, 1986 would have their pay rates then in effect increased by 30¢ per hour effective January 1, 1986. All employees employed by the county as of August 20, 1986 would have their 1986 pay rates increased by 30¢ an hour effective January 1, 1987. The Employer proposed that the weekly on call rate of \$50.00 would be increased to \$60.00 effective the date of ratification of the collective bargaining agreement by the county board. The Employer proposed that all other aspects of the old collective bargaining agreement would remain the same and would be incorporated in the 1986-87 agreement.

There were substantial differences between the proposals particularly with respect to the reclassification language and the wage proposal and considering all paid time as time worked in computing normal hours. There were less significant differences involving the mileage rate and the selection of the insurance carrier. Both proposals were for two years and would increase the on call payments to \$60.00 per week and required the Employer to contribute 6% of the gross wages on behalf of the employees to the Wisconsin Retirement Fund so those were not true issues.

The Employer enacted a .5% sales tax in 1986 that became effective on April 1, 1987. Its property tax levy for 1987 increased by 6.4% over 1986. The Employer's tax rate of \$4.20 per thousand would result in a \$294.00 tax on a \$70,000.00 home. That would rank 49th among the 72 counties in Wisconsin. The Union relies on a comparable group consisting of the Employer and the five contiguous counties of Grant, Green, Richland, Lafayette and Sauk, hereinafter referred to as Comparable Group A. Their full value per capita ranges from a low of \$24,365.00 in Grant County to a high of \$40,518.00 in Lafayette County.

The Employer has a full value per capita of \$33,967.00. The population in Comparable Group A ranges from a low of 17,370 in Richland County to a high of 52,298 in Grant County. The Employer has a population of 20,192. Under the Union's final offer three employees in the classification of Social Worker II would receive \$7.66 per hour on January 1, 1986 and one would receive \$8.11 per hour. The Social Worker III would receive \$8.17 per hour and the average wage of the social workers would be \$7.85 per hour. Under the Employer's final offer three employees in the classification of Social Worker II would receive \$7.75 an hour on January 1, 1986 and one would receive \$8.19 an hour. A Social Worker III would receive \$8.25 an hour and the average would be \$7.94 per hour on January 1, 1986. On July 1, 1986 two employees in the classification of Social Worker II would receive \$8.06 an hour, one would receive \$7.86 per hour and one would receive \$8.11 per hour. The employee in the classification of Social Worker III would receive \$8.67 an hour. The average salary for social workers would be \$8.15 per hour. The Employer's proposal would provide no increase on July 1, 1986 and the average salary would remain at \$7.94 per hour. On January 1, 1987 the Union's proposal would pay five employees in the classification of Social Worker II salaries ranging from \$8.02 an hour to \$8.38 per hour and a Social Worker III would receive \$8.99 an hour. The average would be \$8.40 per hour. On January 1, 1987 the Employer's final offer would provide salaries to employees in the classification of Social Worker II ranging from \$7.70 an hour to \$8.49 per hour and a Social Worker III would receive \$8.55 per hour. The average would be \$8.15 per hour. On July 1, 1987 the Union's proposal would pay the five social workers in the classification of Social Worker II salaries ranging from \$8.18 an hour up to \$8.58 per hour and the Social Worker III would receive \$8.99 per hour. The average would be \$8.52 per hour. On July 1, 1987 the Employer's final offer would pay the five social workers in the classification of Social Worker II salaries ranging from \$7.85 an hour to \$8.49 per hour and a Social Worker III would receive \$8.55 per hour. The average wage for social workers would be \$8.17 per hour.

On January 1, 1986 Sauk County paid a Social Worker II a salary ranging from a minimum of \$8.93 up to \$9.98. Green County paid a Social Worker II in a range from \$7.79 an hour up to \$9.02 per hour. Lafayette County paid a Social Worker II in a range from \$8.43 an hour up to \$8.58 per hour. Grant County paid a Social Worker II in a range from \$7.59 per hour to \$8.43 per hour. Richland County paid a Social Worker II in a range from \$8.71 an hour up to \$9.36 per hour in January of 1986. The actual average wage of the Employer's Social Worker II employees on January 1, 1986 was \$7.58 and they averaged 28 months of seniority. If the social workers in Sauk, Richland, Green, Grant and Lafayette Counties each receive a 3% increase on January 1, 1987 the minimum for a Social Worker II would range from a low of \$8.02 per hour at Green County to a high of \$9.20 per hour in Sauk County. The maximum salary for a Social Worker II would range from \$8.84 per hour in Lafayette County to a high of \$10.28 per hour in Sauk County. In the Union's proposal the minimum salary for a Social Worker II in July of 1986 would be \$8.02 per hour and the maximum would be \$8.58 per hour.

The Employer's health insurance carrier in 1985 was Blue Cross Blue Shield. The premium for family coverage was \$240.80 per month and it was \$115.04 for

single coverage. The Employer wanted Wisconsin Physicians Service to be the carrier and they offered to pay \$92.71 for the single coverage and \$192.99 for the family coverage. The total premium for the family coverage was \$222.96 and the employee paid \$29.97. The Employer switched carriers on October 1, 1985 and coverage was provided by Wisconsin Physicians Service. On February 1, 1987 Blue Cross and Blue Shield again became the carrier because the Wisconsin Physicians Service required 70% enrollment. The Blue Cross and Blue Shield single premium will be \$108.40 and it will be \$278.08 for the family coverage.

The Employer's proposed salary schedule provides a salary schedule that includes the classification of Social Worker II. There are no specific steps in the agreement that can be followed to achieve the maximum rate of Social Worker II. In the last seven and one-half years only one employee was paid the maximum rate. Since 1983 no employee has been paid the maximum rate for a classification provided by the collective bargaining agreement because there has been no contractual procedure to follow to reach the maximum rate.

