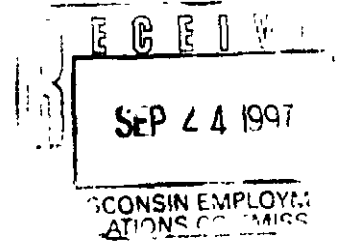


EDWARD B. KRINSKY, ARBITRATOR



In the matter of the Petition of

AFSCME, Council 40, AFL-CIO

Case 172
No 53429 INT/ARB-7786
Decision No. 28987-A

To Initiate Arbitration
Between Said Petitioner and

Columbia County (Professionals)

Appearances Mr. David White Staff Representative, for the Union.
 Mr. Donald J. Peterson Corporation Counsel, for the County

By its Order of February 20, 1997 the Wisconsin Employment Relations Commission appointed Edward B. Krinsky as the arbitrator "to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6 and 7. of the Municipal Employment Relations Act," to resolve the impasse between the above-captioned parties "...by selecting either the total final offer of the [Union] or the total final offer of the [County]."

A hearing was held at Portage, Wisconsin on May 19, 1997. No transcript of the proceeding was made. The parties had the opportunity to present evidence, testimony and arguments. The record was completed on August 7, 1997 with the exchange by the arbitrator of the parties' reply briefs.

There are two issues in dispute, wages and health insurance

The Union proposes a wage increase for Land Conservation Technicians of 25 cents per hour effective January 1, 1996 and 25 cents per hour effective January 1, 1997. The County proposes that those wage increases be 25 cents and 15 cents respectively. These rate adjustments, under both final offers, would be applied prior to the general wage increases.

The Union proposes wage increases of 2% on each of the following dates: January 1, 1996; July 1, 1996; January 1, 1997 and July 1, 1997. The County proposes that wages be increased by 3.50% on January 1, 1996 and 3.50% on January 1, 1997.

In addition, the County proposes that Section 15.3 of the Agreement, Health Insurance, be changed to read as follows:

There shall be two group hospital, surgical, and dental and vision insurance plans in effect for

employees and their dependents. The plan shall provide benefits which are at least equal in respects to the group plan attached as Appendices B-D. The employees have an option to choose either the GHT Standard Plan or the GHT Select Plan which is managed care plan. A dual choice enrollment will be held in the 1st week of October for any employee opting to change plans with coverage to be effective January 1st. The employer shall pay ninety percent (90%) of the GHT Select Plan premiums, or an equal dollar amount towards GHT standard premiums. The County shall not pay duplicate insurance coverage for any employee whose spouse works for the County. Regular part-time employees shall receive insurance benefits on a prorated basis.

The Union proposes no change in the existing health insurance language. The existing insurance is the Standard Plan, and the County pays 90% of its premium cost.

The effect of the County's health proposal is to give employees another plan to choose from in addition to the existing Standard Plan. Those employees opting for the new Select plan would have a slightly reduced premium, since the total premium cost is less than that of the Standard Plan, and the County would pay 90% of the Select Plan premium. However, those employees opting to remain in the Standard Plan would pay higher premiums than is currently the case. This is because instead of paying 90% of the Standard premium, the County proposes to pay 90% of the lower cost Select premium. Employees opting for the Standard Plan would pay the difference between the total premium cost of the Standard Plan and 90% of the Select Plan. The actual figures will be discussed below.

The statute requires the arbitrator to give weight to the factors enumerated there. Subsection (7) identifies the "factor given greatest weight". The arbitrator "shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer." In their presentation and arguments, the parties have not identified any such law or directive which places such limitations on the County. That being the case, the arbitrator does not view the "greatest weight" factor as favoring either party's final offer.

The next factor which must be considered is (7g) "factor given greater weight.". The arbitrator "shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r." Although the parties have presented various economic data, neither party makes any

compelling argument that its final offer should be awarded because of the economic conditions in the jurisdiction of the municipal employer. That being the case, the arbitrator does not view the "greater weight" factor as favoring either party's final offer.

