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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Final and Binding :
Final Offer Arbitration Between :
 :
LA CROSSE COUNTY DEPARTMENT OF HUMAN SERVICES, :
LOCAL 2484, AFSCME, AFL-CIO :
 :
and : AWARD
 :
COUNTY OF LA CROSSE :
 :
Case 116 No. 43364 :
INT/ARB-5524 Decision No. 26629-A

I. NATURE OF PROCEEDINGS. This is a proceedings in Final and Binding Final Offer Arbitration under the Municipal Employment Relations Act, pursuant to Section 111.70 (4) (cm) 6. The Union in this matter filed a petition with the Wisconsin Employment Relations Commission on December 19, 1989, alleging that an impasse existed between it and La Crosse County in collective bargaining. The Commission appointed Raleigh Jones to investigate, who reported on March 23, 1990, that the parties were deadlocked in negotiations. Parties submitted their final offers on September 7, 1990, remaining at impasse. The Commission concluded that the parties had substantially complied with procedures in the Act required prior to arbitration, certified that the conditions precedent to the initiation of arbitration as required by the Act had been met and ordered arbitration on September 14, 1990. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, the Commission appointed him on September 26, 1990. A hearing was held on November 7, 1990, at the La Crosse County Counthouse. Parties were given full opportunity to present evidence, give testimony and make arguments. The last reply brief was received by the arbitrator on February 22, 1991.

II. APPEARANCES.

DANIEL R. PFEIFER, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appeared for the Union.

ROBERT B. TAUNT, Personnel Director, La Crosse County, appeared for the County.

III. FINAL OFFERS.

The final offers follow:

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LA CROSSE COUNTY PROFESSIONAL HUMAN SERVICES EMPLOYEES,
LOCAL 2484, AFSCME, AFL-CIO

Union's Final Offer

1) Section 2.01 - Modify "to contract for work not normally performed by Social Workers" to "to contract for work not normally performed by bargaining unit members".

2) Section 12.04 - Modify to "Employees required to work on a designated holiday shall be paid at time and one-half (1 1/2) times their basic rate for all time worked during the course of the normal workday defined in Section 6.01 in addition to holiday pay."

3) Section 16.05 - Amend the title of the section to read "Family Leave" instead of "Maternity Leave". The balance of the section shall remain the same, except a new paragraph shall be added to the end of the section to read, "Requests for paternity leave and leave for adoption of a child may be granted under Section 16.01."

4) Section 18.02 - Effective January 1 1990, the County will contribute up to the total amount set forth below as "Health and Dental" benefit to the monthly premium of the County's Employee Health and Dental Plan. In 1991, the County will pay the full amount of any increase in premiums for the health and dental plans. The employee will bear the cost in excess of the County's contribution for the option selected:

(A) Family:	Health and Dental	\$345.33
	Health Only	\$305.74
	Dental Only	\$ 39.59
(B) Single:	Health and Dental	\$128.80
	Health Only	\$114.20
	Dental Only	\$ 14.60

All employees participating in the group's Health Plan shall comply with those cost containment features set forth in the County Employee Health Benefits Plan.

There shall be two (2) options for employees to choose their level of participation in the Health Plan.

Section 18.02.1 - Shall remain as currently written.

Section 18.02.2 - Shall remain as currently written, except the last sentence shall be deleted for housekeeping purposes.

5) The following employees to receive the following "lump

sum" payments effective January 1, 1990:

Buisse	\$ 960
Shaffer	960
Eherenman	960
Christianson	960
Walker-Jensen	960
Greatens	960
Speltz	960
Jirsa	960
Berg	560
Solberg	400
Hillary	1547
Geier	1547
Josephson	1547
Mallory	1547
Roellich	1547

6) Wages: Effective December 31, 1989, four percent (4%) will be added to the following wage schedule:

Pay Gr.	Classification	<u>Bi-Weekly Rates Expressed</u>		
		Step 1 Minimum	Step 2 After 6 Mos. or 975 Reg. Hrs.	Step 3 After 18 Mos. or 2,925 Reg. Hrs.
1	AODA	772.91	787.64	819.14
2	SW I AODA I DD Fieldworker I CMI Fieldworker I	786.55	817.78	850.31
3	SW II AODA II DD Fieldworker II CMI Fieldworker II Vol. Services Coord. Fraud & Ver. Spec.	879.08	914.14	950.69
4	SW III/IV AODA III DD Fieldworker III CMI Field Worker III	924.15	961.12	999.61

Classification (Clinical Therapists)

1	CT I (Entry)	999.61	1022.94	1046.27
2	CT II (Ass.)	1088.12	1137.65	1176.91
3	CT III (Sen.)	1223.98	1272.94	1323.86

Placements in the schedule are as follows:

<u>Employee</u>	<u>Grade</u>	<u>Step</u>
Buisse	4	2
Shaffer	2	3
Eherenman	1	3
Christianson	2	3
Walker-Jensen	1	3
Greatens	2	2
Speltz	2	2
Jirsa	2	2
Berg	2	1
Solberg	2	1
Nikolay (Effective 4/17/90)	2	1
Uhler (Effective 4/17/90)	2	1
Wilborn (Effective 4/17/90)	2	1

CT Schedule

Hillary	3	1
Geier	1	2
Josephson	2	2
Mallory	3	1
Roellich	1	3

A movement from CT I to CT II requires 5 years of service. A movement from CT II to CT III requires an additional 5 years, or a total of 10 years, of service.

Effective December 30, 1990, the wage schedules shall be increased by 4.5%.

7) Sections 22.05.3 & 22.05.5 - Add "Compensation for work performed on holidays shall be pursuant to Section 12.04 of this agreement."

8) Section 24.01 - Duration - 1/1/90-12/31/91.

9) Provisions retroactive to 1/1/90, except as provided otherwise.

10) All items not addressed in the Union's Final Offer or the Stipulations to remain as in the 1983-1989 agreement between the parties.

Dated this 27th day of August, 1990.

On Behalf of Local 2484:

Daniel R. Pfeifer
Daniel R. Pfeifer Staff Rep.

LA CROSSE COUNTY AMENDED FINAL OFFER
TO LOCAL 2484, SOCIAL WORKERS
AUGUST 15, 1990

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RELATIONS COMMISSION

1. Section 16.05. Amend the title of the section to read "Family Leave" instead of "Maternity Leave." The balance of the section shall remain the same, except a new paragraph shall be added to the end of the section to read, "Requests for paternity leave and leave for adoption of a child may be granted under Section 16.01."

