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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration between

MANITOWOC COUNTY

and

Decision No. 27753-A

MANITOWOC COUNTY HUMAN SERVICES PROFESSIONALS,
LOCAL 986-A, AFSCME, AFL-CIO

Appearances - Gerald D. Uglund, Staff Representative, for the Union
Robert Zeman, Corporation Counsel, for the Employer

Manitowoc County Human Services Professionals, Local 986-A, AFSCME, AFL-CIO, hereinafter referred to as the Union, and Manitowoc County, hereinafter referred to as the Employer, filed petitions with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between them in their collective bargaining and requested the Commission to initiate arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. Raleigh Jones, a member of the Commission's staff, conducted an investigation of the matter and submitted a report of the results thereof to the Commission.

The Union is a labor organization maintaining its offices at P.O. Box 370, Manitowoc, WI and the Employer is a municipal employer maintaining its offices at 1010 South 8th Street, Manitowoc, WI. At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of the professional employees of the Employer engaged in the operation of its Department of Human Services, excluding the director, deputy director, social worker supervisors, clinical director/pyschiatrist, community support programs manager, developmental disabilities manager, community support coordinator, clinical services manager, clinical team supervisor, income maintenance manager, income maintenance supervisor, senior associate business manager, associate business manager, administrative assistant/clerical supervisor and clerical and paraprofessional employees of the Human Services Department who are represented by other bargaining units. The Employer and the Union have been parties to a collective bargaining agreement covering wages, hours and conditions of employment that expired on December 21, 1991.

On May 21, 1991, the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. Thereafter, the parties met on ten occasions in efforts to reach an accord on a new agreement. On November 16, 1992, the Union and the Employer filed petitions requesting the Commission to initiate arbitration. On October 5, 1992, Jones conducted an investigation in the matter. Thereafter, the parties exchanged numerous final

offers until they became deadlocked. On July 27, 1993 the parties had submitted their final offers and Jones notified the parties that the investigation was closed. Jones has advised the Commission that the parties remain at impasse.

The Commission concluded that the parties have substantially complied with the procedures set forth in the Municipal Employment Relations Act required prior to the initiation of arbitration and found that an impasse within the meaning of section 111.70(4)(cm)6 of the Municipal Employment Relations Act exists between the parties with respect to negotiations leading toward a new collective bargaining agreement. The Commission certified that the conditions precedent to the initiation of arbitration have been met. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties.

Upon being notified on August 26, 1993 that the parties had selected Zel S. Rice II as the arbitrator, the Commission issued an order appointing him as the arbitrator to issue a final and binding award pursuant to section 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act to resolve said impasse by selecting either the total final offer of the Employer or the total final offer of the Union.

The Union consists of 46 professional positions. The bargaining unit resulted when the Employer petitioned for an election in a previously combined professional and non-professional unit. The non-professionals, with courthouse employees, were stipulated into a support staff unit. The Community Service Board professional positions were combined with Human Service Professional positions already represented to form this bargaining unit. The parties reached a one year agreement for 1991. This arbitration involves a collective bargaining agreement for the years 1992 and 1993. The parties have reached agreement on a salary increase for 1993. They are still in disagreement on some language items in the agreement and on the salary increase for 1992. The Union's final offer, is attached hereto and marked Exhibit 1 and the Employer's final offer is attached hereto and marked Exhibit 2.

The Union proposes a 5.8 percent increase across the board for 1992 and the Employer proposes a 5 percent increase across the board for that year. Both parties have agreed on a 3.5 percent increase for 1993. The Union proposes that the requirement for reclassification to a level three social worker be changed to provide that the requirement would be a bachelor's degree in social work, three graduate level credits, 72 hours/credits of training at agency in service or outside training after reclass to level two and three years of relative work experience or a bachelors degree in related field, eight graduate level credits, 72 hours/credits of training at agency inservice or outside training after reclass to level two and three years of relevant work experience or a masters degree in social work or a related field. The provisions for 72 hours of outside training as a substitute for 72 hours of agency inservice are new and the provision for a masters degree in social work or a related field is new language. The Union also proposes that a requirement for a level four social

worker would be a bachelors degree in social work or a related field, 160 hours of training after reclassification and 7 years of relevant human services experience or a masters degree in social work or a masters degree in related field and three years of relevant work experience. The new language in the Union's proposal is for a bachelor's degree in a related field and seven years of relevant human service experience and also the addition of the relevant work experience in addition to a masters degree. The Employer proposes that the requirements to move from a Social Worker 2 to a Social Worker 3 remain the same as in the old agreement except that it would not include a masters degree from an accredited college or a university in human service discipline as a basis for reclassification to a Social Worker 3. The Employer proposes that to be reclassified from a Social Worker 3 to a Social Worker 4, an employee should have a bachelors degree in social work with a total of 160 hours of training after reclassification to Social Worker 3 or a master's in social work with 160 hours training after reclassification to Social Worker 3 and three years as a Social Worker 3. The Employer's proposal reduces the experience requirement for an employee with a masters degree in social work from four years to three years and the amount of training after reclassification from 200 hours to 160 hours. It no longer provides that an employee with a BS/BA degree in related human services discipline can achieve the status of a Social Worker 4 under any circumstances.

COMPARABLE GROUPS

Both the Union and the Employer rely on an internal comparable group, hereinafter referred to as Comparable Group A, consisting of the support staff, highway department employees, health care employees, public health and nurses employees, sheriff's department and human services employees of the Employer. Those are the departments with which the Employer bargains and they constitute an appropriate internal comparable group. The Employer proposes another comparable group consisting of Brown County, Calumet County, Dodge County, Eau Claire County, Fond du Lac County, Jefferson County, La Crosse County, Marathon County, Outagamie County, Sheboygan County, and Washington County, hereinafter referred to as Comparable Group B. All of those municipal employers are either contiguous to the Employer or similar in population and valuation. Accordingly, they make up an appropriate group to which the Employer should be compared. In 1983, the Employer had an interest arbitration involving the highway department and it argued for consideration of a comparable group consisting of Brown County, Calumet County, Dodge County, Fond du Lac County, Kewaunee County, Outagamie County, Ozaukee County, Sheboygan County, and Washington County as well as the cities of Manitowoc and Two Rivers, hereinafter referred to as Comparable Group C. The Union argues that Comparable Group B omits Kewaunee County and Ozaukee County that the Employer proposed in the 1983 arbitration and has added Eau Claire, Jefferson, La Crosse and Marathon Counties which are not in the immediate area and do not make up part of the same labor market. The arbitrator finds that Comparable Group C is probably more appropriate than Comparable Group B because all of the counties are in the same geographic area as the Employer and are part of the same labor market and Eau Claire, Jefferson,

La Crosse and Marathon counties are not. In any event, all of the comparable groups have some validity and the arbitrator will rely on all of them but primarily on Comparable Groups A and C.

UNION'S POSITION

The Union argues that the cost of the 1991 wage increases and particularly the wage schedule placement of previously non represented employees is irrelevant to decisions to be made in this case. It contends that the best basis for comparing internal settlements is to look at percentage wage increases over the terms of those agreements. It argues that both the Union's position and the Employer's offer would cause social workers to end up ranking third among the external comparables. It points out that this ranking is consistent with the historical rank of the Employer. The Union takes the position that the Employer's offer would result in a rank of six at the end of the term for clinical therapists. It asserts that the rate of increase offered by the Union is not inconsistent with the internal comparables and the Employer's offer is deficient with respect to the external comparables. The Union argues that the Employer would penalize the employees at a time when they assume 5 percent of the health insurance premiums by offering them five tenths of a percent less than the external pattern.

The Union proposes continuing reference to "relevant experience" for reclassification. It takes the position that the Employer would narrow the experience that it would consider for reclassification. The Union points out that the Employer's proposal would require four years as a Social Worker 3 for reclassification to Social Worker 4 and that was not part of the old agreement. It contends that its proposal would continue the Employer's role in determining relevant experience. The Union takes the position that removal of "that meet the approval of the director or his/her designee" avoids an interpretation that the Employer's determination could not be challenged by grievance. It contends that it would maintain the substantive status quo and the Employer's proposal would limit employees regarding consideration of relevant experience for reclassification.

The Union asserts that it proposed no change when it asked that reclassification to Social Worker 3 should occur based in part on "a bachelor's degree in a related field." It points out that the old agreement refers to "workers who have degrees other than social work." The Union argues that its proposal to consider "training at agency inservice or outside training" for reclassification to Social Worker 3 is not different from the Employer's and its reference to simply "training" for reclassification to Social Worker 4. It takes the position that if "training" is acceptable for reclassification to Social Worker 4, it should be acceptable for reclassification to Social Worker 3. The Union argues that the Employer continues to determine what outside training is relevant for reclassification to Social Worker 4.

It points out that in the old agreement, the reclassification standard was

"attendance at agency inservice held at the department and/or successful completion at workshops held outside the agency." It contends that the its offer does not change the status quo while the Employer's proposal could stifle reclassification by not providing inservice training. The Union proposes to continue a preexisting contract provision by allowing reclassification to Social Worker 3 with a "master's degree in social work or related field". It contends that the change proposed by the Employer would be a substantial reduction in benefits to the employees and there is no reason for the change. The Union contends that there is no reason for changing the years of experience as a Social Worker 3 for an employee with a BS or BA from four years to seven years in order to be reclassified. It points out that the Employer provides no reason for such a change. The Union argues that the Employer's requirement of 160 hours of training for a masters degree employee is not justified. It points out that there was no training requirement in the old agreement for a Social Worker 3 with a masters degree to become a Social Worker 4, and a relevant degree, superior job performance, supervisory approval, experience and education was sufficient. The Union argues that it proposes a minor change and a restatement of existing provision and the Employer proposes radical changes with no justification for the change. It takes the position that the Employer's changes would create serious barriers to progress on the wage schedule that did not exist before. The Union asserts that its proposal does not alter the status quo. The Employer proposes that it be able to hire psychologists at the going rate which would mean that the Employer could set the compensation rate for a psychologist. The Union argues that if the Employer believes the psychologist is being paid less than the market rate, it should propose a higher rate and bargain it with the Union. Its primary concern is that the present psychologist compensation would not be adjusted if a new or additional psychologist were hired at a higher rate. It points out that none of the comparables provide that an employer could hire any employee in any classification without bargaining the rate with the union representing the position.

The Union argues that internal settlements establish a pattern that mirrors its economic offer. It takes the position that there is no quid pro quo for the employees to assume payment of 5 percent of the health insurance program and that amounts to \$19.35 for each employee using the family plan. It points out that the employee contribution to health insurance amounts to at least \$.12 an hour and the employees are receiving less than external comparables. The Union argues that the CPI is addressed in internal and external comparable settlements and its offer matches the internal comparables and is less than the external comparables for all but one position. It asserts that the Employer's proposal would dramatically affect the reclassification criteria and the Employer has provided no justification for such a revision. It takes the position that the market requirements clause proposed by the Employer for the psychologist is a threat to the Union's right to bargain. The Union argues that the Employer's comparisons with external comparables do not consider longevity while its proposal does. It argues that consideration of longevity is especially relevant when the payments are applied unevenly among comparables. The Union takes the position that the present proposals must be considered as one transaction

and not two transactions for separate years. It asserts that the other settlements of the Employer are front loaded and the total package for the two years must be considered for comparison here. The Union takes the position that the accepted means of comparison is a percentage increase and the Employer, in comparing with external comparables, uses dollar differences without ranking. The Union argues that the Employer's proposed language revisions will significantly change the existing relationship by denying employees access to higher pay levels based on criteria that have been accepted until now. It points out the Employer fails to justify the changes. The Union takes the position that if the Employer is successful in not considering outside training for reclassification, it could control employees access to reclassification. It asserts that when employees obtain the training elsewhere they should not be prevented from applying that training to the reclassification procedure. It argues that because the Employer will consider training only after reclassification to Social Worker 2, it adds a restriction on employees that has not existed before and would mean that employees who have attended the same training before reclassification to Social Worker 2 would not have that training considered. It takes the position that there is no justification for the change. The Union points out that attainment of a masters degree from an accredited college or university in a human service discipline was a criterion for reclassification in the prior agreement and the Employer's proposal to eliminate it would have a dramatic effect on the reclassification of BA or BSW employees who obtain their masters degrees. The Union charges that the Employer ignores the fact that members of the bargaining unit will be paying for 5 percent of their health insurance premium now and they did not have a co-payment on premiums before. It argues that the health insurance payment should be considered when weighing the Union's wage offer. It contends that the Union's proposal calls for a 9.5 percent increase over 1992 and 1993 and the Employer's proposal calls for a 8.7 percent increase over those two years. The Union takes the position that its comparables reflect a 10 percent increase over those same two years and the Employer's comparables reflect a 10.8 percent increase. It argues that its offer is more consistent with the internal comparables and generally below the external comparables suggested by either it or the Employer. The Union asserts that the Employer's proposal is clearly deficient in its wage offer and its language proposals would put up new barriers to reclassification.