Perhaps the reason for the lack of emphasis placed in this dispute on the greatest weight and greater weight factors is that the cost differences between the parties' final offers are relatively quite small. The County calculates the difference in the total package costs for 1996 to be \$ 3901, and for 1997 to be \$ 5735. Even these differences are exaggerated, since they assume that the County's health insurance offer would be effective January 1, 1996 which will not actually be the case if the County's final offer is selected.

The arbitrator "shall also give weight" to the other factors enumerated in the statute. Several of them are not in dispute, and thus will not be considered further: (a) lawful authority of the municipal employer; (b) stipulations of the parties; (c) "the interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement"; (f) comparison of wages, hours and conditions of employment with "other employees in private employment in the same community and in comparable communities," (g) cost of living; (h) overall compensation, (i) changes during the pendency of arbitration. [The County states in its brief that the interests and welfare of the public favor its final offer, but the argument is based on the fact that its offer costs less than the Union's offer and thus will have less of an impact on local taxes. Given the small cost differences, this is not a compelling argument.]

The other factors will be considered below: (d) "conditions of employment of other employees performing similar services," and (e) "conditions of employment of other employees generally in public employment in the same community and in comparable communities." (j) other factors "normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through arbitration."

The parties are in agreement about the other jurisdictions to be used for purposes of external comparisons. They are the following counties: Adams, Dane, Dodge, Green Lake, Jefferson, Marquette, Rock and Sauk. The County also presents some data for Portage school employees and Portage city employees, as Portage is the county seat of Columbia County.

The Professionals bargaining unit involved in this dispute is one of seven units with which the County bargains, consisting of 29 employees (about 8% of the 376 unionized employees). Three of the other units (Health Care, Highway, Courthouse/Human Services), are also represented by AFSCME and have not reached settlements for 1996 or 1997. Two of the remaining three units (both located in the Sheriff's Department) have not settled for 1997. Only one unit, Nurses, has settled for 1997. Three of the units (Nurses and the two Sheriff's units) have settled for 1996.

Wage Issue:

The largest group of employees in the bargaining unit is in the Social Worker classification. The parties exhibits and arguments center around those employees. As indicated above, there is also a dispute over the wage rate for Land Conservation Technicians, (there are 5) but it is clear that those differences in the parties' offers are not regarded by the parties as being determinative of the outcome of this dispute. The arbitrator concurs with that assessment and will not consider those differences further.

With respect to internal comparisons there is no pattern of settlements for 1997, contrary to the County's arguments. Only one bargaining unit has settled, and it (Nurses) is the smallest bargaining unit. For 1996 there are three settlements. Those settled units are a minority of bargaining units (3 of 7) and represent a minority of the County's unionized employees (approximately 20%).

It should be noted also that the three 1996 settlements are not internally consistent. The Nurses received a 3.25% increase, plus additional adjustments to two steps in two classifications; the "sworn" Sheriff's unit received a 5% lift and a 3.75% actual increase; the "non-sworn" Sheriff's unit received a 4.5% lift and a 3.375% actual increase. These figures are compared to the County's final offer of 3.5%, and the Union's final offer of a 4% lift and a 3.0% actual increase. Both final offers are reasonable in relationship to the other settled units, but these comparisons favor the Union's final offer somewhat more than the County's final offer because of the lift which is greater in two of the three settlements than what the County is offering to the Union in this proceeding. The County objects also to the Union's offer in part because it contains split increases in each year of the Agreement, but it must be noted that both units in the Sheriff's Department which have settled for 1996 have split increases during 1996.

The external comparisons are more difficult to make. This is primarily because in the bargaining unit there is only one classification of Social Worker, while in comparable units, some have more than one Social Worker classification. Also, comparisons are only meaningful where the data are complete for the time period being studied. Only five of the eight comparison units have reached settlements covering both 1996 and 1997 (Dane, Dodge, Green Lake, Jefferson and Sauk).

The County argues that the comparables should be limited further, by eliminating Jefferson and Sauk. It argues that "Jefferson County altered its salary schedule structure on July 1, 1996. This schedule modification included the artificial placement of all bargaining unit employees... Sauk County also revised its salary schedule structure on January 1, 1997 by consolidating the Social Worker I, II and III positions into Social Worker II and III classifications."

