STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of	:	
LOCAL 2470-A, AFSCME, AFL-CIO	:	
	:	Case 114
To Initiate Arbitration	:	No. 52144 INT/ARB-7545
Between Said Petitioner and	:	Decision No. 28453-A
MONROE COUNTY	:	

Appearances:

Local 2470-A, AFSCME, AFL-CIO by Daniel R. Pfeifer, Staff Representative, Wisconsin Council 40.
Monroe County by Ken Kittleson, Personnel Director, Monroe County.

ARBITRATION AWARD

The Monroe County Human Service Department Professional Employees consists of twenty Social Workers who are represented by Local 2470-A (Union) in the employ of Monroe County. The parties have been unable to agree upon the terms to be included in their collective bargaining agreement for the period January 1 1995, through December 31, 1996. After the parties exchanged their initial proposals on August 22, 1994, they met on three occasions to attempt to reach an accord. On January 20, 1995, the Union filed the instant petition requesting that the Wisconsin Employment Relations Commission initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment

Relations Act. A representative of the commission conducted an investigation which reflected that the parties were deadlocked in their negotiations. The undersigned was selected by the parties from a panel of impartial arbitrators, and was appointed to resolve the impasse through binding arbitration. After due notice had been given to the public, the arbitration hearing was scheduled at the Monroe County Human Services offices on September 8, 1995. After one final effort to mediate the disagreement failed, the arbitration session was conducted. Both parties presented documentary evidence on the record, which except for the filing of delayed exhibits by September 22, 1995, was closed at the conclusion of the hearing. The parties agreed to the direct exchange of a single post hearing brief on October 13; those briefs were received by the undersigned on October 19, 1995.

Included with the Union's brief were two documents marked "Attachment A-Insufficient Internal Pattern" and "Attachment B-Settlement Pattern for Wage Leader Units." The Employer wrote to the undersigned stating that it "strongly objects to the Union's attempt to submit additional exhibits "after the closing of the record." The two attachments to the Union's brief are simply compilations of citations from previous arbitration decisions which the Union believes support some of the arguments that it set out in the Union's brief. Those attachments do not include any kind of evidentiary data. Any part of Attachments A or B

could have been appropriately included in the Union's brief. For that reason, the County's objection is not sustained.

ISSUES IN DISPUTE

There are three issues in dispute, the first is wages. The Employer has offered 2.5% across the board during each year of the contract. The Union's offer is for 3.25% across the board each year. Calculating the cost of the two offers upon the 1994 wage cost of $613.350 demonstrates that the Union's wage offer would cost $2,506 more in 1995 and $9,355 more in 1996, than the County's offer.

The Union would cap employee health insurance contributions, starting with 1996, at the same dollar amount that the employees paid in 1994. The Employer offer would continue the employer's percentage contribution at 87% of premium during 1996, but, would permit the cap on employee contributions increase to reflect increased premium cost. The Union's offer would have a greater second year cost of $2,564 for the Employer's contributions to health insurance premiums.

The County currently contributes 6.2% of employees' wages toward the employees' retirement benefits. The Union's offer would increase this contribution, starting January 1, 1996, to 6.5%. The second year cost of the increased contribution would be $3,150.

The parties also disagree about the appropriate choice of external comparables.

THE UNION'S POSITION

The Union said that the parties agreed that Crawford, Jackson, Juneau, La Crosse, Richland, Sauk, Trempealeau, Vernon and Wood Counties (hereinafter 9-comparables) are appropriate external comparables. It said that these counties had been utilized in three previous Monroe County interest arbitration cases. It noted that the County had included Buffalo and Pepin counties in its recommended comparables, and that the parties had both included Buffalo and Pepin counties in their proposed comparables in a 1990 Monroe County Highway Department arbitration case. It cited the decision in that case as evidence that the arbitrator had not adopted or relied upon external comparables in deciding that case. It said that in a previous case involving this bargaining unit, the arbitrator had selected 9-comparables excluding Buffalo and Pepin Counties. The Union submitted demographic, income and tax data for all 72 counties and argued that this information supported its proposed 9-comparable counties. It said that the data had not changed sufficiently to justify changing the pool of external comparables.