The total salaries for the five employees in the classification of Social Worker II and the one employee in the classification of Social Worker III for 1985 was \$94,307.00. The Employer's proposal would increase the annual cost to \$97,843.00 on January 1, 1986. That is an increase in the cost of wages for the five employees of \$3,536.00 or 3.7%. The average increase per social worker would be \$707.00. The Employer's proposal would result in an annual cost of \$101,691.00 effective January 1, 1987. That is an increase of \$3,848.00 or 3.9%. The average increase per social worker in 1987 would be \$769.00. The Union's final offer would have a cost of \$48,463.00 during the first six months of 1986 and \$50,023.00 during the second six months for a total cost of \$98,486.00. The increase in salary cost would be \$4,179.00 which would be a 4.4% increase. The average increase for a social worker in 1986 under the Union's proposal would be \$835.00. The Union's final offer would have a cost of \$52,218.00 during the first six months of 1987 and \$53,237.00 for the second six months for a total of \$105,455.00. The total increase over the preceding year would be \$6,969.00 or 7%. The average increase per social worker would be \$1,393.00. The Employer's 1985 health and dental insurance costs totaled \$11,911.44. Its 1986 cost for health insurance and dental insurance decreased to \$9,696.72 for a decrease in costs that year of \$2,214.72.

In 1985 the Employer had a wage cost of \$94,307.00 and its on call payments totaled \$2,600.00 making the total wage cost \$96,907.00. Its health insurance premiums totaled \$11,301.00 and its dental insurance premiums totaled \$610.00. The Employer's FICA cost totaled \$6,832.00 and its contribution toward the Wisconsin Retirement System totaled \$11,241.00. The total wage and fringe benefit cost for the bargaining unit was \$126,891.00. In 1986 the Employer's proposal would provide wages of \$97,843.00 and on call pay of \$2,600.00 for a total wage cost of \$100,443.00. Its health insurance premiums would be \$9,082.00 and its dental insurance premiums would cost \$615.00. The Employer's FICA cost for 1986 would be \$7,182.00 and its Wisconsin Retirement System contribution would be \$12,656.00. The total actual cost of wages and fringe benefits in 1986 that would result from the Employer's offer would be \$129,978.00. This would be an increase of \$3,087.00 or 2.43% over the preceding year. The Employer's proposal

would result in a 1987 wage cost of \$101,691.00 and the on call pay would cost \$3,120.00 for a total of \$104,811.00. Its health insurance premiums would total \$10,234.00 and its dental insurance premiums would total \$599.00. The Employer's 1987 FICA cost would be \$7,494.00 and its Wisconsin Retirement System contribution would total \$12,787.00. The total actual cost of the Employer's proposal for the year 1987 would be \$135,925.00. This would be \$5,947.00 greater than its actual cost would be for 1986 and that would be a 4.58% increase. The actual wage cost that would result from the Union's 1986 proposal would be \$98,486.00 and its on call pay would be \$2,600.00 for a total wage cost of \$101,086.00. The health insurance premiums would total \$9,082.00 and the dental insurance premiums would total \$615.00. The Employer's 1986 FICA cost would be \$7,228.00 and its Wisconsin Retirement System contribution would total \$12,737.00. The total 1986 cost of wages and fringe benefits resulting from the Union's proposal would be \$130,748.00 or \$3,857.00 more than the preceding year. The actual increase in cost would be 3.04%. The Union's proposal would result in actual wage costs in 1987 of \$105,455.00 and its on call pay would cost \$3,120.00 making the total wage cost of the Union's proposal for 1987 \$108,575.00. Health insurance premiums would total \$10,234.00 and dental insurance premiums would total \$599.00. The Employer's FICA costs would be \$7,763.00 and its contribution toward the Wisconsin Retirement System would total \$13,246.00. The total actual cost of the wages and fringe benefits for 1987 that would result from the Union's proposal would be \$140,417.00 and that would be an increase of \$9,669.00 over the preceding year. That would result in an increase in actual cost of 7.4%.

During the period from January 1985 to November 1986 the Consumer Price Index U.S. City Average for All Urban Consumers increased from 316.1 to 330.8. That was an increase of 14.7 points or 4.65% in just under two years. In November of 1986 the index was increasing at an annual rate of 1.3% which was the lowest that it had been for several years. The Consumer Price Index U.S. City Average for Urban Wage Earners and Clerical Workers increased from 312.6 in January of 1985 to 325.4 in November of 1986. That was an increase of 12.8 points or just under 4.1% in a period of slightly under two years. By November of 1986 the index indicated an annual increase of .9%.

The Employer relies on a comparable group, hereinafter referred to as Comparable Group B, consisting of Columbia County, Crawford County, Grant County, Green County, Lafayette County, Richland County and Sauk County. In 1985 the populations in Comparable Group B ranged from a low of 17,370 in Richland County to a high of 52,298 in Grant County. The Employer's population of 20,192 ranked fifth in that comparable group. The annual average rate of unemployment in Comparable Group B in 1986 ranged from a low of 6.4% in Green County to a high of 9.9% in Columbia County. The Employer's unemployment rate of 9% ranked fourth in Comparable Group B. The State of Wisconsin had an annual average rate of unemployment of 7.1% in 1986. The rural population in the Comparable Group B counties in 1980 ranged from a low of 56.1% in Green County to a high of 100% in Lafayette County. 82.5% of the Employer's population was rural and that was the second highest in Comparable Group B. The tax levy rates in Comparable Group B levied in 1985 and collected in 1986 ranged from a low of \$2.04 per thousand in Columbia County to a high of \$2.54 in Richland County.

The Employer's tax levy rate of \$2.29 was the third lowest in Comparable Group B. The median family income in Comparable Group B during 1980 ranged from a low of \$15,159.00 in Crawford County to a high of \$19,990.00 in Green County. The Employer's median income in 1980 was \$17,013.00 and that was the sixth highest in Comparable Group B and ranked 39th among the 72 counties in the state. The adjusted gross per capita personal income in 1984 in Comparable Group B ranged from the low of \$4,945.00 in Crawford County to a high of \$7,316.00 in Green County. The Employer had the fourth highest adjusted gross per capita personal income in 1984 of \$5,544.00.