2. Article XVIII - Insurance.

Section 18.01. Shall remain as currently written

Section 18.02. Effective with the January 1990 premium for February coverage, the County will contribute up to the total amount as set forth below as "Health and Dental" benefit to the monthly premium of the County's employee Health and Dental Plan for the duration of this contract, except that in 1991 the County shall pick up any increase in health or dental premium and the employee contribution shall remain the same as in 1990. The employee will bear the cost in excess of the County's contribution for the option selected:

(A) Family:	Health and Dental	\$342.10
	Health Only	\$305.74
	Dental Only	\$ 36.36
(b) Single:	Health and Dental	\$127.63
	Health Only	\$114.20
	Dental Only	\$ 13.43

Employees participating in the group's health plan shall comply with those cost containment features set forth in the County employee Health Benefits Plan.

There shall be two options for employees to choose their level of participation in the health plan.

Section 18.02.1. Shall remain as currently written.

Section 18.02.2. Shall remain as currently written, except the last sentence shall be deleted for housekeeping purposes.

Section 18.03, 18.04, 18.05, and 18.06 shall remain as currently written.

3. Article XXII - Wages and Pay Plan Administration. Amend to read:

"22.04 The following constitutes the classifications, pay grades and rates for those employees covered by this agreement who are employed on the date of ratification hereof or award:"

Amended Final Offer to Social Workers, Local 2484
August 15, 1990
Page 2.

22.04.1 Effective December 31st, 1989, the following rates would apply:

\$.20 per hour across-the-board increase to each step of the wage scale.

22.04.2 The following rates would be effective July 1st, 1990:

\$.25 per hour across the board to each step of the wage scale.

22.04.3 The following rates will be effective December 30, 1990:

3.5% increase across the board to each step of the wage scale.

4. Article XXIV - Duration. Amend the dates to reflect a two-year agreement for 1990-91.
5. Successor Agreement. Shall include all tentative agreements as attached.
6. All Other Items. All other items in the 1988-89 bargaining agreement shall remain status quo.

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IV. FACTORS TO BE CONSIDERED BY THE ARBITRATOR. The following factors for consideration by the arbitrator are enumerated in Chapter 111.70 (4) (cm) 7 Stats.:

"a. The lawful authority of the municipal employer.

"b. Stipulation of the parties.

"c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.

"e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

V. LAWFUL AUTHORITY OF THE EMPLOYER. There is no question here of the authority of the County to meet the terms of either offer, but the County is objecting that the Union's classification and progression system would border on interfering with the rights of management. This matter will be addressed later.

VI. STIPULATIONS. All other matters have been stipulated to between the parties.

VII. BARGAINING HISTORY OF OFFERS RELATED TO COSTS. Local 2484, American Federation of State, County, and Municipal Employees, AFL-CIO, was a Union in 1988 and 1989 originally covering Social Workers in grades I to IV inclusive, a volunteer Services Coordinator and a Fraud and Verification Specialist (CX 1). On May 10, 1989, there were accreted employees who had formally been under a Unified Board, then under the Department of Human Services, but not in the Union. The employees so accreted had the classifications of Field Worker for the Developmentally Disabled (DDFW), Alcohol and Other Drug Abuse Counselor (AODA), Field Worker for the Chronically Mentally Ill (CMIFW), and Clinical Therapists in three grades. (CX 3). Social Workers had been in three classifications of Step 1 minimum, Step 2 (6 months or 975 regular hours) and Step 3 (after 18 months of 2,925 regular hours). The DDFW, AODA and CMIFW employees were placed in a pay grade SW-A, the lowest classification. The Social Workers were in the next three pay grades with Social Workers III and IV being in SW-3. In pay grades 4-6 were the Clinical Therapists.

The accreted DDFW, AODA and CMI in 1989 sought to be placed in the same pay grades as the Social Workers after accretion, negotiated with the County for salaries considered to be at parity with Social Worker salaries. The County did not accept the original offers of the accreted employees nor their reduced offers, but set pay scales unilaterally. For pay for DDFW, AODA and CMIFW employees, the Union is asking a lump sum payment of \$960 for 10 employees or a total of \$8,640. For 5 CT employees the Union asks under similar reasoning \$7,735. (UX 53, 54). 3 employees were accreted to the Union in 1990. The County increased the wages effective 9/30/90. The Union is asking that the pay raises be effected as of 4/17/90. The difference in wage costs for 1990 is \$4,852 for basic wages for the County as compared to \$14,542 for the Union.

The Union, as noted from its offer has four pay grade classifications for AODA, DDFW, CMIFW and Social Workers. Pay grade 1 is for AODA only as a lowest step. Then in pay grade 2 there are SW I, AODA I, DDFW I, and CMIFW I. Pay grade 3 continues this classification system, as does pay grade 4. Each pay grade has three steps within it; beginning, 6 months, and 18 months. The Union offer does not describe however, how advancement is made from pay grade to pay grade.

The Union offer for Clinical Therapists (CT) contains three pay grades, with three steps in each grade. Advancement from grade to grade is made at 5-year intervals.

The Union offer as noted contains specification as to which employee is placed in what grade and at what step.

VIII. COSTS. The following table gives the Board estimate of costs for wages and wages plus insurance for the offers.

Table I

DOLLAR AND PERCENT INCREASES OF OFFERS

A. County Offer

	<u>\$ Increase</u>	<u>1990</u> <u>% Increase</u>
Wages	35,272	3.01 on previous wage cost only
Insurances	21,400	15.70 on previous insurance cost only
W + I	57,611 ⁽¹⁾	4.41 on previous wage + insurance
Roll Up	6,825	.52 on previous wage + insurance
Total Inc.	64,436	4.93 on previous wage + insurance only
<u>1991</u>		
Wages	42,235	3.5 on previous wage cost
Insurances	23,727	15.05 on previous wage cost
W + I	65,792 ⁽²⁾	4.84 on previous wage + insurance
Roll Up	8,257	.61 on previous wage + insurance
Total Inc.	74,049	5.45 on previous wage + insurance

(1) CX 25 shows this figure. Figures above add to \$56,672.

(2) CX 26 shows this figure. Figures above add to \$65,962.