EMPLOYER'S POSITION

The Employer argues that its compensation offer compares favorably to the increases received by its other employees who have similar training and perform similar work. It points out that the Health Care Center employs two social workers who hold bachelors degrees and have 8 and 10 years experience respectively and they received an hourly rate of \$10.65 per hour in 1992. The Employer's 1992 offer to this bargaining unit would result in the lowest paid of them receiving \$11.23 an hour. The Employer takes the position that the employees at its Health Care Center received an increase of 5.7 percent in 1992 because they had lagged behind other employees between 1987 and 1981 because of financial difficulties at the facility. The Employer's basic premise is that

those employees at the Health Care Center merited some "catch up" pay in 1992. It points out that the Courthouse staff and Human Service clerical employees received .45 cents per hour or 4.5 percent whichever was greater. The Employer concedes that any employee making less than \$10.00 per hour got an increase of more than 4.5 percent in 1992. The Employer argues that only the Sheboygan County social workers among all of the external comparables received an increase of over 5 percent for the year 1992. That increase was a result of an arbitration and the arbitrator justified the increase because the Sheboygan social workers were paid less than the Employer paid its social workers. It takes the position that Sheboygan County social workers were given a 6 percent increase in order to bring them up to the level the Employer was paying its social workers. The Employer asserts that its proposal would pay Human Services professionals wages close to those earned by their peers working in other Human Service departments in similar Wisconsin Counties. The Employer argues that with only a few exceptions, its rates of pay for social workers, AODA counselors at local hospitals, nursing homes, schools and service agencies were comparable to the rates it offered the bargaining unit in 1992. It points out that none of the local employers awarded increases of more than 4 percent in 1992. The Employer contends that its basis for opposing the Union's desire to use the term "relevant experience" in the provisions of the collective bargaining agreement pertaining to reclassification is that the clear ascertainable standard (time spent in the previous classification) is the appropriate contract language. It takes the position that the Union's proposal is an invitation to argue and should be rejected. The Employer asserts that it should be allowed to exceed the pay scale of the collective bargaining agreement in order to obtain the services of a licensed psychologist. It claims it needs to be able to respond to what the market is paying in order to be able to obtain a licensed psychologist. The Employer argues that its offer results in the employees represented by the Union receiving wages similar to those received by persons with similar training and experience doing the same type of work in the community. It contends that its offer results in compensation similar to that paid for professional human service work by other employers of the same size and is higher than the increases received by employees of major employers in the community. The Employer points out that the 5.8 percent increase sought by the Union is in excess of the increase of the cost of living and the welfare and interest of the public would not be served by implementing its demand. It takes the position that its position on contract language is rational and the Union's position is irrational. It asserts that the Union's proposal would have the effect of preserving indefinitely the status quo between internal and external comparables and there would be no way to bring employee's wages closer to those earned by their peers. The Employer takes the position that richly rewarded employees would draw further and further ahead of their lower paid compatriots as the settlement pattern continued. The Employer points out that it ranked tenth of the twelve counties used by it as comparables in 1989 per capita income. Even in that situation, its AODA counselors were paid more than any of their peers in those counties for which data was presented by the Union except Brown County, and that state of affairs would continue under the Employer's offer. The Employer points out that social workers in its highest classification, even when

longevity pay is factored in, would rank fourth among the twelve counties making up the Comparable Group C advanced by the Union. It points out that these workers have fluctuated between third and fourth place in the rankings consistently since 1988. The Employer argues that the Union tips its hand regarding the "relevant experience standard" for reclassification to Social Worker 4. It contends that removal of the term "that meet the approval of the director or his/her designee" would avoid the interpretation that the director's determination could not be challenged by grievance. The Employer asserts that it wishes to avoid grievances by applying the clear ascertainable standard "four years as a Social Worker 3" rather than the vague "relevant experience" criteria. The Employer argues that the Union's proposal altering the criteria for reclassification to Social Worker 3 creates an unwarranted change and is not preferable.

RECLASSIFICATION FROM SOCIAL WORKER 2 TO SOCIAL WORKER 3

The old agreement between the parties provided that a Social Worker 2 could be reclassified as a Social Worker 3 by obtaining a masters degree from an accredited college or university in human service discipline or a minimum of four years of social work experience in a social service related agency that meets the approval of the employer; demonstration of advanced skills in a performance appraisal and written supervisory recommendations; a documented 200 hours of intensive training obtained through attendance at inservices held at the department and/or successful completion at workshops held outside the agency and for BSW social workers, the successful completion of six approved graduate credits in social work or for workers with degrees other than social work, the completion of eight graduate credits in social work. The Union's proposal would change the requirement to be reclassified as a Social Worker 3 to provide that an employee would need a bachelor's degree in social work, three graduate level credits, 72 hours/credits of training at agency inservice or outside training after reclass to level 2 and three years of relevant work experience. An alternative to those requirements, would be a bachelor's degree in a related field, eight graduate level credits, 72 hours credits of training at agency inservices or outside training after reclass to level 2 and three years of relative experience. Another option for reclass to Social Worker 3 would be a masters degree in social work or a related field. A fourth option for AODA counselors would be an AODA state certification at level 3 and two years of experience at certification level 2 plus one year additional year at certification level 3. The Employer's proposal to reclassify a Social Worker 2 to a Social Worker 3 for a BSW would be six graduate credits and 72 hours credits of inservice training received after reclassification to Social Worker 2. A non BSW Social Worker 2 would need eight graduate credits and 72 hours/credits inservice training received after reclassification to level 2 and three years of experience. The major differences between the Union's proposal for moving from Social Worker 2 to Social Worker 3 is that the Union would allow the 72 hours/credits of training be it inside or outside training and the Employer would only consider the 72 hours of inservice training. The Union also would continue the reference to relevant experience, while the Employer would not consider a master's degree

from an accredited college or university in a human service discipline as a basis for reclassification to Social Worker 3.

The differences between the positions of the parties with respect to reclassification from Social Worker 2 to Social Worker 3 are not particularly significant. The Union would consider outside training as well as inservice training for the 72 hours/credits of training after reclassification to Social Worker 3 and three years of relevant work experience. The Employer would not include the words "relevant experience" because it is too vague. It would require three years of experience as a social worker. The Employer's proposal does not consider a masters degree in social work or a related field as a basis for reclassification to Social Worker 3 while the Union would consider that as a basis. The Union asserts that it proposed no change when it asked that reclassification to Social Worker 3 should occur based in part on a bachelors degree in a related field because the old agreement referred to workers who had degrees other than social work. It argues that its proposal to consider outside training for reclassification is acceptable for reclassification to Social Worker 4 and it should be acceptable for reclassification to Social Worker 3. The Union asserts that its offer does not change the status quo while the Employer's proposal could stifle reclassification by simply refusing to provide inservice training. The Union takes the position that allowing reclassification to Social Worker 3 with a masters degree in social work or related field was part of the old contract and there is no reason for the change. The Employer argues that its basis for opposing the Union's desire to use the term "relevant experience" in the provisions of the collective bargaining agreement pertaining to reclassification is that it is not a clear and ascertainable standard. It argues that its proposal of time spent in a previous classification is the appropriate contract language. It takes the position that the Union's proposal is an invitation to argue and should be rejected.

None of the changes with respect to reclassification from Social Worker 2 to Social Worker 3 are very significant. The Employer presented no evidence in the past of any difficulty with the use of the term "relevant experience" and it presented no basis for no longer permitting an employee who had a masters degree to be reclassified to Social Worker 3. The Employer's argument that the term "relevant experience" is indefinite has some validity but there was no evidence that it has ever caused a problem in the past. The Employer's proposal of three years of experience as a Social Worker 2 is very definite and easily ascertainable and would avoid any arguments.

The difference between the proposals of the two parties with respect to reclassification from Social Worker 2 to Social Worker 3 is very minor and is not significant enough to serve as a basis for selecting either the Employer's proposal or the Union's proposal. The arbitrator finds that there is an element of reasonableness in each proposal and either one is acceptable as part of a new collective bargaining agreement. The record does not indicate that there has been any problem with any of the language in the old agreement with respect to reclassification from Social Worker 2 to Social Worker 3 and there is no par-

ticular evidence that either proposal would be particularly advantageous to either the Employer or the Union if it became part of the collective bargaining agreement.

Accordingly the arbitrator finds both proposals to be acceptable and neither one adheres to the statutory criteria more closely than the other.

RECLASSIFICATION FROM SOCIAL WORKER 3 TO SOCIAL WORKER 4

The Union proposes that in order to be reclassified from a Social Worker 3 to a Social Worker 4, a requirement of a bachelors degree in a related field and seven years of relevant human service experience should be a standard. It also proposes that three years of relevant work experience in addition to a masters degree in social work or a related field should be a basis for reclassification to a Social Worker 4. The Employer would eliminate the provisions for a bachelors degree in a related field and it would not consider relevant work experience in a related field. It proposes that to be a Social Worker 4, an employee should have a bachelors degree in social work with a total of 160 hours of training after reclassification to Social Worker 3 or a masters in social work with a 160 hours training after reclassification to Social Worker 3 and three years as a Social Worker 3. It would not provide that an employee with a BS/BA degree in related human services discipline could achieve the status of a Social Worker 4 under any circumstances.

The Union argues that eliminating the reference to "relevant experience" for reclassification to Social Worker 4 narrows the experience that would be considered for reclassification. It points out that the Employer's proposal would require four years as a Social Worker 3 to be reclassified to Social Worker 4 and that was not part of the old agreement. It contends that its proposal would continue the Employer's role in determining relevant experience that would be considered for reclassification. It argues that removal of the statement "that meet the approval of the director or his/her designee" avoids an interpretation that the Employer's determination could not be challenged by a grievance. The Union contends there is no reason for changing the years of experience as an AODA Counselor from four years to seven years in order to be reclassified as a Social Worker 4 and the Employer presented no evidence to justify that position. It asserts that the Employer's requirement of 160 hours of training for a masters degree employee to be reclassified to a Social Worker 4 is not justified by any evidence and points out that there was no training requirement in the old agreement.

The Employer argues that the only reason the Union has for removing the term "that meet the approval of the director or his/her designee" was to avoid the interpretation that the director's determination could not be challenged by grievance. It takes the position that including that language would avoid arguments and potential arbitrations. It uses the same rationale for its proposal to apply the clear ascertainable standard of "four years as a Social Worker 3" rather than the vague "relevant experience" criteria.

The arbitrator finds that the language "four years as a Social Worker 3" is much more exact than the term "relevant experience" and use of the more precise language would avoid disagreements and grievances. The Employer has a much better idea of just what experience an employee has when it uses the criteria of "four years as a Social Worker 3". "Relevant experience" can vary from individual to individual and place to place. The Employer has a need to know just what kind experience it is dealing with and it can best do that by using precise language such as "four years as a Social Worker 3". The Employer's proposal of four years as a Social Worker 3 for a reclassification to Social Worker 4 was not part of the old agreement and the Employer has not given any reason for the change. If there has been a problem with reclassifying employees with only three years as a Social Worker 3, it should have presented evidence of the need for the change. It is obvious to the arbitrator that four years of experience may very well be much better than three years of experience as a Social Worker 3 but there is nothing in the record to indicate that it would be necessary in order to reclassify an employee to a position of Social Worker 4.

The Employer's proposals with respect to reclassifying an employee from Social Worker 3 to Social Worker 4 are more rigid and would result in a somewhat higher standard being required for reclassification to Social Worker 4. However, it fails to provide any evidence that would indicate such changes were necessary. The old agreement referred to "relevant experience" and there was no evidence of any difficulties resulting from the use of that language. The old agreement required three years as a Social Worker 3 for reclassification to Social Worker 4 and the Employer cites no problems or any other evidence that would justify requiring a change to four years experience. The Employer's desire to retain language that would preclude challenging its interpretation by a grievance is a position that disappeared from contracts in the 1960's. It doesn't make sense to have the Employer have the right to make unilateral determinations that cannot be challenged even if they are wrong. The Employer asked that the AODA counselors be required to have seven years total experience before being classified to a Social Worker 4. It offered no evidence that any employer in Comparable Groups B and C had such a requirement.

The major problem with the proposals of both the Employer and the Union with respect to the criteria for reclassification from a Social Worker 3 to Social Worker 4 is that neither proposal seems to be supported by evidence of the need for the change. The Union points out features of its proposal that would be more desirable from an employee point of view and the Employer points out features of its proposal that might tend to strengthen the position of Social Worker 4. However, neither party provides much in the way of evidence as to why any change is needed. If the language has been causing problems, either the Employer or the Union should have provided evidence of what those problems were and how any changes would address those problems and how they would be solved. The Union's proposal does point out and the Employer seems to agree that some of its language is designed to preclude the Union from having a review of the Employer's action through the grievance procedure and by an arbitrator. As was pointed out earlier in this discussion, Employers shouldn't have the right to

unilaterally make decisions effecting the wages, hours and conditions of employment of employees without any review by a grievance procedure and an arbitrator. That concept is a thing of the past. That reason alone is sufficient for this arbitrator to find the Union's proposal with respect to reclassification from Social Worker 3 to Social Worker 4 to be more reasonable than that of the Employer. Review by an arbitrator of Employer's decisions that affect the wages, hours and conditions of employment are normally subject to a grievance procedure and arbitration and have been for a number of years.

COMPENSATION OF A LICENSE PSYCHOLOGIST

The Employer proposes that it be given the authority to grant additional compensation to secure or retain the services of a licensed psychologist where either market shortages exist or where an applicant possesses an unusual combination of education and experience or where the employment needs of the departments so require. It claims that it needs to be able to respond to what the market is requiring in order to be able to obtain a licensed psychologist. The Union argues that if the Employer believes the psychologist is being paid less than the market rate it should propose a higher rate and bargain it with the Union. It is concerned that under the Employer's proposal, the present psychologist's compensation would not be adjusted if a new or additional psychologist were hired at a higher rate. It points out that none of the comparables provide that an Employer could hire an employee in any classification without bargaining the rate with the Union representing the position. The arbitrator finds the position of the Employer on this issue to have no merit whatsoever. If the rate of pay for a psychologist provided by the collective bargaining agreement is not adequate, there is nothing to preclude the Employer from sitting down with the Union and reaching an agreement on a new rate. Such a step could be taken during the term of a contract as well as in the initial bargaining. The possibility that the Employer could pay its existing psychologist one rate and then go out and hire an additional psychologist and pay him/her a higher rate, while the old one continued to receive the rate called for by the collective bargaining agreement is outrageous. If the rate of pay called for by the agreement does not meet the market rates, then the Employer should make certain that its existing psychologist receives that rate. Certainly there will be no objection from the Union to raising the rate of pay of an employee in order to meet the requirements of the market so that a new psychologist can be hired.

It is absolutely unheard of for a Union to represent a position and not be able to bargain for its wage or permit the Employer to unilaterally change it if it deems it necessary. A basic concept of collective bargaining is that the Union represents each and every position in the bargaining unit and will bargain the wages, hours and working conditions for those positions. Agreements on a provision that would allow the Employer to unilaterally determine what an employee will be paid could almost be considered failure by the Union to properly represent that position. Whatever problem exists with respect to the impact of the market on the wages of a license psychologist can easily be

handled by the Employer sitting down with the Union and working out a rate that will address the problem. The arbitrator finds the Union's proposal objecting to giving the Employer the right to unilaterally determine the rate it will pay for a licensed psychologist is much more reasonable than that of the Employer.

