

BEFORE THE ARBITRATOR

RECEIVED
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WASHINGTON COUNTY EMPLOYEES
RELATIONS COMMISSION

In the Matter of the Petition of

WASHINGTON COUNTY SOCIAL SERVICES
EMPLOYEES LOCAL 1199, AFSCME, AFL-CIO

To Initiate Arbitration
Between Said Petitioner and

WASHINGTON COUNTY
(DEPARTMENT OF SOCIAL SERVICES)

Case 85
No. 43412 INT/ARB-5543
Decision No. 26764-A

Appearances:

Mr. David White, Staff Representative, Waukesha, Wisconsin, on behalf of the Union.

Mr. Roger E. Walsh, Attorney at Law, Davis & Kuelthau, S.C., Milwaukee, Wisconsin, on behalf of the County.

ARBITRATION AWARD

Washington County Social Services Employees Local 1199, AFSCME, AFL-CIO, hereinafter referred to as the Union, and Washington County, hereinafter referred to as the County, having between November 1, 1989 and December 29, 1989, met on three occasions in collective bargaining in an effort to reach an accord on the terms of a new collective bargaining agreement to succeed an agreement, which by its terms was to expire on December 31, 1989, said agreement covered all regular full-time and regular part-time employees working twenty (20) or more hours per week, including professional employees, employed by the Washington County Department of Social Services, excluding supervisory, confidential and managerial employees. Failing to reach such an accord, the Union, on December 29, 1989 filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting the latter agency to initiate arbitration, pursuant to Sec.

111.70(4)(cm)7 of the Municipal Employment Relations Act and following an investigation conducted in the matter, the WERC, after receiving the final offers from the parties, on January 28, 1991, issued an Order wherein it determined that the parties were at an impasse in their bargaining, and wherein the WERC certified that the conditions for the initiation of arbitration had been met, and further, wherein the WERC ordered that the parties proceed to final and binding arbitration to resolve the impasse existing between them. In said regard the WERC submitted a panel of seven arbitrators from which the parties were directed to select a single arbitrator. After being advised by the parties of their selection, the WERC, on February 25, 1991, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, and to issue a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of its investigation.

Pursuant to arrangements previously agreed upon, the undersigned conducted hearing in the matter on April 15, 1991 at West Bend, Wisconsin, during the course of which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Initial and reply briefs were filed and exchanged, and an additional exhibit was received by August 3, 1991. The record was closed as of the latter date.

THE PROPOSALS IN ISSUE

In their final offers both parties propose changes in various provisions existing in their 1988-1989 collective bargaining

agreement, as follows:

Term of Agreement

Although the parties are in agreement as to the term of the successor agreement, they have included the proposed term in their final offers. Both agree that the term of the agreement shall commence on January 1, 1990 and continue up to and including December 31, 1991.

Mileage Allowance

The mileage allowance in the 1988-1989 agreement (ARTICLE XII, 11.03) provides as follows:

"Employees required to use their own automobile in the performance of their duties for the Employer shall be reimbursed for mileage at the rate established by the County Board for other County employees, or elected officials, which allowance shall no be less than twenty cents (\$.20) per mile."

Both final offers propose an increase in the rate from \$.20 to \$.22 per mile.

Health Insurance

ARTICLE XII, 12.01 of the 1988-1989 agreement, for full-time employees, the County contributed the full cost of the premiums for the single health insurance plan for the two year term of the agreement, and that for the cost of the premiums for the family health insurance plan, the County contributed up to \$200 per month effective January 1, 1988, and up to \$210 per month effective January 1, 1989. Further, the agreement provides that should the family plan premiums exceed said monthly amounts, then the employee and the County "shall split, on an equal basis, that cost in excess of said amounts". The premium costs for the year 1989 were \$105 for the

single plan, which were fully paid by the County; and \$250 for the family plan. Thus, the County paid \$210 for the family plan as well as one-half of the excess over said amount, namely \$20, resulting in the County paying \$230 per month, with the family plan employee paying the balance of \$20 per month.

As of the date of the hearing the unit consisted of some 55 employees, 8 of whom have opted not to be covered the County's health insurance plan, 21 are covered by the single plan, and 26 are covered by the family plan. Premium costs for health insurance for the years 1990 and 1991 have been already established, and two types of plans have been made available to all County employees, as follows:

<u>Plan</u>	<u>Total Monthly Premium Costs</u>	
	<u>1990</u>	<u>1991</u>
Advantage - Single	\$ 115.00	\$ 124.10
Non-Advantage - Single	126.00	136.00
Advantage - Family	275.00	297.01
Non-Advantage - Family	300.00	324.00

The Union's offer would have the County continue to pay the full monthly premium costs for the single plan for both years of the bargaining agreement. For single plan coverage the County offers to limit its monthly premium contribution to \$100 in 1990, and to \$110 in 1991. Further, the County would provide for a splitting of premium costs exceeding the above amounts, by the County and employee on an equal basis.

The offers of the parties are identical to the County's premium contributions for family coverage in both years of the agreement, namely up to \$230 per month in 1990, and up to \$250 per month in

1991. Should the premium costs exceed such amounts, the parties agree that the County and the employee would split the cost of the excess. The parties have also agreed that the "advantage" plan will be available to employees following the issuance of this arbitration award.

Insurance Cost Containment

In their final offers both parties agree that the following provisions shall be included in their 1990-1991 agreement, as a change in the County's health insurance plan, and that such change shall become effective "as soon as possible after the date of the Arbitrator's award":

- "1. Add Blue Cross-Blue Shield Cost Containment feature known as the "Advantage Program", which benefit reduction for noncompliance of 20% of covered charges to a maximum of \$500 per admission.
2. Change the maximum number of days of inpatient care for nervous and mental coverage from 70 days per year to 30 days per year."

Wage Increases

As of the date of the hearing, the following number of employees were employed in the bargaining unit, in the following classifications:

<u>Non-Professional</u>	<u>No. of Employees</u>	<u>Professional</u>	<u>No. of Employees</u>
Clerk Typist	5	Social Worker	11
Terminal Operator Senior Clerk Typist	7	Senior Social Worker	16
Homemaker	1		
Income Maintenance Worker	12		
Income Maintenance Lead Worker	3		

Attached hereto as Appendix A. is a tabulation reflecting the number of employees in the various steps in each classification as of the date of the hearing, as well as the hourly rates received by employees in said classifications, based on the 1989 wage schedule.

The offers of the parties as to the percentage of wage increases to be granted to employees in the various classifications are reflected as follows:

	<u>Effective 1/1/90</u>	<u>Effective 7/1/90</u>	<u>Effective 1/1/91</u>	<u>Effective 7/1/91</u>
Union Offer	4.0%	1.0%	4.0%	1.0%
County Offer	4.0%	-	4.0%	-

The Union's offer proposed that the "overrate differentials" of Senior Social Worker Kuhn, and Social Worker Dries, be maintained at \$1.56 per hour and \$0.25 per hour respectively, over the Step V rate of the positions occupied by them. During the course of the hearing it was established that Kuhn had retired on June 22, 1988. The County proposes to maintain the \$0.25 per hour "overrate differential" for Dries.

Appendices B. through E., attached hereto, reflect the

comparisons of the wage schedules which would be generated by the Union and County offers for the two years of the 1990-1991 collective bargaining agreement.

The Issue Before the Arbitrator

The Arbitrator must determine which of the final offers is more supported by the evidence adduced herein relating to the statutory criteria set forth in Sec. 111.70(4)(cm)7 of the Wisconsin Municipal Employment Relations Act, and therefore to be incorporated in the collective bargaining agreement between the Association and the Village.

The Statutory Criteria

Section 111.70(4)(cm)7 sets for the following criteria to be considered by the Arbitrator in an interest arbitration proceeding.

- "a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interest 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 employes performing similar services.
- e. 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 employes generally in public employment in the same community and in comparable communities.
- f. 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 employes in the private employment in the same community and 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."