The Union said that per capita income in Monroe County increased by over 21% between 1989 and 1993. The County had a 16.7% increase in property values between 1991 and 1994. "In addition from 1993 to 1994, Monroe County reduced its tax levy from 6.76 to 6.59." The Union said that four of nine comparables have a lower per capita income than Monroe County, these counties

have seen their per capita income decline by between 3% and 10%, compared to the average, between 1969 and 1993. Three of these counties granted 3% wage increases in 1995 compared to the offers in this case.

The Union said that the 2 year increase in the Non-metro Urban Wage Earners schedule of the CPI was 6.8%. It argued that this increase should be compared to the wage only offers of 5% by the County and 6.5% by the Union in this proceeding. It said that the Union's package offer of 6.98% was also much closer to the CPI's 6.8% than the County's 5.31% package offer. The Union cited prior arbitral authority to support its reliance upon the non-metro index. It argued that the County's use of the U.S. City average and North Central all urban consumers indices was inappropriate.

The Union outlined how there were previously three Social Worker positions in Monroe County. Each of those positions had three pay rates. It said that the comparable counties "still have this vertical progression." Monroe County changed the advancement for its Social Workers to a single six step horizontal progression. "The parties also agreed upon a Master Social Worker" position. It said that in La Crosse a Social Worker can advance to "Social Worker III based on length of service and additional credits without having to acquire a master's degree." The Union argued that the appropriate comparison would be a non-master degree Social Worker in Monroe County with Social Worker I, II and III in comparable counties.

It said it is appropriate to compare Monroe County's Master Social Worker position with Social Worker IV and V positions in other counties. The Union argued that the County had ignored Social Worker III, IV and V wage rates in comparable counties when it did wage comparisons. It also critized the Employer's private sector comparisons, "the Exhibits do not indicate what the duties and/or job descriptions are, whether a Bachelor or Masters degree is required and where the work place is located."

The Union said that Monroe County's Human Service Professionals received above average wages in 1994. Six comparables paid the non-masters degree Social Workers less than Monroe County, three paid more. Only four comparables have positions that require a masters degree. Two paid more and two paid less than Monroe County. Monroe County is not the wage leader, its wages are above the average of comparables. The Union said "this should not result in a substandard wage increase which could result in the erosion of Monroe County's relative standing among the comparables." It argued that other considerations: cost of living, external comparable increases, and the consistent position of the Union's offer with other internal offers should carry great weight. It cited a series of prior arbitration cases to support this argument.

The Union pointed to the County's offers and AFSCME's offers in unresolved contract negotiations affecting Monroe County's: Human Services Clerical and Paraprofessionals, Highway Department employees and Nursing Home employees. It said that the

unresolved issues in those instances are the same issues as in this case. The Union said that the County's settlement with the Sheriff's Department and the wage increases granted to non-represented employees does not establish a pattern of internal settlements. It said that the Sheriff's Department's 30 employees constitute only one of five of the County's unions, and comprises only 10.9% of the County's unionized work force and 6.2% of the County's total work force. It said that the non-unionized employees had to take what the County gave them. This is the first time that non-represented employees have been granted wage increases before the County settled with the AFSCME units. The Union argued that exhibits which demonstrated that the Monroe County Board wanted to limit the amount of increases in its budget are not relevant, because, the County has not claimed "inability to pay."

The Union said that its analysis of external comparable settlements "may be the most important exhibit of its case." It said the average wage increase for seven comparables in 1995 is either 3.43% or 3.29%, depending on whether the Union or the Employer's offer is adopted in Juneau County. For 1996, the average wage increase in five comparables is either 3.08% or 3.28% depending on what happens in Juneau County. It said that there were no settlements for either year below 3%, "[the] County's wage offer of 2.5% in 1995 and 2.5% in 1996 is clearly substandard."

The Union argued that five of nine comparable counties have longevity compensation, Monroe County does not. It pointed to exhibits which "show that Monroe County is not a leader in sick leave payout and vacation." The Union said that these factors are relevant to the overall compensation criteria.