In January of 1984 the price of milk in Wisconsin was \$13.08 per CWT and by June it had declined to \$12.64 per CWT. By December of 1984 the price had increased to \$13.65 and the average for that year was \$13.15 per CWT. By July of 1985 the price of milk in Wisconsin had declined to \$11.52 per CWT and by December it had increased to \$12.23. The average for the year was \$12.30 per CWT. By June of 1986 the price of milk in Wisconsin had declined to \$11.58 per CWT and by November of 1986 it had increased to \$13.10 per CWT. In January of 1984 corn was selling at \$3.03 per bushel and by July it had increased to \$3.30 but it decreased to \$2.43 per bushel by December. By October of 1985 the price had decreased to \$2.22 per bushel and by December it was back up to \$2.46 per bushel. In April of 1986 the price of corn had declined to \$2.21 per bushel and by November of 1986 it had declined even further to \$1.43 per bushel. In January of 1984 the average price of a milk cow was \$800.00 and by July it had increased to \$930.00. By January of 1985 a milk cow had an average price of \$850.00 and by July of 1985 it had declined to \$830.00 and by October the average price was \$770.00. In January of 1986 the average price of a milk cow in Wisconsin was \$730.00 and by October of 1986 the price had increased to \$810.00. Steers and heifers sold for \$57.20 per CWT in January of 1984 and by March the price had increased to \$60.50. In November of 1984 the price had declined to \$54.10 per CWT but in January of 1985 it was back up to \$57.50 per CWT. In July of 1985 the price of steers and heifers had declined to \$43.30 per CWT but by November of 1985 it was \$54.00 per CWT. In June of 1986 the price of steers and heifers had declined to \$46.20 but by November of that year the price was \$52.30 per CWT. Slaughter cows sold in Wisconsin for \$35.30 per CWT in January of 1984 and by March the price was \$42.90. By December of 1984 the price of slaughter cows had declined to \$34.60 per CWT. In February the price for slaughter cows in Wisconsin increased to \$41.30 but by December of 1985 slaughter cows were selling at \$32.20 per CWT. In June of 1986 the price of slaughter cows had increased to \$37.20 per CWT but by November it had declined to \$33.70 per CWT. Calves were selling at \$91.50 per hundred weight in January of 1984 and the price had risen to \$102.00 by June of that year. In December the price had declined to \$66.70 per CWT but by February it was back up to \$90.90 per CWT. In November of 1985 the price of calves had declined to \$79.50 per CWT but by February of 1986 the price was back up to \$89.00 per CWT. By June the price had increased to \$91.20 per CWT but by November of 1986 it had declined to \$79.40 per CWT. The value of farm land has declined by more than 3% in Wisconsin. Private sector wage and salary rates rose 3.1% in the period ending in September of 1986.

In 1986 the Employer gave its courthouse, non-professional and social ser-

vices employees increases of 18¢ an hour and those increases averaged between 2% and 3%. In 1987 they received another 18¢ an hour increase which again averaged 2% to 3%. The Employer gave its highway employees increases of 20¢ per hour in 1986 that averaged between 2.5% and 3% and in 1987 it gave them a 22¢ per hour increase that averaged between 2.5% and 3.36%. The Employer gave its law enforcement employees 20¢ per hour increases in 1986 which was a 2.4% increase and 20¢ per hour in 1987 which was a 2.3% increase. The Employer is offering its professional social services employees a 30¢ per hour increase in 1986 and a 30¢ per hour increase in 1987. The Union proposes that its social service professionals receive a lift in 1986 of 46¢ per hour. The actual cost to the Employer would be 33¢ per hour and that would be a 4.4% increase. In 1987 the Union proposes a 51¢ actual lift and the actual cost to the Employer would be 56¢ per hour. That would be a 7.08% increase in the Employer's wage cost for the professional social services employees. The maximum rates for a Social Worker I in Comparable Group B in 1985 ranged from a low of \$7.45 in Grant County to a high of \$8.98 in Sauk County. The Employer's maximum rate was \$9.10 in 1985 but no employee ever received the maximum rate. In 1986 the maximum rate in Comparable Group B ranged from a low of \$8.64 in Richland County to a high of \$9.24 in Sauk County. The Employer proposes a maximum rate of \$9.30 and the Union proposes that the maximum rate would be \$7.15 on January 1, 1986 and \$7.40 on July 1, 1986. None of the counties in the comparable group have reached agreement for 1987. The Employer proposes a maximum rate for a Social Worker I of \$9.50 in 1987 and the Union proposes the maximum be \$7.70. The Social Worker II maximum wage rates in Comparable Group B during 1985 ranged from a low of \$8.27 in Grant County to a high of \$10.62 in Green County. The Employer's maximum rate for a Social Worker II was \$9.60 but no employee ever received that. In 1986 the maximum wage rate for a Social Worker II in Comparable Group B ranged from a low of \$8.58 in Lafayette County to a high of \$10.84. The Employer proposed a maximum rate of \$9.80. The Union proposes a maximum wage for a Social Worker II on January 1, 1986 of \$7.66 and it would be increased to \$8.06 on July 1, 1986. In 1987 the Employer proposes a \$10.00 maximum rate for Social Worker II. The Union proposes the maximum be \$8.38 on January 1 and \$8.58 on July 1, 1987. In 1985 the Employer's actual maximum wage rate for a Social Worker II was \$7.89. Under its proposal the actual maximum rate for 1986 for a Social Worker II would be \$8.19 and under the Union's proposal it would be \$8.11. The Employer's proposal would provide a maximum increase of 30¢ per hour or 3.8% and the Union's proposal would provide a maximum increase of 22¢ per hour or 2.8%. In 1987 the actual maximum rate proposed by the Employer would be \$8.49 and the Union would propose a maximum on January 1 of \$8.43 and by July 1 it would be \$8.58. The Employer's proposal would provide an increase in the maximum rate of 30¢ per hour or 3.7% and the Union's proposal would provide an increase of 47¢ per hour or 5.8%. In 1985 only two counties in Comparable Group B had Social Worker III positions. Grant County paid its Social Worker III a maximum rate of \$10.43 and Sauk County paid a maximum of \$10.58. The Employer's schedule showed a maximum of \$10.20 but no one ever received that rate. Sauk County paid a Social Worker III a maximum rate of \$10.84 in 1986. The Employer's maximum rate would be \$10.40. Under the Union's proposal the maximum rate for a Social Worker III would be \$8.17 on January 1 and \$8.67 on July 1. The Employer proposes a \$10.60 maximum wage rate for a Social Worker III in 1987 and the Union proposes a maximum rate of \$8.99 on



January 1 and \$9.29 on July 1. The Employer's actual maximum wage for a Social Worker III in 1985 was \$7.95. Under its proposal the actual maximum wage in 1986 would be \$8.25 which would be an increase of 30¢ an hour or 3.8%. The Union's proposal would provide a maximum rate for a Social Worker III in 1986 of \$8.67 on July 1. That would be an increase of 72¢ or 9.1% over the preceding year. In 1987 the Employer's actual maximum for a Social Worker III would be \$8.55 and that would be a 30¢ per hour increase or 3.6%. The Union's proposal would provide an actual maximum rate for a Social Worker III of \$9.29 on July 1 of that year and that would be a 62¢ per hour increase or 7.2%.