The Positions of the Parties with Respect to the Statutory Criteria

The Union points out that neither party proffered evidence relating to (1) the lawful authority of the County; (2) the interests and welfare of the public; (3) the financial ability of the County to assume the monetary costs of either of the final offers involved herein; (4) data relating to any comparable private sector employees; (5) any cost of living data; or (6) any circumstances occurring during the pendency of the instant matter, which would have any significant effect. The Union claims that the only statutory criteria which "have any relevance at all" are those set forth in ss. d., e., h., and j. of Section 111.70(4)(cm)7 of MERA.

The County, in its initial and reply briefs, limits its arguments in support of its final offer to the criteria deemed material by the Union.

Positions of the Parties Relative to the "Internal Comparables"

The Union argues that the most relevant internal comparisons are the wage increases granted unilaterally by the County in January and July, 1991 to its non-represented clerical, paraprofessional and professional employees employed in various departments of the County, and that such comparisons support its final offer on wages sought for unit employees involved herein, contending that a great deal of similarity exists between the positions in the bargaining unit with those positions in the non-represented grouping. The Union points out that such increases were granted to the non-represented employees following a detailed study conducted by a consulting firm which had reviewed the County's compensation and classification plan applicable to said non-represented employees, which study was adopted and implemented by the County. According to the Union, said employees were granted a 4% increase as of January 1, 1991, and increases averaging 3.6% as of July 1, 1991.

The County, contrary to the Union, points out that any comparison with the wages, hours and working conditions of non-represented employees are not subject to collective bargaining, but are unilaterally established by the County, and that generally Arbitrators have rejected attempts by either unions and municipal employers to utilize data relating to non-represented employees.

Discussion Relating to Unrepresented Employees

Early in 1990 the County contracted with a consulting firm to review its compensation and classification plan covering some 70 job titles occupied by managerial, supervisory, and unrepresented

professional, technical and clerical type employees, and to make recommendations in regard thereto. Said firm reviewed responses to questionnaires returned by 7 manufacturing firms, 3 law firms, 4 medical care facilities, 8 counties, 2 cities, 4 villages and 5 school districts. Its recommendations included the granting of wage increases to the unrepresented employees, as well as the reclassification of various positions. Said recommendations were submitted to the County Board on October 25, 1990. On November 8, 1990 the County adopted, for the most part, said recommendations for implementation effective July 1, 1991. In said resolution the Board also implemented a 4.0% cost-of-living increase for said unrepresented employees, effective as of January 1, 1991.

As indicated earlier, herein the Union contended that no evidence was adduced during the hearing to various statutory criteria to be considered by the Arbitrator, including ss. i, relating to changes in any circumstances relating to any of said statutory criteria, during the pendency of the instant proceeding.

The record indicates that the Union, after meeting with the representatives of the County on three occasions, filed the petition initiating this proceeding in December, 1990. The County filed its final offer in April 1990. The final offer of the Union was filed by the Union on November 29, 1990, some three weeks following the County's adoption of the wage increases and wage schedules recommended by the consulting firm, applicable to its nonrepresented employees. Thus it is clear that said recommendations, as well as the County's action with regard thereto, all occurred during the

pendency of this proceeding.

The Union contends that the various unrepresented employees occupy positions requiring qualifications and duties similar to various positions occupied by unit employees. It compares the following positions:

<u>Unrepresented Positions</u>	<u>Unit Positions</u>
Program Assistant Switchboard Operator/ Receptionist Senior Switchboard Operator/ Receptionist	Clerk Typist
Account Clerk Administrative Assistant Accounting Assistant Data Processing Assistant	Senior Clerk Typist
Benefits Specialist Disability Benefits Specialist	Income Maintenance Worker Income Maintenance Lead Worker
Child Support Specialist Case Manager Mental Health Specialist Social Worker - Samaritan Youth Aide Worker	Social Worker
Psychiatric Social Worker	Senior Social Worker

The County unilaterally granted the unrepresented employees occupying the positions set forth above a 4.0% increase effective January 1, 1990, and an additional 4.0% increase effective from January 1, 1991 through June 30, 1991. Following the adoption of the

study affecting unrepresented employees, the County unilaterally implemented further increases to said employees, effective from July 1, 1991 through December 31, 1991.

Prior to July 1, 1991 certain unrepresented employee classifications in the group claimed comparable by the Union were included with other such classifications in the same pay ranges. As a result of the implementation of the study, changes were inaugurated, resulting in the movement of certain of said classifications to various pay ranges, indicated as follows:

<u>Classification</u>	<u>Pay Range Prior to 7/1/91</u>	<u>Pay Range After 7/1/91</u>
Program Assistant	2	H-2
Switchboard Operator/Receptionist	2	H-2
Senior Switchboard Operator/ Receptionist	3	H-2
Account Clerk	5	H-4
Administrative Secretary	5	H-5
Accounting Assistant	6	H-6
Data Processing Assistant	6	H-4
Benefits Specialist	6	H-4
Disability Benefits Specialist	6	H-4
Child Support Specialist	10	E-2
Case Manager	10	E-2
Mental Health Specialist	10	E-3
Social Worker - Samaritan	10	E-2
Youth Aide Worker	11	E-3
Psychiatric Social Worker (Hired After 1/1/81)	16	E-3
(Hired Prior To 1/1/81)	16a	E-4

The following tabulation sets forth the various wage and salary rates in the pay range schedules in effect from 1/1/91 through 6/30/91:

<u>Range</u>	<u>Hire</u>	<u>6 months</u>	<u>18 months</u>	<u>30 months</u>
2	\$ 6.07	\$ 6.33	\$ 6.60	\$ 6.90
3	6.60	6.90	7.30	7.73
5	7.28	7.59	8.08	8.40
6	7.59	8.08	8.53	8.98
10	9.88	10.50	11.09	11.65
11	10.50	11.09	11.65	12.41
16	13.62	14.28	15.01	15.75
16a	x	x	x	16.30

The following tabulation reflects the various pay range schedules, in effect from 7/1/91 at least through 12/31/91, applicable to the instant non-represented classifications noted above:

<u>Range</u>	<u>Hire</u>	<u>6 months</u>	<u>18 months</u>	<u>30 months</u>
H-2	\$ 6.64	\$ 6.91	\$ 7.18	\$ 7.45
H-4	7.61	7.92	8.23	8.51
H-5	8.09	8.42	8.75	9.08
H-6	8.57	8.92	9.27	9.62
E-2	10.94	11.38	11.82	12.26
E-3	12.13	12.62	13.10	13.99
E-4	13.31	13.85	14.38	14.92

<u>Range</u>	<u>42 months</u>	<u>54 months</u>	<u>66 months</u>	<u>78 months</u>
H-2	\$ 7.72	\$ 7.99	\$ x	x
H-4	8.85	9.15	x	x
H-5	9.41	9.73	x	x
H-6	9.97	10.32	x	x
E-2	12.70	13.14	13.58	14.22
E-3	14.08	14.57	15.05	15.54
E-4	15.45	15.99	16.52	17.06

As a result of the implementation of the pay plan effective July 1, 1991, the unrepresented employees occupying the various classifications, claimed comparable by the Union to unit employees, received additional wage and salary increases over and above the 4.0% granted to them on January 1, 1991.

Attached hereto, as Appendices F through J, are tabulations reflecting wage and salary schedules at the "Minimum" (Hire) and

"Maximum" steps applicable to the classifications of the non-represented positions compared to the schedules, which would be generated by the offers of the Union and the County, applicable to claimed comparable unit employees for the 1990 and 1991 years of their collective bargaining agreement.

Employees of the County in Other Represented
Bargaining Units as Internal Comparisons

Building Service Employees, Local 150, representing non-professional employees employed in the Samaritan Nursing Home, operated by the County, and the County reached an accord on the terms of their 1990-1991 bargaining agreement, wherein the percentage of wage increases granted to said employees as of January 1 of each of said years are as follows:

<u>1990</u>	<u>1991</u>
Increases ranging from 2.7% to 3.0%, with 3.0% for Nursing Assistants, who constitute a majority of the employees in said unit.	Increases ranging from 2.6% to 3.6%, with 2.9% applicable to Nursing Assistants.

Teamsters Local 200 and the County proceeded to interest arbitration with respect to the employees of the Highway Department. The award therein resulted in the granting of a 4.0% increase to the blue collar workers therein effective July 1, 1989, and an additional 4.0% effective July 1, 1990.