The Union said that under the Employer's offer the cap on employee health insurance contributions would increase from $28 to $31 for single plans, and from $66.50 to %75 for family plans in 1996. It argued that all seven settled comparables pay a higher percent of the single premium, and four of seven pay a higher percent of the family premium than Monroe County. It argued that the County has the burden to prove that a change in the status quo is warranted. "Comparables do not support a change in the status quo...the County has not offered any 'quid pro quo' for its proposed change in the status quo."

The Union said that the County had changed health insurance carriers in 1995. As a result, family premiums were reduced by $25.19 a month in 1995. It said that the amount of 1996 premiums is unknown. The County wants to raise the cap to require employees to pay 13% of the increased premium. "If the caps are continually raised resulting in the employee paying 13% of the premium the caps become meaningless." The Union argued that the County's argument that employees have consistently paid 13% of premium cost is not accurate. In 1994, the employees paid only 11% of the premium. They currently pay 12.88% of the family plan. "The Union would argue that the parties have negotiated

increases in the caps once the caps are reached rather than increasing the caps prospectively."

The Union said that "of all the comparable contracts that were open for 1995-1996, Monroe County is the only Employer that has not agreed to pick up the increase (from 6.2% to 6.5%) in the employees share of the retirement." It said that comparables support the Union's position for changing the status quo. The Union argued that the County's exhibit relating to retirement contributions did not reflect contributions for Human Services personnel. The Union's exhibit, which is limited Human Services, supports the Union's position.

The Union concluded its argument by stating that its offer is the more reasonable and urged that its offer be adopted.

MONROE COUNTY'S POSITION

The County noted that during the 1990 arbitration proceeding involving the Monroe County Highway Department and its employees who were represented by AFSCME, both parties submitted the same 9-comparables the Union has submitted as comparables in this case plus Buffalo and Pepin counties. It said that the same AFSCME representative that represents the employees in this proceeding had previously agreed that Buffalo and Pepin counties were comparable. The County said that it had selected all of its comparables on the basis of geographic location, property tax rates, population, equalized valuation, per capita and adjusted gross income. It argued that the eleven county comparable pool

was "determined by comprehensive criteria and [was] firmly established by a 1990 interest arbitration."

The County said that its wage offer of two 2.5% across the board increases would result in increased wage costs of $46,466 over two years. The Union's wage offer of two 3.25% increases would increase wage costs by an additional $13,955. The Employer said that the Union had acknowledged that "wage rates for this unit are considerably above average among the intraindustry comparables." It said that Monroe County's wage rates were higher than the more cosmopolitan La Crosse's wages. Monroe's wage rates are second only to Jackson County's, "whose rates are inordinately high due to the buy out of cost-of-living language in a previous agreement."

The County said that at minimum rates, Monroe County Social Workers I and II were at or below the average comparable rate. However, Monroe County has 13.9% and 11.1% higher maximum wage rates than the comparable average. It pointed to an exhibit that demonstrated that most of the Union employees are at or near the maximum wage rate. "[S]o therefore, the maximum rate is the most relevant in this proceeding, and the County's maximum rates greatly exceed the comparable average." The County said that the Union would attempt to confuse the issue "through the use of myriad job titles and classifications." It said that it "refutes these arguments through use of careful research with the comparable counties as to which positions are indeed comparable,

and through the use of maximum and minimum wage levels that encompass the range of comparable positions."

The Employer said that Western Wisconsin is a low wage area. Private sector comparable wages are much lower than this Union's wage rates. It cited an exhibit that showed "1994 Union wage rates exceed the 1995 private sector averages by at least two dollars per hour." It said that the success public sector employees have enjoyed under Wisconsin's mediation/arbitration statutes has resulted in higher public sector wage rates.

The County said that non-represented employees and the Police Union, which constitute one half of the County's employees, have settled for 2.5%. It said that these settlements have established a pattern of internal settlements. It cited a prior arbitration decision which had discussed the importance of contemporaneous internal settlements to support its position. The County reviewed its history of uniform settlements with five represented units and non-represented employees going back to 1989 to support its uniform internal settlement argument. It said that, while both offers are supported by CPI evidence on the record, "the internal settlement pattern is the best reflection of the cost-of-living criterion."