WAGES

The Union proposes a 5.8 percent increase in 1992 over and above the salaries for 1991 and the Employer proposes a 5 percent increase for that year. The parties have already reached agreement on a 3.5 percent wage increase for 1993. Accordingly, the arbitrator need only address the 1992 wage issue.

The compensation offered to the bargaining unit compares favorably with the compensation received by other employees of the Employer who have similar training and perform similar work. The Employer employs two social workers at its health care center and both hold bachelors degrees and have eight and ten years experience respectfully. The salaries of those two individuals averaged \$10.65 per hour in 1992. The Employer's offer to this bargaining unit would pay its lowest paid social worker \$11.23 per hour in 1992. In 1992, the Employer reached agreement with its courthouse and human services employees on an increase of 4.5 percent. Its highway employees received an increase of 4.26 percent. The Employer's health care center employees reached agreement on a 5.7 percent increase and its public health and nurses received a 5 percent increase. Employees of the sheriff's department received a 4.5 percent increase. The average increase given by the Employer to all of the other bargaining units was 4.59 percent. It has offered the Union an increase of 5 percent for 1992 which is the same increase that it gave the public health and nurses bargaining unit. There were only two instances where the Employer gave wage increase in excess of 5 percent. The employees at the Manitowoc County Health Care Center got an increase of 5.7 percent in 1992. The employees in the county health care center had several lean years in the late 1980's and early 1990's and their increases in compensation lagged behind other employees of the Employer between 1987 and 1991. During that period, the health care center employees got increases totalling 6.25 percent while the employees in the bargaining unit represented by the Union received increases totalling 15.1 percent. The health care center was facing financial difficulties in that period and its employees received some catch up pay in 1992. The bargaining unit representing the courthouse support staff and the human services support staff, also received increases in excess of 5 percent for some employees. That bargaining unit got a .45 cent per hour increase or a 4.5 percent increase whichever was greater in 1992. The lowest three pay grades of the bargaining unit received pay of less than \$10.00 per hour before the 1992 increase and everyone in that bargaining unit making less than \$10.00 per hour got an increase of more than 4.5 percent in 1992. Those employees earning less than \$10.00 per hour in the human services support staff bargaining unit received increases ranging up to as high as 6 percent. None of the human services professionals represented by the Union made less than \$10.00 per hour in 1991 and all of their increases were 5 percent and amounted to more than \$.45 per hour.

The evidence establishes that the internal pattern of increases for the Employer ranged from a low of 4.26 percent for the highway employees to a high of 5.7 percent for the health care center employees and the average increase negotiated by the various bargaining units was 4.59 percent. The Employer's proposal to give the human service professionals a 5 percent increase in 1992 fits nicely near the top of the pattern established by negotiations between the Employer and the internal bargaining units making up Comparable Group A.

With respect to the external comparables, only one bargaining unit in either Comparable Group B or Comparable Group C gave its human services professionals an increase of more than 5 percent in 1992. That was the result of an arbitration involving human service professionals in Sheboygan County, which is adjacent to the Employer. In that situation, the arbitrator justified an increase for the Sheboygan County social workers because it would move their wages closer to the salaries paid by the Employer to its social workers. Obviously the external pattern of increases comes closer to the 5 percent increase proposed by the Employer than the 5.8 percent increase proposed by the Union. The Employer's offer would provide its human service professionals with wages close to those earned by their peers working in the departments of human services in similar Wisconsin counties.

The Employer's proposal for 1992 would provide its social workers with wage increases ranging from \$.11 per hour to \$.76 per hour higher than those paid to human service professionals in all but two of the counties in Comparable Groups B and C. Brown County would pay its beginning human service professionals \$.62 per hour more than the Employer and La Crosse County would pay the same. The Employer's proposed maximum salary for human service professionals in 1992 ranges from \$.73 per hour to \$2.69 per hour more than the maximum wage paid to human service professionals in all counties in Comparable Groups B and C except Brown and Calumet. The Employer pays a top salary to social workers with a masters degree of \$16.89 per hour while Brown County pays \$.78 more per hour and Calumet County pays \$.10 more per hour. The Employer's salaries for social workers and AODA counselors are comparable to those paid by local hospitals, nursing homes, schools and service agencies. None of the major local employers in the area gave employees increases of more than 4 percent which indicates the Employer's increase was reasonable. The cost of living increase from 1991 to 1992 was less than the Employer's proposed 5 percent increase for its social workers.

The Union has asked for a 5.8 percent across the board increase for the year 1992. Its proposal is well above the increases that the Employer's other bargaining units have agreed to. Employers generally try to maintain uniform percentage increases for all of their employees in order to avoid whip sawing in future negotiations. The only employees to whom the Employer gave increases exceeding the 5 percent it has offered this bargaining unit were employees of the health care center who for a number of years had received pay increases far below those given to the other employees and the Employer's clerical workers who made less than \$10.00 per hour and/or had become part of a different bargaining

unit. The Employer's proposed 5 percent increase for its social workers was exceeded by the arbitration award for the Sheboygan County social workers in order to bring their compensation closer to that paid social workers by the Employer. The senior social worker position in Fond du Lac County received a 5.1 percent increase in 1992 which raised it to a rank of 8 out of 12 counties in Comparable Group C. The Psychiatric Social Worker and AODA Counselor III positions in Brown County also received increases of 6 percent in 1992. All of the rest of the comparables in Comparable Groups A, B or C received increases of less than 5 percent in 1992. Both the internal comparables and the external comparables establish that the Employer's proposal of a 5 percent increase for its social workers for 1992 comes much closer to meeting the statutory criteria than does the proposal of the Union. Accordingly the arbitrator finds the wage proposal of the Employer to be reasonable and more acceptable than the Union's proposal.

CONCLUSION

Although there were some issues with respect to language in this matter, they were substantially less significant than the economic issues. The Employer's wage proposal for 1992 meets the standard set by both the internal comparables and the external comparables. There are a few of the Employer's employees that received increases somewhat larger than the 5 percent proposed by the Employer for the social workers because of special circumstances surrounding them. Only one of the external comparables gave its employees a greater percentage increase than that proposed by the Employer and the primary rationale for that one was to bring those social workers close to the same level of compensation of the Employer's social workers. The Employer's proposed 5 percent increase would maintain the social workers ranking with respect to wages in the external comparable groups.

The Union's position opposing the Employer's proposal to give it the latitude to pay a licensed psychologist whatever it deems necessary to meet market conditions without ever bargaining with the Union, has merit. In fact it could be said that the Employer's position is without merit. Certainly the Employer wants to pay a high enough wage in order for it to obtain a licensed psychologist but it should bargain that rate with the Union. Requiring that the Employer bargain the salary of the licensed psychologist would assure that the Employer's existing psychologist would receive a rate of pay at least as high as that of a new hire. The Employer's proposal would allow it to unilaterally determine what to pay a psychologist and that is not what collective bargaining is all about. The issues with respect to the criteria for reclassifying employees from Social Worker 2 to Social Worker 3 and from Social Worker 3 to Social Worker 4 are not particularly significant and the differences between the parties with respect to those issues are not substantial. The Union's position with respect to reclassification from Social Worker 3 to Social Worker 4 seems to be somewhat more reasonable than that of the Employer and there is very little difference in acceptability of either position with respect to reclassification from Social Worker 2 to Social Worker 3. Neither the Employer nor the Union was able to

cite any comparables with respect to their positions on reclassification.

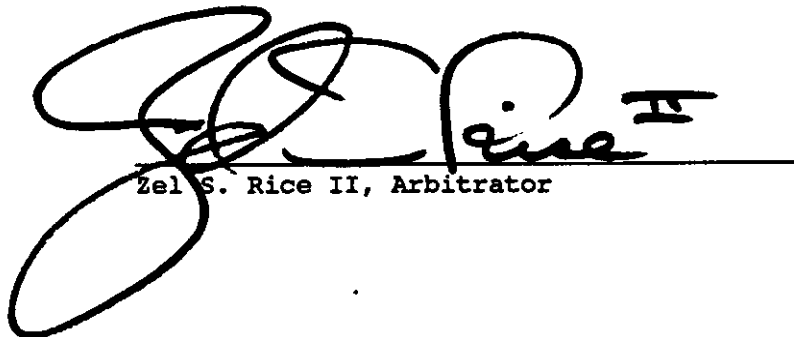
Accordingly the arbitrator finds the wage issue to be the dominating issue in this arbitration and the one that controls the outcome. In view of the fact that the Employer's wage proposal is closer to the internal and external patterns than that of the Union and surpasses the increase in the cost of living, it comes closer to the statutory criteria than that of the Union.

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

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Union and directs that its proposal contained in Exhibit 2 be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin this 7th day of April, 1994.



Zel S. Rice II, Arbitrator

EXHIBIT 1

RECEIVED
JUN - 3 1993

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

RECEIVED
APR 12 1994

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

LABOR AGREEMENT
BETWEEN
MANITOWOC COUNTY
AND
MANITOWOC-COUNTY-SOCIAL-SERVICES-EMPLOYEES
MANITOWOC COUNTY HUMAN SERVICE DEPARTMENT PROFESSIONALS
LOCAL 986-A, AFSCME, AFL-CIO
1989---1990
JANUARY 1, 1992 - DECEMBER 31, 1993

May 31, 1993

TABLE OF CONTENTS

ARTICLE

PAGE

May 31, 1993

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
Agreement	1.
Appendix A--1989-Wage-Schedule	
A - Wage Schedules	32.
B--1990-Wage-Schedule	
B - Regulations of Pay Plan, Minimum Hiring Requirements	32.
C--Regulations-of-Pay-Plan	
C - 1991 Employee Seniority and Wage List	34.
Automobiles and Mileage, <u>ARTICLE 29</u>	28.
Coffee Breaks, <u>ARTICLE 30</u>	29.
Definitions of Employees, <u>ARTICLE 10</u>	9.
Disciplinary Procedures, <u>ARTICLE 5</u>	5.
Dues Deduction, <u>ARTICLE 27</u>	26.
Duration, <u>ARTICLE 31</u>	28.
Evaluations, <u>ARTICLE 32</u>	29.
Entire Memorandum of Agreement, <u>ARTICLE 28</u>	28.
Funeral Leave, <u>ARTICLE 16</u>	15.
Grievance Procedure, <u>ARTICLE 8</u>	5.
Holidays, <u>ARTICLE 12</u>	11.
Hospital and Surgical Insurance - Life Insurance, <u>ARTICLE 13</u>	12.
Job Posting, <u>ARTICLE 22</u>	18.
Jury Duty, <u>ARTICLE 33</u>	30.
Layoffs and Military Leave, <u>ARTICLE 4</u>	5.
Leaves of Absence, <u>ARTICLE 25</u>	24.
Longevity, <u>ARTICLE 21</u>	17.
Management Rights Reserved, <u>ARTICLE 3</u>	4.
Overtime - Compensatory Time - Guaranteed Hours - Stand-by, <u>ARTICLE 23</u>	18.
Personnel Files, <u>ARTICLE 7</u>	5.
Probationary Period, <u>ARTICLE 9</u>	8.
Promotions and Reclassifications, <u>ARTICLE 24</u>	22.
Recognition and Bargaining Unit, <u>ARTICLE 1</u>	1.
Residency, <u>ARTICLE 26</u>	26.
Retirement, <u>ARTICLE 17</u>	16.
Seniority, <u>ARTICLE 2</u>	1.
Sick Leave, <u>ARTICLE 14</u>	13.
Signatures	30.
Trial Period, <u>ARTICLE 11</u>	10.
Union Activity, <u>ARTICLE 19</u>	17.
Union Representation, <u>ARTICLE 6</u>	5.
Vacations, <u>ARTICLE 15</u>	14.
Wages and Pay Date, <u>ARTICLE 20</u>	17.
Worker's Compensation - Injury Leave, <u>ARTICLE 18</u>	16.

May 31, 1993

AGREED:

AGREEMENT

This agreement made and entered into to be effective the 1st day of January, 1992, by and between Manitowoc County, Wisconsin, hereinafter referred to as the "Employer", and the Manitowoc County Human Services Department Professionals, Local 986-A, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

Whereas, the mutual interests of the Employer and the Union are recognized by the Agreement for the operation of the various departments under the methods that will promote cooperation and understanding between the parties and maintain the morale, well-being and security of the employees.

Neither party to this Agreement by such act at the time hereto or subsequent hereto, agrees to, or does waive any rights possessed by it or them under any State or Federal laws, regulations or statutes. Should any of the provisions of this Agreement be found to be in violation of any law of the above listed governing bodies, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

We, the contracting parties, set forth the following as our will and Agreement.

AGREED: ARTICLE 1 RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the exclusive bargaining agent of the professional employees of the Employer engaged in the operation of the Manitowoc County Human Services Department, excluding the Director, Deputy Director, Social Work Supervisor(s), Clinical Director/Psychiatrist, Clinical Services Manager, Clinical Team Supervisor, Economic Support Manager, Economic Support Supervisor, Administrative Operations Manager, Accounting/Data Processing Supervisor, Management Support Services Supervisor, and clerical and para-professional employees of the Human Services Department who are represented by other bargaining units.

The Employer and the Union agree they shall not discriminate in the administration of the provisions of this Agreement relative to personnel with handicapping conditions as defined by State and Federal laws or Courts of Competent Jurisdiction.

AGREED: ARTICLE 2 SENIORITY

A. Seniority: It shall be the policy of the Social Human Services Department to recognize seniority.

- B. Definition: Seniority shall be defined for the purposes of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment in the County beginning with the date and hour on which the employee began to work after last being hired. However, it is understood that job posting preference shall be given to Department Bargaining Unit seniority. The-Department Bargaining Unit seniority shall be defined as net credited service within the-Department- County to and including February 18, 1991, and net credited service in the Bargaining Unit after February 18, 1991. Bargaining Unit Department-and County seniority shall include time spent in the armed forces of the country (if such military service occurred after date of hire). Department-Bargaining Unit and County seniority shall not include unpaid temporary leaves of absence in excess of six (6) months in any period of twelve (12) consecutive months.
- C. Layoffs: In reducing employee personnel, the last person hired within the affected group shall be the first person laid off, and the last person laid off within the affected group shall be the first person rehired.