The agreement applicable to the blue collar employees in the Parks Department, also represented by Teamsters, for the year 1990 was negotiated by the parties. Said agreement granted the employees an increase of 3.5% for that year. Their negotiations for the year 1991 has not as yet produced an agreement.

The Washington County Deputy Sheriff's Association, representing law enforcement personnel in the Sheriff's Department, and the County negotiated increases of 4.0% for each of the two years of 1990 and 1991.

The Position of the County

The County cites various interest arbitration awards in support of its claim that Arbitrators generally grant significant weight to patterns of internal wage comparisons with other represented employees of the municipal employer involved. It contends that its wage offer to the instant unit employees is equitable and consistent with the increases granted to its employees in the four remaining represented bargaining units.

The Position of the Union

The Union claims that there exists little similarity between the employee classifications in the Social Services Department unit and those classifications in the four represented units, calling attention to the fact that there are no clerical, paraprofessional, or professional positions in said four units. Thus, the Union argues that "it is virtually impossible to draw reasonable conclusions regarding appropriate wage rates from comparisons of wage levels among such disparate types of employees. The Union also contends no consistent internal wage patterns have been developed for 1990 and 1991 for the represented employees. The Union acknowledges that its offer would provide the instant unit employees "with the highest lift of any County employees in 1990, the 1991 lift offered by the Union is lower than that provided to the non-represented employees", and

"taking the two years together, the Union's offer is well within the range of the increases provided other Washington County employees over the same period of time".

Conclusion as to the More Appropriate Internal Comparisons

It is clear to the undersigned that the product of the consulting firm involving the unrepresented employees resulted in more than recommending across the board increases to said employees. Rather, it reclassified certain of the positions, and it further expanded the pay schedules for both nonprofessional, as well as professional positions. The instant proceeding involves offers pertaining to across the board increases to the employees involved, rather than to reclassification and to the expansion of pay ranges. The arbitrator acknowledges that the employees in the four represented bargaining units perform tasks dissimilar to those performed by the employees in the instant unit, and that they are not clerical, paraprofessional or professional employees. However, such differences do not disqualify said employees from being the most comparable internal comparisons. The significant factor for comparability purposes, as far as wage increases are concerned, are the percentage increases applicable to said employees for the periods involved. The percentage of the increases granted to the employees in the four represented bargaining units are more consistent with the offer of the County, rather than with the offer of the Union.

Based upon the above, the Arbitrator concludes that the more appropriate internal comparables are the employees in the County's four represented bargaining units, rather than the unrepresented

employees of the County.

The Issue as to the Appropriate External Comparables
Claimed More Appropriate by the Parties

The Position of the Union

The Union proposes an external group consisting of the Counties of Dodge, Fond du Lac, Manitowoc, Outagamie, Ozaukee, Sheboygan, Walworth, Waukesha and Winnebago, as compared to the County's proposed group consisting of Dodge, Fond du Lac, Ozaukee, Sheboygan and Waukesha, all bordering Washington County. The Union acknowledges that in the three previous interest arbitration award proceedings involving the Department of Social Services there was little, if any, dispute over the external comparable grouping of the latter five counties, and that the Arbitrators involved therein utilized said grouping as the more comparable. Said awards were issued in June 1982, November 1984, and January 1986. The Union also acknowledges that said five counties constituted the more appropriate external comparisons in the interest arbitration proceedings involving the Sheriff's Department in December 1979, and the Highway Department in May 1990.

The Union argues that the past utilization of the five county pool does not forever establish its continued utilization. It contends that it is too small a pool to be particularly useful. Further, the Union points out that all of the counties¹ in its proposed pool, were, at the recommendation of the County, included in the sources contacted by the firm which conducted the survey and the

¹ Sheboygan County did not respond to the survey.

recommendation with respect to the unrepresented employees. Therefore, the Union contends that "it would be inappropriate not to use the same list of counties in this case as was used by the County in its wage study", and that the positions subject to the study "have a high degree of similarity" to the positions represented by the Union.

The Union opines that the five member pool proposed by the County does not provide sufficient data relating to the year 1991, pointing out that Fond du Lac has not as yet an agreement covering social service department employees for 1991, and that no agreement as yet is in effect for that year covering the social worker positions in Sheboygan County.

The Position of the County

The County cites awards and rational therein issued by various arbitrators who have refused to disturb the pool of external comparables once they have been established in previous cases, and that such previous pools should not be abandoned without a good and sufficient cause. The County points out that the representatives of the Union and the County have agreed to use said five member pool in their bargaining for the past ten years, as well as in the previous three interest arbitration proceedings involving its Department of Social Services employees. It urges the Arbitrator to utilize its proposed five county pool as the more comparable external comparison.

Discussion

With respect to the Union's argument that no agreements have been reached for 1991 in Fond du Lac (for similar unit employees) and

in Sheboygan in 1991 (for the professional social workers), it should be noted that of the additional four counties which the Union would add to the comparable pool, the counties of Manitowoc and Winnebago, also have not entered into collective bargaining agreements covering the year 1991.

After considering the material facts and the arguments of the parties, the Arbitrator concludes that the Union has not established any meaningful justification for this Arbitrator to abandon the five county pool proposed by the County, and it is deemed to be the more appropriate external comparable grouping for consideration in this proceeding.

The Issue as to Wage Increases

Both parties prepared and submitted evidence obtained from the collective bargaining agreements existing between the five counties and the unions representing their employees who are in the employ of their various social services departments. As noted previously, there does not exist such an agreement for such employees employed by Fond du Lac County for the year 1991. While the non-professional employees of Sheboygan County are covered for both 1990 and 1991, no agreement has been executed for 1991 covering the professional social workers employed by Sheboygan.

It should also be noted that the County submitted evidence comparing both the minimum and maximum rates of its social service department employees, namely Clerk Typist, Senior Clerk Typist, Income Maintenance Worker, Income Maintenance Lead Worker, Social Worker and Senior Social Worker. While it did not present such a

tabulation of its Homemaker position for 1990 and 1991, the Arbitrator has done so, since there is one employee presently occupying that position.

The Union, in its brief, submitted tabulations comparing the impact of the two offers herein with only the maximum rates of pay applicable to the various positions in said five counties, as portion of its evidence applicable to the nine county pool proposed by the Union.

As to the wage rate comparisons with Fond du Lac County, the 1989 and 1990 agreements covering social service department employees granted two increases during said years, the first effective as of January 1, and the second, effective in the mid-year. The Union utilized the latter rate for comparison purposes, rather than the average rate for each of said years.

As to the Sheboygan County, the agreements for the employees involved, in addition to the wage rate schedules set forth in the pertinent agreements, also contained a provision providing longevity increases as follows:

<u>Year of Service</u>	<u>Percentage Above Hourly Base Pay</u>
5	2.5%
10	5.0%
15	7.5%
20	10.0%
25	12.5%

The Union adduced no evidence to reflect the number of employees

who were receiving longevity pay in Sheboygan.²

The Position of the Union

The Union limits its comparative analysis to only the maximum rates paid in 1990 and 1991 by the 9 counties in its claimed appropriate external comparison grouping to the employees performing tasks similar to employees of the County occupying the classifications of Clerk Typist, Senior Clerk Typist, Homemaker, Income Maintenance Worker, Social Worker and Senior Social Worker, emphasizing that the maximum rate "represents where most employees will be at any given time in most classifications", and that "it also represents the best measure of what the parties negotiated as the appropriate wage rate for any given classification". It indicates that a starting rate analysis will usually result in similar conclusions. The Union claims that virtually in every position the employees in the instant unit are significantly behind the average of its 9 county grouping and that the unit employees are therefore entitled to catch up. It characterizes that many of the classifications are "hovering near the bottom of the pack", and that the County's offer "generally serves to magnify the difference between the County rate and the average, whereas the Union's offer generally serves to reduce these differences -- or at least lessens the degree to which employees fall still further behind". The Union contends that its offer results in wage rates that better reflect the rates paid to comparable employees in comparable counties, and

² It is to be noted that the expired agreement between the parties provided for longevity increases, and neither party has proposed a deletion of that provision in their 1990-1991 agreement.

therefore is preferable to the County's offer.