In 1985 the mileage reimbursement per mile in Comparable Group B ranged from a low of 20¢ an hour to a high of 22¢ an hour. The Employer paid 22¢ an hour. In 1986 the mileage reimbursement per mile in Comparable Group B ranged from a low of 20¢ to a high of 22¢. The Employer proposes whatever the Internal Revenue Service will allow which is currently 21¢ per hour for both 1986 and 1987 and the Union proposes continuation of the 22¢ per mile rate of reimbursement.

#### UNION'S POSITION

The Union argues that there is a compelling basis for catch-up adjustments to its wage rates. It points out the average of the actual maximums for the Social Worker II classification in Comparable Group A is \$1.30 per hour above the Employer or 16.5% above the actual hourly rate. The Union asserts that by the end of the contract term the actual hourly maximum for the Social Worker II classification under its offer would be \$8.58 and it would be \$8.49 under the Employer's offer. It points out that its proposal would make it possible for all employees in the classification of Social Worker II to eventually qualify for the maximum rate while there is no provision to do that in the Employer's proposal. The Union takes the position that the actual hourly maximum of \$8.58 proposed by it is below the actual hourly maximum for all of the contiguous counties. The Union argues that the Employer's proposal provides for a starting rate, a six month rate and a maximum rate but the maximum rate is not achievable. It takes the position that all of the contiguous counties in Comparable Group A have clearly defined seniority based schedules that permit employees to obtain a maximum rate. It argues that the predominant pattern in Comparable Group A has been to provide professional social workers with a four to six step seniority based wage schedule. The Union contends that the Employer provides the same kind of salary schedule that it seeks to its county courthouse employees and the non-professional employees in the Social Services Department. It asserts that its proposal provides catch-up for the employees and has a schedule progression from Social Worker I to Social Worker II that is consistent with the other counties in Comparable Group A. The Union argues that a wage catch-up can be justified because of the relatively low pay received by the Employer's social service workers. It points out that its minimum and maximum wage levels lag behind those of other counties in Comparable Group A by as much as \$1.30 an hour or 16.5%. The Union asserts that even with its catch-up proposal the wages of the Employer's social workers will be the lowest in Comparable Group A despite the fact that its economic climate is about average for the group. It takes the position that the Employer makes no justification for

decreasing the mileage compensation rate for its social workers and points out that the Employer's non-professional courthouse and social service employees continue to receive 22¢ per mile. The Union argues that the insurance language in its agreement parallels that of the Courthouse/Social Services and Highway Unit language and the Employer's proposal would give it the unilateral right to change some health insurance benefits. It contends that its proposal to compute hours of work for the purpose of overtime by including sick days and vacation days is consistent with the language in the Courthouse/Social Services Unit and the Highway Unit and with that of at least two other social worker bargaining units in Comparable Group A. The Union argues that the central issue in this dispute is the issue of wage levels and the structure of a wage plan. It points out that under its offer and that of the Employer the social workers it represents will remain in last place when compared to the wages of social workers in Comparable Group A. Its proposal will provide a real salary schedule that will permit an employee to progress from Social Worker I to Social Worker II. It asserts that its mileage and insurance proposals ask for nothing more than the Employer has already given to its other bargaining units.

#### EMPLOYER'S POSITION

The Employer argues that its proposal follows the settlement pattern that has been established by it through bargaining with its other bargaining units. It contends that its proposal preserves its position when compared to the other social workers in Comparable Group B. The Employer asserts that its social workers are in an advantageous position when compared to social workers in other counties because they receive a 100% paid single health insurance while two of the counties in Comparable Group B provide their social workers with less of a dollar contribution toward insurance. It contends an analysis of the total compensation benefits received indicate the Employer's social workers fare favorably in comparison with social workers in Comparable Group B. The Employer argues that the Union proposes to restructure the salary schedule and that is an issue that must be bargained rather than arbitrated. It asserts that the Union's proposal encompasses a language change relative to the reclassification of an employee from Social Worker I to Social Worker II and only two counties in Comparable Group B have a similar position in their collective bargaining agreements with their social workers. The Employer asserts that there is no compelling reason for the addition of the language providing for automatic progression from Social Worker I to Social Worker II.

The Employer points out that its proposal provides increases far in excess of the increase in the cost of living while the Union's proposal grossly exceeds the increases in the CPI indices. The Employer argues that the Employer is not a well to do county and is not prepared to pay its social workers the increases proposed by the Union. It points out the decline in the economic conditions of farmers and the difficulties they are having in paying property tax increases. The Employer takes the position that its proposal provides its social workers with competitive wage and benefit levels that recognize the economic hardship faced by the taxpayers in the Employer's rural areas. It contends the Union's proposal makes for an unprecedented wage increase in 1987 when the Employer loses a substantial amount in shared revenues. The Employer points out that its

position on the Union's proposal that all paid time shall be considered as time worked in computing normal hours is consistent with the Fair Labor Standards Act and with the language of prior agreements with the Union. It argues that its position on the mileage reimbursement is the same as the average reimbursement in Comparable Group B. The Employer argues that it needs to have the latitude to establish cost effective but equivalent levels of health benefits in order to have some control of health insurance costs. It points out that the recently negotiated contract with its sheriff's department employees is consistent with its proposal to this bargaining unit.