~~For-the-purposes-of-layoff-and-recall-there-shall-be-three separate-groups-of-employees:~~

~~1.---Social-Workers~~

- ~~a.---Social-Worker-4~~
- ~~b.---Social-Worker-3~~
- ~~c.---Social-Worker-2~~
- ~~d.---Social-Worker-1~~

~~2.---Paraprofessional-Workers~~

- ~~a.---Social-Services-Aide-3~~
- ~~b.---Social-Services-Aide-2~~
- ~~c.---Social-Services-Aide-1~~
- ~~d.---Income-Maintenance-Worker-4~~
- ~~e.---Income-Maintenance-Worker-3~~
- ~~f.---Income-Maintenance-Worker-2~~
- ~~g.---Income-Maintenance-Worker-1~~
- ~~h.---Verification-Specialist~~

~~3.---Clerical~~

- ~~a.---Clerk/Typist-4~~
- ~~b.---Clerk/Typist-3-(Terminal-Operator-2)*~~
- ~~c.---Clerk/Typist-2-(Terminal-Operator-2)*~~
- ~~d.---Administrative-Assistant-1~~

~~Layoff-and-recall-within-the-above-groups-shall-be-in accordance-with-the-employee's-departmental-seniority.~~

~~*The-terminal-operator-positions-will-be-merged-into-the clerk-typist-positions-as-indicated-when-the-Wisconsin-Department of-Health-and-Social-Services-implements-computerization-of income-maintenance-worker-positions.~~

Layoff and recall shall be within the following groups of employees:

1. Psychologists (shall be allowed to bump in to group 4 too)
2. Registered Nurses
3. Alcohol and Other Drug Abuse positions requiring certification
4. Mental Health (Counseling Center, GSP, IHH, Crisis Team)
5. All other Human Services Department positions

Layoff and recall within the above groups shall be in accordance with the employee's bargaining unit seniority.

D. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. Resigns by written statement to the Employer;
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without notification to the Employer, unless unable to notify for medical reasons;
4. Fails to report to work within five (5) days after having been recalled from layoff, unless an extension is granted by the County. Employees who are sick or disabled shall report to work upon recovery from the illness or disability (after said five (5) work day period);
5. Is on a leave of absence for personal or health reasons and is physically able to return to work but accepts other employment without permission; or,
6. Is retired.

E. Notice of Recall: The notice of recall for any employee who has been laid off shall be mailed to the last known address of the employee on the books of the County. Such notice shall be deemed effective upon date of receipt of registered mail. Employees on layoff are responsible for notifying the

County of any changes in their mailing address. Notice of a change in address should be given to the Human Services Department.

AGREED: ARTICLE 3 - MANagements RIGHTS RESERVED

Unless otherwise herein provided, management of the work and direction of the working force, including the right to hire, promote, transfer, demote, or suspend, or otherwise discharge for just cause, and the right to relieve employees from duty because of lack of work or other legitimate reason, is vested exclusively in the Employer. If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due him or her for such period of time involved in the matter.

Manitowoc County shall have the sole right to contract for any work it chooses and to direct its employees to perform such work wherever located subject only to the restrictions imposed by this Agreement and the Wisconsin Statutes. In the event the Employer desires to subcontract any work which will result in the layoff of any County employees, said matter shall first be reviewed with the Union.

Unless otherwise herein provided, the Employer shall have the explicit right to determine the specific hours of employment and the length of work week and to make such changes in the details of employment of the various employees as it from time to time deems necessary for the effective operation of the department. The Employer may adopt reasonable work rules except as otherwise provided in this Agreement.

The Employer agrees that all amenities and practices in effect for a minimum period of twelve (12) months or more, but not specifically referred to in this Agreement shall continue for the duration of this Agreement. The parties recognize the County's right to implement an Employee Assistance Program. Practices and policies established pursuant to the Employee Assistance Program shall not be considered a past practice, regardless of how long they exist. The County reserves the right to modify or discontinue any portion of the program. The decision of the county to modify or discontinue any portion or all of the program shall not be subject to the grievance procedure.

The term "Employee Assistance Program" refers to a system of employee referral and counseling which helps employees with emotional, mental, chemical dependence and other personal problems. Referrals and counseling shall be confidential and shall not be disclosed or considered except as expressly authorized by the employee in writing.

AGREED: ARTICLE 4 - LAYOFFS AND MILITARY LEAVE

The seniority rights of an employee shall continue to accumulate during layoff periods for legitimate reasons or during service with the military forces of the United States, provided, however, said employee applies to return to work within ninety (90) days after the date of his or her discharge from said service.

AGREED: ARTICLE 5 - DISCIPLINARY PROCEDURES

- A. Employees may be disciplined for just cause. It is understood and agreed that just progressive discipline shall be followed. The Employer shall provide the employee and Union with a letter setting forth the reason(s) for the disciplinary action.
- B. Discharge: When an employee is discharged or terminated by the Employer, a written discharge or termination report shall be prepared stating the effective date and the reason(s) for the discharge or termination. One (1) copy of the report shall be retained by the Employer, one (1) copy shall be given to the employee, and one (1) copy shall be filed with the Union.
- C. Discharge of Probationary Employees: When a probationary employee is discharged or terminated by the Employer, the procedure set forth in Paragraph B above shall be followed. However, a probationary employee may be discharged without recourse to the grievance procedure.

AGREED: ARTICLE 6 - UNION REPRESENTATION

An employee shall be entitled to Union representation upon request when being interviewed for disciplinary purposes that may result in discipline or disciplinary hearings.

AGREED: ARTICLE 7 - PERSONNEL FILES

Employees shall be entitled to review the contents of their personnel files as provided in Wisconsin Statutes 103.13 - Records Open to Employees, and merit system regulations.

AGREED: ARTICLE 8 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: Should any differences arise between the Employer and the Union as to the meaning and application of this Agreement, or as to any question

relating to wages, hours and working conditions, they shall be settled under the provisions of this Article.

- B. Time Limitations: The failure of a party to appeal a grievance in a timely fashion will be treated as a settlement to that particular grievance, without prejudice. However, if it is not possible to comply with the time limitation specified in the grievance procedure because of work schedules, illness, vacations, holidays, any approved leave or time off, these time limitations may be extended by mutual agreement.

The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure.

- C. Steps in Procedure:

Step 1: The employee and one (1) Union steward shall orally state grievances to the immediate supervisor within a reasonable period of time, but in no event later than thirty (30) working days after the Union knew or should have known of the occurrence of such grievance. In the event of a grievance, the employee shall perform his or her immediate assigned work task, if any, and grieve the dispute later, unless his or her health or safety is endangered. The immediate supervisor shall, within five (5) working days, orally inform the employee and the Union steward of his or her decision.

Step 2: If the grievance is not settled in Step 1, the Union shall reduce the grievance to writing and present it to the Director within ten (10) working days of communication of the immediate supervisor's oral response. The Director shall offer to discuss the grievance with the Union and following such meeting, if any, shall respond in writing within ten (10) working days of receipt of the grievance.

Step 3: If the grievance has not been settled in Step 2, or if the parties mutually agree to waive Steps 1 and 2, the grievance shall be submitted in writing to the Personnel Director Coordinator within ten (10) working days after receipt of the-Director's Coordinator's written decision. Original grievances as provided for in Step 1 shall be reduced to writing and submitted to the Personnel-Director Coordinator. The

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Personnel-Director Coordinator shall offer to meet with the Union to discuss such grievances with the Union upon written request including identification of all grievances to be discussed within ten (10) working days after receipt of such request. Following such meeting, if any, the Personnel Director-Coordinator shall respond in writing to the Union within the (10) working days following receipt of the grievance.

Step 4 - Arbitration:

- a. Notice of Arbitration: If a satisfactory settlement is not reached in Step 3, the Union shall notify the Employer in writing within thirty (30) calendar days of receipt of the written decision of the Personnel Committee of its intent to process the grievance to arbitration.
- b. Arbitrator: The grievance shall be submitted to an arbitrator mutually agreeable to the Employer and the Union. If the Employer and the Union are unable to agree on an arbitrator within ten (10) calendar days, either party may request the Wisconsin Employment Relations Commission to appoint an arbitrator.
- c. Arbitration Hearing: The Arbitrator shall, with the consent of both parties, use his or her best efforts to mediate the grievance before the Arbitration Hearing. The parties shall attempt to agree in advance on stipulated facts and issues to be used as well as procedures to be followed at the hearing. The Arbitrator selected or appointed shall meet with the parties at the earliest mutually agreeable date to review the evidence and hear testimony. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties. The decision shall be submitted in writing as soon as possible after the completion of the hearing.
- d. Costs: Each party shall bear the costs of its possible attorney's fees. The party against whom the decision is rendered shall bear the full cost, if any, of the selected arbitrator. Either party may request a

transcript; however, no party shall be required to order or pay for a copy of the transcript. Any registration or filing fee (s) shall be shared equally by the parties.

- e. Decision of the Arbitrator: The Arbitrator shall not modify, add to, or delete from the terms of the Agreement.

D. Expedited Arbitration. In order to increase efficiency and reduce cost to process grievances where facts are not in dispute, the Union and the Employer may agree to submit disputes to expedited arbitration in lieu of a formal arbitration hearing.

1. Availability. Both the Employer and the Union must agree to submit a dispute to expedited arbitration. The decision to submit a particular dispute to expedited arbitration does not constitute a practice or past practice or precedent for future disputes.
2. No prejudice. Neither the Employer nor the Union waives any rights by submitting a grievance to expedited arbitration. No inference may be drawn from the fact that expedited arbitration has been selected. No change in the underlying burden of proof nor in the presentation may be inferred from the submission of a dispute to expedited arbitration.
3. Stipulated facts. All facts material to the dispute must be recited in a stipulation approved by the representative of the Employer and of the Union. Any exhibits or items of evidence shall be provided with the stipulation and listed.
4. No testimony or record. There shall be no testimony or oral record as such of a proceeding submitted for expedited arbitration. The record for the arbitrator shall be the stipulations and exhibits agreed to by the parties.
5. Briefs. The parties may agree to submit briefs arguing their case to the arbitrator. Briefs shall be filed within 45 days of the date the representatives sign the stipulations submitting the stipulated record to the arbitrator. Briefs shall be filed with the arbitrator, who shall exchange briefs on behalf of the parties. There shall be no reply briefs.
6. Effect of decision. The decision of the arbitrator in expedited arbitrations shall have the same effect as if the matter had been heard at a hearing.

AGREED:

ARTICLE 9 - PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of six (6) months from the date of hire (transferred employees shall serve a trial period as specified in this Agreement). Probationary employees may be discharged without recourse to the grievance procedure, but the requirements of Article 5, Paragraphs B and C shall be followed. Probationary employees shall be entitled to Union representation on all other matters. Continued service beyond the specified probationary period shall be deemed evidence of satisfactory completion of the probation.

AGREED:

ARTICLE 10 - DEFINITIONS OF EMPLOYEES

- A. Regular Full-Time: A regular full-time employee is a person hired to fill a regular full-time position. Full-time employees are eligible to receive all benefits in this Agreement.
- B. Regular Part-Time: A regular part-time employee is a person hired to fill a regular part-time position. Regular part-time employees shall not be used to replace, reduce or displace regular full-time employment.

~~Regular-full-time-employees-hired-prior-to-January-1,-1984, and-working-on-a-continuous-basis-through-December-31,-1983, who-subsequently-become-regular-part-time-employees-and regular-part-time-employees-hired-prior-to-January-1,-1984, shall-be-entitled-to-all-fringe-benefits-under-this Agreement.--(Holiday,-vacation-and-sick-leave-benefits-shall be-pro-rated.)~~

Regular part-time employees hired-on-or-after-January-1, 1984,-shall be eligible for all fringe benefits under this Agreement prorated according to the percentage of full-time worked by the employee, which percentage shall be determined as follows:

1. The percentage shall be determined ~~four-(4)-two~~ (2) times per year:
 - January 1st
 - April-1st
 - July 1st
 - October-1st
2. The percentage for the ensuing quarter shall be determined by dividing the number of hours paid by ~~four hundred-and-ninety-four-(494)-nine hundred eighty-eight~~ (988) hours.

3. Certain benefits such as pension contributions and longevity are paid per hour and shall not be further prorated.
4. Worker's Compensation leave, layoff and other leave shall not diminish the employee's proration factor.
- C. Seasonal: A seasonal employee is a person on the active payroll only during the season during which his or her services are required. Seasonal employees are not entitled to any of the fringe benefits under this Agreement. Seasonal employees shall not be used to replace, reduce or displace regular employment.
- D. Limited Term Employee: A Limited Term Employee (LTE) is one hired for a specified period of time (not to exceed six (6) months) and who will be separated from the payroll at the end of such period. Limited Term Employees (LTE's) shall receive none of the benefits contained in this Agreement. Limited Term Employees (LTE's) shall not be used to replace, reduce or displace regular employment.

AGREED:

ARTICLE 11 - TRIAL PERIOD

An employee upon being promoted or transferred to another classification, shall serve a trial period of six (6) months in the new classification. An employee who cannot do the work of the new classification within the six (6) month trial period shall be returned to his or her former position. The Employer may step the employee back to his or her former position at any time during the trial period, subject to the grievance procedure. The employee may return to his or her former position if he or she so elects during the six (6) month trial period upon giving five (5) calendar days written notice to his or her Department Head. The employee shall receive a one (1) pay step increase in wages to the next higher pay step of the new classification upon promotion, and thereafter he or she shall progress on the wage schedule (Appendix A) according to the service requirements of each step.