The County said that local economic conditions are relevant to the decision in this case. It noted that the State's "1995-1997 budge requires that greater weight be given to state restrictions and local conditions" when applying the statutory criteria. It also urged the undersigned to "bear in mind the

adopted findings of the Council on Municipal Collective Bargaining," which emphasized the importance of directives which place limits on local spending, on revenue and on local economic conditions. The Employer argued that "local conditions require that a County live within its budget and not pay wages that are drastically higher than public and private sector comparables, resulting in ever-increasing property taxes." It said that it is in the interest and welfare of the public that the County's offer to provide equitable wage increases among its bargaining units be adopted. "While the County does not argue that it has an inability to pay, it believes the Union must prove a need to deviate from the internal settlement pattern."

The County said that its health insurance coverage would not change under either offer. The only issue is the amount of the employees' contributions during the second contract year. "Although this contract does not contain the 87% employer/13% employee health insurance premium sharing language included in the County's other contracts, the County's practice has been to administer...this contract as if it included 87/13% premium share language with contributions caps... ." It said for that reason, these employees were contributing less toward premium cost than the contract required in 1995. This was done in the interest of payroll uniformity. The County proposes to increase employee contributions for single and family coverage from $28 to $66.50 to $31 and $75 respectively. It said that these are the amounts it had negotiated with the Police Union. The Employer said that

"contribution caps have increased over the years so that County employees have historically paid a minimum of 13% of the premium." It said that 13% employee contributions are the status quo. It said that the Union's offer to freeze the caps at their present level would transfer the entire cost of increased health insurance to the County. It said this position is counterproductive in the battle against rising health care costs.

The County referenced an exhibit that showed the breakdown of employer and employee contributions toward health insurance premiums between 1980 and 1995. It emphasized that its contracts with three other bargaining units spell out the parties respective percentage contribution. "...and an established practice exists whereby Human Services and non-represented employees pay the same amount as the police, highway and nursing home employees." It argued "that the percentage contribution is the status quo and not the contribution cap in this proceeding." The employer reviewed the level of employee contributions which increased in dollar amounts, but remained constant at 13% between 1990 and 1992. The dollar contributions remained constant in 1992 and 1993 but the employee's percent of the higher premium was only 11% in 1993. In 1994, the percent and dollar contributions for both single and family coverage increased. Employees paying 13% or $66.50 for family coverage and 13% or $27.60 for single coverage. In 1995, the family premium was reduced, the employee 13% contribution was only $63.80 a month. The total cost of single coverage in 1995 increased, the

employee's 13% contribution for single coverage was $27.56 in 1995. "...the negotiated contribution for this Union has indeed functioned as a cap, ...the employees have usually paid less than the negotiated contribution due to the application of the county-wide 87/13% premium sharing practice."

The Employer said that the Union's argument that an increased cap is not necessary because the family premium decreased in 1995 is specious. It said that the family premium for 1995 may be artificially low because the County changed carriers. The County has estimated a 10% increase in premiums for 1996, the carrier has lowered the premium increase to 8.5% for both family and single premiums. The County argued that its estimate of a 10% premium increase is a relevant issue in this proceeding.

The Employer said that it recognizes that contributions to the state retirement system are a mandatory subject of bargaining. However, it is the intent of the law that neither the employees nor the employer should bear a disproportionate burden in contributing to the fund. The County said that the Union had not proposed a change in retirement contributions until after it filed for arbitration. It argued that the Union should have bargained this issue rather than simply try to force the County to pay the entire increased cost.

DISCUSSION

COMPARABLES - The most significant thing about the parties' disagreement about external comparables is the amount of energy they expended in order to prove their point. It doesn't appear that the adoption of either the 9-county comparable pool suggested by the Union or the 11-county set nominated by the Employer will adversely effect the other party's analysis of comparable data. The fact that the parties agreed to include the cities of Sparta and Tomah is not relevant, because, neither party presented any data for social workers employed by those municipalities.