The arbitrator is including Jefferson and Sauk in the comparisons for two reasons. First, without them, there are only three comparable counties. Given that there are

eight jurisdictions which the parties agree are comparables, it is more desirable to have data on five of them, than just three. Second, as will be seen below, since the comparisons which the arbitrator uses are to the maximum rates of the lowest and highest Social Worker classifications, it does not really matter if there were changes within the comparable salary structures, since the focus is not on a particular step of any classification or on movements within the salary schedule.

The arbitrator does not find either party's analysis of wage comparisons to be satisfactory. The Union makes comparisons with a beginning Social Worker and a high-end Social Worker. While those are the kind of comparisons which the arbitrator will use, looking at the maximum rates, the Union also makes comparisons with a middle-range Social Worker. The arbitrator does not find those comparisons useful because of the subjective judgments which one must make about which classifications to use in the comparable jurisdictions. For its part, the County makes comparisons, and for reasons which are not clear, it "does not include the highest paid position among the comparables." Also, when a comparable has more than one classification, the County simply adds the wage rates of the multiple classifications, in an unweighted fashion, into the averages, which distorts the results. The arbitrator's analysis is as follows:

First, a comparison is made between the maximum wage rate of Social Workers in the bargaining unit, with the maximum wage rates of the lowest Social Worker classification in each of the comparable units. Second, a comparison is made between the maximum wage rate of Social Workers in the bargaining unit, with the maximum wage rates of the highest Social Worker classification in each of the comparable units. The arbitrator understands that since there is only one classification of Social Workers in the bargaining unit, the comparisons would be more meaningful if they were made with other jurisdictions which had only one classification of Social Worker. Still, the comparison with the top rates of beginning and high-end Social Workers, where there is more than one classification, produces meaningful information about the bargaining unit's relative standing over the period 1995, 1996 and 1997 for which the data are available.

Maximum Hourly Year-End Rates of Lowest Social Worker Classification

<u>County</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Dane	13.38	17.38	18.00
Jefferson	16.30	16.29	16.78
Green Lake	14.11	14.54	14.97
Dodge	13.70	14.25	14.75
Sauk	13.17	13.60	15.59
median	13.70	14.54	15.59

Columbia (rank)	(5)	(3)	(3)
Union	13.37	15.48	16.11
County	13.37	15.40	15.94

Columbia difference
from median

Union	- .33	+ .94	+ .52
County	- .33	+ .86	+ .35

Maximum Hourly Year-End Rates of Highest Social Worker Classification

<u>County</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Dane	18.58	19.14	19.81
Jefferson	16.30	16.29	16.78
Green Lake	19.81	20.40	21.02
Dodge	16.95	17.64	18.25
Sauk	15.28	15.78	16.82

median 16.95 17.64 18.25

Columbia (rank)	(6)	(6)	(6)
Union:	14.88	15.48	16.11
County	14.88	15.40	15.94

Columbia difference
from median

Union	-2.07	-2.16	-2.14
County	-2.07	-2.24	-2.31

These comparisons demonstrate that in comparison to the lowest Social Worker classification, the ranking of the bargaining unit improved from 5th in 1995 to 3rd in 1996 and 1997 under both parties' final offers. In 1995 the bargaining unit was below the median of the comparable counties, and in 1996 and 1997 it is above the median, although less so under the County's offer than under the Union's offer.

In comparison to the highest classified Social Workers, the bargaining unit is ranked 6th in all three years under both final offers and the rates received by the bargaining units are more than two dollars per hour below the maximum rates in the comparable units.. Both final offers also result in deterioration from the median in 1996 and 1997 compared to 1995, but the deterioration is less under the Union's offer than the County's offer.

The County acknowledges that its rates are not as competitive at the highest levels as they are at lower levels, but it argues:

 this comparable position has been bargained. That is, the Union has voluntarily reached contract settlements with the county calling for continuation of the single salary schedule structure. The Union's final offer does not address the true issue but rather believes that additional split-year adjustments will minimize the situation. It won't.

The arbitrator notes, in response to the County's argument, that while it is correct that the Union has not proposed a change in the classification structure in this proceeding, the County also has not done so.