#### DISCUSSION

The Employer takes the position that the threshold issue of the appropriate pool of comparable employers must be resolved before considering the merits of the parties offers. The Union proposes Comparable Group A consisting of the counties of Grant, Green, Lafayette, Richland and Sauk, all of which are contiguous to the Employer. The Employer contends that Comparable Group B consisting of those same five counties plus the additional counties of Columbia and Crawford is more appropriate. It bases its determination on a prior arbitration involving it and another bargaining unit wherein the arbitrator utilized the comparable group consisting of adjacent counties and counties contiguous to the adjacent counties. An appropriate comparable group must consist of municipal employers approximately equal in size, population and area and geographical proximity. Proximity is significant because employers and employees normally compare their wages with other employers and employees in the same geographical area and employees often change employers within that same area or move to neighboring communities. Economic conditions are likely to be very similar in the nearby areas. The Arbitrator finds both comparable groups to be acceptable. Certainly the five adjacent counties proposed by the Union meet the test of approximately equal size, population and area and have geographical proximity. All of those counties are predominantly rural in nature and have similar economic conditions. The Employer has added the counties of Crawford and Columbia to make up its comparable group. While they are not adjacent counties, they are similar in size, population and area and predominantly rural in nature. They are somewhat more remote with respect to proximity but not enough to make Comparable Group B unacceptable.

The Employer proposes to cut the mileage allowance from 22¢ per mile which was the allowance in the prior agreement to 21¢ for the first 15,000 miles and 11¢ thereafter, which is the current standard of the Internal Revenue Service. The Employer presented no evidence in support of its position other than the fact that the average reimbursement in Comparable Group B was 21¢ per mile. There is no evidence to indicate that any employees is reimbursed for mileage in excess of 15,000 miles and there is no reason to believe that employees would ever receive reimbursement at a 11¢ per mile. The Employer seemed to ignore the fact that it reimburses its nonprofessional Courthouse/Social Services Unit at the rate of 22¢ per mile under the terms of their 1986-87 agreement. Apparently, no employees of the Employer are reimbursed at less than 22¢ per mile and there is no evidence of excessive mileage on the part of any employees represented by the Union. In the absence of any compelling reason to change the

status quo, the Arbitrator sees no reason why the Employer should reimburse one bargaining unit at a lower rate than any of its other employees are reimbursed. While the average rate of reimbursement in Comparable Group B is 21¢ per mile, some counties reimburse their social workers at the rate of 22¢ per mile. In the absence of any evidence of substantial inequity, the Arbitrator is reluctant to modify the rate of mileage reimbursement previously agreed upon by the Employer and this bargaining unit and incorporated it into the prior agreement. This is particularly true when the Employer has seen fit to continue to reimburse its other employees at the rate of 22¢ per mile.

The insurance language of the prior agreement between the Employer and this bargaining unit provides that the Employer can change carriers as long as there is no reduction in the level of benefits. This language parallels the language in the agreements between the Employer and its Courthouse/Social Services Bargaining Unit and its Highway Unit which require that benefits remain the same or are better than the existing benefit if the Employer elects to change carriers. The Employer argues that in today's time of astronomically rising insurance costs an Employer needs and has the right to the latitude of providing cost effective but equivalent levels of health benefits. Actually, the Employer does not have that right unless the collective bargaining agreement provides it. In prior agreements, the Employer obtained the right to unilaterally change the insurance carrier provided that the benefits remained the same or were better than the existing benefits. Insurance benefits are a basic subject of bargaining and make up terms and conditions of employment. The proposal of the Employer would give it the unilateral right to change or eliminate a specific condition of employment in the form of insurance benefits by providing the equivalent. The word equivalent does not mean the same benefits. Giving the Employer the right to change the insurance benefits even if it provided the equivalent benefit would give it the unilateral right to change terms and conditions of employment. The mere fact that the Employer provides what might be determined to be an equivalent benefit does not mean that it is the benefit that the parties negotiated nor does it necessarily mean that it is as desirable to the employees as the one that was negotiated. The Employer has presented no evidence that would indicate a need for it to have such authority. The only justification the Employer offers for its proposal is that in today's time of astronomically rising insurance costs it needs the latitude to provide cost effective but equivalent levels of health benefits. The record does not bear out the Employer's position. In the past four years, the Employer has selected three different insurance carriers without any controversy or objection by the Union. The changes in carriers has resulted in a decline in the cost of insurance while maintaining the same benefits. The Employer has not demonstrated a need for latitude in determining what health insurance benefits it must provide for this bargaining unit. The proposal of the Employer that it "provide coverage which is equivalent to that which exists" is nebulous and subject to a variety of interpretations. The current language requiring that a change in carriers shall result in "no reduction in level of benefits" is very precise and easy to understand. In the absence of any evidence that would indicate a need for changing the language with respect to a change in health insurance carriers, the Arbitrator finds the proposal of the Union with respect to health insurance benefits to be more reasonable than that of the Employer.

In their last collective bargaining agreement, the Employer and the Union agreed that holidays should be considered as time worked in computing normal hours. Now the Union wants to have all paid time considered as time worked in computing normal hours. The Employer's proposal is consistent with the Fair Labor Standards Act which permits payments for vacation, holiday, illness or failure of the Employer to provide sufficient work to be excluded in determining the amount of overtime compensation under the Fair Labor Standards Act. The employees already are receiving the benefit of having holidays utilized in computation of overtime and the adoption of the Union's proposal would provide employees which another benefit at a time when additional fringe benefits are not generally being given. The Union points out that its proposal is internally consistent with the language in the Courthouse/Social Services Unit and the Highway Unit as well as the Grant County and Richland County collective bargaining agreements. However, those instances do not establish an overall pattern to such a degree that equity would require a change in the existing language to establish uniformity. There is some internal inequity but it is not so unfair as to require the Arbitrator to impose new language and eliminate the provision that the Employer and the Union have agreed upon and which meets the requirements of the Fair Labor Standards Act. Accordingly, the Arbitrator finds the proposal of the Employer to retain the existing language that computes hours of work for the purpose of overtime by excluding sick days and vacation days to be more reasonable than the position of the Union. The Union's position is no more justified by the statutory criteria than the position of the Employer.