It would be desirable if the parties could agree upon a set of comparables for the purpose of comparisons during future negotiations. The Union is correct in asserting that the last time (1986) an arbitrator established external comparables for this unit, Mr. Gunderman selected the 9-county pool. The Employer is correct in asserting that in 1990, the Union's bargaining representative argued for the 11-county pool in a Monroe County Highway Department arbitration proceeding. It is ironic that while both of the parties agreed to the 11-county pool plus Sparta and Tomah in that 1990 proceeding, the arbitrator did not discuss external comparables. Because of the nature of that dispute, Mr. Reynolds based his decision entirely upon comparisons with Monroe County's other bargaining units.

The demographic, financial and tax data presented on the record for either set of comparables is varied. One could argue

that because of their size and distance from Monroe County, Buffalo and Pepin counties should not be considered comparable. In view of the fact that these parties have included them in other proceedings, however, the undersigned is not willing to make that finding based upon the record in this case. All of the data presented by both parties has been considered.

WAGE ISSUE - Employer Exhibit #15 indicates that the twenty employees who will be affected by this proceeding currently fall into 7 of 12 existing wage classifications. Those classifications, the cost and the impact of the two wage offers is set out on TABLE I which follows:

TABLE I

Step	Employees	Yrs.	1994	'95-Union	'95-County	'96-Union	'96-County
Hire	1	-1	$11.84	$12.22	$12.14	$12.62	$12.44
6 Mos.	1	1	$12.48	$12.89	$12.79	$13.31	$13.11
18 Mos.	1	2+	$13.17	$13.60	$13.50	$14.04	$13.84
30 Mos.	2	3+	$13.89	$14.34	$14.24	$14.81	$14.60
42 Mos.	7	2-9	$14.70	$15.17	$15.07	$15.66	$15.45
54 Mos.	5	4-14	$15.52	$16.02	$15.91	$16.54	$16.31
Master	Social	Wrkr.					
Hire	-	-	-				
6 Mos.	-	-	-				
18 Mos.	-	-	-				
30 Mos.	-	-	-				
42 Mos.	-	-	-				
54 Mos.	3	6-16	$16.37	$16.90	$16.78	$17.45	$17.20

In Monroe County, Social Workers work 40 hours a week. A newly hired Social Worker would earn $25.875 in 1996 if the County's offer is adopted. The "hire rate" would be $26,250 if the Union's offer is adopted. Annual wages for the other employees during the second year of the contract are as follows: over 6 months C-$27,269, U-$27,685; over 18 months C-$28,787, U-$29,203;

2 employees over 30 months C-$30,368, U-$30,805; 7 employees over 42 months C-$32,136, U-$32,573; 5 employees over 54 months C-$33,925, U-$34,403; 3 Master Social Workers over 54 months C-$35,776, U-$36,296.

In 1994, Crawford County had three categories of Social Workers. Their two 3% wage increases will result in the following 1996 wage classifications after probation: Social Worker I - $22,954, after 2 years - $24,883; Social Worker II - $24,259, after 2 years - $26,187; Social Worker IV - $29,059, after 2 years - $30,562. The foregoing annual salaries are based upon a 37½ hour work week. They do not include longevity pay which starts at 1% after 2 years and increases in ¼% and ½% increments to 2% after 10 years and 4% after 20 years. The maximum Social Worker salary including 20 years longevity in Crawford County in 1996 will be $31,784.

The Union said that Jackson County is not settled for 1995-96. It submitted Jackson County's 1994 contract in evidence. In July, 1994, Jackson had 3 classifications for professional employees; each classification had 6 wage scales from start through 48 months. Jackson County has a 40 hour work week. A survey of six salary classifications showed that Classification I earned $26,628 after 6 months; $28,584 after 24 months; and $30,312 after 48 months. Classification II salaries were $29,076, $31,620 and $33,384 respectively. Classification III earned $31,884 after 6 months, $34,404 after 24 months and $36,264 after 48 months. Employer Exhibit #16 appears to

indicate that these are 1995 salaries which included a 2% lift in 1995.

Juneau County has not settled for 1995-96. The County and Union offers for the period January 1, 1994, through December 31, 1995, are in evidence. The offers would grant either a 3% or 4% increase in 1995. It appears that both of the parties in this proceeding have interpreted that data in a manner different than the undersigned, and different from one another. From Juneau County's final offer in that proceeding, the undersigned has concluded the following. There are 5 classifications of Social Workers (Juneau's Union offer contains 6). Each of the 5 classifications has a 12 step salary schedule based upon a 40 hour week. The most relevant steps for comparing Juneau county's 1995 wage offer with the two offers in this proceeding are as follows: After 6 months $22,704 - $31,951; after 2 years $23,612 - $33,350; after 4 years $23,806 - $34,750; more than 10 years $27,245 - $38,949.