The Union argues:

 For the term of this Agreement, the Union's offer provides modest improvement in the standing of Columbia County employees relative to the comparables. It does so without attempting to accomplish too much too soon. Indeed, an argument could be made for the proposition that the Union's offer does not go far enough. Regardless of the merits of that argument, the indisputable fact is that the County's offer provides too little. It fails to recognize the bad position that Columbia County is in relative to the comparables, and it does nothing to alleviate the wage disparities that exist.

The County argues that "it is not equitable to compare a single wage classification with multiple, higher level positions among the other counties." For this reason the County urges comparing the bargaining unit with the next to highest classification in each of the comparables. The arbitrator has done that analysis, as follows.

Maximum Hourly Year-End Rates of Next to Highest Social Worker Classification

<u>County</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Dane	16.87	17.38	18.00
Jefferson	16.30	16.29	16.78
Green Lake	17.43	17.95	18.49
Dodge	15.22	15.83	16.38
Sauk	14.15	14.61	15.59

median	16.30	16.29	16.78
Columbia (rank)	(5)	(5)	(5)
Union.	14.88	15.48	16.11
County	14.88	15.40	15.94
Columbia difference from median			
Union	-1.42	-.81	-.67
County	-1.42	-.89	-.84

This analysis shows that both parties' final offers result in wages below the median, but there is substantial improvement in 1996 and 1997, in contrast to 1995

The following table shows the percentage increases given in these external comparison counties:

Percentage Increases in Comparable Counties Settled, 1996 and 1997

<u>County</u>	<u>1996</u>	<u>1997</u>
Dane		
12/24/95	2.0	
6/23/96	1.0	
12/22/96		2.0
6/22/97		1.5
Dodge		
1/1/96	3.0	
7/1/96	1.0	
1/1/97		3.5
Green Lake	3.0	3.0
Jefferson	3.0	3.0
Sauk		
1/1/96	3.25	
1/1/97		2.0 only to 18,30 & 60 mo. steps
7/1/97		2.0 only to 18,30 & 60 mo. steps
median (actual cost)	3.0	3.0
median (lift)	3.0	3.5

Columbia

Union offer (actual)	3.0	3.0
difference from median	0	0
County offer (actual)	3.5	3.5
difference from median	+5	+5
Union offer (lift)	4.0	4.0
difference from median	+1.0	+5
County offer (lift)	3.5	3.5
difference from median	+5	0

This table shows that both parties' offers are at or above the median percentage increases given by the comparable counties, whether viewed in terms of actual cost or lift. The County's offer is relatively higher than the Union's viewed in comparative cost terms, and the Union's offer is relatively higher than the County's viewed in comparative lift terms.

It is the arbitrator's view that there is very little basis for deciding which final offer is favored in terms of the external comparables. Both final offers make significant improvements in relationship to the beginning Social Worker classifications and in relationship to the next to highest Social Worker classification in each of the comparison counties. In relationship to the maximum rates paid to the highest classification of Social Workers in the comparable jurisdictions, the Union's final offer results in less deterioration than does the County's final offer.

Health Insurance Issue:

In 1996 the County implemented the Select Plan for its non-represented employees, and paid 90% of the premiums. The unionized employees were covered by the Standard Plan, and the County paid 90% of those premiums. The County then embarked on a course aimed at bringing its health costs down further. In bargaining with the Nurses for 1996 it gained their acceptance of what it is now proposing in its final offer in the current dispute. That is, it offered the Select Plan as an optional plan and agreed to pay 90% of the premiums. Employees wishing to continue the Standard Plan could do so, but they would have to pay the difference in cost between the Standard Plan premiums and 90% of the Select Plan premiums.

In the current bargaining, the County made that same offer to its six other bargaining units. The two units in the Sheriff's Department have not reached agreement yet on their new contracts, but they have reached tentative agreement to implement the health plan arrangements offered by the County. The bargaining unit involved in this dispute, as well as the other three units represented by AFSCME have not been

willing to agree to this arrangement.

In its brief, the County states its goal now as being "quite simple - to achieve complete internal equity for all of its internal bargaining units." The County articulates its rationale further as follows:

The employees within this bargaining unit cannot overlook the plain fact that, as health care costs continue to skyrocket, alternatives must be presented. If an employee desires to maintain superior health benefits and retain access to alternative physicians offered under the current Standard plan, then the logical conclusion must be that the employee should be required to absorb a minimal cost increase associated with continuing that excellent health insurance benefit.