~~For-Example:--If-a-Clerk/Typist-3-at-the-twenty-four-(24)-month-step-is-promoted-to-Clerk/Typist-4,-the-employee-would-be-placed-at-the-six-(6)-month-step-and-thereafter-would-move-to-the-twelve-(12)-month-step-after-twelve-(12)-months-service-in-the-Clerk/Typist-4-classification;-to-the-twenty-four-(24)-month-step-after-twenty-four-(24)-months-service-in-the-Clerk/Typist-4-classification.~~

The six (6) month trial period may be waived by mutual written agreement between the parties. Continued service beyond the six

(6) month trial period shall be deemed evidence of satisfactory completion of the trial period.

When an employee moves from a classification with a higher pay range to a classification with a lower pay range, he or she shall be placed at the step of the new classification which provides a decrease in pay and shall thereafter progress step by step on the anniversary which he or she had in the former classification, until the top pay step of the new classification is reached.

An employee who does not complete a trial period as provided at Article 11 - Trial Period shall be returned to his or her former classification at their former pay rate and with his or her former anniversary date for pay progression purposes.

AGREED: ARTICLE 12 - HOLIDAYS

All employees shall be granted ten (10) paid holidays each year. They are as follows:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

and a "floating holiday", said days to be a day chosen by the employee subject to the approval of the Director or his or her designee. However, the floating holiday cannot be used during the employee's probationary period. Upon completion of probation the employee shall be entitled to the use of any floating holiday earned during the probationary period.

The following shall be one-half ($\frac{1}{2}$) day paid holidays (four (4) hours straight pay):

One-half ($\frac{1}{2}$) day Good Friday, and
One-half ($\frac{1}{2}$) day December 31.

An employee must be in attendance on his or her work day immediately preceding and immediately following the holiday to be eligible for the holiday pay, except when on an approved absence.

When the Fourth of July falls on Saturday-or-Sunday, the Fourth of July holiday shall be observed on the previous Friday. When the Fourth of July falls on a Sunday, the Fourth of July holiday shall be observed on the following Monday.

When Christmas Day falls on Saturday, or Sunday the Christmas Eve and Christmas Day holidays shall be observed on the preceding Friday and the following Monday.

When Christmas Day falls on Monday, the Christmas Eve and Christmas Day holidays shall be observed on Monday, December 25, and Tuesday, December 26.

When new Year's Day falls on Saturday, Sunday or Monday, the New Year's Eve holiday shall be observed the preceding Friday (afternoon) and the New Year's Day holiday shall be observed on Monday.

AGREED:

ARTICLE 13 - HOSPITAL AND SURGICAL INSURANCE - LIFE INSURANCE

A. Hospital and Surgical Insurance: In the area of hospital and surgical insurance, the County agrees to pay the following premiums:

Single Plan: One-hundred-percent-~~(100%)~~-Ninety-five percent (95%) of the premium.

Family Plan: One-hundred-percent-~~(100%)~~-Ninety-five percent (95%) of the premium.

The Employer shall provide for the Section 125 sheltering of employee premium contributions for dental insurance, health insurance as well as child care costs for child care at facilities mutually agreed upon by the Union and the Employer. The Employer shall pay all initial and continuing administrative fees and costs of the Section 125 plan defined in this paragraph.

B. Change of Coverage: The insurance coverage shall not be changed without the mutual written consent of the parties except that the Employer shall be free to improve the insurance coverage at any time.

C. Life Insurance: With respect to group life insurance, the County will pay during the term of the Agreement eleven-twelfths (11/12) of the employee premium. The County also agrees to make group life coverage for spouses and dependents available to be paid by the employee.

D. Retirees: Retirees shall be entitled to continue their coverage under the County Group Health and Medical Insurance Plan at the employee's expense. The County shall not be held responsible if the employee fails to pay his or her monthly amount due to the County Treasurer's office and his

or her policy coverage lapses. All such payments shall be made by the employee to the County Treasurer's office fifteen (15) days prior to the date the policy premium is due to the carrier.

- E. Open Enrollment: At any time the insurance carrier is changed, employees shall be entitled to enroll for coverage under the group insurance policy (single plan or family plan) without requirement of physical examination or restriction as to coverage within an "open enrollment" period of fourteen (14) to thirty (30) days as arranged between the Employer and the insurance carrier.
- F. Dental Insurance: Payroll deduction of premium for group dental insurance plans shall be implemented to enable employees and their dependents to enroll in "Smile Plus", "Wisconsin Dental Plan", and any other plan designated by the Union.
- G. Chiropractic: All health coverage plans offered by the Employer shall cover chiropractic services as mandated by s. 632.87 (3) (a), Wis. Stats. (1987).

AGREED: ARTICLE 14 - SICK LEAVE

- A. Accumulation: Employees shall earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for a total of fifteen (15) days per year. Unused sick leave shall accumulate to a maximum of one hundred twenty (120) days. However, no sick leave benefits may be used during the probationary period although they may be accumulated on the employee's record.
- B. Notice of Sick Leave: In order to be eligible for sick leave pay, it is understood that on any work day when an employee is unable to perform his or her duties, he or she shall so advise his or her immediate supervisor, the Director or the Director's designee prior to the start of his or her work shift, if possible. In the event of critical illness or required attendance upon an employee's father, mother, spouse or child an employee shall be allowed to use accumulated sick leave.
- C. Regulation: Any employee off work due to illness for three (3) or more consecutive days may be required by the Employer to submit a physician's statement.

After five (5) occurrences, (funeral supplement not included), the Employer may require an employee to furnish a physician's certificate for the sixth (6th) sick leave occurrence and thereafter in a calendar year. It is

understood that in counting occurrences for the requirement of bringing in a physician's certificate to return to work from sick days, no occurrence shall be counted if a physician's certificate is brought in for such occurrence. If there is any additional expense for such physician's certificate, the Employer shall pay the cost of the same.

As to sick leave absences caused by a dependent's sickness, the County may, if it has a reasonable basis for questioning the taking of such leave, require that after five (5) total absences covering all sicknesses during a calendar year, that the employee supply a physician's certificate covering the sickness of the dependent, provided that the County pays for the cost of the physician's certificate. Furthermore, it is understood that in counting occurrences for dependent's sickness, no occurrence shall be counted if it is accompanied by a physician's certificate.

Under this Article, the Employer may at its expense, designate a physician to provide a second physician's written opinion regarding the employee's illness and/or need for sick leave.

Should there be a contradiction between the first and second physician's opinion, either the employee or the Employer may request a third physician's written opinion regarding the employee's illness and/or need for sick leave. Such third written opinion shall be from the physician selected by mutual agreement of the first and second physicians, and at the Employer's expense. It is further understood that the practice of requiring a second or third physician's statement will not be required in every circumstance, but rather on a case by case basis.

An employee claiming or obtaining sick leave benefits by proven fraud, deceit or falsified statement shall be subject to just progressive discipline.

D. Annual Payout: Employees who have accumulated the maximum sick leave shall at the end of each succeeding year receive one-half ($\frac{1}{2}$) pay for all unused sick leave.

E. Retirement Payout: The employee attaining the age of eligibility for retirement and upon his or her retirement shall receive one-half ($\frac{1}{2}$) pay for his or her unused sick leave accumulation at the contract rate of pay including longevity increments. An employee shall receive this retirement payout at the same time that he or she receives his or her final check. No sick leave shall accrue following receipt of the retirement payout; however, it is understood that retiring employees may also be entitled to Section D benefits of this Article. No employee shall

qualify for or receive more than a total of sixty (60) days pay under the terms of this Section.

- F. Death Benefit Payout: The Personal Representative of an employee, upon the death of the employee, shall receive on behalf of the deceased employee, pay for all of the employee's unused sick leave.

AGREED:

ARTICLE 15 - VACATIONS

- A. Each employee shall earn vacation in the following manner:

One (1) week vacation upon completion of one (1) year service

Two (2) weeks vacation upon completion of two (2) years' service

Three (3) weeks vacation upon completion of ~~eight-(8)-seven~~ (7) years' service

Upon completion of nine (9) years of service, the employee shall be granted an additional one (1) day per year for each year of continuous service completed from the ninth (9th) year through the eighteenth (18th) years of service so that effective with the completion of the eighteenth (18th) year of service, such employee will then be entitled to five (5) weeks of vacation.

- B. When a holiday falls within an employee's paid vacation period, the employee shall be granted a day off with pay in lieu of such holiday.
- C. If an employee terminates his or her employment for any reason during the year, he or she shall receive vacation pay at the rate of one-twelfth (1/12) of the total from the anniversary date of his or her employment to the termination date of his or her employment for each month of service during that year.
- D. All employees shall be required to use all accumulated vacation time during the year, and each employee shall be obligated to use his or her vacation within one (1) year of its being earned. In the event of unusual circumstances preventing the employee from taking such vacation, he or she must apply to the Department Head or the Department Head's designee, subject to the approval of the Personnel Committee, for any deviation from this rule.
- E. Notice: Each employee shall give a minimum of one (1) week's advance notice of requested vacation time off. Exceptions may be by the Department head of his or her

designee in the event of emergencies or other urgent and unexpected circumstances.

AGREED: ARTICLE 16 - FUNERAL LEAVE

When there is a death in the family, funeral leave shall be allowed as follows:

parent
spouse
child
step-child
mother-in-law
father-in-law up to three (3) working days with pay*

brother
sister
brother-in-law
sister-in-law up to two (2) work days with pay*

*depending upon travel and other extenuating circumstances

grandparents
grandchildren one (1) day with pay

If Employees are required to be absent beyond the three (3), two (2) or one (1) days as designated above, or for other funerals, such days will be deducted from the employee's sick leave time.

AGREED: ARTICLE 17 - RETIREMENT

The County agrees to post notices reminding the employees that it is their responsibility to check their vacation and sick leave balances periodically. This data will be kept on file in their department for the employee's reference. This is to avoid blame on any employee that may be due to oversight or clerical error for which the County might be held liable. This will also avoid any technicality which may arise when an employee decides to retire under circumstances other than forced retirement.

Effective January 1, -1986 1992, the County shall pay to the Wisconsin Retirement System an amount equal to 6% six and two tenths percent (6.2%) of the employee's gross wages.

AGREED: ARTICLE 18 - WORKER'S COMPENSATION - INJURY LEAVE

Any employee who is injured or suffers from illness caused by his or her work for the County becomes eligible under provisions of the Worker's Compensation Act of the State of Wisconsin. The Act

provides weekly compensation payments based on the salary rate of the employee.

Employees who qualify for Worker's Compensation benefits shall be entitled to receive the benefit check (s) and payment from the County equal to the difference between their normal wages and the amount received through Worker's Compensation. This benefit shall be for thirty (30) work days. If at the expiration of the thirty (30) work day period, the employee remains incapacitated, the County shall continue to pay the employee the difference between their normal wages and the worker's compensation check, however, that amount shall be deducted from unused sick leave, provided said employee has unused sick leave credits.

After sick leave time is exhausted, the employee shall receive only the worker's compensation payments.

AGREED: ARTICLE 19 - UNION ACTIVITY

- A. Conduct of Business: The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward or officer from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement, nor to prevent routine business such as the posting of Union notices. Business representatives may contact members at a reasonable time. The Employer agrees not to deduct such reasonable time from the pay of such employees.
- B. Negotiations: Attempts shall be made to conduct negotiations outside of the regular work hours. If such meetings must be conducted during the work hours and are called by the Employer, such time shall not be deducted from the pay of the designated Union representatives. If negotiation meetings are called by the Union during regular work hours, such time shall be deducted from the pay of the Union representatives.
- C. The Employer agrees that Union notices pertaining to Union business may be posted on a single designated bulletin board within each Human Services Department work location.

AGREED: ARTICLE 20 - WAGES AND PAY DATE

The wage schedules shall be as set forth in Appendix "A" and shall be effective January 1, -1989 1992 and January 1, -1990 1993.

Employees shall be paid every other Friday subject to a one (1) week delay in payment of wages.

AGREED:

ARTICLE 21 - LONGEVITY

Commencing with the date of completion of the required years of service and continuing with each pay period thereafter, all employees shall receive longevity payments as follows:

After five (5) years service	\$14.00 per month \$.09 hourly
After ten (10) years service	\$21.00 per month \$.13 hourly
After fifteen (15) years service	\$26.00 per month \$.16 hourly
After twenty (20) years service	\$31.00 per month \$.19 hourly

AGREED:

ARTICLE 22 - JOB POSTING

Notice of vacancies and new positions shall be posted within five (5) working days after the vacancy occurs on the bulletin boards at each job site, in the-Department Counseling Center, Human Services Department East, Human Services Department West, as well as bulletin board in the office of the County Clerk and Personnel Office for five (5) working days. Jobs may be posted prior to the actual vacancy with stipulation as to the date the position will become vacant. Any employee desiring to fill any such posted vacancy or new position shall make application in writing and submit it to the Personnel Office. After the conclusion of the posting period, the applications shall be opened at the Personnel Office in the presence of a representative of the Union and a representative of the County Personnel Committee, and a representative of the Department's Administrative Staff.

Whenever any vacancy occurs it shall be given to the employee with the greatest seniority within seven (7) working days after the completion of the posting period; however, when a position is posted prior to the vacancy date, it will be awarded to the Bargaining Unit employee with the greatest seniority within seven (7) work days of the vacancy date, subject to the qualifications of the department merit system.

When objections are made by the Director regarding the qualifications of an employee to fill the position, such objections shall be presented to the Union and the employee in writing by the Director or the Director's designee.

If there is any difference of opinion as to the qualifications of an employee, the County Personnel Committee and the Union Committee shall take the matter up for adjustment through the grievance procedure.

The employer shall post a notice of all job vacancies from any other county department(s) on the-Social-Service-Department employees' Counseling Center, Human Services Department East, and Human Services Department West bulletin board for the information of the-Social-Services-Department Union employees.