La Crosse County's 1994-95 contract, which included 4.5% wage increases, identifies 6 Social Worker classifications, each having 4 wage steps. In 1995, the most comparable wage comparisons are as follows: Social Worker I after 6 months - $27,016; after 18 months - $30,258; Social Worker II - $30,073 and $31,233; Social Worker III - $31,564 and $32,785; Social Worker IV - $32,421 and $33,676.

Richland County's 1993-94 contract contains two social worker classifications. "Employees classified as Social Worker I

shall be reclassified as Social Worker II upon completion of state required core courses, unless waived, and at least one year of service as a Social Worker I with Richland County." Comparative wages for 40 hours a week in 1994 appear to be: Social Worker I after 6 months - $22,651; after 24 months - $23,733; after 42 months - $25,334. Social Worker II after 6 months - $24,482; after 24 months - $25,605; after 42 months - $27,227. This data has not been given much weight in the analysis herein.

Sauk County's 1995-96 agreement changed the designation of its Social Workers from I, II and III to simply Social Worker, Social Worker with designated responsibilities for youth services and other specialties and Social Worker for intensive in-home and other specialties. These people work 38.75 hours a week and receive $20 a year longevity after 3 years for up to 20 years. The most recent agreement provided two 3.25% wage increases. In 1996, Social Workers will receive $25,711 after 6 months; $26,538 after 18 months and $27,404 after 30 months. The rates for those who were formerly classified as Social Workers II and III are as follows: 6 months $27,504 and $29,439; 18 months $28,814 and $30,608; 30 months $29,439 and $31,797. It appears that the maximum salary including 20 years longevity will be $32,197 in Sauk County during 1996.

According to the Union's exhibits, Trempealeau County's agreement expired at the end of 1994. However, both parties submitted information that a settlement in Trempealeau County

resulted in 3% increases in both 1995 and 1996. Based upon the schedules in the 1993-94 contract, three Social Worker classifications each have a start, 6 month and 18 month wage rate. They work 40 hours a week. In 1994, the wage scale for the 6 month and 18 month rates were as follows: Social Worker I - $25,908 and $27,726; Social Worker II - $27,816 and $29,340; Social Worker III - $30,972 and $32,484.

Vernon County's contract for 1995 provided a 3% increase and designates two Social Worker classifications with 6 wage steps from probation through 54 months. The employees work a 37½ hour week and receive longevity pay starting at 1½% salary after 5 years to 4% after 20 years. The 6 months, 30 month and maximum rates for 1995 were as follows: Social Worker I - $21,127, $22,719 and $24,440; Social Worker II - $22,046, $23,712 and $25,515. The maximum salary including 20 years longevity pay is $26,536 in 1995.

Wood County settled for hourly increases averaging between 3.15% and 3.25% during 1995-96. Social Workers work 38.75 hours a week and are entitled to $21 a year longevity after 5 years. The Wood County salary grid appears to be complicated; the undersigned is not certain what criteria is used in initially placing an employee on the salary grid which includes 8 vertical steps at Social Worker I, 7 vertical steps at Social Worker II, 5 vertical steps at Social Worker III, 8 vertical steps at Social Worker IV and 7 vertical steps at Social Worker V. A random sampling of what may be comparable salaries is as follows:

Social Worker I step 0-1-$25,728, step 8-$27,204; Social Worker III step 4-$27,648; step 8-$28,572; Social Worker V step 2-$29,868; step 8-$31,416. It appears the top wage plus longevity in Wood County will be $31,836 in 1996.

Buffalo County's 1995 agreement provided increases between 3.75% and 4.10%. Social Workers work a 40 hour week. It provides only a starting rate and a 6 month rate for each of three Social Worker classifications. All employees appear to qualify for $2 a month longevity pay for each month of service. In 1995, the 6 month rates were: Social Worker I - $25,500; Social Worker II - $27,276; Social Worker III - $30,816. After 20 years, a Social Worker III would receive $31,296 in 1995.