The Position of the County

The County claims that its offer on wages maintains a consistent position for every job classification, and often improves its rank among the comparable counties. It cites an improvement in rank at the minimum and maximum rates of the Clerk Typist and Social Worker, at the minimum rate of the Senior Social Worker, and also at the maximum rate of the Senior Clerk Typist. It contends that the County's rank does not worsen in any of the other classifications at their minimum and/or maximum rates.

The County also argues that, except for Dodge County, the average increases of its comparable county grouping ranges from 3.7% to 4.0% in 1990 and 1991, and that therefore its offer compares favorably with rates already in effect for social service employees in comparable counties.

Discussion

The tabulations produced by the parties as exhibits, and appearing in their briefs, establishing their versions of the wage increases granted by the comparable counties, and the comparisons which would be generated by their respective offers, in dollars and percentages, as well as in rankings, are not in agreement as to the data so adduced and/or produced by them. Therefore the Arbitrator has found it necessary to prepare his own calculations, by examining the collective bargaining agreements in existence in the five more comparable counties.

Attached hereto as Appendices K-1 through K-7 are tabulations

reflecting the hourly rates of pay at the minimum and maximum steps, applicable to social service department employees occupying the position of Clerk Typist (CT), Senior Clerk Typist (SCT), Homemaker (H), Income Maintenance Worker (IMW), Income Maintenance Lead Worker (IMLW), Social Worker (SW) and Senior Social Worker (SSW), or employees performing similar work in other titled classification, employed by the counties in the grouping deemed by the Arbitrator to be the more comparable for external comparisons, compared with the hourly rates of pay at the minimum and maximum steps in the schedule in effect in the County during 1989, and with the hourly rates at said steps, which would be generated for 1990 and 1991 by the offers of the parties. Said tabulations also reflect percentage increases, as well as ranking, which would result from the offers herein.

The County's offer would generate a consistent 8.0% two year total increase to employees in all seven of the classifications, at both the minimum and maximum steps. The Union's offer would generate a two year total of 9.6% to employees in all of said classifications at the minimum step, and at the maximum step - the classifications of Clerk Typist and Senior Social Worker would receive a 9.5%; the classifications of Senior Clerk Typist, Homemaker, Income Maintenance Worker, and Social Worker would receive 9.6%; and those classified as Income Maintenance Lead Worker would receive an increase of 9.7%. Three of the counties in the five county grouping have reached an accord on their 1990 and 1991 agreements covering all seven classifications. Sheboygan County has reached a two year agreement on all classifications, except the professional Social Workers, where

there exists an agreement only for 1990. Fond du Lac County has an existing agreement for only 1990, on all seven classifications.

The following reflect the two year total percentage increases granted to the employees in the various classifications in the counties indicated:

<u>Class.</u>	<u>Dodge</u>		<u>Ozaukee</u>		<u>Sheboygan</u>		<u>Waukesha</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
CT	13.3	11.1	8.0	7.8	8.8	8.0	8.0	8.1
SCT	12.8	10.8	8.0	8.1	8.0	8.0	8.0	7.9
H	6.4	10.4	8.0	8.1	8.0	7.9	8.2	7.9
IMW	16.0	13.6	8.1	8.0	8.0	8.0	7.7	8.0
IMLW	18.4	16.4	8.1	8.0	8.0	8.0	8.1	8.1
SW	13.6	5.9	8.0	8.0	NS	NS	8.0	8.0
SSW	9.6	8.8	8.0	8.0	NS	NS	7.6	7.9

The one year agreements at Fond du Lac and Sheboygan reflect the following:

<u>Class.</u>	<u>Fond du Lac</u>		<u>Sheboygan</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
CT	3.5	3.5	-	-
SCT	3.5	3.5	-	-
H	-	-	-	-
IMW	3.5	3.6	-	-
IMLW	3.5	3.6	-	-
SW	3.5	3.4	4.0	4.0
SSW	3.5	3.5	4.0	4.0

It should be noted that in Sheboygan County a local of AFSCME represents non-professional employees in its Social Services department in a unit including other non-professional employees of that county, while the professional social workers are included with other professionals in another unit, represented by a different local of AFSCME.

It is obvious that something out of the ordinary occurred at Dodge County. It is further obvious that the percentage increases

granted to Dodge County employees have an extraordinary impact on the five county averages. Neither party adduced any evidence which assists the Arbitrator in evaluating the inconsistencies in the percentage increases granted to the Dodge County employees in the two year period employed in the classifications noted. At the minimum step the increases range from 6.5% to 18.4%, while at the maximum, increases range from 5.9% to 16.4%. None of the seven classifications, at either step, share the same percentage increase. Such variable increases are not characteristic of usual across the board increases, but rather suggest the results of a reclassification of the various positions involved, somewhat similar to the July 1, 1991 results relating to the County's non-represented employees.

The following tabulation reflects the average percentage increases granted by the collective bargaining agreements in existence in the five comparable counties for 1990 and 1991 at the minimum and maximum steps of the seven classifications involved:

	1990		1991	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Dodge	7.49	7.51	5.39	4.79
Fond du Lac	3.53	3.53	-	-
Ozaukee	4.03	4.01	4.00	3.99
Sheboygan	3.96	3.99	4.02*	4.00*
Waukesha	3.97	3.97	3.97	4.01

*Non-professional classifications only.

The offer of the Union generates percentage increases closest to the percentage increases granted in Dodge County, while the offer of the County generates percentage increases closest to the increases granted in the four remaining counties. There is no doubt that the

increases in Dodge County have skewed the average increases granted by the five counties. Be that as it may, the data reflected in the pertinent appendices produces the following comparisons pertaining to the percentage increases which would be generated by the two offers herein:

Class.	1990 - Minimum Step			1990 - Maximum Step		
	Average Comparable Counties	Union Offer	County Offer	Average Comparable Counties	Union Offer	County Offer
CT	4.7	4.6*	4.0	4.4	4.5*	4.0
SCT	4.6	4.6*	4.0	4.4	4.5*	4.0
H	3.6	4.5	4.0*	4.7	4.5*	4.0
IMW	4.5	4.5*	4.0	4.3	4.6t	4.0t
IMLW	5.2	4.5*	4.0	4.9	4.6*	4.0
SW	5.1	4.6*	4.0	3.7	4.5	4.0*
SSW	4.5	4.5*	4.0	4.2	4.5	4.0*

Class.	1991 - Minimum Step			1991 - Maximum Step		
	Average Comparable Counties	Union Offer	County Offer	Average Comparable Counties	Union Offer	County Offer
CT	4.5	5.0t	4.0t	4.2	5.0	4.0*
SCT	4.3	5.0	4.0*	4.1	5.1	4.0*
H	4.1	5.1	4.0*	3.9	5.1	4.0*
IMW	5.1	5.1*	4.0	4.9	5.0*	4.0
IMLW	5.1	5.1*	4.0	4.9	5.1*	4.0
SW	3.9	4.6	4.0*	3.6	5.1	4.0*
SSW	3.6	5.1	4.0*	3.5	5.0	4.0*

* - Closest to average t - both equally close to average

Thus, over the two year period, the Union's offer at the minimum and maximum steps of the seven classifications is closest to the average at 14 of the steps, compared to the County's offer being closest at 12 steps, with a tie existing at two steps. This margin is not significant.

The following reflects the ranking of the County with the comparable counties in 1989, as well as the rankings which would

result from each of the offers:

Class.	Minimum Step					Maximum Step				
	1990			1991		1990			1991	
	1989 CBA	Union Offer	Cty. Offer	Union Offer	Cty. Offer	1989 CBA	Union Offer	Cty. Offer	Union Offer	Cty. Offer
CT	5/6	5/6	5/6	4/5	4/5	4/6	4/6	4/6	3/5	3/5
SCT	4/6	4/6	4/6	4/5	4/5	5/6	5/6	5/6	3/5*	4/5
H	4/5	4/5	4/5	4/5	4/5	4/5	4/5	4/5	4/5	5/5
IMW	2/6	2/6	2/6	2/5	2/5	3/6	3/6	3/6	2/5*	3/5
IMLW	1/6	1/6	1/6	1/5	1/5	1/6	1/6	1/6	1/5	1/5
SW	3/6	3/6	3/6	2/4	2/4	6/6	6/6	6/6	4/4	4/4
SSW	3/6	3/6*	4/6	2/4	2/4	3/6	3/6	3/6	3/4	3/4

* The Union's offer would increase the ranking by one over the County's offer at the step and classification indicated.