AGREED:

ARTICLE 23 - OVERTIME - COMPENSATORY TIME - GUARANTEED HOURS - STAND-BY

- A. All hours worked outside of the guaranteed hours shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) under the following terms and conditions:
1. All scheduled overtime must have the prior approval of the Director or his or her designee.
 2. Employees working outside the guaranteed hours shall be paid or credited for a minimum of two (2) hours overtime.
 3. Employees may elect to take compensatory time off at the rate of time and one-half ($1\frac{1}{2}$) in lieu of overtime pay.
 - a. All compensatory time off shall be approved in advance by the Director or his or her designee.
 - b. Compensatory time off earned-on-or-after-April-15, 1986, shall accumulate to a maximum of two hundred forty (240) hours (that is one hundred sixty (160) hours worked).
 - ~~c. All compensatory time earned before April 15, 1986, shall not count as a part of the two hundred (240) hours in (b) above.~~
 - d. All overtime earned in excess of the two hundred forty (240) hours in (b) above shall be paid.
 - e. An employee shall be paid for all accumulated but unused compensatory time upon termination.
 - f. All compensatory time off must be used within the following thirteen (13) pay periods of the date it is earned.

B. Guaranteed Hours:

~~1. Clerical and Paraprofessional Employees:--The guaranteed work day for clerical and paraprofessionals employees shall be eight (8) hours (8 a.m. to 12 noon, and 1 p.m. to 5 p.m.) on Monday, and the guaranteed work day shall be seven and one-half (7- $\frac{1}{2}$) hours (8 a.m. to 12 noon, and 1 p.m. to 4:30 p.m.) Tuesday through Friday.~~

2-1. Professional Employees: The guaranteed normal work day for professional employees shall be one eight (8) hours day and four (4)-on-Monday-and seven and one-half (7½) hours days Tuesday-Monday through Friday.

3-2. Flex-Time

Flex-time shall be permitted by the mutual written agreement of the employee and the Department Head or the Department Head's designee. Said Flex-time shall be defined as straight time scheduling revisions of starting-quitting times, lunch periods and their duration, number of days per week and number of hours per day. Up to thirty-eight (38) hours per work week may be scheduled on a straight time basis.

C. Stand-by

~~Stand-by-duty-for-Social-Workers-(1-2-3-4)-shall-be administered-as-follows:~~

- ~~1.---Stand-by-assignment-shall-be-rotated-among-all-social workers.~~
- ~~2.---Stand-by-assignments-may-be-interchanged-among-social workers.---The-social-workers-who-are-interchanging their-on-call-weeks-shall-inform-the-Social-Work Supervisor-or-the-Supervisor's-designee-of-the interchange,-in-writing.---The-social-workers-shall inform-the-Social-Work-Supervisor-no-later-than-4-p.m. of-the-Friday-before-the-beginning-of-the-stand-by assignment-being-interchanged.~~
- ~~3.---Stand-by-duty-shall-consist-on-a-one-(1)-week-period commencing-at-8:00-a.m.-Monday-and-concluding-at-8:00 a.m.-the-following-Monday,-exclusive-of-regular-work hours,-Monday-through-Friday.~~
- ~~4.---Social-Workers-shall-receive-ten-(10)-hours compensatory-time-off-for-each-one-(1)-week-period-of stand-by-duty.---Stand-by-compensatory-time-shall-be taken-off-within-the-time-frame-stated-in-Paragraph-A, 3-f.~~
- ~~5.---compensatory-time-off-for-stand-by-duty-shall-be-in addition-to-compensatory-time-earned-for-call-in-while on-stand-by-duty.~~
- ~~6.---Telephone-calls-equaling-or-exceeding-thirty-(30) minutes-total-in-one-(1)-day-while-on-stand-by-shall qualify-as-a-call-in.~~

7.---The-person-assigned-stand-by-during-a-holiday-shall receive-an-additional-7.5-hours-of-compensatory-time-- When-the-holiday-falls-on-a-Monday,-the-person-assigned the-evening-hours-of-the-holiday-gets-the-holiday compensatory-time-rather-than-the-morning-person.- Note:--3.5-hours-of-compensatory-time-for-half-day holidays-

1. Crisis Intervention Team: Crisis Intervention shall be performed by assigned employees (Crisis Team). When a vacancy occurs, these positions shall be posted. Employees who are assigned stand-by duty on a full-time basis shall work the equivalent of one seven (7) day week and have the next seven (7) day week off. These employees shall be paid the equivalent of seventy-six (76) hours pay for each pay period.
2. Voluntary Back-up Crisis Intervention: In the event that Crisis Team employees are unavailable due to vacation, holiday, sick leave, funeral leave, maternity leave, training, or compensatory time off, the Employer shall post a sign-up list for employees desiring to provide this service. The Employer shall choose the senior qualified employee from the list to provide Back-up Crisis Intervention.

Assigned Back-up Crisis Intervention: If no employees have signed up for available Back-up Crisis Intervention, or no volunteer are available to take part in a specific Back-up Crisis Intervention assignment, back-up duty shall be assigned to a qualified Level 2 employee with the least departmental seniority, for no more than one continuous week. If the least senior Level 2 employee has been assigned within a calendar year, a rotation will occur, whereby, in reverse order of seniority, the next least senior qualified Level 2 employee shall be assigned until all qualified Level 2 employees have taken part. Should there be no qualified Level 2 employees who have not been assigned to Back-up Crisis Intervention during a one-year period, the same process will be used for selecting, first qualified Level 3 employees and finally Level 4 employees to be assigned to Back-up Crisis Intervention.

An updated seniority list of employees shall be posted effective January 1st and July 1st of each year. Changes on the list shall be made only at that time. The employee's status on this list shall be the basis for Back-up Crisis Intervention assignment for the ensuing six (6) months. If an employee, as defined in the immediately preceding paragraph is assigned to be

available for Back-up Crisis Intervention, that employee shall be compensated at his or her regular rate of pay for all such assigned Back-up Crisis Intervention hours. Simply being listed on the rotation schedule does not constitute "assignment".

Employees assigned to Court Liason, LTS and DD units shall not be required to provide Back-up Crisis Intervention service.

3. Case Load Adjustment: When employees respond to a request for service while on Back-up Crisis Intervention or off duty, the employee's supervisor shall consider the case received when adjusting case loads.

4. Basic Compensation for Back-Up Crisis Intervention

Monday through Friday - Two (2) hours each day in either compensatory time or pay. For voluntary participants in Back-up Crisis Intervention, if pay is chosen initially, the hourly amount will be at minimum the-SW-3-starting-rate the employee's current hourly rate plus fifty cents (50¢) per hour. If an employee is involuntarily assigned to Back-up Crisis Intervention duty, and the employee chooses pay, the employee shall be compensated at his/her current rate of pay. If-converted-from compensatory time is converted to pay at a later-time date, the employee's normal hourly wage will be used. (this is to avoid creating two "levels" of compensatory time.)

Saturday and Sunday - Three (3) hours each day in either compensatory time or pay. (Same provisions as during week day duty for level of pay and conversion of compensatory time.)

Holidays - Seven and one-half ($7\frac{1}{2}$) hours of compensatory time or pay. Half ($\frac{1}{2}$) day holidays shall be compensated at three and three-quarters ($3\frac{3}{4}$) hours of compensatory time or pay. (Same provision as during week day duty for level of pay and conversion of compensatory time.)

On weekdays, crisis-Back-up Crisis Intervention will begin at 4:15 p.m. (4:45 p.m. on Mondays) and last until 8:30 a.m. the next morning. Weekend Back-up Crisis Intervention will begin at 4:15 p.m. Friday afternoon and end at 8:30 a.m. Monday morning.

Workers are required to "de-brief" each work day morning with the appropriate supervisors. When

necessary, workers shall appear in court to testify concerning the cases that they encountered while on ~~crisis-Back-up~~ Crisis Intervention duty.

5. Response Compensation for Back-up Crisis Intervention Stand-by

For each case that the worker goes out on during the course of ~~crisis-Back-up~~ Crisis Intervention duty they will be reimbursed a minimum of two (2) hours compensatory time/pay or time and one half (1½), whichever is greater. Telephone calls equaling or exceeding thirty (30) minutes total in one (1) day while on ~~crisis-Back-up~~ Crisis Intervention duty shall qualify as a "call-out."

AGREED: ARTICLE 24 - PROMOTIONS AND RECLASSIFICATIONS

- A. Promotion: Promotion is defined as the movement of an employee from one position to another having a greater wage rate or maximum wage rate. When promoted, an employee's wage rate shall be increased to the lowest rate of pay in the new salary range which provides an increase, and the pay advancements will proceed as provided in the salary schedule from the date of the promotion.

Promotions. Promotions shall be granted on the basis of the Personnel Regulations of the Manitowoc County Human Services Department.

B. Reclassifications

1. Reclassifications shall be granted within the following groups:

- a. Social Worker 1-2-3-4
- b.---Income-Maintenance-Worker-1-2-3-4
- c.---Clerk/Typist-2-3-4
- d.---Social-Service-Aide-1-2-3
- e.---Administrative-assistant
- f.---Verification-Specialist
- b. AODA Counselor 1-2-3-4
- c. Clinical Psychologist
- d. Psychiatric Nurse

Employees who meet the eligibility requirements for reclassification shall be considered for reclassifications as of their anniversary dates in their current position (which is not necessarily their department anniversary date). The department shall perform all necessary evaluations to determine whether

an employee has attained the requirements for reclassification. Evaluations shall be completed not more than thirty (30) days prior to nor more than thirty (30) days after the employee's anniversary date. The department shall notify the employee of its decision on a reclassification within thirty (30) days of the employee's eligibility date. If a reclassification is approved, it shall be effective as of the employee's anniversary date. If a reclassification is denied, the employee may reapply after six months from the date of the denial.

2. Employees shall progress along the pay grade steps when they have completed the appropriate number of months between the steps (e.g. ~~{18}~~-twelve (12) months between the twenty-four (24) and ~~{42}~~-thirty-six (36) month steps etc.). The employee's length of service shall be calculated using the anniversary date in the position as the starting time.

2-3. Reclassifications shall be granted automatically on the following basis:

- a. Upon successful completion of the experience required for each specific position by the Personnel Regulations of the Manitowoc County Human Services Department.
- b. Upon successful completion of the training or education requirements set forth in the Personnel Regulations of the Manitowoc County Human Services Department.
- c. Upon the satisfactory determination of the Director, or in his or her absence, his or her designee, that conditions for reclassification have been met.
- d. In the event the Employer's agent(s) have unjustly or incorrectly evaluated an employee or unjustly refused or failed to approve a reclassification, the employee shall have recourse to the grievance procedure.

~~e. --- Reclassifications shall be effective the first of the month following the satisfactory recommendation of the Director or his or her designee.~~

C. Standards. The standards for Promotions and Reclassifications shall be as set forth in Appendix-E B of this Agreement subject to the Employer's right to make

further modifications in minimum qualifications of positions. In the event the Employer makes such modifications, the Union may demand negotiations on the impact of the modifications.

AGREED: ARTICLE 25 - LEAVES OF ABSENCE

A. Extended Illness and Disability Leave:

1. Length of Leave: Employees absent for prolonged illness or disability due to injury shall be granted an unpaid leave of absence for up to twelve (12) consecutive months.
 2. Notice of Leave: An employee electing such leave shall notify his or her Department head who will in turn contact the Personnel Committee in writing.
 3. Medical Certificates: The employee shall be required to furnish the county with a physician's statement identifying the illness or injury, explaining why the leave is needed, and estimating how long the illness or disability due to injury will continue, every two (2) months. The Personnel Committee may require the employee to be examined by a physician designated by the Personnel Committee and in such instance the County shall pay the cost of such examination.
- B. Health and Life Insurance: An employee on an unpaid leave of absence in excess of one (1) calendar month shall, if he or she so desires, be permitted to continue group hospital and life insurance coverage. The cost of his or her own and the County's share of such contribution for such continued coverage shall be paid by the employee to the County Treasurer's office. the Employer shall in turn pay the premium to the insurance carrier(s).
- C. Leaves for Union Activity: Members and officers of the Union shall be granted unpaid leaves of absence to attend and participate in Union conventions, conferences, seminars, training and education sessions. The Department Head can require that the number of employees granted such leave at any one time does not impair the operation of the department. The employee shall notify his or her Department Head three (3) days prior to the date of the requested unpaid leave of absence.
- D. Maternity Leave: Employees who become pregnant shall be granted a maternity leave of absence during the period between the date the employee's doctor certifies that the employee is medically incapable of performing her normal

duties and the date the employee's doctor certifies that she is medically capable of renewing normal working duties.

Employees may be entitled to the use of accumulated sick leave benefits during such maternity leave only on the actual working days missed.

Pregnant employees should give reasonable notice of the need for leave, if possible.

Termination benefits shall not be paid during a maternity leave of absence. However, maternity leave shall not prejudice the payment of termination benefits upon actual termination of the employee.

The requirements of Paragraph A, 3 above shall be met except that a physician's certificate shall not be required every two (2) months.

- E. Other Leaves: Unpaid leaves of absence for reasons other than those specified above may be granted by the Personnel Committee for up to two (2) years. The employee shall apply in writing to the Department Head as soon as the need for a leave is known, but in no event later than thirty (30) days prior to the date the leave is desired.

The Department Head can authorize leaves of absence for up to ten (10) working days, any leave over ten (10) days for any purpose should be cleared first ~~be~~-by the Department Head and then approved by the Personnel Committee.

- F. Extensions: Such additional leave shall be applied for as in Section (E) above.
- G. Return from Leave: Upon return from a leave of absence, as specified in Section E of this Article, the employee shall be assigned to his or her former position if such assignment does not disrupt the normal operations of the Department. All other employees returning from a leave of absence shall be returned to their former position.
- H. Sick Leave and Vacation Benefits: No sick leave or vacation benefits will accrue during any leave of absence as established by this Article; however, if an employee works a portion of a month, the employee shall be credited and will accrue vacation and sick leave for that month.

AGREED: ARTICLE 26 - RESIDENCY

All employees of Manitowoc County shall become residents of the County not later than six (6) months after the completion of

their probationary period. It is understood that this requirement is a specific condition of employment; however, the Personnel Committee may approve exceptions to this policy upon written notice to the Committee which sufficiently justifies the request.