Pepin County's regular hours of work schedule does not apply to its Social Workers. Social Workers appear to work a flexible 37.5 hour week in 1995. The three Social Worker classifications each have a starting, six month and 18 month wage rate. The 6 month and 18 month rates in 1995 are: Social Worker I - $23,985 and $25,525; Social Worker II - $26,851 and $28,567; Social Worker III - $28,236 and $30,030. The foregoing calculations are based upon the contract which is in evidence and vary somewhat from the data on Employer Exhibit #16. The most significant thing about Pepin County's 1995 wage scale is the size of the increases, which ranged from 6.2% to 7.2%.

It is not possible to determine how the 20 Social Workers whose wages will be effected by this decision compare to the casts of social workers in the eleven comparable counties.

Information contained in the twelve (including Monroe County's) contracts is not adequate to permit conclusions about what the social workers in comparable counties can or must do to advance from one social worker classification to another. In some instances, it is not possible to determine what considerations, in addition to time on the job may effect step advancements. Some examples of variations in the contracts follow.

Richland County has two Social Worker classifications, most counties have 3 classifications, some have four. Juneau County had 5 classifications in 1993, but, its union has included 6 classifications in its final offer for 1994-95. In the present case, the Union said that Monroe County had recently gone from three Social Worker classifications with three wage rates each to "a single six step horizontal progression." In fact, there are two such progressions, one is labeled Class 1 Social Worker and the other is labeled Class 2 Master Social Worker. Each contains 6 horizontal steps. This information is about all that is contained in the record about Monroe County's restructured wage scale.

The other obvious incongruity between the various contracts is the amount of time that it takes to reach the maximum salary in each classification. The range appears to be from 6 months in Buffalo County to 10 years in Juneau County. Pepin, Crawford, La Crosse and Trempealeau counties' social workers reach the top after 18 months. In Sauk County, it takes 30 months, in Richland 42 months, 48 months in Jackson and 54 months in Vernon County.

It would have been helpful to know why the scale was revised, and at who's request. One cannot determine how long it takes to reach the top of the salary schedule in either Wood or Monroe County from the language of their respective contracts or other evidence in the record.

It is also obvious that while all of the contracts relate to the comparable counties' "Social Worker" employees, their job descriptions and responsibilities vary considerably. Nonetheless, it is difficult to comprehend the structure of the Social Worker wage scales of some of the comparables in relationship to some of the others, including Monroe County.

Based upon the foregoing observations, it appears that the majority of the Social Workers in Monroe County have historically received higher salaries than Social Workers employed in comparable counties. Both of the two wage offers in this proceeding appear to be reasonable. The County's offer appears to be reasonable because, though it ranges from .1% below the average comparable settlement in 1995 and .5% below comparable settlements in 1996, most of the Monroe County's Social Workers will continue to receive higher salaries than Social Workers in 9 of the 10 comparable counties. The Union's wage offer appears to be reasonable because even though it appears to be higher than the average of other two year comparable settlements, Social Worker salaries' in Monroe County will on the average, fall behind comparable salaries in Juneau County if the Union's offer

is adopted. For this reason, the Union's wage offer appears to be marginally preferable to the County's offer.

The Employer's argument that internal settlements support its wage offer is premature, because, it has only achieved a settlement with one of five unions. That settlement included only 10.9% of the County's represented labor force. The fact that this Employer has achieved uniform settlements with all of its bargaining units for the period 1989-1994 is significant. It is also significant that the Monroe County Board has extended what appears to be identical offers for settlement to all of its bargaining units for the next contract period.

It is clear that the Monroe County Board has stated its position that, it believes that it is important to limit the amount of increase in the County's budget to 5%. It does not follow that across the board increases to all employees is a reasonable goal, or if it is a reasonable objective, that is equally fair to the members of all five bargaining units. Based upon the evidence in this case, the position of the Monroe County Board that salaries be held in line is entitled to equal consideration with the Union's argument that the County's offer will result in the erosion of Monroe County's Social Workers' salaries relative standing among the comparables.