The primary issue involved in this arbitration is the size of the wage increase and the establishment of a seniority based wage schedule. The average of the actual maximum salaries for the Social Worker II classification of the contiguous counties in Comparable Group A is \$1.30 per hour above the Employer or 16.5 percent above the actual hourly maximum. Five of the six incumbent employees in the bargaining unit represented by the Union are in the classification of Social Worker II. When the new collective bargaining agreement ends on December 31, 1987, the Employer's actual hourly maximum for the Social Worker II classification under the Union proposal would be \$8.58 per hour as opposed to an actual maximum of \$8.49 per hour under the Employer's offer. The two employees in the classification of Social Worker II, who would have 30 months of seniority at the end of the agreement, would receive the \$8.58 maximum. The other three employees in the classification of Social Worker II would qualify in 1988 or 1989 for the 30 month maximum rate under the Union proposal. Under the Employer's proposal most of the existing employees would be frozen at wages between \$7.70 and \$8.06. It is interesting to note that on December 31, 1985 all of the counties in Comparable Group A paid a maximum salary to employees in the classification of Social Worker II of at least \$8.18 an hour and some received as high as \$10.62. The Employer's proposal would provide most of its employees in the classification of Social Worker II with a maximum salary of no more than \$8.06 by December 31, 1987. The Union's proposal of an actual hourly maximum rate for the classification of Social Worker II of \$8.58 would be reached by December 31, 1987, but that rate would still be below the actual maximum for all of the other employees in the classification of Social Worker II in Comparable Group A. The Union's final offer of a maximum salary of \$8.58 per hour for employees in the classification of Social Worker II at the end of 1987 would

remain below the maximum of all the counties in Comparable Group A. The Employer's 1986 offer of a 30 cent per hour increase for its employees would result in an increase of 10 cents per hour less than the 1986 increase of 40 cents per hour paid by Lafayette County, the next lowest paid county unit in Comparable Group A.

The key difference between the final offer of the Union and the Employer is the Union's proposal to institute a seniority based salary schedule. The Employer proposes to continue the old schedule that provided for a start rate, a six month rate and a maximum rate. The so called maximum rate has not been paid to any employee since at least May of 1979. One of the Employer's employees in the classification of Social Worker II had a date of hire of May 1979. Under the Employer's offer her rate on December 31, 1987 would be \$8.49 which is well below the so called \$10.00 maximum rate for Social Worker II. The Employer has never informed any of its employees how the maximum rate for a classification could be achieved and no employee has ever achieved it in the past seven years. Had the employee in the classification of Social Worker II been employed for an equal length of time in any one of the counties in Comparable Group B, she would already be at the maximum rate of the schedule.

All of the counties in Comparable Group A have clearly defined seniority based schedules for attaining the maximum rate within a classification. Grant County provides for a four step schedule (start, six month, twelve month, twenty-four month). Richland County provides for a four step schedule (start, six month, eighteen month, twenty-four month). Green County uses a six step schedule (start, six month, one year, three years, five years, seven years). Sauk County uses a four step schedule (start, six month, eighteen month, thirty month) which is identical in its timing of step increases to that of the schedule proposed by the Union. The predominant pattern among comparable counties has been to provide professional Social Workers with a four step seniority based schedule. Only Lafayette County in Comparable Group A provides for a two step schedule as proposed by the Employer. The clearly defined seniority based schedule proposed by the Union is the same kind of schedule the Employer provides for employees in pay ranges 7, 8 and 9 in the Courthouse/Social Services bargaining unit.

The Union's final offer contains a schedule progression from Social Worker I to Social Worker II. This is consistent with the salary schedules in Comparable Group A. In Grant County and Richland County the classification progression is clearly defined. In Lafayette and Green Counties there are only Social Worker II classifications so there is no need for a progression. The Union proposal for a classification progression is not automatic but requires the completion of state requirements by the social worker. The current minimum rates of pay for the Employer's social workers are dramatically below those of social workers in every county in Comparable Group A except for Grant County. Grant County had a starting rate for Social Worker I at the end of 1985 of \$6.55, Richland and Sauk Counties had beginning rates for employees in the classification of Social Worker I of \$7.68 and \$8.31 respectively. Green County and Lafayette County do not have a Social Worker I classification but begin with a Social Worker II classification and their respective rates at the end of 1985

were \$7.56 and \$8.18. Those starting salaries should be compared with the Employer's Social Worker I beginning salary of \$6.80. The Employer's final offer would pay a Social Worker I hired on October 21, 1986 \$7.00 an hour. By the end of the contract term or sixteen months later, the Employer would pay that same employee \$7.35 an hour or 2.1 percent above the entry level rate. The Union's final offer would provide that employee with a beginning rate of \$7.20 and the employee would progress by the end of the contract to a rate of \$8.18 which would be 9.2 percent above the entry level rate. The primary reason for the increase resulting from the Union's proposal is the reclassification progression from Social Worker I to Social Worker II. Grant County had a beginning rate at the end of 1985 of \$6.55 but an entry level Social Worker I would earn 20.2 percent above the entry rate sixteen months after hire. Richland County would boost a Social Worker I hired on August 21, 1985 by 11.6 percent above the current entry level rate after sixteen months. The Union's final offer provides for a smaller increase as a result of reclassification progression than the reclassification schedules provided by the other counties in Comparable Group A.

The problem with the Union's proposal is that it provides an increase well above the increase given internally by the Employer and well above the percentage increases given for 1986 by the other counties in Comparable Group A. However, wage catch up can be justified when the employees lag far behind other employees doing similar work in the market area even though the increases are substantially larger than the increases given to employees doing similar work in comparable counties. An arbitrator gave Green County Human Service Department employees a 6.7 percent increase in 1984 and an 11.2 percent increase in 1985 because the employees salary schedule lagged behind that of other employees doing similar work in the comparable group. In April of 1986, an arbitrator gave Grant County professional employees a 15.1 percent increase over a two year period. His rationale was that the wage levels in Grant County were so far behind the pack that it was not reasonable to say the employee should be held to the same wage increases of other employees doing similar work for comparable employers. The arbitrator pointed out that if there is a need for wage catchup, the wage level increase will necessarily have to be large. That arbitrator justified the increase on the basis that the labor organization salary schedule had the more typical advancement structure. In this case, the Union proposal would provide a 10.4 percent increase over a two year period which is a much more modest increase than the arbitrators granted in the aforementioned arbitration award. As a result of those arbitration awards, social worker employees of Grant and Green County were awarded wage levels that were somewhat comparable to Sauk, Lafayette and Richland Counties. Because of those arbitration awards and agreed upon salary increases for social workers in the other counties in Comparable Group A for 1986, the Employer's minimum and maximum wage levels now languish behind their comparable units. Obviously, such a situation calls for catch-up increases even though they will result in percentage increases much larger than the Employer has given to its other bargaining units. Even with the catchup provided by the Union's final offer, the Employer's social workers would still be the lowest paid in Comparable Group A despite the fact that the Employer's economic situation is about average in the comparable group. The Employer ranks second among the six counties in Comparable Group A in terms of

full value per capita. It ranks second in Comparable Group A and twenty-fourth among the seventy-two counties in the terms of the lowest current tax rate. The Employer has the fourth largest population in Comparable Group A and its per capita personal income ranks third.