AGREED: ARTICLE 27 - DUES DEDUCTION - FAIR SHARE AGREEMENT

A. Dues Deduction

1. Authorization

Upon receipt of a written authorization signed by the employee the Employer shall deduct union membership dues once each month from the employee's payroll check and pay said amount to the Treasurer of Local 986-A, AFSCME, AFL-CIO on or before the end of the month in which said deduction was made.

2. Certification

The Treasurer of Local 986-A shall certify the amount of monthly membership dues to be deducted.

3. Changes

Changes in the amount to be deducted shall be by written notification from the Union at least one (1) month before the effective date of any change.

4. Accounting

The Employer shall provide the Union with a list of all employees from whom such deductions are made with each monthly remittance to the Union.

5. Errors

If an error is discovered with respect to any deductions under this section, the County shall correct said error by appropriate adjustment in the next paycheck of the employee(s) or the next submission of funds to the Union.

B. Fair Share Agreement

1. Fair Share Agreement

The employer shall deduct once each month from the earnings of each employee in the bargaining unit who has not signed a written authorization for dues

deduction pursuant to Section A an amount certified by the Treasurer of Local 986-A, AFSCME, AFL-CIO as the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members and pay said amount to the Treasurer of Local 986-A, AFSCME, AFL-CIO on or before the end of the month in which said deduction was made.

2. Changes

Changes in the amount to be deducted shall be by written notification from the Union at least one (1) month before the effective date of any change.

3. Accounting

The Employer shall provide the Union with a list of all employees from whom such deductions are made with each monthly remittance to the Union.

4. Errors

If an error is discovered with respect to any deductions under this section, the County shall correct said error by appropriate adjustment in the next paycheck of the employee(s) or in the next submission of funds to the Union.

5. New Employees

The fair share deduction shall begin with the first paycheck following the first two (2) months of employment.

C. Hold Harmless

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, orders, judgements or other forms of liability against the County that arises out of the County's compliance with the Dues Deduction and Fair Share Agreement.

AGREED: ARTICLE 28 - ENTIRE MEMORANDUM OF AGREEMENT

- A. This Agreement constitutes the entire Agreement between Manitowoc County and Manitowoc County Social-Human Services employees Professionals, Local 986-A, AFSCME AFL-CIO. None of the terms and conditions of this Agreement shall be changed unilaterally. Changes may be made by mutual agreement of the parties in writing.

B. The parties agree that during the term of this Contract and any extension of the Contract by agreement, they shall not refuse to bargain in good faith.

AGREED: ARTICLE 29 - AUTOMOBILES AND MILEAGE

When the Employer authorizes the payment of a mileage allowance, it shall be at the rate of ~~twenty-two-cents-(22¢)~~-twenty-four cents (24¢) per mile, to be increased to an amount equal to that of any mileage allowance (not including any kind of lump sum payment in supplement thereto) which may be paid to any other County employee during the term of this Agreement.

AGREED: ARTICLE 30 - COFFEE BREAKS

All employees shall be entitled to one (1) fifteen (15) minute coffee break prior to noon of each work day and one (1) fifteen (15) minute coffee break after noon of each work day. Coffee breaks shall not be cumulative nor may they be used to extend the lunch period or shorten the work day.

AGREED: ARTICLE 31 - DURATION

This Agreement shall be effective as of January 1, ~~1989~~ 1992, and shall remain in full force and effect up to and including December 31, ~~1990~~ 1993. It shall continue to be in full force and effect thereafter until such time that either party desires to open, alter, amend or otherwise change this Agreement, subject to the provisions of this Agreement.

The timetable for conferences and negotiations shall be as follows:

Step 1: In order to reach a satisfactory agreement at a reasonable time, the Union shall notify the Personnel Committee of its intent to negotiate for changes in wages, hours and working conditions by August 1, ~~1990~~ 1993.

The above timetable for negotiations shall be subject to adjustment by mutual agreement of the parties. The parties may extend this Agreement after December 31, ~~1990~~ 1993, upon such terms and conditions as are mutually agreed to.

AGREED: ARTICLE 32 - EVALUATIONS

- A. Evaluation Forms. Evaluation forms shall include only questions, topics and comments related to the employee's job and job performance.
- B. Frequency.
1. Permanent Employees. If and when evaluations are performed, all permanent employees shall be evaluated on an individual basis. Permanent employees may not be evaluated more frequently than once every six (6) calendar months, unless certification/licensing criteria require more frequent evaluations.
 2. Probationary Employees. Probationary period evaluations shall be on an individual basis and at intervals deemed appropriate by the County. Probationary evaluations shall not be subject to the grievance procedure.
 3. Reclassifications. The Department shall complete reclassifications on time as stated in Article 24.
 4. At the request of an employee the Employer shall perform a thorough evaluation of the employee within thirty (30) days provided that the employee has not been evaluated within the previous six (6) months.
- C. Receipt of Evaluations. Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.
- D. Comments, Disputes. The employee shall have five (5) working days to respond in writing with his or her comments attached to the completed evaluation. Evaluation(s) shall be subject to arbitration if and when material to employee discipline or as a part of qualification(s) disputes.
- E. Evaluators. The Employer shall have the sole right to determine whether or not bargaining unit employees shall be evaluated and by which non-bargaining unit personnel, except as provided in B. 3. above.

AGREED:

ARTICLE 33 - JURY DUTY

Employees who are summoned for jury duty before the Wisconsin Circuit Court or the Federal District Court for the Eastern District of Wisconsin shall receive full regular pay and fringe

)

benefits during such service. The employee shall turn over to the County any fees received for jury duty unless the employee elects to take compensatory time off pay or vacation pay for the time of jury duty.

FOR MANITOWOC COUNTY:

FOR LOCAL 986-A, AFSCME, AFL-CIO

Date: _____

APPENDIX A - WAGE SCHEDULES

1992 WAGE SCHEDULE

	Start	12 months	24 months	36 months	48 months	60 months
Level 5	\$17.19	\$17.63	\$18.07	\$18.53	\$18.99	\$19.47
Level 4	\$15.02	\$15.76	\$16.38	\$16.58	\$16.77	\$16.89
Level 3	\$13.12	\$13.85	\$14.48	\$14.80	\$15.11	\$15.23
Level 2	\$12.18	\$12.91	\$13.54	\$13.86	\$14.17	\$14.28
Level 1	\$11.31	\$11.95	\$12.31	\$12.52	\$12.72	\$12.83

The wage rate for Psychiatric Nurses shall be the same as that of the Public Health Nurses which is as follows:

	Start	6 months	12 months	24 months	36 months	48 months
Psychiatric Nurses	\$13.85	\$14.06	\$14.27	\$14.55	\$14.99	15.45

Employees being placed on the wage schedule for the first time shall receive an increase of at least the general wage increase on the first day of each year of the agreement, until their placement wage rate is the same or more, then the employee will receive the placement rate.

WAGE RATES IN THE ABOVE REVISED WAGE SCALE SHALL BE INCREASED BY THREE AND ONE-HALF PERCENT (3.5%) EFFECTIVE JANUARY 1ST OF 1993. 1993 SCHEDULE TO APPEAR HERE ALSO.

APPENDIX B - REQUIREMENTS FOR RECLASSIFICATION

Minimum requirements for each level:

Level 2 - ~~One~~ One and one-half (1½) years as a Social Worker 1, and successful completion or waiver of five (5) agency core courses;

Four (4) required core courses:

- 1) Introduction to Wisconsin Public Services System
- 2) Family and Human Development
- 3) Interviewing Skills
- 4) Facilitating Client and Agency Relationships

Plus one (1) elective:

Courtroom Training
Child Abuse/Neglect
Working with the Older Client
Strategies for Work with Involuntary Clients

OR, for DD Workers, four (4) required core courses plus twelve (12) hours/credits of training in DD-related electives, as approved by the Director or his designee. One and one-half (1½) years of agency experience.

OR, for AODA Counselors, and AODA State Certification at Level 2.

AND, Positive evaluation: No areas rated below three (3), "satisfactory" on a five (5) point scale, but at least two (2) areas above three (3). Recommendation by Supervisor.

Level 3 - A Bachelors Degree in Social Work, three (6) graduate level credits, seventy-two (72) hours/credits of training at agency inservice or outside training after reclass to Level 2, and three (3) years of relevant work experience;

OR, A Bachelors Degree in related field, eight (8) graduate level credits, ~~seventy-two (72) hours/credits~~ of training at agency inservices or outside training after reclass to Level 2, and three (3) years of relevant work experience;

OR, A Masters Degree in Social Work or a related field;

OR, for AODA Counselors, an AODA state certification at level three (3), and two (2) years of experience at Certification Level 2 plus one (1) additional year at Certification Level 3.

AND, Positive evaluation: No areas rated below three (3), "satisfactory" on a five (5) point scale, but at least two (2) areas above three (3). Recommendation by Supervisor.

Level 4 - III A Bachelors Degree in Social Work or a related field, one hundred sixty (160) hours of training after reclassification, and seven (7) years of relevant human service experience;

OR, A Masters Degree in Social Work or a Masters Degree in related field and three (3) years of relevant work experience;

OR, for AODA Counselors, a Bachelors Degree, State AODA Certification at level three (3), and seven (7) years relevant work experience.

AND, Superior evaluation: An average (arithmetic mean) rating of four (4) on a five (5) point scale, with no ratings below three (3), "satisfactory".

Level 5 - III Master Degree in Psychology and license as a Clinical Psychologist.

AGREED:

When a course does not have credit hours assigned in it's prospectus, the employer shall assign credit hours prior to attendance. A limited number of additional credits may be acquired by making a presentation to the unit and/or agency. The Employer retains the sole right to determine whether or not a class is eligible for credit, and the determination of the limited number of credits awarded for the presentation.

AGREED:

Hours of training is defined as the actual time spent in a bona fide and approved learning event, not including lunch period or travel. When a number of "hours" is awarded by the sponsor or presenter of an approved event, that number shall be used. In any case, documents or certificates verifying successful completion of a training event must be presented to management prior to the awarding of "hours" to an employee.

SAME:

Waivers of core courses apply, if proof can be provided of similar course content.

MINIMUM HIRING REQUIREMENTS

New Hires: All newly hired employees shall start-begin at Step A the "Start" step of their classification and shall, on the ~~six-(6)-month~~-1 year anniversary of their hire, receive a (1) pay step increase to Step B the "1 year" step. Thereafter the employee shall receive a one (1) pay step increase on the ~~twelve-(12)-month~~, ~~twenty-four (24)~~, ~~forty-two-(42)~~ ~~thirty-six (36)~~, ~~forty-eight (48)~~, and sixty (60) month anniversary of the classifications.

Level 1:

BSW or related/relevant degree. (Entry level for all bachelor's degree professional positions other than nurses.)

For AODA Counselors - BSW or related degree plus evidence that person meets criteria to file a plan for certification.

Level 2:

BSW or related degree, plus one and one-half ($1\frac{1}{2}$) years experience, plus completion of required agency core courses (training requirements). Waiver possible where appropriate course work elsewhere can be verified/documented or attainment of this classification at another agency.

For AODA counselors - BSW or related degree plus State Certification at Level 2.

Level 3:

BSW plus three (3) graduate level courses and three (3) years related experience.

OR, Non-BSW plus four (4) graduate level courses and three (3) years related experience.

OR, MSW or related Master's Degree (Entry level for Master's Degree rated positions) or attainment of this classification at another agency.

For AODA Counselors - Bachelor's Degree plus State Certification at Level 3 and three (3) years experience.

Level 4:

BSW or related degree plus eight (8) years relevant experience.

OR, MSW or related degree, plus four (4) years related work experience.

For AODA Counselors - Degree plus State Certification at Level 3 and seven (7) years experience as AODA Counselor.

Level 5:

Master's or Doctor's Degree in Psychology plus license as Clinical Psychologist.

INITIAL HIRING LEVELS

Human Services Positions based on minimum job requirements are classified as follows:

Level 1:

All new Social Worker 1's
AODA Counselors
Developmental Disabilities Case Managers

Level 2:

Crisis Workers
Certified AODA Counselors

Level 3 OR 4:

Intensive In-Home Workers
Clinical Social Workers

Level 5:

Psychologists

A separate Level shall be maintained for Psychiatric Nurse position(s).

AGREED:

APPENDIX C - 1992 EMPLOYEE SENIORITY AND WAGE LIST

FINAL ACCURATE COPY TO BE FURNISHED BY EMPLOYER AS APPENDIX C.

PROGRESSION ON
DESIGNATED ANNV. DATE

MANITOWOC COUNTY HUMAN SERVICES PROFESSIONALS
LOCAL 986-A, AFSCME, AFL-CIO

EFFECT OF UNION PLACEMENT PROPOSAL

NAME	RATE AS OF 12/31/90	ANV OF HIRE	DESC ANV DATE	RATE 1/1/91	1991 STEP	LEVEL	1992 STEP	LEVEL	1993 STEP	LEVEL
Cole	\$15.35	09/04/79	09/04/91	\$16.25	12	5	24	5	38	5
Kelley	\$13.65	11/10/86	11/10/91	\$14.20	36	4	48	4	60	4
Berge	\$14.89	09/07/87	09/01/91	\$15.49	48	4	60	4	60	4
Owens	\$13.84	05/13/85	05/13/91	\$14.39	12	4	24	4	36	4
Gayle	\$13.98	09/05/89	09/05/91	\$14.54	12	4	24	4	36	4
Williams	\$13.84	12/04/78	12/04/91	\$14.39	12	4	24	4	36	4
Billotti	\$13.84	04/15/78	04/15/91	\$14.39	12	4	24	4	36	4
Korslin	\$12.91	03/26/90	03/26/91	\$13.43	12	3	24	3	36	3
Zwickey	\$12.91	03/26/90	03/26/91	\$13.43	12	3	24	3	36	3
Hessemer	\$12.98	12/03/73	01/01/91	\$13.50	60	2	60	2	60	2
McGovern	\$12.31	06/01/87	06/01/91	\$12.80	48	2	60	2	60	2
Schultz	\$12.31	01/03/89	01/03/91	\$12.80	24	2	36	2	48	2
Fenlon	\$11.73	01/16/87	01/16/91	\$12.20	24	2	36	2	48	2
Hbel	\$11.73	02/13/89	02/13/91	\$12.20	24	2	36	2	48	2
Nehring	\$11.73	12/27/88	12/27/91	\$12.20	36	2	48	2	60	2
Dunn	\$11.73	06/26/89	06/26/91	\$12.20	24	2	36	2	48	2
Brandt, L.	\$11.73	02/19/90	02/19/91	\$12.20	12	2	24	2	36	2
Lambert	\$13.58	09/26/83	09/26/91	\$14.12						
Nate	\$13.78	12/01/88	12/01/91	\$14.33						
NON-REP MEAN	\$13.10			\$13.63						

* Based on: 1976.00 hr.