B. Union Offer

		<u>1990</u>
Wages	92,482	7.8 on previous wage cost only
Insurances	22,950	16.8 on previous insurance cost only
W + I	115,432	8.81 on previous wage + insurance
Roll Up	17,895	1.37 on previous wage + insurance
Total Inc.	133,327	10.18 on previous wage + insurance only
<u>1991</u>		
Wages	56,877	4.5 on previous wage cost only
Insurances	25,276	15.87 on previous insurance cost only
W + I	82,153	5.78 on previous wage + insurance
Roll Up	11,119	.78 on previous wage + insurance
Total Inc.	93,272	6.56 on previous wage + insurance only

(CX 24-30)

Concerning Union offer wage costs for 1990 where a lump sum payment, reclassifications, an across the board increase, step progression and holiday time worked are involved, the following table is useful.

Table II

BREAKDOWN OF WAGE COSTS, UNION OFFER, 1991

1. Lump sum payment, 15 employees, 1/1/90	\$16,375
2. Reclassifications, 15 employees	11,404
3. 4% across the board increase	46,858
4. Reclassification, 3 accreted workers	14,542
5. 6-month step progression	3,303
6. Time worked on holidays	undetermined
Total	\$92,482

(CX 29)

The County proposal for 3 accreted employees in 1990 shows a \$4,852 increase. (CX 25, 28).

The Union in its brief makes the following comparison of percentage increase for base wages only:

Table III

PERCENTAGE INCREASES OF OFFERS FOR WAGES ONLY

County	<u>1990</u>	<u>1991</u>
1/1	1.6%	3.5%
7/1	2.0%	
"Lift" for year	2.6%	
Union	4.0%	4.5%

(U B4)

IX. COMPARABLE COUNTIES. The following table shows the counties the parties use as comparables:

Table IV

<u>Union</u>	<u>Pop.</u> <u>1988 (Est.)</u>	<u>County</u>	
Dodge	76,367	Dodge	73,051
Eau Claire	83,838	Eau Claire	83,358
Fond du Lac	90,546	Fond du Lac	88,889
Jefferson	66,876		
Manitowoc	82,695	Manitowoc	81,635
Marathon	112,810	Marathon	113,296
Monroe	36,860		
Ozaukee	69,391		
Sheboygan	102,884	Sheboygan	101,959
St. Croix	48,655		
Walworth	73,357	Walworth	73,479
Washington	89,936	Washington	92,189
Wood	76,021	Wood	75,780
La Crosse	97,002	La Crosse	96,049
		Contiguous	
		Jackson	16,405
		Monroe	36,141
		Trempealeau	25,855
		Vernon	26,012

The last four counties in the County's list noted as "Contiguous Counties" are not primary comparables for the County.

Discussion. The Union list is a list used in a previous arbitration some 13 years back and sees no reason to change. The County list is developed from all those Wisconsin counties with a population ranging from 25% less to 25% greater. Comparability is often considered met when governmental jurisdictions of equal size and geographic proximity are found. Neither of the comparables furnished by the parties achieve that result. The County has attempted to achieve it in part by forming a list of counties contiguous to La Crosse County; however, because they are much smaller, they have only secondary value. One of these counties, Monroe, is also included in the Union list of comparables. It is to be noted that the ten counties considered comparable in the County list are also found in the Union list. The four counties in the Union list not in the County list range from about one-half to two-thirds the size of La Crosse in population. On the whole, then, the arbitrator is of the opinion that the ten counties in the County list are reasonable for comparison here.

X. COMPARISON OF WAGES ONLY. For purposes of analysis of the offers on wages only, not including lump sum payments or reclassification, the following tables are useful.

Table V

MAXIMUM HOURLY WAGE OFFERS IN LA CROSSE COMPARED

<u>County</u>		<u>1990</u>		<u>Union</u>
<u>Pay Gr.</u>		<u>Pay Gr.</u>		
SW-A				
(DD, AODA, CMI)	11.37	1	11.36	AODA
SW-1	11.79	2	11.79	SW I, AODA I, DD I, CMI I
SW-2	13.13	3	13.19	SW II, AODA II, DD II, CMI II, Vol. Serv. Coord., T & U Spec.
SW-3	13.78	4	13.86	SW III, IV, AODA III, DD III, CMI III
SW-4 (CT)	13.81	1	14.51	CT I
SW-5 (CT)	14.53	2	16.32	CT II
SW-6 (CT)	16.14	3	18.36	CT III
<u>1991</u>				
SW-A	11.77	1	11.87	
SW-1	12.20	2	12.32	
SW-2	13.59	3	13.78	
SW-3	14.26	4	14.48	
SW-4	14.29	1	15.16	
SW-5	15.04	2	17.05	
SW-6	16.70	3	19.19	

County Exhibit 21 showed that of 15 employees accreted on May 10, 1989, wages were increased from 4% to 7.99%. Two employees received a 4% increase and two employees received 7.99%, four employees received 5.48% increases and four received 5.41% increases. There was one increase of 5.63% and one of 5.31%.

Dollar differences between the Union and County offers range from -\$1.09 less than the County offer to \$12.33 more, for two employees. Six employees under the Union offer would receive about \$30 more and three would have a \$0.00 increase. (CX 22).

County Exhibit 56 reported on the spread between supervisors and bargaining unit employees in the Department of Human Services before accretion and new under the offers. The Union offer at the maximums, especially where Clinical Therapists are involved, would narrow the differences percentage-wise substantially, whereas the County offer would narrow them slightly. The County particularly notes that in the case of one AODA supervisor and Clinical Therapists where a 5.0% difference existed prior to accretion, there would be a difference of 6.9% pay for the Clinical Therapist higher than the supervisor at the maximum.

County Exhibit 17 is the source of the following table:

Table VIII

**SOCIAL WORKER UNIT WAGE SETTLEMENT
PERCENTAGE INCREASES 1990 AND 1991**

	<u>1990</u>	<u>1991</u>
Comparable Counties	3.57 (7 counties)	3.5 (3 counties)
Contiguous Counties	3.65 (3 counties)	3.5(1)(1 county)
La Crosse County		
County Offer, 1/90	1.6	3.5
7/90	2.0	
Lift	3.6 Average 2.6	
Union ⁽²⁾	4.0	4.5

(1) Only 1 county settled for 5% of average wage.

(2) Does not indicate cost of reclassification or lump sum payment.

The Union in its brief presents the following table:

Table IX

PERCENTAGE INCREASES FOR SW II, AMONG UNION COMPARABLES

<u>County</u>	<u>1990</u> <u>%</u>	<u>1991</u> <u>%</u>
Dodge	11.9	2.9 (1/1) 1.6 (7/1)
Eau Claire	5.0	3.0
Fond du Lac	2.5 (1/1) .9 (6/24)	
Jefferson	2.9	
Manitowoc	4.6	
Marathon	2.0	
Monroe	3.9	
Ozaukee	4.0	4.0
St. Croix	3.25	
Sheboygan	4.0	4.0
Walworth	3.5	

(U B5,6)

The Union notes also that in its comparable list of 13 counties, 10 have a longevity plan while La Crosse does not.