The Employer argues that its internal settlements provided increases ranging from 2 percent to 3 percent in 1986 and 2 percent to 3.4 percent in 1987. It points out that its proposal would provide its social workers with an average increase of 3.7 percent in 1986 and 4 percent in 1987 while the Union's proposal would provide the social workers with an average increase of 6.1 percent in 1986 and 6.4 percent in 1987. The contention of the Employer is accurate but a larger percentage increase is necessary if the Employer's social workers are going to be brought up to a wage level that is close to that paid by the other counties in Comparable Group A to their social workers.

The Employer argues that its final offer for 1986 preserves its position among the comparables and it alleges that the Union's final offer would deteriorate the social services schedule greatly in 1986 and make it difficult to maintain its position among the comparables. The Employer goes on to point out that the average maximum wage for a Social Worker II in Comparable Group B in 1985 was \$9.28 while the Employer had a maximum wage of \$9.60 which was the fourth highest in Comparable Group B. However, the Employer's maximum wage for a Social Worker II in 1985 was actually \$7.89 which was the amount paid to an employee who had been hired in 1979. After six years of employment she had not reached the top of the salary schedule and there was no provision in the collective bargaining agreement that would ever advance her to it. In other words, the Employer's maximum salary for a Social Worker II of \$9.60 an hour was a fiction. Its actual maximum salary was \$7.89. Although the Employer claims its maximum salary for a Social Worker II in 1985 ranked fourth in Comparable Group B, it actually ranked eighth because every other county in Comparable Group B had a higher actual maximum wage than the Employer. The 1985 maximum wage rate for a Social Worker II in Comparable Group B ranged from a low of \$8.18 in Lafayette County to a high of \$10.62 in Grant County. Thus every other county paid a Social Worker II a maximum salary at least 20 cents an hour more than the Employer and in some cases \$2.73 an hour more. In 1986 the average maximum salary of a Social Worker II in Comparable Group B was \$9.75. The Employer claims that its proposal of a \$9.80 maximum salary would retain its rank as the fourth highest in Comparable Group B while the Union's proposal of an \$8.06 maximum salary for a Social Worker II would be the lowest in Comparable Group B. It is correct that the Union's proposal would provide the lowest maximum salary for a Social Worker II in 1986. The distortion in the Employer's claim is its contention that the 1986 maximum salary for a Social Worker II resulting from its offer would be \$9.80 and rank fourth in Comparable Group B. The truth is spelled out by the Employer's own analysis that the actual maximum wage for a Social Worker II in 1986 that would result from its proposal would be \$8.19 per hour and that would be the lowest in Comparable Group B. It goes on to assert that the Social Worker II maximum wage in 1987 would be \$10.00 an hour and the Union's proposal would be \$8.58 per hour. The \$8.58 per hour rate for the Union is accurate but the Employer's own analysis reveals that the actual maximum wage for a Social Worker II resulting from its proposal would be \$8.49 per hour.



Thus the Employer's argument that its final offer for 1986 preserves its position among the comparables has no basis in fact. It includes high maximum rates in its salary schedule but there is no progression to those maximum rates. The Employer has a history of never having paid what it claims to be its maximum rate since 1979.

The Employer argues that its employees fare favorably in comparison with other employees in Comparable Group B with respect to the fringe benefits which make up part of the total compensation. The Employer, along with five other counties in Comparable Group B, pays 100 percent of the single health insurance premium while two pay 92 and 93 percent of it. However, with respect to the family insurance premium, two counties pay 100 percent of the premium, four other counties pay a larger percentage of the premiums than the Employer and only Grant County pays less. The Employer does pay 100 percent of the dental insurance premium and it is the only county in Comparable Group B that does so. All of the counties in Comparable Group B make the same percentage contribution to the Wisconsin Retirement System and they all have the same number of sick leave days per year. The average number of paid holidays per year in Comparable Group B is 9.2 and the Employer provides 9.5 holidays per year. The Employer's total compensation benefits are similar to those paid other employees in Comparable Group B but only rank better than the average with respect to dental insurance premium and the amount of paid holidays. However, the issue here is not fringe benefits but salaries. While the Employer may be very close to the average with respect to fringe benefits, it lags far behind the rest of Comparable Group B with respect to wages for social workers.

The Employer's argument that the Union's proposal departs substantially from its internal pattern is valid. However, when salaries for its social workers are compared to the salaries paid social workers in either Comparable Group A or Comparable Group B, the Employer lags far behind. The Employer is so far behind that the proposal of the Union will still leave the Employer's social workers at the bottom of the scale when compared to either Comparable Group A or B.

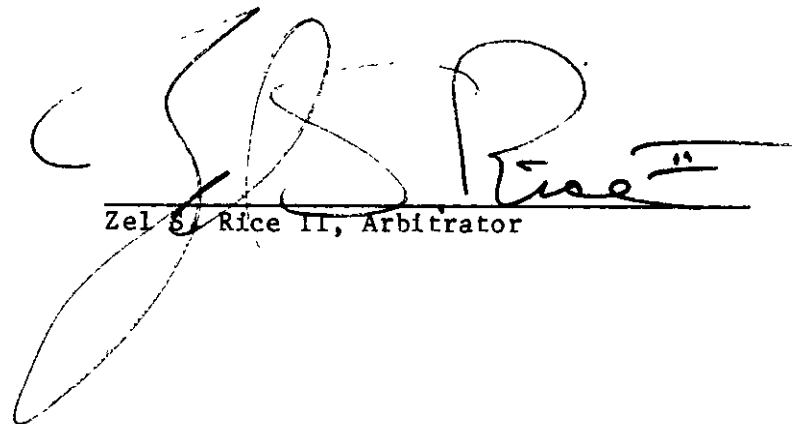
The Union proposal includes the establishment of a new salary schedule with progression based on seniority. Arbitrators are always reluctant to impose a new salary schedule because that is an item that is best bargained out between the parties. However, the Employer's salary schedule is not realistic. It proposes a starting salary for each classification and progression to the next step after six months. Then it proposes a maximum salary that is very good, but there is no procedure for ever achieving that maximum salary and there is no procedure to advance to the next highest classification. In other words, the Employer's proposal requires it to pay a minimum entry salary and to give a progression at the end of six months but it can unilaterally determine when and if an employee is going to progress to the maximum step. That is an unrealistic salary schedule. The Arbitrator is not reluctant to impose a new classification system and salary schedule when his other choice is an unrealistic salary schedule such as that proposed by the Employer.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the Statutes and after careful and extensive examination of the exhibits and briefs of the parties, the Arbitrator finds that the Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Union's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 5th day of May, 1987.