The County argues further that, "Hitting the employee pocketbooks raises the awareness level and also directly impacts on the usage of the benefits."

The Union argues that the County's premiums are not alarming in comparison to what is paid by the comparable jurisdictions. Although the County cites the fact that its health insurance costs under the Standard Plan have increased an average of 8% per year over the past seven years, the Union argues that the County hasn't provided any evidence to support its claim that those increases are "excessive" relative to the experiences of the comparable jurisdictions. The Union acknowledges that the County's premium costs are above those of the average of the comparables, but it argues that this would have a greater impact "were it not for the fact that .. County pays its employees so poorly in comparison to the comparables."

In its arguments, the County repeatedly lumps together the four AFSCME units and describes them as the "lone holdout." It then cites the decisions of many arbitrators which have supported the right of a municipal employer to change health insurance arrangements when, in arbitration with a union which is a lone holdout, the other internal bargaining units have agreed to the arrangements. The Union objects to the County's application of these arbitration decisions to the present dispute. The Union notes that only one unit has a signed contract with these arrangements in it, and while two others have accepted the arrangements, four units have not. The Union notes also that the units which have not accepted the County's proposal constitute 80% of the represented employees. Thus, the Union rejects, the County's assertion that "this ...unit is simply utilizing the arbitration process to get...greater premium contributions...that (sic) what is provided for other internal bargaining units "

In their presentations both parties argued at length about the relative merits, and strengths and weaknesses, of the Select Plan and the Standard Plan. The arbitrator

is not addressing those arguments because the County is not proposing to eliminate one plan and substitute the other one for it. Rather, the County's proposal is to add the Select Plan as an option to the Standard Plan. The County views the Select Plan as advantageous to the bargaining unit employees. The Union does not. What is important to the arbitrator in this situation is not the contents of the plans, since if the County's final offer is implemented the employees can choose which plan to enroll in. What is important to the arbitrator is whether there is justification for the County's proposal which will impose substantially higher premium costs on employees who wish to maintain their enrollment in the Standard Plan. For those opting for the Select Plan there will be a premium decrease. The premium changes are shown in the following table.

Employee's Monthly Premiums for Medical, Dental, Vision Insurance, 1995, 1996 and 1997

	<u>1995</u>	<u>1996 & 1997</u>
Standard Plan - Single	22.53	
Union offer		23.43
County offer		35.60
Standard Plan - Family	53.81	
Union offer		55.96
County offer		85.02
County offer:		
Select Plan - Single		22.08
Select Plan - Family		52.74

The County has a laudable goal. It is reasonable for it to want to reduce its health costs, and it is also reasonable and efficient to have the same health insurance arrangements for all of its employees. The County can make those changes unilaterally for non-unionized employees, and it has done so, but it must bargain those changes for unionized employees. Four of the bargaining units representing 80% of the unionized employees have refused to go along with these arrangements in the current round of bargaining. The arbitrator agrees with the Union that in this context the bargaining unit is not a "lone holdout". Thus, the arguments and arbitration decisions which deal with lone holdout situations are not germane to the present situation. The internal comparisons do not provide support for the County's arguments that the arbitrator should compel this bargaining unit to accept the County's proposal. Perhaps there is a pattern of acceptance of the County's proposal which is in the process of being established, but there is no pattern at this time. Uniformity of

insurance arrangements is not yet in sight, and it must be bargained.

Next, consideration must be given to the external comparables. The County provides medical, dental and vision insurance to its employees. In the following table, the arbitrator has compared what the County pays (employer's share) for this insurance to what the other counties pay for their medical, dental and vision insurance. All 8 counties provide medical insurance; 4 provide dental insurance; 1 provides vision insurance. In this table, as well as in the ones which follow, where there is more than one plan provided by a county, the arbitrator has used the one with the highest costs, thus reflecting the most that the employer and the employees will pay. Medians and rankings are shown for both years. Since data were not presented for 1995, it is not possible to compare the parties' final offers and the relationships of the comparables in 1996 and 1997 to what those relationships were in 1995.