Union Position Summarized. The Union makes the following points in its comment on wages:

- The wage issue is divided into two parts: across the board increases and wage proposals for accreted employees.

- Among Union comparables average rates for SW I range from \$9.40-\$10.99, for SW II from \$10.69-\$12.49, and for SW III from \$11.40-\$13.15. Rates in La Crosse County for maximums are SW I, \$11.34; SW II, \$12.68; and SW III, \$13.33. SW I is an entry level position with automatic progression to SW II. Since the County did not propose a wage freeze or reduced rates for starting rates, it is inappropriate for the County to make an argument relative to starting rates.

- Though the Union is not arguing a catch-up position, neither can the County argue that wages are unreasonably high since the La Crosse rates are close to the maximums in the comparables. Here the cost of living comparison for base wages is emphasized, and the cost of living changes should not include roll-up or package costs, but only wages, since wage increases taken alone insulate the employee against inflation.

- The County workweek of 37.5 hours is less than those in many comparable counties and thus the employees have a lower yearly income.

- The County not having included previous costs of the Wisconsin Retirement Fund or Social Security in the base, it is inappropriate now to include roll-ups in package costs.

- The percentage wage increases of the County are inadequate, especially compared to the CPI.

There is no pattern of settlement for 1991, so use of the CPI shows the Union position to be the more reasonable.

County Position Summarized. The County makes the following points in its arguments:

- The average settlement in 13 comparable counties is 3.57% for 1990 and 3.5% for 1991. La Crosse County with a 3.6% lift in 1990 and 3.5% in 1991 is comparable.

- The impact of reclassifications and lump cash payments must be factored into the Union offer for wages of 4.0% in 1990 and 4.5% in 1991. However, even before this, the Union offer is above average.

- The evidence is that positions in the bargaining unit are not underpaid and do not require catch-up pay, lump sum payments or reclassifications.

- The County's proposals are within pennies of the Union proposals except for CT rates where Union proposals greatly exceed the average.

- The Union proposal for CT's, senior level, and the AODA supervisor, would produce a negative spread.

- The Union ACB increase of 4% for 1990 when applied to the new higher wage schedule results in an increase of 5.9% to 12.2% for employees.

- The 1991 Union proposal of 4.5% must be considered in the light of the lump sum payments, new wage schedule and reclassification of 1990. It produces unreasonable results in comparisons and with County program supervisors. The proposal would be a disaster for County compensation plans and would disrupt collective bargaining, relationships with the social workers union and other union groups.

- The County submits that its cost data is uncontradicted, and the Union has submitted no cost data.

Discussion. On the subject of base wages for employees, without considering the matter of lump sum payments or reclassification, the arbitrator finds from Table IV that the pay for Social Workers only are quite comparable between the parties. The pay for Clinical Therapists is quite disparate as is the pay for AODA Counsellors, DD and CMI Field Workers.

From Table VI, it is apparent that both the Union and County offers for lowest level Social Workers are competitive for 1990 among the primary comparables, both are in 8th rank for the top Social Worker category at the maximum. This indicates need for a catch-up at this level.

Table VII confirms this latter conclusion about the top category of Social Worker, but also shows that the County offer is competitive for SW I, DD and CMI Field Workers, and Clinical Therapists. The County offer is well below the average for AODA Counsellors.

Table VIII shows that in average percentage increase in 1990, the County offer of 2.6% is well below the 3.57% increase in comparable counties, but the "lift" given at mid year, 1990, makes the year-end percentage increase comparable. In 1991, the County percentage increases of 3.5% may be comparable; however only 3 comparable counties are averaged.

The Union increase of 4.0% in 1991 provides a closer approximate in percentages and hence actual dollar increase than does the County offer. The Union offer of 4.5% for 1991 is high, but again only three counties are available for comparison.

On the whole in actual dollars paid for wages, the County offer is reasonably comparable despite its low percentage increase.

XI. LUMP SUM PAYMENTS TO ACCRETED WORKERS AND ADJUSTMENTS FOR ACCRETED WORKERS.

As noted earlier, the Union offer proposes a lump sum payment of a total of \$16,735 for lost retroactivity for accreted employees. The claimed retroactivity was to 1/1/89. According to the Union, the County claimed that retroactivity to that time was not a mandatory subject of bargaining, because certification of representation occurred after that time. The Union subsequently modified its offer to the resulting figure above.

Union Position Summarized. The Union notes that at the time the parties were negotiating the impact of accretion, the State of Wisconsin had ruled that accretion bargaining was not subject to interest arbitration. The Union then had to accept the County's unilateral implementation of the wage schedule. Later a Circuit Court overruled this State position, but Final Offers were already certified. Thus the lump sum for retroactivity.

As to costing of adjustments for accreted workers, the Union sought a Unit Clarification. The County agreed that three employees were to be paid as CMI or DD Field Workers. The County, according to the Union, cannot charge in its costing for wage adjustments after it had inaccurately classified them. If the Union had been able to proceed to interest arbitration at the time of accretion, the issue would not be here now.

Further, the issue of appropriate wages for accreted employees has no relationship to across-the-board wage increases. The Union cites Arbitrator Haferbecker (Juneau County, MED/ARB-2001, Dec. No. 20207-A, April 12, 1983) to the effect that adjustments be considered apart from a general wage increase, when moderate and taking care of inequities built up over a period of many years. This is good for employee morale and labor-management relations.

The Union takes the position that a general wage increase for employees should not be decreased to pay for inequities that have occurred within certain positions.

County Position Summarized. The County notes that employees accreted on 1989 received substantial increases ranging from 4% to 8% upon joining. The request for lump sum payments now would amount to another 4% to 6% increase, and this is clearly uncalled for. With the Union offer calling for reclassification, this would amount to another 1% to 8.2%, and then there must be considered an across-the-board increase in 1990 of 4%. All of this is excessive, unreasonable and unjustified.

Discussion. On the matter of lump sum payments to 15 workers, effective as of 1/1/90, and coming to a total of \$16,375 (CX 29), this part of the Union offer originated in an effort by accreted employees to obtain parity of wage with Social Workers. In a bargaining process, the accreted employees reduced their request to the above cited sum. The County did, as also noted earlier, provide pay increases to the accreted worker in a range of 4% to 8%. These actions occurred under a previous contract.