Despite the slight edge of the Union's offer, when compared to the five county average in percentage increases during 1990 and 1991, the Arbitrator cannot endorse the favoring of the Union's offer over that of the County's offer, primarily because of increases granted to the Dodge County employees, primarily for the year 1990, where the percentage of increases at the minimum and the maximum steps of the seven employee classifications were 2.62% and 2.63% above the average of such increases by the remaining four counties in said five county grouping. Nor does the slight edge in ranking improvements produced by the Union's offer provide any significant basis for accepting the Union's offer, under such circumstances.

Based on the comparables, both the internal and external determined to be the more appropriate, the Arbitrator concludes that the County's offer on wage increases is favored over that of the offer of the Union.

The Issue As To Single Plan Health Insurance Premiums

Position of the Union

The Union contends that the County, by its offer proposing a dollar cap on its contribution toward the payment of premiums of the single health insurance plan is "attempting to make a significant change in the status quo". It cites interest arbitration awards wherein arbitrators have been reluctant to do so, without a quid pro quo therefore. It argues that the County has failed to establish that quid pro quo, and, further, it has failed to demonstrate a need for the change.

The Union claims that internal comparisons with regard to single plan premium pick up by the County are not effective since the practice is not consistent, and therefore not supportive of the County's offer. As to external comparisons, the Union points out that only three of the five counties in the County's comparables contribute to single plan premium costs, while the others do not.

Position of the County

The County indicates that there is an existing trend abandoning the requirement that employers pay the full premium costs for health insurance, and that more and more employers are requiring their employees to share therein. It contends that arbitrators have looked favorably on internal comparisons in determining issues involving the payment of such premium costs, citing various awards in support thereof. It points out that both its represented and non-represented employees, covered by both single and family health insurance, all contribute toward the costs for single and family coverage. It

argues that said internal comparisons should control in favor of its offer. It claims that four of its five comparable counties, per their collective bargaining agreements, require single plan coverage employees to contribute to the cost of the premiums.

Discussion

Pursuant to the terms of the expired bargaining agreement, the County paid the entire premium for single plan health insurance. During 1989 the monthly premium therefore totalled \$105. Also under said agreement, the County paid a total of \$230 per month toward the family plan premium, with the employee paying the balance of \$20. Thus, family plan employees assumed 8.0% of premium cost, while single employees assumed no part of the cost.

Since the parties have agreed that the "Advantage" health insurance plan will not be available to employees until after the issuance of this award, and since the term of the agreement resulting from this award will have less than five months before it expires, the Arbitrator will limit his discussion to the non-advantage plan, which has been in effect since at least January 1, 1990.

Single and family plan premium costs have already been established for the two year term of the bargaining agreement involved herein. Monthly premium costs for single plan total \$126 in 1990, and \$136.09 in 1991. The Union's offer requires the County to pay the full cost thereof for the two years of the agreement. The County's offer requires the County to pay, in 1990, the sum of \$113, and in 1991, the sum of \$123.045 per month, while the single employee would pay \$13 in 1990 and \$13.045 in 1991. Thus, for 1990 the

employee's percentage contribution to the monthly premium costs amounts to 10.3%, and to 9.9% in 1991.

The parties are in agreement as to the pick up of a portion of the premium costs by those employees covered by the family coverage plan. In 1990 the latter employees will contribute a sum equal to 11.7% of the premium cost, while in 1991, to 11.4% of such cost.

With respect to the "status quo - quid pro quo" argument put forth by the Union, the question arises as to the factor or factors to be considered in evaluating same. Under the expired agreement the County contributed "the full cost of the single health insurance plan". The cost in 1989 was \$105 per month, paid entirely by the County. The full monthly premium cost has risen in 1990 to \$126, and in 1991 to \$136.09. Under the County's offer, the costs to the County rises to \$113 in 1990, and to \$123.045 in 1991, despite the fact that the single plan employee would be contributing \$13 during 1990, and \$13.045 during 1991.

It is apparent to the undersigned that the sharing of premium costs by single plan employees relates to an economic issue. It impacts on the total earnings of the employee, as well as to the cost of fringes to the County. As of the date of the hearing, twenty one employees were covered by the single insurance plan. Should the County's offer prevail, the County would realize a savings, in the cost of fringes, of \$3,276 in 1990, and \$3,287.34 in 1991 in single plan premium costs. On the other hand, each single employee would be required to contribute the sum of \$156 in 1990, and \$156.54 in 1991.

At least during the two year term of the expired agreement

family plan employees have been contributing to the cost of their insurance premiums, while single plan employees have not. The contribution of each family plan employee amounted to a total of \$240 for the 1989 year.

Contending that the rising premium costs does not impact on the status quo is almost tantamount to the County proposing an argument that unit employees should not request an increase in wages unless the Union establishes a quid pro quo for same. On the basis of the above, the status quo argument, standing alone, does not persuade the Arbitrator to favor the Union's offer on this issue.

As to the internal comparisons, the represented, as well as the non-represented, single plan employees made contributions to health insurance premiums in 1990 and 1991 as follows:

Premium <u>Unit</u>	<u>Nature of Plan</u>	Monthly Single Plan Payments By Employees	
		<u>1990</u>	<u>1991</u>
Highway	Advantage	\$ 7.50	\$ 9.60
Samaritan	Non-Advantage	15.50	18.05
Deputy Sheriff	Advantage	7.50	7.10
Parks	Advantage	10.00	9.60
Non-Represented	Advantage	7.50	7.10
Social Services	Non-Advantage		
Union Offer		- 0 -	- 0 -
County Offer		13.00	13.045

If the advantage plan could have been made available to single plan employees of the two years of the instant agreement, each employee would have contributed the sum of \$7.50 in 1990, and \$7.10 in 1991. The County's contribution would require a monthly contribution of \$107.50 in 1990 and \$117.10 in 1991.

It is patently clear that the internal comparisons support the offer of the County.

With respect to the external comparables, the data relating to the five comparable counties with respect to contributions by employees to health insurance premiums is as follows:

Dodge County - One plan available to employees. Both single and family plan employees each contribute 5% of the total premium costs for 1990 and 1991.

Fond du Lac County - Two plans available to employees. Under Plan A, with a \$100 deductible, single plan employees in 1990 contribute 4.6% of the total premium cost in 1990, and 10% of such cost in 1991. Family plan employees contribute 6.4% of the 1990 premium cost, and 10% thereof in 1991.

Plan B, with no deductible, Single family plan employees contribute 20% in 1990, and 25% in 1991. Family plan employees contribute 22% in 1990, and 25% in 1991.

Ozaukee County - Three plans available to employees. Under all three plans, with varying premiums, both single and family plan employees each contribute 5% of the full premium costs for both 1990 and 1991.

Sheboygan County - One plan. The County pays the full premium costs for both single and family plan employees for both 1990 and 1991.

Waukesha County - Three plans. Plan A, identified as a traditional plan - both single and family plan employees contribute 10% of the premium costs for 1990 and 1991. The contribution made by single plan employees for 1990 is a monthly contribution of \$18.80 in 1990, and \$22.05 per month in 1991. Family plan employees contribute monthly payments of \$52.51 in 1990, and \$61.59 in 1991.

Plan B, Minimum HMO Costs and Plan B, Maximum HMO Costs, require no contributions from either single or family plan employees for 1990 and 1991.

Based on the above, the Arbitrator is satisfied that a majority of the health insurance plans available to the employees covered by collective bargaining agreements in the employ of the social service departments of the above five counties are partially paid for by premium contributions by both single and family plan employees

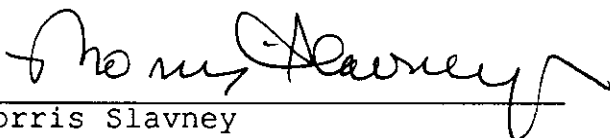
covered by health insurance. On the basis of the above, the undersigned is satisfied that said external comparisons, like the internal comparisons, support the offer of the County relating to premium contributions by single plan employees.