1991 general increases calculated at: 4.00%
 1992 general increases calculated at: 5.80%
 1993 general increases calculated at: 3.50%

5/31/93

5/31/93

SALARY GRID FOR HUMAN SERVICES PROFESSIONALS						
1990 PROPOSED FORMAT						
LEVEL	START	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
	0	12	24	36	48	60
LEVEL 5						
LEVEL 4	\$13.65	\$14.32	\$14.89	\$15.07	\$15.24	\$15.35
LEVEL 3	\$11.92	\$12.59	\$13.16	\$13.45	\$13.73	\$13.84
LEVEL 2	\$11.07	\$11.73	\$12.31	\$12.60	\$12.88	\$12.98
LEVEL 1	\$10.28	\$10.86	\$11.19	\$11.38	\$11.56	\$11.66

SALARY GRID FOR HUMAN SERVICES PROFESSIONALS						
1991 PROPOSED FORMAT						
1990 plus 4.0%						
LEVEL	START	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
	0	12	24	36	48	60
LEVEL 5	\$16.25	\$16.66	\$17.08	\$17.51	\$17.95	\$18.40
LEVEL 4	\$14.20	\$14.89	\$15.49	\$15.67	\$15.85	\$15.96
LEVEL 3	\$12.40	\$13.09	\$13.69	\$13.99	\$14.28	\$14.39
LEVEL 2	\$11.51	\$12.20	\$12.80	\$13.10	\$13.40	\$13.50
LEVEL 1	\$10.69	\$11.29	\$11.64	\$11.84	\$12.02	\$12.13

SALARY GRID FOR HUMAN SERVICES PROFESSIONALS						
1992 PROPOSED						
1991 plus 5.8%						
LEVEL	START	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
	0	12	24	36	48	60
LEVEL 5	\$17.19	\$17.63	\$18.07	\$18.53	\$18.99	\$19.47
LEVEL 4	\$15.02	\$15.75	\$16.39	\$16.58	\$16.77	\$16.89
LEVEL 3	\$13.12	\$13.85	\$14.48	\$14.80	\$15.11	\$15.22
LEVEL 2	\$12.18	\$12.91	\$13.54	\$13.86	\$14.18	\$14.28
LEVEL 1	\$11.31	\$11.94	\$12.32	\$12.53	\$12.72	\$12.83

SALARY GRID FOR HUMAN SERVICES PROFESSIONALS						
1993 PROPOSED						
1992 plus 3.5%						
LEVEL	START	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
	0	12	24	36	48	60
LEVEL 5	\$17.79	\$18.25	\$18.70	\$19.18	\$19.65	\$20.15
LEVEL 4	\$15.55	\$16.30	\$16.98	\$17.16	\$17.36	\$17.48
LEVEL 3	\$13.58	\$14.33	\$14.99	\$15.32	\$15.64	\$15.75
LEVEL 2	\$12.61	\$13.36	\$14.01	\$14.35	\$14.68	\$14.78
LEVEL 1	\$11.71	\$12.38	\$12.75	\$12.97	\$13.17	\$13.28

EXHIBIT 2

RECEIVED
JUL 06 1993

FINAL OFFER
OF MANITOWOC COUNTY TO
MANITOWOC COUNTY HUMAN SERVICES PROFESSIONALS
LOCAL 986-A, AFSCME, AFL-CIO
JULY 1, 1993

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Wages - The County proposes wage increases as listed on the attached appendix. The 1991 wage offer matches the last offer made by the Union. The increases for 1992 equate to 5% across the board and 3.5% across the board for 1993.
2. Appendix B as revised is attached to this offer.
3. All other items have been agreed.

RECEIVED
JUL 12 1994

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

PROFESSIONAL UNION SALARY SCHEDULE

Classification	Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.
<u>Level 5</u>	1991	16.25	16.66	17.08	17.51	18.40
	1992	17.06	17.49	17.93	18.39	19.32
	1993	17.66	18.10	18.56	19.03	20.00
<u>Level 4</u>	1991	14.20	14.89	15.49	15.67	15.96
	1992	14.91	15.64	16.27	16.45	16.76
	1993	15.43	16.19	16.84	17.03	17.35
<u>Level 3</u>	1991	12.40	13.09	13.69	13.99	14.39
	1992	13.02	13.75	14.38	14.69	15.11
	1993	13.48	14.23	14.88	15.21	15.64
<u>Level 2</u>	1991	11.51	12.20	12.80	13.10	13.50
	1992	12.09	12.81	13.44	13.76	14.18
	1993	12.51	13.26	13.91	14.24	14.68
<u>Level 1</u>	1991	10.69	11.29	11.64	11.84	12.13
	1992	11.23	11.86	12.22	12.43	12.73
	1993	11.62	12.28	12.65	12.87	13.18

WISCONSIN EMPLOYER
RELATIONS COMMISSION

PSYCHIATRIC NURSES

	<u>START</u>	<u>6 MO.</u>	<u>12 MO.</u>	<u>24 MO.</u>	<u>36 MO.</u>	<u>48 MO.</u>
1991	13.19	13.39	13.59	13.86	14.28	14.71
1992	13.85	14.06	14.27	14.55	14.99	15.45
1993	14.33	14.55	14.77	15.06	15.51	15.99

COUNTY PROPOSAL COMPARISON BY PERSON

(NEW) 4-23-93

CEW
 JUL 06 1993
 WISCONSIN EMPLOYMENT
 RELATIONS COMMISSION

KELLEY (11-10-86)

12-31-90 13.65
 1-1-91 14.20
 11-10-91 15.67 36 mo.
 1-1-92 16.45
 11-10-92 16.64 48 mo.
 1-1-93 17.22
 11-10-93 17.35 60 mo.

BERGE (9-1-87)

12-31-90 14.89
 1-1-91 15.49
 9-1-91 15.85 48 mo.
 1-1-92 16.64
 9-1-92 16.76 60 mo.
 1-1-93 17.35

GAYLE (9-5-89)

12-31-90 13.98
 1-1-91 14.54
 9-5-91 14.89 12 mo.
 1-1-92 15.64
 9-5-92 16.27 24 mo.
 1-1-93 16.84
 9-5-93 17.03 36 mo.

WILLMS (12-4-78)

12-31-90 13.84
 1-1-91 14.39
 12-4-91 14.89 12 mo.
 1-1-92 15.64
 12-4-92 16.27 24 mo.
 1-1-93 16.84
 12-4-93 17.03 36 mo.

OWENS (5-13-85)

12-31-90 13.84
 1-1-91 14.39
 5-13-91 14.89 12 mo.
 1-1-92 15.64
 5-13-92 16.27 24 mo.
 1-1-93 16.84
 5-13-93 17.03 36 mo.

BILOTTI (4-15-76)

12-31-90	13.84	
1-1-91	14.39	
4-15-91	14.89	12 mo.
1-1-92	15.64	
4-15-92	16.27	24 mo.
1-1-93	16.84	
4-15-93	17.03	36 mo.

KORSLIN/ZWICKEY (3-26-90)

12-31-90	12.91	
1-1-91	13.43	
3-26-91	--	
1-1-92	14.10	
3-26-92	14.38	24 mo.
1-1-93	14.88	
3-26-93	15.21	36 mo.

HASSEMER (12-3-73)

12-31-90	12.98	
1-1-91	13.50	
1-1-92	14.18	
1-1-93	14.68	

HOEL (2-13-89)

12-31-90	11.73	
1-1-91	12.20	
2-13-91	12.80	24 mo.
1-1-92	13.44	
2-13-92	13.76	36 mo.
1-1-93	14.24	
2-13-93	14.56	48 mo.

NEHRING (12-27-88)

12-31-90	11.73	
1-1-91	12.20	
12-27-91	13.10	36 mo.
1-1-92	13.76	
12-27-92	14.07	48 mo.
1-1-93	14.56	
12-27-93	14.68	60 mo.

SCHULTZ (1-3-89)

12-31-90 12.31
1-1-91 12.80
1-1-92 13.44
1-3-92 13.76 36 mo.
1-1-93 14.24
1-3-93 14.56 48 mo.

BRANDT, L. (2-19-90)

12-31-90 11.73
1-1-91 12.20
1-1-92 12.81
2-19-92 13.44 24 mo.
1-1-93 13.91
2-19-93 14.24 36 mo.

COLE (9-4-79)

12-31-90 15.35
1-1-91 16.25
9-4-91 16.66 12 mo.
1-1-92 17.49
9-4-92 17.93 24 mo.
1-1-93 18.56
9-4-93 19.03 36 mo.

ADD 6-30-93

TIARKS-MCGOVERN (6-1-87)

12-31-90 12.31
1-1-91 12.80
6-1-91 13.10 36 mo.
1-1-92 13.76 Resigned 3-27-92

DUNN (6-26-89)

12-31-90 10.68
1-1-91 11.73 Reclass
1-1-91 12.20 4%
6-26-91 12.80 24 mo.
1-1-92 13.44 Resigned 1-30-92

FENLON (1-16-89)

1-1-91 12.20
1-16-91 12.80 24 mo. Resigned 8-16-91

Amended 6-30-93

APPENDIX "B"
MINIMUM HIRING REQUIREMENTS

RECEIVED
JUL 06 1993
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

LEVEL 1

BSW or related/relevant degree. (Entry level for all bachelor's degree professional positions other than nurses.)

For AODA Counselors - BSW or related degree plus evidence that person meets criteria to file a plan for certification.

LEVEL 2

BSW or related degree, plus 1 1/2 years experience, plus completion of required agency core courses (training requirements). Waiver possible where appropriate course work elsewhere can be verified/documented or attainment of this classification at another agency.

For AODA counselors - BSW or related degree plus State certification at Level 2.

LEVEL 3

BSW plus 3 graduate level courses and 3 years related experience.

Non-BSW plus 4 graduate level courses and 3 years related experience.

or

MSW or related Master's Degree (Entry level for Master's Degree rated positions) or attainment of this classification at another agency.

For AODA Counselors - Bachelors Degree plus State Certification at Level 3 and 3 years experience.

LEVEL 4

BSW or related degree plus 8 years relevant experience

or

MSW or related degree, plus 4 years related work experience

For AODA Counselors - Degree plus State Certification at Level 3 and 7 years experience as AODA Counselor

LEVEL 5

Masters or Doctors Degree in Psychology plus license as Clinical Psychologist

MARKET REQUIREMENTS:

The Director may grant additional compensation to secure or retain the services of a Licensed Psychologist where either market shortages exist or where an applicant possesses an unusual combination of education and experience or where the employment needs of the department so require.

INITIAL HIRING LEVELS

LEVEL 1

All new SW 1's
AODA Counselors
DD Case Managers

LEVEL 2

Crisis Workers
Certified AODA Counselors

LEVEL 3 OR 4

IIH Workers
Clinical Social Workers

LEVEL 5

Psychologist

Separate level maintained for Psychiatric Nurse position

REQUIREMENTS FOR RECLASSIFICATION

SW 1 TO SW 2

1. 5 Courses

4 Required Core Courses

- 1) Intro. to Wis. Public Services System
- 2) Family and Human Development
- 3) Interviewing Skills
- 4) Facilitating Client & Agency Relationships

plus 1 elective

Courtroom Training
Child Abuse/Neglect
Working with the Older Client
Strategies for Work with Involuntary Clients

Waivers of courses still apply if proof can be provided of similar course content.

2. 18 months as SW 1

3. Positive evaluation and recommendation by Supervisor

NOTE: "Positive" evaluation through this document means no areas are below average (3 on a 5 point scale) but at least 2 areas above 3.

DD WORKERS

1. 4 Core Courses as above

plus 12 credit hours in DD-related electives, as approved by Director or his designee.

2. 18 months agency experience

3. Positive evaluation and recommendation by Supervisor

AODA COUNSELORS

State certification at Level 2 plus

Positive evaluation and recommendation of Supervisor

SW 2 - SW3 & DD WORKERS

BSW 6 grad credits and 72 hours/credits inservice training received after reclass to SW2

Non-BSW 8 grad credits and 72 hours/credits inservice training received after reclass to Level 2

3 years experience.

Positive evaluations and recommendation of Supervisor

AODA Counselors - Certified at Level 3. Minimum 2 years experience as AODA Counselor certified at Level 2 plus one additional year at Level 3. Positive evaluations and recommendations of Supervisor.

SW 3 to SW 4

BSW - Total 160 hours training after reclassification to SW 3 & 4 years as SW 3 & Superior evaluations and recommendations of supervisor.

Superior Evaluation: An average (arithmetic mean) rating of four (4) on a five (5) point scale, with no ratings below three (3), "Satisfactory".

MSW - 160 hours training after reclassification to SW 3 & 3 years as SW 3 and Superior evaluations and recommendation of supervisor

AODA Counselors - See hiring criteria. Level 3 certification and 7 total years experience and Superior evaluations and recommendation of Supervisor.

HOURS OF TRAINING

When a course does not have credit hours assigned in its prospectus, the employer shall assign credit hours prior to attendance. A limited number of additional credits may be acquired by making a presentation to the unit and/or agency. The Employer retains the sole right to determine whether or not a class is eligible for credit, and the determination of the limited number of credits awarded for the presentation.

Hours of training is defined as the actual time spent in a bona fide and approved learning event, not including lunch period or travel. When a number of "hours" is awarded by the sponsor or presenter of an approved event, that number shall be used. In any case, documents or certificates verifying successful completion of a training event must be presented to management prior to the awarding of "hours" to an employee.

Waivers of core courses apply, if proof can be provided of similar course content.