As the arbitrator here sees it, the Union proposal for a lump sum payment requires the arbitrator to make a judgment on whether a catch-up situation existed in La Crosse in 1989 for AODA Counsellors, DD and CMI Field Workers. The following table is derived from Union Exhibit 10 and County Exhibit 51 about rates for AODA Counsellors and DD Field Workers.

Table X

1989 REPORTED DATA FOR AODA COUNSELLORS
AND DD FIELD WORKERS

	<u>AODA</u>	<u>DDFW</u>
Dodge	-	-
Eau Claire	-	-
Fond du Lac	11.31	11.31
Manitowoc	Non-Rep.	Non-Rep.
Marathon	Non-Rep.	Non-Rep.
Monroe	-	-
Ozaukee	12.75	-
St. Croix	10.86	-
Sheboygan	11.75	12.36
Walworth	-	-
Washington	contracted	-
Wood	10.39	-
	*9.96	*10.57
La Crosse	10.92	10.92

* Reported in CX 51.

The foregoing data are too sparse to make a judgment as to whether there existed a catch-up situation in La Crosse for AODA Counsellors or DD or CMI Field Workers to justify another five or so percent increase for the above classification.

Also implied in the Union request for a lump sum payment is the argument that AODA Counsellors and DD and CMI Field Workers have professional responsibilities equal to those of Social Workers, and therefore should have been paid at Social Worker rates under the previous contract. In the opinion of the arbitrator, this type of argument if accepted would amount to amending an agreement already expired, and the arbitrator considers this action inappropriate where one of the parties does not agree that the previous contract was deficient.

As to the issue of equal professional responsibilities, that will be addressed in a later section of this Award. The matter of accounting for cost of accreted workers who were reclassified will be considered under Total Compensation hereinafter.

XII. COMPARISON OF WAGES WITH OTHER PUBLIC EMPLOYEES GENERALLY. The parties did not make any direct references to the wages of other public employees generally. The parties references were only to those classifications involved here.

XIII. COMPARISON OF WAGES IN PRIVATE EMPLOYMENT. County Exhibit 34 compared initial salaries for Social Work graduates with Chemistry graduates locally and nationally from 1986-87 to 1988-89. In 1988-89 locally (UW-La Crosse) Social Work graduates received \$15,974 presumably on average, as compared to Chemistry graduates who received \$26,307. Nationally Social Workers received \$16,550 as compared to Chemistry graduates who received \$26,307, again presumably an average figure.

County Exhibit 33 was a newspaper report of April 2, 1990, La Crosse Tribune, that members of Brewery Workers Local 1081 had approved a three year contract with the G. Heileman Brewing Company. This contract contained no raises but would provide for a \$300 bonus per worker in 1991 and a \$200 bonus in 1992.

Discussion. The two County exhibits described above provide contrary information. One indicates that Social Workers with four or five years of higher education are insufficiently compensated as compared to Chemistry students, or else that there is a poor market for social work as compared to the market for technically skilled chemists.

The other exhibit indicates that employment conditions for a major employer in La Crosse are not good.

Although the evidence on the job market and economic factors in the La Crosse area is meager, yet such evidence as has been provided adds a slight weight in favor of the County's lower offer.

XIV. OVERALL COMPENSATION - INSURANCES.

Health Insurance. The County is proposing to contribute up to 95% of the 1990 health insurance premium, the amount being expressed in dollar terms; the employees will pay the rest for whatever option the employees select. The Union agrees in its offer to do likewise for 1990.

For 1991 in health insurance, under the County offer, the dollar amount contributed by the employees will remain the same, and the County will pick up the difference. The Union proposes that in 1991 the County will pick up the increase in premiums.

It will be noted that the offers on health insurance thus are substantially the same. The following table of costs comes from County Exhibits 11 and 12.

Table XI

LA CROSSE COUNTY HEALTH INSURANCE RATES
COUNTY AND UNION OFFERS

A. Family		County Paid			Employee Paid		
Year	Total	\$	%	\$ Inc.	\$	%	\$ Inc.
1990	321.83	305.74	95.0	35.20	16.09	5.0	4.25
1991	373.64	357.55	95.7	51.81	16.09	4.3	0
B. Single							
1990	120.21	114.20	95.0	12.73	6.01	5.0	1.56
1991	139.84	133.83	95.7	19.63	6.01	4.3	0

There is an issue however on dental insurance. The County proposes that the employees will contribute an amount for dental insurance premium equal to the 1989 percentage contributed, but applied to 1990 rates and expressed in dollars. The dental contribution for 1991 will be the same dollar amount as in 1990 and the County picks up any increases. The Union is proposing in dental insurance that the employee pay the same dollar amount as prevailed over the previous five years for 1990 and 1991 with the County to pay all increases in premiums.

The following table is also derived from County Exhibits 11 and 12.

Table XII

LA CROSSE COUNTY DENTAL INSURANCE RATES
COUNTY AND UNION OFFERS

A. Family		County Paid			Employee Paid		
Year	Total	\$	%	\$ Inc.	\$	%	\$ Inc.
1990							
Cty	47.22	36.36	77.0	10.91	10.86	23.0	3.23
Un	47.22	39.59	83.8	4.14	7.63	16.2	0
1991							
Cty	47.22	36.36	77.0	0	10.86	23.0	0
Un	47.22	39.59	83.8	0	7.63	16.2	0
B. Single							
1990							
Cty	17.22	13.43	78.0	4.01	3.79	22.0	1.17
Un	17.22	14.60	84.7	5.18	2.62	15.3	0
1991							
Cty	17.22	13.43	77.0	0	3.79	22.0	0
Un	17.22	14.60	85.7	5.18	2.62	15.3	0

County Exhibit 13 shows that in nine other comparable counties in 1990, five counties paid 100% of the health insurance costs for family health insurance and six paid 100% for single person health insurance. In the four contiguous counties, there were two counties (though not the same ones) paying 100% health insurance in each category.

Within the La Crosse County employee groups, of ten categories of employees, union or not union, employees in two categories paid 4.4% toward health insurance. In five categories employees paid 5% which is the amount found here. Employees in three categories paid 10%. (C 14).

In the nine comparable counties for family dental insurance, four have no dental plan. In one county, the employees pay 100%. In two counties the county pays 100%. Two counties pay about 50%. For the single plan, three counties pay 100%, and one about 50%. In one county the employees pay for the plan. (C 15).