Zel S. Rice II, Arbitrator

EXHIBIT A

Name of Case: IOWA COUNTY (DEPT OF SOCIAL SERVICES)  
Case #41 No. 36566 MED/ARB-3842

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.

August 20, 1986  
(Date)

Lawrence S. Rothstein  
(Representative)

On Behalf of: Iowa County Social Workers Union  
Local 413, AFSCME, AFL-CIO

**RECEIVED**

**AUG 29 1986**

FINAL OFFER  
IOWA COUNTY SOCIAL WORKERS  
LOCAL 413, AFSCME, AFL-CIO  
TO  
IOWA COUNTY

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

August 20 1986

The following represents the Union's final offer for a new labor contract effective January 1, 1986, through December 31, 1987, except for those items previously stipulated to by the parties.

1. Delete current Article XXI, Compensation, and substitute the following Article XXI, Compensation Schedule:

21.01 Reclassification.

- 1) An employee classified as a Social Worker I shall be reclassified to a Social Worker II on completion of state requirements unless said requirements are waived, and at least one (1) year's service as a Social Worker I with Iowa County.
- 2) Employees so reclassified and employees who are promoted to a higher classification pursuant to the terms of this agreement shall be placed at the step in the wage schedule as set forth in Appendix A that results in a pay increase. The affected employee shall progress thereafter based on time required between steps (i.e., 12 months between Steps 3 and 4).

Appendix A

Hourly Rates of Pay Effective January 1, 1986

<u>Position</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 18 Months</u>	<u>After 30 Months</u>
Social Worker I	7.00	7.15	--	--
Social Worker II	7.50	7.66	--	--
Social Worker III	8.02	8.17	--	--

Employees shall be placed on the wage schedule in their proper classification consistent with their length of service. Employees whose precontract wage rate on January 1, 1986 was equal to or greater than the "After 6 Months" wage rate set forth above shall receive a 2.8% increase effective January 1, 1986, and either an additional 4.0% increase effective January 1, 1987, or placed on the schedule consistent with the terms of the agreement, whichever is greater.

Hourly Rates of Pay Effective July 1, 1986

<u>Position</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 18 Months</u>	<u>After 30 Months</u>
Social Worker I	7.20	7.35	7.40	--
Social Worker II	7.70	7.86	8.06	--
Social Worker III	8.22	8.37	8.67	--

Hourly Rates of Pay Effective January 1, 1987

<u>Position</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 18 Months</u>	<u>After 30 Months</u>
Social Worker I	7.49	7.64	7.70	--
Social Worker II	8.02	8.18	8.38	--
Social Worker III	8.54	8.69	8.99	--

Hourly Rates of Pay Effective July 1, 1987

<u>Position</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 18 Months</u>	<u>After 30 Months</u>
Social Worker I	7.49	7.64	7.70	--
Social Worker II	8.02	8.18	8.38	8.58
Social Worker III	8.54	8.69	8.99	9.29

2. Modify Section 8.5, Hours, by adding the following: "All paid time shall be considered as time worked in computing normal hours."
3. Modify Section 21.3 by the following: "Effective upon the date of the arbitrator's award employees will be paid \$60.00 per week in addition to their regular salaries for every week they serve on call."
4. Modify Section 15.1, paragraph 2, as follows: "The County hereby agrees to pay on behalf of the employee, to the Wisconsin Retirement Fund, the employee's contribution, not to exceed six percent (6%) of the employee's gross wage in addition to any contribution required of the County."

EXHIBIT B

RECEIVED

SEP 02 1986

WISCONSIN EMPLOYMENT  
RELATION COMMISSION

Name of Case: IOWA COUNTY (DEPT. OF SOCIAL SERVICES)  
Case #41 No. 36566 MED/ARD-3842

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.

August 25, 1986  
(Date)

[Signature]  
(Representative)

On Behalf of: Iowa County

SEP 02 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

AUGUST 20, 1986  
FINAL OFFER OF IOWA COUNTY  
TO WISCONSIN 40, AFSCME (SOCIAL WORKERS)

1. Amend 15.5 to provide that mileage shall be paid at whatever the IRS will allow.
2. Amend the last sentence of 13.2 to read as follows:  
  
"The County may change insurance carriers provided the new insurance plan(s) provide coverage which is equivalent to that which presently exists."
3. Amend 15.1 to read as follows:  
  
"The County hereby agrees to pay on behalf of the employee, to the Wisconsin Retirement Fund, the employees contribution, not to exceed six percent (6%) of their gross wages."
4. The County proposes a contract of two (2) years duration.
5. Revise Article XXI, COMPENSATION to read as follows:

21.1 Effective January 1, 1986 the following wage rates shall be in effect for employees hired after August 20, 1986:

	Start	6 Months	Maximum
Social Worker I	\$7.00	\$7.15	\$ 9.30
Social Worker II	\$7.50	\$7.65	\$ 9.80
Social Worker III	\$8.00	\$8.15	\$10.40

21.2 Effective January 1, 1987 the following wage rates shall be in effect for all employees hired after August 20, 1986:

	Start	6 Months	Maximum
Social Worker I	\$7.20	\$7.35	\$ 9.50
Social Worker II	\$7.70	\$7.85	\$10.00
Social Worker III	\$8.20	\$8.35	\$10.60