Monthly Employer Premium for Medical, Dental, and Vision Insurance.

<u>County</u>	<u>1996</u>		<u>1997</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Adams	225.44	575.10	228.78	583.70
Dane	230.25	538.30	236.90	553.80
Dodge	220.75	550.97	224.28	604.73
Green Lake	217.52	560.26	217.52	560.26
Jefferson	158.00	475.00	150.00	470.00
Marquette	184.37	460.92	207.33	518.33
Rock	181.16	523.85	152.95	462.99
Sauk	142.90	385.83	145.39	392.54
median	200.95	531.08	212.43	536.07
County offer	217.23	521.74	217.83	523.35
rank	5	6	4	5
difference from median	+ 6.28	-9.34	+ 5.40	-12.72
Union offer	229.81	551.70	230.97	554.53
rank	2	3	2	4
difference from median	+ 28.86	+20.62	+ 18.54	+ 18.46
Additional Comparisons				
Portage Schools	211.68	498.36	211.68	498.36
City of Portage	196.64	442.62	206.82	463.36

The same analysis is provided in the following table for the employee's cost of the insurance:

Monthly Employee Premium for Medical, Dental, and Vision Insurance.

<u>County</u>	<u>1996</u>		<u>1997</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Adams	41.12	116.84	41.80	117.78
Dane	0.00	20.51	0.00	21.10
Dodge	11.00	26.90	11.00	29.10
Green Lake	0.00	0.00	0.00	0.00
Jefferson	0.00	0.00	0.00	0.00
Marquette	20.48	51.21	23.04	57.59
Rock	5.70	19.23	5.70	19.23
Sauk	95.31	172.64	223.84	473.09
median	11.00	26.90	11.00	29.10
County offer	38.11	91.27	38.80	92.81
rank	3	3	3	3
difference from median	+ 27.11	+64.37	+27.80	+63.71
Union offer	25.53	61.30	25.66	61.62
rank	4	4	4	4
difference from median	+ 14.53	+34.40	+14.66	+32.52
Additional Comparisons				
Portage Schools	10.44	2.22	10.44	2.22
City of Portage	88.12	192.20	83.44	177.46

What these analyses show is that in terms of medical, dental and vision insurance combined, the County's offer results in the County's costs being above the median for the single premium, and below the median for family insurance. Under the Union's offer both single and family premium costs are above the median. Viewed from the standpoint of the employee's costs, both final offers result in the employees paying more than the median figure for the comparables.

Although the dispute in this case involves medical, dental and vision insurance, a truer picture of the parties' relative standing among the comparables is given if only medical insurance costs are used, since all of the comparison counties provide medical

insurance, but only some provide dental and vision insurance. It is not surprising that the County's costs would be relatively high when compared with comparables which do not have dental and vision insurance. The following tables have the same format as the preceding ones, but they show only medical insurance costs

Monthly Employer Premium for Medical Insurance.

<u>County</u>	<u>1996</u>		<u>1997</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Adams	225.44	575.10	228.78	583.70
Dane	210.13	482.45	216.28	496.58
Dodge	209.00	511.10	209.00	552.90
Green Lake	217.52	560.26	217.52	560.26
Jefferson	145.00	445.00	135.00	435.00
Marquette	184.37	460.92	207.33	518.33
Rock	172.61	495.01	144.40	434.15
Sauk	142.90	385.83	145.39	392.54
median	196.69	488.73	208.17	507.46
County offer rank	198.71	474.62	198.71	474.62
difference from median	5	6	6	6
	+2.02	-14.11	-9.46	-32.84
Union offer rank	210.88	503.67	210.88	503.67
difference from median	3	4	4	5
	+14.19	+14.94	+2.71	-3.79
Additional Comparisons				
Portage Schools	211.68	498.36	211.68	498.36
City of Portage	165.14	411.12	172.32	428.86

Monthly Employee Premium for Medical Insurance.