As to the La Crosse County employee categories internally, employees in eight categories of employees pay 23% of the family dental plan and 22% of the single plan. These are the percentages found in the County offer. Two categories pay 16% for the family plan and 15% for the single plan. These are the percentages found in the Union offer. (C 16).

Union Position Summarized. The Union contends that the parties have had a dental insurance provision since 1985, and the employee contribution remained the same since that time whether the premium went up or down. Now the County wants to change the status quo and offers no quid pro quo.

The shifting of costs to the employee will not necessarily produce cost savings.

County Position Summarized. The County notes that health insurance and dental insurance costs are rising, and that the County is picking up the biggest cost increase in 1990 and the full increase in 1991. It notes that some of the comparable counties do not provide dental insurance. It also contends that its offer is closest in internal comparisons in the County.

Discussion. Since the health insurance payment percentages are not at issue, this discussion will confine itself to dental insurance. In nine comparable counties, a majority, five, pay some form of dental insurance; of this group a majority, three, pay 100%. This is a factor for the lesser payment sought in the Union offer. However internally in La Crosse, employees in a majority of categories pay in dental insurance on a schedule comparable to the County offer, a factor for the County offer. The arbitrator is of the opinion that this internal comparison outweighs the factor derived from the comparable counties, where only three counties pay a percentage toward dental insurance costs higher than La Crosse County proposes to pay.

The County offer on dental insurance is found the more comparable.

XV. HOLIDAY WORK. The Union is proposing that Section 12.04 of the agreement to have employees who are on a designated holiday be paid time and one-half times their basic rate and receive the holiday pay also.

The County says that the Union has not provided any supporting data for its proposal. The Union in its Brief (p. 19) states that in Dodge, Eau Claire, Sheboygan, Walworth and Wood Counties, the pay is holiday pay plus time and a half. Straight time plus holiday pay are found in Jefferson and La Crosse. In seven counties the matter is not addressed.

The Union says its proposal is inherently reasonable, and comparable to contracts where such a provision exists.

Discussion. The arbitrator concludes that the Union offer is the more comparable on holiday pay where such provisions exist in contracts.

XVI. OVERALL COMPENSATION - TOTAL COSTS. Total costs are found in County Exhibits 24-30 where wages, insurances, and associated roll-up costs were listed. Under the County offer total dollar costs for 1990 will be \$64,436, a 4.93% increase. For 1991 they will be \$74,049, a 5.45% increase. Union offer costs for 1990 would come to \$133,327, or a 10.18% total increase, and for 1991 they would come to a 6.56% increase over their previous increase, or \$93,272.

The parties did not report on total costs in comparable counties.

The Union is contending that adjustments for accreted workers and roll-up costs should not be added to the cost of wages. The roll-up costs were never used in calculations before, and the adjustments should be kept separate from wages for reasons cited here earlier.

The arbitrator with a mind for factor 7 h, of factors to be considered under Section 111.70 (4) (cm) cited earlier, is not to judge total compensation by direct wage compensation, but also all other benefits. Lump sum payments, increased pay due to reclassification, health benefits costs, and Employers payment to the Wisconsin Retirement Fund and Social Security all constitute benefits which the employee immediately or ultimately receives; and all are costs to the Employer under either offer. Thus for the arbitrator to heed a statutory guideline, it is necessary to calculate and compare actual total costs and not just wage increases and percentages.

Comparison with comparable counties as noted earlier on total compensation costs is not available from the evidence submitted. Comparison can be made, however, with cost of living changes.

XVII. COST OF LIVING. The previous agreement expired December 31, 1989. The appropriate Consumer Price Index to apply for 1990 would be that of 1989. However the County did not supply data for the average increase of 1989, but did supply the increase of December 1989 over December 1988. This was 4.6% (CPI-U).

An increase was supplied for August 1990. This was 5.6%. This indicates a trend toward increasing prices. (CX 7).

Discussion. Reviewing the data description in Section XVII above, the offer of the County is more comparable for both 1990 and 1991 than the Union offer.

XVIII. OTHER FACTORS - RECLASSIFICATION. A fundamental element in this case is the contention of the Union that certain of its classified employees have professional responsibilities equal to those of Social Workers and further that such employees should have steps of professional advancement like Social Workers with the same pay. In the case of Clinical Therapists the progression in grade occurs at five year intervals. In the case of AODA Counsellors (except one), DD and CMI Field Workers, the way advancement occurs is not specified since the Union contends the Employer has said that that is the Employer's right. However the Employer is to provide a method of progression to the highest pay grade.

It is the essential contention of the County that the accreted employees are not required to perform at the professional skill levels of Social Workers.

The parties furnished job descriptions of the various positions, from which the following summaries are made by the arbitrator of the features, tasks, training and experience;

Chemical Dependency Counselor (AODA): Out-patient counselling of chemically dependent persons and their families. Assesses, evaluates, and develops treatment plan. Coordinates with other agencies, educates and consults, works with community groups. Keeps abreast of laws and latest knowledge and techniques. Bachelor's degree preferred with experience in direct counselling of chemical dependents. (CX 37).

Developmental Disabilities Field Worker. Primarily a case manager for the developmentally disabled. Assesses, develops and supervises plan for those diagnosed and eligible for services, manages individual financial matters, arranges for outside services. Prepares court and other reports. Is familiar with laws and aid programs. Graduation from an accredited college or university with major in special education, nursing, social work, psychology, or suitably related degree and two years experience. (CX-38).

Field Worker - Chronically Mentally Ill. Serves chronically mentally ill. Assesses and develops plan of treatment. Works with agencies and individuals to determine appropriate program of treatment. Counsels. Provides crisis intervention. Supervises volunteers and students. Makes out reports. Advocacy for better understanding and service. Graduation from college or university with a major in a human service discipline, e.g. Social Work, Psychology, Sociology. One year of experience. Driver's license. Ability to write and speak in public. (CX 39)

Social Worker I. Entrance level position. Makes social studies of persons and families in need of social services, makes recommendations for administrative decision. Performs related work. Determines by interviews, home visits, and investigation need for services. Advises clients of available services and informs clients of rights and responsibilities. Plans with

supervisor for services appropriate to client. Maintains contact with client to review social situations and recommend modifications of plans. Maintains case records, correspond, and make reports. Acts as emergency welfare worker and participates in continued training. College or university graduate with Sociology, Social Worker, or related degree. One year experience as Case Aide II or Social Services Aide II. Driver's license. (CX 42).