Having considered the statutory criteria, the evidence and arguments presented by the parties, the Arbitrator, based on the above and foregoing, concludes that the offer of the County should be favored over the offer of the Union, and in that regard the Arbitrator makes and issues the following

Award

The County's offer is to be incorporated in the 1990-1991 collective bargaining agreement between the parties, along with those provisions agreed upon during their negotiations, as well as along with those provisions in their expired agreement which they agreed were to remain unchanged.

Dated at Madison, Wisconsin this 20th day of August 1991.



Morris Slavney
Arbitrator

Wage Rates - 1/1/89 - 12/31/89

<u>Classification</u>	<u>Step I Hire</u>	<u>Step II 6 Mos.</u>	<u>Step III 18 Mos.</u>	<u>Step IV 30 Mos.</u>	<u>Step V 42 Mos.</u>	<u>Step VI 54 Mos.</u>
Clerk Typist	5.71 (0)	6.26 (3)	6.69 (1)	6.85 (0)	7.05 (1)	
Terminal Operator Senior Clerk Typist	6.47 (0)	6.69 (0)	6.85 (0)	7.05 (1)	7.31 (1)	7.57 (5)
Homemaker	6.58 (0)	6.78 (0)	7.05 (0)	7.31 (0)	7.52 (0)	7.79 (1)
Income Maintenance Worker	7.28 (1)	7.50 (3)	7.73 (0)	8.01 (1)	8.28 (0)	8.55 (7)
Income Maintenance Lead Worker	9.40 (1)	9.67 (2)				
Social Worker	9.38 (2)	9.74 (1)	10.44 (0)	10.93 (0)	11.37 (7)	
Senior Social Worker	11.44 (1)	11.93 (4)	12.77 (4)	13.23 (0)	13.67 (7)	
<u>Overrate Classification</u>						
Kuhn, Senior Social Worker	15.23 (0)					
Dries, Social Worker	11.62 (1)					

The figures in () represent the number of employees employed at the various steps in each of the classifications, as of the date of the hearing herein.

Wage Rates 1/1/90 - 6/30/90

<u>Classification</u>	<u>Step I Hire</u>	<u>Step II 6 Mos.</u>	<u>Step III 18 Mos.</u>	<u>Step IV 30 Mos.</u>	<u>Step V 42 Mos.</u>	<u>Step VI 54 Mos.</u>
Clerk Typist						
Union Offer	5.94	6.51	6.96	7.12	7.33	
County Offer	5.94	6.51	6.96	7.12	7.33	
Terminal Operator						
Senior Clerk Typist						
Union Offer	6.73	6.96	7.12	7.33	7.60	7.87
County Offer	6.73	6.96	7.12	7.33	7.60	7.87
Homemaker						
Union Offer	6.84	7.05	7.33	7.60	7.82	8.10
County Offer	6.84	7.05	7.33	7.60	7.82	8.10
Income Maintenance Worker						
Union Offer	7.57	7.80	8.04	8.33	8.61	8.89
County Offer	7.57	7.80	8.04	8.33	8.61	8.89
Income Maintenance Lead Worker						
Union Offer	9.78	10.06				
County Offer	9.78	10.06				
Social Worker						
Union Offer	9.76	10.13	10.86	11.37	11.82	
County Offer	9.76	10.13	10.86	11.37	11.82	
Senior Social Worker						
Union Offer	11.90	12.40	13.28	13.76	14.22	
County Offer	11.90	12.40	13.28	13.76	14.22	
<u>Overrate Classification</u>						
Dries, Social Worker						
Union Offer	12.07					
County Offer	12.07					

Wage Rates 7/1/90 - 12/31/90

<u>Classification</u>	<u>Step I Hire</u>	<u>Step II 6 Mos.</u>	<u>Step III 18 Mos.</u>	<u>Step IV 30 Mos.</u>	<u>Step V 42 Mos.</u>	<u>Step VI 54 Mos.</u>
Clerk Typist						
Union Offer	6.00	6.58	7.03	7.19	7.40	
County Offer	5.94	6.51	6.96	7.12	7.33	
Terminal Operator						
Senior Clerk Typist						
Union Offer	6.80	7.03	7.19	7.40	7.68	7.95
County Offer	6.73	6.96	7.12	7.33	7.60	7.87
Homemaker						
Union Offer	6.91	7.12	7.40	7.68	7.90	8.18
County Offer	6.84	7.05	7.33	7.60	7.82	8.10
Income Maintenance Worker						
Union Offer	7.65	7.88	8.12	8.41	8.70	8.98
County Offer	7.57	7.80	8.04	8.33	8.61	8.89
Income Maintenance Lead Worker						
Union Offer	9.88	10.16				
County Offer	9.78	10.06				
Social Worker						
Union Offer	9.86	10.23	10.97	11.48	11.94	
County Offer	9.76	10.13	10.86	11.37	11.82	
Senior Social Worker						
Union Offer	12.02	12.52	13.41	13.90	14.36	
County Offer	11.90	12.40	13.28	13.76	14.22	
<u>Overrate Classification</u>						
Dries, Social Worker						
Union Offer	12.19					
County Offer	12.07					

Appendix C.

Wage Rates 1/1/91 - 6/30/91

<u>Classification</u>	<u>Step I Hire</u>	<u>Step II 6 Mos.</u>	<u>Step III 18 Mos.</u>	<u>Step IV 30 Mos.</u>	<u>Step V 42 Mos.</u>	<u>Step VI 54 Mos.</u>
Clerk Typist						
Union Offer	6.24	6.84	7.31	7.48	7.70	
County Offer	6.18	6.77	7.24	7.40	7.62	
Terminal Operator						
Senior Clerk Typist						
Union Offer	7.07	7.31	7.48	7.70	7.99	8.27
County Offer	7.00	7.24	7.40	7.62	7.90	8.18
Homemaker						
Union Offer	7.19	7.40	7.70	7.99	8.22	8.51
County Offer	7.11	7.33	7.62	7.90	8.13	8.42
Income Maintenance Worker						
Union Offer	7.96	8.20	8.44	8.75	9.05	9.34
County Offer	7.87	8.11	8.36	8.66	8.95	9.25
Income Maintenance Lead Worker						
Union Offer	10.28	10.57				
County Offer	10.17	10.46				
Social Worker						
Union Offer	10.25	10.64	11.41	11.94	12.42	
County Offer	10.15	10.54	11.29	11.82	12.29	
Senior Social Worker						
Union Offer	12.50	13.02	13.95	14.46	14.93	
County Offer	12.38	12.90	13.81	14.31	14.79	
<u>Overrate Classification</u>						
Dries, Social Worker						
Union Offer	12.67					
County Offer	12.54					

Wage Rates 7/1/91 - 12/31/91

<u>Classification</u>	<u>Step I Hire</u>	<u>Step II 6 Mos.</u>	<u>Step III 18 Mos.</u>	<u>Step IV 30 Mos.</u>	<u>Step V 42 Mos.</u>	<u>Step VI 54 Mos.</u>
Clerk Typist						
Union Offer	6.30	6.91	7.38	7.55	7.78	
County Offer	6.18	6.77	7.24	7.40	7.62	
Terminal Operator						
Senior Clerk Typist						
Union Offer	7.14	7.38	7.55	7.78	8.07	8.35
County Offer	7.00	7.24	7.40	7.62	7.90	8.18
Homemaker						
Union Offer	7.26	7.47	7.78	8.07	8.30	8.60
County Offer	7.11	7.33	7.62	7.90	8.13	8.42
Income Maintenance Worker						
Union Offer	8.04	8.28	8.52	8.84	9.14	9.41
County Offer	7.87	8.11	8.36	8.66	8.95	9.25
Income Maintenance Lead Worker						
Union Offer	10.38	10.68				
County Offer	10.17	10.46				
Social Worker						
Union Offer	10.35	10.75	11.52	12.06	12.54	
County Offer	10.15	10.54	11.29	11.82	12.29	
Senior Social Worker						
Union Offer	12.62	13.15	14.09	14.60	15.08	
County Offer	12.38	12.90	13.81	14.31	14.79	
<u>Overrate Classification</u>						
Dries, Social Worker						
Union Offer	12.79					
County Offer	12.54					