<u>County</u>	<u>1996</u>		<u>1997</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
Adams	24.74	63.60	25.12	64.54
Dane	0.00	20.51	0.00	21.10

Dodge	11 00	26.90	11 00	29 10
Green Lake	0 00	0 00	0 00	0 00
Jefferson	0.00	0 00	0 00	0 00
Marquette	20.48	51.21	23 04	57.59
Rock	0 00	0.00	0.00	0 00
Sauk	95 31	172 64	223 84	473.09
median	5 50	23 71	5 50	25.10
County offer	35 60	85 02	35 60	85.02
rank	2	2	2	2
difference from median	+30 10	+61 31	+30 10	+59.92
Union offer	23.43	55 96	23 43	55 96
rank	3	3	3	4
difference from median	+17 93	+32 25	+17.93	+30 86

Additional Comparisons

Portage Schools	10 44	2 22	10.44	2.22
City of Portage	78 92	183 00	71.74	165.26

When only medical insurance costs are considered the County's offer results in the County paying slightly more than the median for single premium in 1996, and below the median for family coverage in 1996, and below the median for both single and family premiums in 1997. Under the Union's offer the County's costs are above the median for both premiums in 1996 and the single premium in 1997, and below the median for family costs in 1997. The County's rates are clearly more reasonable than the Union's rates in 1996. In 1997, the County's rates are well below the median for both single and family premiums. Under the Union's final offer, the single premium rates are slightly above the median, but the family premium rates are below the median, although not as far below it as the rates under the County's final offer.

Viewed from the standpoint of the employee's costs, both final offers are above the median for single and family premiums in both 1996 and 1997. The rates under the Union's final offer are much closer to the median than the rates under the County's final offer.

These data show that there is more support among the comparables for the County's final offer in terms of the cost of the employer's share of medical insurance, but there is more support for the Union's final offer in terms of the employee's cost of medical insurance.

The County provided data about the premium increases which it has experienced in recent years. Shown are the increases in the total single and family premiums for the Standard Plan for Medical insurance, and for Medical, dental and vision insurance combined.

Percent increase in premiums over the premiums in the preceding year

<u>Year</u>	<u>Medical</u>		<u>Combined Medical, Vision, Dental</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
1992	15.06%	16.26%	13.39%	14.32%
1993	19.41	19.53	17.50	17.50
1994	13.50	13.50	12.77	12.72
1995	3.00	3.00	3.32	3.32
1996	4.00	4.00	4.21	4.21
1997	0.00	0.00	0.51	0.51

These figures demonstrate that there were large premium increases in the Standard plan during the period 1992-1994. Since that time, however, the premium increases have been small, totaling 7-8% in the last three years. These recent increases support the Union's argument that in terms of premium increases, there is no compelling reason at this time to support the County's view that health care costs are skyrocketing making it necessary to achieve further cost reductions at this time.

The statute requires the arbitrator to select one final offer in its entirety. Where, as here, the evidence does not demonstrate markedly greater support for one party's final offer more than the other, this is a very difficult decision.

With respect to the wage issue, the arbitrator has concluded that the internal comparisons favor the Union's final offer. There is little to choose from when the external comparisons are made. Both final offers result in substantial improvement in relationship to the comparables when viewed in terms of both the beginning Social Worker and next to highest Social Worker classifications. The wage rates continue to lag behind the comparables, however, and moreso under the County's final offer than the Union's. For this reason, and because the Union's final offer avoids further deterioration of bargaining unit Social Workers' maximum rates compared to the maximum rates paid to the highest classification of Social Workers in the comparison counties, the arbitrator has a slight preference for the Union's final offer.

With respect to the insurance issue, the evidence does not demonstrate any compelling reason to change the existing arrangements at this time. The internal comparisons favor the Union's final offer. With respect to the external comparisons,

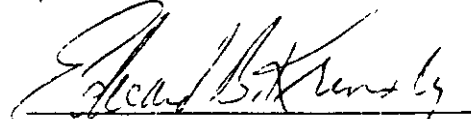
the employer's costs of insurance premiums favor the County's final offer more than the Union's, but the opposite is true when viewed in terms of the employee's costs.

The arbitrator has decided that on balance there is slightly more support for the Union's final offer than for the County's final offer

Based upon the above facts and discussion, the arbitrator hereby makes the following
AWARD

The Union's final offer is selected.

Dated this 17th day of September, 1997 at Madison, Wisconsin.


Edward B Krinsky
Arbitrator