Social Worker II. Agency-trained social worker position. Provides social services, and makes social studies needed. Provides referral services when needed. May take protective action on behalf of clients. Makes plans appropriate to client. Cooperates with other agencies for services. Acts in emergencies. Has to have basic knowledge of human growth and behavior and of social problems. Must know laws, welfare and health resources and approved social work principles, methods and practices. Must be able to maintain records and make reports and cooperate with other agencies. Must have a degree in Social Work, Sociology, or related work supplemented-by 107 Division of Community Services credits, 18 months of social work experience as SW I. Driver's license. (CX 43).

Clinical Therapists. Clinical Therapists are psychiatric social workers in a guidance clinic or County institution. Of special interest in the instant matter is that at entry level two years of graduate Social Worker is required plus one year of supervised social care work. At the Associate level, two years of graduate social worker or a Master's Degree in Psychology and 3 years equivalent of supervised social care work. At the Senior level, the same educational requirements exist and five years of experience. (CX 46-48).

La Crosse County has an approved plan for delegation of the personnel function from the Wisconsin Department of Health and Social Services back to the County and is exempt from the Department's "County Merit System" requirements. However, the Division of Community Services requires core courses offered by DCS to Social Workers before they can advance to higher positions. (CX 1).

County Exhibit 23 was the report of a La Crosse County survey of 13 comparable or contiguous counties in which the questions were posed as to whether the AODA, DD, CMI and CT employees were in a Social Worker bargaining unit, and whether they had career progressions similar to or the same as Social Workers. The latter of these two questions is of importance here as an issue. For DDFW, no county had a career progression similar to or the same as SW's. Seven counties responded no. For CMIFW, one county had a career progression similar to SW's, five did not. For AODA employees, two had a career progression, six did not. Of the remaining 13 counties "No Position" was listed.

County Exhibit 52 is an explanation of a County wage plan for non-union managerial employees made by the Arthur Young Company in 1987 and implemented in 1988. 26 grades are established. Each has a minimum and one or two steps to a Midpoint which is reached over a period of time. However to go from Midpoint to Maximum merit performance is required.

The testimony was that AODA, CMI and DD employees can become Social Workers if they qualify.

Union Position Summarized. The Union advances these points in support of its offer:

- The Union offer has an initial level of AODA Counsellors without a degree. However for degreed AODA, DD and CMI employees, the Union offer places them in the same schedule as Social Workers because their duties are highly comparable to those of a Social Worker.

- County Exhibit 18 shows that external comparable wages of AODA, CMI and DD employees more closely resemble the wage rates of SW's than the sub-SW pay grade proposed by the County.

- The County had taken the position in past negotiations, that advancement in pay grade is not a mandatory subject of bargaining and would not bargain on proposals for higher grades for AODA, CMI and DD employees. Now the County is contending that the Union offer for advancement in grades is fatally flawed because the Union offer does not provide criterion for advancement in these categories.

- Presently the County does not require a degree of AODA workers but certification only. The Union sees the County's action as a subversive tactic to have this provision and then hire personnel with a degree but pay them less.

- The fact that the County does require a degree for CMI and DD employees shows that their duties mirror the CMI and DD employees.

- The Director of Human Services of the County testified that she did not think that CMI and DD employees at entry level should receive less than SW entry level employees.

- The testimony of Steve Josephson, Clinical Therapist, included the statement that the County required CT's to have a Master's degree. Further, that he had received a memo that he was to receive a bi-weekly rate of \$1,353.44 under a salary study by Arthur Young for La Crosse County, prior to investigating Union representation. The withholding of this wage increase occurred thereafter.

County Position Summarized. The County presents the following points in support of its position:

- Advancement in SW positions are determined by the Wisconsin DHSS. Also in the County there are a limited number of SW III and SW IV positions which require years of experience, a Master's degree for a SW IV and specific training in areas under state policy. Further the top level of SW positions is restricted by contract to a limited number of positions. All this is in strong contrast to the artificial progression system proposed by the Union. The Union proposal thrusts on the County to develop a policy of advancement acceptable to the Union. Thus the proposal is incomplete.

- Under the Union proposal AODA Counsellors, not involved in professional work, could advance to SW III/IV without the Social Work degree or advanced training required of Social Workers.

- The Union has no limits on numbers of AODA, CMI or EE employees who can reach the top in contrast to the limited number of SW III's and IV's.

- AODA, DD and CMI employees have positions not appropriate to the same career ladder as SW employees. County Exhibit 23 shows how few counties have accorded the above positions a career ladder like SW's.

- The County exhibits of job descriptions shows that SW's have to have superior educational attainments and extra hours of staff development.

- The Arthur Young plan cited by the Union especially in the case of Steve Josephson who believed he belonged in the maximum rate of pay range 17, does not provide for any progression to pay range maximums on a time progression only. Reaching the top step is based on merit performance.

- The Arthur Young plan of 1988 did not compensate the accreted employees at the level they are requesting.

- The Director of the Human Services Department of the County stated that while there are similarities among DD and CM Field Workers to Social Workers in assessment and planning, Social Workers are differentiated from the other employees by scope and intensity of their work and amount of technical knowledge required. A Social Worker needs to know much more and the breadth of the work is greater.

Discussion. The Union proposed system of reclassification is a major one. Generally this arbitrator holds that such reclassifications should be arrived at by mutual agreement, particularly where the new structure would considerably disturb an existing internal salary structure affecting other employees. However in this case, the arbitrator is constrained to comment further on the merits of the offers.

From a review of the position specifications, it appears to the arbitrator that DD and CMI Field Workers have professional requirements substantially equivalent to that of Social Worker I, but only to Social Worker I. The range of activities required of Social Workers II, III, and IV are substantially broader in the range of responsibilities and skills, rather than those found in the CMI and DD special types of Social Service.

The arbitrator does not believe the AODA position which admits of non-degreed employees for this reason alone should be equated with a Social Worker I position.

A scale of pay progression for DD and CMI and AODA employees might be negotiated at some time, but the tie to the progression in the SW pay ranges is barred here because of the special characteristics of SW advancement limited in part by DHSS and contract limitations. The Union proposal here does not spell out how advancement occurs, and this constitutes a major deficiency in the Union offer.

Though the County here could determine what job descriptions would be applicable to higher status of AODA, CMI and EE employees, yet the Union could have determined in its offer higher pay simply on passage of time as it did with Clinical Therapists.

As to the Clinical Therapist pay progression, the arbitrator considers the resulting pay scales not comparable. The problem cited by the County of the top CT having a pay scale exceeding a supervisor is not the determining factor here. The supervisor pay scale may need adjustment after examination. Rather the decision here is that the CT scales offered by the Union are not comparable.