Unrepresented Positions - Program Assistant; Switchboard Operator/Receptionist

Applicable Wage Schedules

<u>1/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>54 Mos Max Rate</u>
\$ 5.84	\$ 6.63	\$ 6.07	\$ 6.90	\$ 6.64	\$ 7.99

Unit Position - Clerk Typist

Proposed Wage Schedules

	<u>1/1/90 - 6/30/90</u>		<u>7/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>
Union Offer	\$ 5.94	\$ 7.33	\$ 6.00	\$ 7.40	\$ 6.24	\$ 7.70	\$ 6.30	\$ 7.78
County Offer	\$ 5.94	\$ 7.33	\$ 5.94	\$ 7.33	\$ 6.18	\$ 7.62	\$ 6.18	\$ 7.62

Unrepresented Positions

Applicable Wage Schedule

	<u>1/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>Max Rate</u>	<u>Hire Rate</u>	<u>Max Rate</u>	<u>Hire Rate</u>	<u>Max Rate</u>
Account Clerk	\$ 7.00	\$ 8.08	\$ 7.28	\$ 8.40	\$ 7.61	\$ 9.15
Administrative Secretary	7.00	8.08	7.28	8.40	8.09	9.73
Accounting Assistant	7.30	8.63	7.59	8.98	7.61	9.73
Data Processing Assistant	7.30	8.63	7.59	8.98	7.61	9.15

Unit Position - Senior Clerk Typist

Proposed Wage Schedules

	<u>1/1/90 - 6/30/90</u>		<u>7/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>Max Rate</u>	<u>Hire Rate</u>	<u>Max Rate</u>	<u>Hire Rate</u>	<u>Max Rate</u>	<u>Hire Rate</u>	<u>Max Rate</u>
Union Offer	\$ 6.73	\$ 7.87	\$ 6.80	\$ 7.95	\$ 7.07	\$ 8.27	\$ 7.14	\$ 8.35
County Offer	\$ 6.73	\$ 7.87	\$ 6.73	\$ 7.87	\$ 7.00	\$ 8.18	\$ 7.00	\$ 8.18

Unrepresented Positions

Applicable Wage Schedule

	<u>1/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>54 Mos. Max Rate</u>
Benefits Specialist	\$ 7.30	\$ 8.63	\$ 7.59	\$ 8.98	\$ 8.57	\$ 10.32
Disability Benefits Specialist	7.30	8.63	7.59	8.98	7.61	9.15

Unit Positions

Proposed Wage Schedules

	<u>1/1/90 - 6/30/90</u>		<u>7/1/90 - 12/30/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>54 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>54 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>54 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>54 Mos. Max Rate</u>
<u>Income Maintenance Worker</u>								
Union Offer	\$ 7.57	\$ 8.89	\$ 7.65	\$ 7.65	\$ 7.96	\$ 9.34	\$ 8.04	\$ 9.41
County Offer	7.57	8.89	7.57	8.89	7.81	9.25	8.89	9.25
<u>Income Maintenance Lead Worker</u>								
Union Offer	\$ 9.78	\$ 10.06	\$ 9.88	\$ 10.16	\$ 10.28	\$ 10.57	\$ 10.38	\$ 10.68
County Offer	9.78	10.06	7.78	10.06	10.17	10.46	10.17	10.46

Unrepresented Positions

Applicable Salary Schedules

	<u>1/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>78 Mos. Max Rate</u>
Child Support Specialist) Case Manager) Mental Health Specialist) Social Worker - Samaritan)	\$ 9.50	\$ 11.20	\$ 9.88	\$ 11.65	\$ 10.94	\$ 14.02
Youth Aide Worker	10.10	11.91	10.50	12.41	12.13	15.54

Unit Positions

Proposed Salary Schedules

	<u>1/1/90 - 6/30/90</u>		<u>7/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>
<u>Social Worker</u>								
Union Offer	\$ 9.76	\$ 11.82	\$ 9.86	\$ 11.94	\$ 10.25	\$ 12.42	\$ 10.35	\$ 12.54
County Offer	9.76	11.82	9.76	11.82	10.15	12.29	10.15	12.29

Appendix I.

Unrepresented Position

Applicable Salary Schedule

	<u>1/1/90 - 12/31/90</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>30 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>78 Mos. Max Rate</u>
<u>Psychiatric Social Worker</u>						
Hired After 1/1/81	\$ 13.10	\$ 15.14	\$ 13.62	\$ 15.75	\$ 13.31	\$ 17.06
Hired Prior to 1/1/81	-	15.67	-	16.30	-	17.06

Unit Position

Proposed Salary Schedules

	<u>1/1/90 - 12/31/90</u>		<u>7/1/91 - 12/31/91</u>		<u>1/1/91 - 6/30/91</u>		<u>7/1/91 - 12/31/91</u>	
	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>	<u>Hire Rate</u>	<u>42 Mos. Max Rate</u>
<u>Senior Social Worker</u>								
Union Offer	\$ 11.90	\$ 14.22	\$ 12.02	\$ 14.36	\$ 12.50	\$ 14.93	\$ 12.62	\$ 15.08
County Offer	11.90	14.22	11.90	14.22	12.38	14.79	12.38	14.79

WAGE AND PERCENTAGE INCREASES

CLERK TYPIST

<u>County</u>	<u>Minimum Rate</u>					<u>Maximum Rate</u>				
	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>
Dodge	\$ 5.96	\$ 6.43	7.9	\$ 6.77	5.4	\$ 7.20	\$ 7.67	6.5	\$ 8.02	4.6
Fond du Lac	5.97	6.18	3.5	NS	NS	7.37	7.63	3.5	NS	NS
Ozaukee	5.70	5.93	4.0	6.17	4.0	6.84	7.11	3.9	7.39	3.9
Sheboygan	6.34	6.59	3.9	6.85	3.9	7.60	7.90	3.9	8.22	4.1
Waukesha	6.00	6.24	4.0	6.49	4.0	6.76	7.03	4.0	7.32	4.1
	<u>5 County Average</u>					<u>4 County Average</u>				
	\$ 5.99	\$ 6.27	4.7	\$ 6.57	4.3	\$ 7.25	\$ 7.47	4.4	7.74	4.2
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 5.71	\$ 5.97	4.6	\$ 6.27	5.0	\$ 7.05	\$ 7.37	4.5	\$ 7.74	5.0
Rank	5/6	5/6		4/5		4/6	4/6		3/5	
<u>County</u>										
Offer	\$ 5.71	\$ 5.94	4.0	\$ 6.18	4.0	\$ 7.05	\$ 7.33	4.0	\$ 7.62	4.0
Rank	5/6	5/6		4/5		4/6	4/6		3/5	

WAGE AND PERCENTAGE INCREASES

SENIOR CLERK TYPIST

<u>County</u>	<u>Minimum Rate</u>					<u>Maximum Rate</u>				
	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>
Dodge	\$ 6.46	\$ 6.96	7.8	\$ 7.31	5.0	\$ 7.70	\$ 8.20	6.5	\$ 8.55	4.3
Fond du Lac	6.34	6.56	3.5	NS	NS	7.90	8.18	3.5	NS	NS
Ozaukee	6.26	6.51	4.0	6.77	4.0	7.40	7.70	4.1	8.01	4.0
Sheboygan	6.80	7.07	4.0	7.35	4.0	8.18	8.51	4.0	8.85	4.0
Waukesha	6.62	6.88	3.9	7.16	4.1	7.64	7.94	3.9	8.26	4.0
	<u>County Average</u>					<u>County Average</u>				
	\$ 6.50	\$ 6.80	4.6	\$ 7.15	4.3	\$ 7.76	\$ 8.11	4.4	\$ 8.42	4.1
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 6.47	\$ 6.77	4.6	\$ 7.11	5.0	\$ 7.57	\$ 7.91	4.5	\$ 8.31	5.1
Rank	3/6	4/6		4/5		5/6	5/6		3/5	
<u>County</u>										
Offer	\$ 6.47	\$ 6.73	4.0	\$ 7.00	4.0	\$ 7.57	\$ 7.87	4.0	\$ 8.18	4.0
Rank	3/6	4/6		4/5		5/6	5/6		4/5	