The County's proffered evidence that private sector comparable salaries are significantly lower than the Social Worker salaries under consideration in this proceeding, is not convincing because there is no evidence that the positions are

comparable. The absence of that evidence appears to be particularly important because there are large disparities in social worker wages within this bargaining unit, between this bargaining unit and comparables and within comparable units elsewhere.

HEALTH INSURANCE - Each party has suggested that the other is attempting to change the status quo in the manner in which Employee contributions toward health insurance premiums have been determined. Neither party has, rather, both parties are attempting to maintain what they perceive to be an equitable result from past bargaining or past practice. In this instance, the County has made the more convincing argument.

While the language of the parties' expired contract has placed a special dollar limit/cap on the employees' contributions, contract negotiations have historically resulted in the members of this unit paying the same percent of premium that has been paid by all their Monroe County employees. Since 1980, the members of all of Monroe County's bargaining units and its non-represented employees have contributed uniform amounts toward their health insurance premium cost. The only exception to uniform percentage contributions during this entire period has been that during some years, single employees paid 1% more or less toward the lesser cost of the single premium than those employees who had family coverage.

It is true that the Employer's contracts with the other bargaining units contains a contribution cap expressed in terms

of a percent of premium, and this contract does not. However, it is clear that for the past 15 years, the contracts have been administered uniformly. To date, the parties have treated the dollar limitation in this Union's contract in the exact same manner as if it was a percentage limitation. During 1995, this practice accrued to the benefit of the members of this unit. Under the terms of the expired contract, members with single coverage should have paid $28 and members with family coverage $65.50 a month since December 1993. Instead, those with single coverage paid $27.16 a month in 1994 and $27.56 a month in 1995. Members with family coverage have contributed $63.80 rather than $66.50 during 1995.

The County's practice of providing equal benefit packages for all of its employees is a kind of practice that has been previously recommended as fair and as good public policy. The fact that the County has negotiated the same health insurance provisions with its police union, and implemented the same provisions for its non-represented employees that it has made to this bargaining unit, demonstrates that the County is serious about maintaining its practice of providing equal benefit packages for all of its employees.

Evidence presented by the Union that comparable Employers pay a marginally higher percent toward their employees' health insurance premium cost, does not provide any reason to require Monroe County to abandon the pattern it has achieved, with the

Union's cooperation, over the past 15 years. The County's health insurance offer is the more reasonable.

RETIREMENT CONTRIBUTIONS - Much of the preceding discussion is also relevant to the Union's request that the Employer assume the additional .3% attributed to the employees' share for retirement benefits. The Employer may be unfair by inferring that the Union slipped its retirement proposed into its final offer after it filed for arbitration. The Union's explanation that it learned about the change in state law after these parties had reached an impasse, appears to be a reasonable explanation for why the Union amended its final offer on June 12, 1995.

In spite of the fact that the Union's external comparables appear to marginally support its proposal that the employer pay 100% of the Employees' share of the retirement benefits, there is no support for this position among internal comparables. It is not realistic to assume that this or any employer would blithely agree to pay $40,800 in employee benefits without getting something in return. That is the amount that the County said that it would cost if the County picked up the full cost of retirement contributions for its entire work force.

Because Monroe County has historically provided uniform benefit packages for all of its employees, the employer is realistically concerned that if it is required to absorb the entire cost of the employees' retirement contribution in this proceeding, it will be required to extend that benefit to all of its other employees in the future. For that reason, the Employer

has the right to argue that the Union should not be awarded this enhancement to an existing benefit without bargaining for it. For this reason, the Union's offer that the Employer pick up 100% of the employees' contribution toward employee retirement benefits, does not appear to be reasonable under the circumstances that exist herein.

This has not been an easy decision to arrive at. There is merit to the Union's wage offer. Though, the County's wage offer is not as attractive as the Union's, the County's offer is not unreasonable. Differences in the two offers relating to health insurance contributions and contributions toward retirement benefits, favor the County. The final offer of Monroe County shall be incorporated into the parties' 1995-96 collective bargaining agreement.

Dated at Madison, Wisconsin, this 31st day of October, 1995.

John C. Oestreicher
Arbitrator