In sum, the Union offer with respect to reclassification lacks comparability externally and internally, although the County offer is deficient in not raising DD and CMI employees to pay parity with the SW I position only.

XIX. OTHER FACTORS - CONTRACTING. The Union proposes to change a provision in Section 2.01 which defines the rights of management. Management has the right "to contract for work not normally performed by Social Workers....". The Union is proposing to substitute the words "bargaining unit members" for "Social Workers".

The Union by this provision is seeking to give the accreted workers the same protection under the agreement that Social Workers have.

The County states that by this provision the Union concedes that all members of the bargaining unit are not Social Workers. This concession militates against the Union request for pay parity with the accreted employees.

Discussion. The arbitrator considers the Union request for equal protection of bargaining unit members against contracting out reasonable.

XX. OTHER FACTORS - ISSUES IN THE REPLY BRIEFS. In their Reply Briefs, the parties raised issues which can be validly considered under the rubric "Other Factors". They related to contentions of inaccuracy in data selection and faulty conclusions derived from data. Among other major things, the Union contends:

- The County, although arguing against the Union proposal for advancement in the CT schedule based on five year intervals, already has such a schedule.

- The County's contention of a uniformity of internal acceptance of dental insurance rates is in error, since of 7 unions involved, 2 differ from the County proposal here, and 3 are disputing it. The County has not established internal comparisons sufficiently to use them for a decision.

- The County, although acknowledging that a CMI Field Worker does work comparable to the Voluntary Services Coordinator, proposes to pay the CMI Field Worker at a lesser rate.

- The County should not compare the pay of an AODA supervisor with a CT employee. Rather the comparison should be made between CT employees and the CT supervisors. Also it is possible that the County is underpaying its supervisory staff.

- The lump sum payment sought by the employees is a Union attempt to rectify an unfair advantage the County had when employees were accreted into the Union and could not bargain.

- The Union offer would not disrupt the collective bargaining unit. In fact Union Social Workers have supported it.

- The Union documents offered in comparison are more accurate than those of the County.

The County contends,

- The Union exhibits, particularly Union Exhibit 10, does not agree with the data found in Union Exhibits 24-47.

- The Union rationale on the CPI should not be adopted. The Union employees, for example, do not have to meet the cost of the health component in the CPI, except for a small percentage. Also the current CPI is an aberration because of the war.

- The County use of roll-ups is essentially accurate, and correct, and justified.

- The Union's calculation of percentage increases in comparable counties is not accurate because its data is not accurate.

- Longevity is not a factor in this wage issue and no linkage has been established as to why the wages under the Union offer should be increased because other comparables have longevity.

- All accreted workers received substantial increases in 1989 after accretion.

- Arbitral authorities cited by the Union do not reveal the full circumstances in which the decisions were made, and when their circumstances are known, the Union position is not supported when applied here.

- The dental insurance proposal of the County meets the test of internal comparison.

Discussion. A review of these positions taken by the parties in their Reply Briefs and cited in generalized terms here shows that some of these have been raised earlier by the parties and addressed heretofore. Others, such as placement of CMI Field Workers when compared with the Volunteer Services Coordinator, may indicate a remaining inequity if an award goes to the County offer. The most weighty issue is that as to whose data is more reliable for wage comparison. Here the arbitrator is of the opinion that the data as organized and supplied by the County is more weighty in salary comparison, and this opinion of the arbitrator has been influential in the final judgment which follows.

XXI. INTEREST AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET COSTS. As noted earlier, the County noted that a principal employer in La Crosse has gained a wage settlement which called for no raises. This was announced for April 2, 1990. (CX 33). The County also supplied an exhibit which was a news report from the La Crosse Tribune of November 3, 1990, that the nation was in a recession which was intensifying. (CX 32). The County, however, did not make an argument about its ability to meet the costs of either offer.

The arbitrator is of the opinion that the County has the financial ability to meet the costs of either offer.

As to the interests and welfare of the public, the arbitrator is of the opinion that the extensive changes proposed by the Union in reclassification especially with deficiencies in defining how progression occurs is not in the public interest, for if it were adopted, it would lead to further issues over how progression takes place.

XXII. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. No changes during the pendency of the proceedings.

XXIII. SUMMARY AND CONCLUSIONS.

1. The lawful authority of the County to meet either offer is not in question.
2. All other matters have been stipulated to by the parties.
3. The County list of ten primary comparable counties is a reasonable list.
4. The County offer in actual dollars paid for wages is reasonably comparable despite the low percentage increase.

5. As to lump sum payments for 1989 wages, the data furnished are too sparse to indicate that a catch-up situation existed in La Crosse as compared to comparable counties for the arbitrator to make a judgment. Also for the arbitrator to accept the Union proposal for lump sum payments to achieve internal parity under a previous and expired contract, such action would be innappropriate where one of the parties does not agree that the previous contract was deficient.

6. The parties did not make any direct references to the wages of other public employees generally.

7. The evidence provided by the County on the job market and economic factors in the La Crosse area provides only a slight weight to the County offer because of the meagerness of the data.

8. The health insurance percentage payments is not at issue. For dental insurance the County offer is found the more comparable because of internal comparisons.

9. The Union offer on holiday pay is the more comparable.

10. The Union offer produces a higher cost for total compensation in both years of the contract, but the parties did not provide data on total compensation costs for comparable counties.

11. The offer of the County is more comparable to the changes in the cost of living than is the Union offer.

12. With respect to reclassification, the Union offer on the whole lacks comparability externally and internally, although the County offer is deficient in not raising DD and CMI employees to pay parity with SW I positions only.

13. The Union position on contracting out is reasonable.

14. The County has the ability to meet the costs of either offer.

15. The extensive changes in reclassification proposed by the Union, especially with deficiencies in defining how progression occurs, is not in the public interest, because the changes would lead to further issues over how progression takes place.

16. No changes occurred during the pendency of the proceedings.

A review of the above conclusions reveals that major weights in dollar amounts of wages paid, the lump sum payment issue, dental insurance, cost of living, comparability and reclassification accrues to the County offer. Therefore the following Award is made.

XXIV. AWARD. The final offer of La Crosse shall be incorporated in the 1990-91 agreement between it and the La Crosse County Department of Social Services Local 2484, Wisconsin Council 40, AFSCME, AFL-CIO.

Frank P Zeidler

FRANK P. ZEIDLER
Arbitrator

Date February 26, 1991

Milwaukee, Wisconsin