WAGE AND PERCENTAGE INCREASES

Homemaker

<u>County</u>	<u>Minimum Rate</u>					<u>Maximum Rate</u>				
	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>
Dodge	\$ 7.85	\$ 8.00	2.0	\$ 8.35	4.4	\$ 8.67	\$ 9.24	6.6	\$ 9.59	3.8
Fond du Lac	No comparable position									
Ozaukee	6.26	6.51	4.0	6.77	4.0	7.40	7.70	4.1	8.01	4.0
Sheboygan	7.60	7.90	3.9	8.22	4.1	9.20	9.57	4.0	9.95	3.9
Waukesha	7.09	7.38	4.3	7.67	3.9	8.11	8.43	3.9	8.77	4.0
	<u>4 County Average</u>					<u>4 County Average</u>				
	\$ 7.20	\$ 7.45	3.6	\$ 7.75	4.1	\$ 8.35	\$ 8.56	4.7	\$ 9.08	3.9
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 6.58	\$ 6.88	4.5	\$ 7.23	5.1	\$ 7.79	\$ 8.14	4.5	\$ 8.56	5.1
Rank	4/5	4/5		4/5		4/5	4/5		4/5	
<u>County</u>										
Offer	\$ 6.58	\$ 6.84	4.0	\$ 7.11	4.0%	\$ 7.79	\$ 8.10	4.0	\$ 8.42	4.0
Rank	4/5	4/5		4/5		4/5	4/5		4/5	

WAGE AND PERCENTAGE INCREASES

INCOME MAINTENANCE WORKER

County	Minimum Rate					Maximum Rate				
	1989	1990	%	1991	%	1989	1990	%	1991	%
Dodge	\$ 6.46	\$ 6.96	7.8	\$ 7.53	8.2	\$ 8.18	\$ 8.67	6.0	\$ 9.33	7.6
Fond du Lac	6.49	6.72	3.5	NS	NS	8.65	8.96	3.6	NS	NS
Ozaukee	7.40	7.70	4.1	8.01	4.0	8.71	9.06	4.0	9.42	4.0
Sheboygan	7.05	7.33	4.0	7.62	4.0	8.50	8.84	4.0	9.19	4.0
Waukesha	6.99	7.25	3.7	7.54	4.0	7.99	8.31	4.0	8.64	4.0
	County Average					County Average				
	\$ 6.88	\$ 7.19	4.5	\$ 7.68	5.1	\$ 8.41	\$ 8.77	4.3	\$ 9.15	4.9
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 7.28	\$ 7.61	4.5	\$ 8.00	5.1	\$ 8.55	\$ 8.94	4.6	\$ 9.39	5.0
Rank	2/6	2/6		2/5		3/6	3/6		2/5	
<u>County</u>										
Offer	\$ 7.28	\$ 7.57	4.0	\$ 7.87	4.0	\$ 8.55	\$ 8.89	4.0	\$ 9.25	4.0
Rank	2/6	2/6		2/5		3/6	3/6		3/5	

WAGE AND PERCENTAGE INCREASES

INCOME MAINTENANCE LEAD WORKER

<u>County</u>	<u>Minimum Rate</u>					<u>Maximum Rate</u>				
	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>
Dodge	\$ 7.25	\$ 8.00	10.3	\$ 8.65	8.1	\$ 8.50	\$ 9.24	8.8	\$ 9.95	7.6
Fond du Lac	6.85	7.09	3.5	NS	NS	9.00	9.32	3.6	NS	NS
Ozaukee	7.40	7.70	4.1	8.01	4.0	8.71	9.06	4.0	9.42	4.0
Sheboygan	7.60	7.90	3.9	8.22	4.1	9.20	9.57	4.0	9.95	4.0
Waukesha	7.65	7.96	4.1	8.28	4.0	8.73	9.08	4.0	9.45	4.1
	<u>County Average</u>					<u>County Average</u>				
	\$ 7.35	\$ 7.73	5.2	\$ 8.29	5.1	\$ 8.83	\$ 9.25	4.9%	\$ 9.58	4.9
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 9.40	\$ 9.83	4.5	10.33	5.1	\$ 9.67	\$ 10.11	4.6	\$ 10.63	5.1
Rank	1/6	1/6		1/5		1/6	1/6		1/5	
<u>County</u>										
Offer	\$ 9.40	\$ 9.78	4.0	10.17	4.0	\$ 9.67	\$ 10.06	4.0	\$ 10.46	4.0
Rank	1/6	1/6		1/5		1/6	1/6		1/5	

WAGE AND PERCENTAGE INCREASES

SOCIAL WORKER

County	Minimum Rate					Maximum Rate				
	1989	1990	%	1991	%	1989	1990	%	1991	%
Dodge	\$ 8.66	\$ 9.52	9.9	\$ 9.87	3.7	\$ 11.75	\$ 12.10	3.0	\$ 12.45	2.9
Fond du Lac	9.32	9.64	3.4	NS	NS	11.54*	11.94*	3.5	NS	NS
Ozaukee	9.27	9.64	4.0	10.03	4.0	11.56	12.02	4.0	12.50	4.0
Sheboygan	9.47	9.85	4.0	NS	NS	13.09	13.61	4.0	NS	NS
Waukesha	10.08	10.48	4.0	10.90	4.0	13.59	14.13	4.0	14.70	4.0
	County Average					County Average				
	\$ 9.36	\$ 9.83	5.1	\$ 10.24	3.9	\$ 12.31	\$ 12.76	3.7	\$ 13.22	3.6
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 9.38	\$ 9.81	4.6	\$ 10.30	5.0	\$ 11.37	\$ 11.88	4.5	\$ 12.48	5.1
Rank	3/6	3/6		2/4		6/6	6/6		4/4	
<u>County</u>										
Offer	\$ 9.38	\$ 9.76	4.0	\$ 10.15	4.0	\$ 11.37	\$ 11.82	4.0	\$ 12.29	4.0
Rank	3/6	3/6		2/4		6/6	6/6		4/4	

* Rate applicable to employees hired after 1/1/87. Those hired prior to said date are applicable to the following:

\$ 12.08 \$ 12.50 3.5 NS NS

WAGE AND PERCENTAGE INCREASES

SENIOR SOCIAL WORKER

<u>County</u>	<u>Minimum Rate</u>					<u>Maximum Rate</u>				
	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>	<u>1989</u>	<u>1990</u>	<u>%</u>	<u>1991</u>	<u>%</u>
Dodge	\$ 11.21	\$ 11.96	6.7	\$ 12.31	2.9	\$ 12.24	\$ 12.99	6.1	\$ 13.34	2.7
Fond du Lac	11.79	12.24	3.8	NS	NS	13.37	13.84	3.5	NS	NS
Ozaukee	11.83	12.30	4.0	12.79	4.0	14.12	14.68	4.0	15.27	4.0
Sheboygan	11.24	11.69	4.0	NS	NS	13.59	14.13	4.0	NS	NS
Waukesha	11.44	11.88	3.8	12.33	3.8	14.14	14.68	4.0	15.25	3.9
	<u>County Average</u>					<u>County Average</u>				
	\$ 11.50	\$ 12.01	4.5	\$ 12.48	3.6	\$ 13.49	\$ 14.06	4.2	\$ 14.62	3.5
<u>Washington</u>	<u>CBA</u>					<u>CBA</u>				
<u>Union</u>										
Offer	\$ 11.44	\$ 11.96	4.5	\$ 12.57	5.1	\$ 13.67	\$ 14.29	4.5	\$ 15.01	5.0
Rank	T3/6	T/3/6		2/4		3/6	3/6		3/4	
<u>County</u>										
Offer	\$ 11.44	\$ 11.90	4.0	\$ 12.38	4.0	\$ 13.67	\$ 14.22	4.0	\$ 14.79	4.0
Rank	T3/6	4/6		2/4		3/6	3/6		3/4	

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