

## **AND THE WINNER IS....**

### **Summary of Selected Interest Arbitration Awards 2006 WERC Public Sector Labor Relations Conference**

#### **1. Midstate Technical College (Faculty) and Midstate Technical College Faculty Association, 30800 INT/ARB 10008, ( Petrie, 1/3/05)**

Arbitrator Petrie selected Association offer of 3% over 0% of the Employer on 3<sup>rd</sup> year contract re-opener on wages for the 2003-2004 school year. The Arbitrator concluded that the intra-industry comparables support the Association offer. The Arbitrator interprets the statute that the greater weight criterion is not determinative and the Employer had not persuaded the Arbitrator of the reasonableness of a zero in this economic environment. At best the Employer would have achieved the short term economic relief it argued it sought through delayed implementation of the wage increase over a zero. A zero would heavily impact the long term wage levels of faculty.

#### **2. City of West Bend (Police) & WPPA/LEER Division, Dec. No. 31003-A (McAlpin, 2/15/05)**

Arbitrator McAlpin selects the Association offer in a wage dispute ATB and an Association demand for a step increase for detective. The Association offer calls for increases of 2% every 6-months in calendar years 2004 & 2005. The City offer provides for annual increases of 3% for each year. The parties agreed to the comparables set by Arbitrator Vernon in his 1993 interest award in this unit. Although internal comparability supports the City offer, the Arbitrator does not give that as much weight in police units, and he discounts the value of retiree health insurance purchased with banked sick leave. The unit retains rank under the Association offer in 2004, the year for which there are settlements among the comparables. Otherwise, this a very close case.

#### **3. City of Tomah & Local 180, AFSCME, Decision No. 31083-A (Yaeger, 2/18/05)**

In a unit of DPW, Water and Sewer, and City Hall employees, Arbitrator Yaeger selected the City's offer of a wage increase of 2% in 2004 and 2.5% in 2005 over the Union's proposal for ATB increases of 2.5% in each of both years and the City's offer of increased employee contribution toward health insurance premiums than the Union's. Internal comparability, the police settlement out weighed the external comparability factor that supported the Union's offer. On health insurance, the increases in premium went on average from \$4.10 per hour in 2001 to \$6.27 per hour in 2003 justified the Employer proposal for contribution to premiums of \$25 single & \$55 in 2004 and \$35 and \$85 family in 2005. The Arbitrator voiced concern with the Union's offer that provided for increased contribution from date of award rather than effective date of the agreement. Although the City offered no quid pro quo for the increase in contribution, the

Arbitrator found the substantial wage increase in the prior agreement to obtain a change in carrier to the State Plan presented a unique circumstance that justified selection of the City offer.

4. River Falls School District & West Central Education Association-River Falls Bus Drivers Unit, Dec. No. 30924-A (Engmann, 2/18/05)

The parties' offers are identical on the wage issue. The Arbitrator selected the Employer's offer to increase the flat dollar level of contribution from \$141 to \$175 over the Union's offer to pick-up 100% of premium for single and 50% of the cost of family coverage for bus drivers. The Arbitrator relied heavily on the cost of the Union's proposal in an environment of increasing premiums.

5. River Falls School District & West Central Education Association-River Falls-Special Education Assistants, Dec. No. 30923-A (Engmann, 2/18/05)

The Arbitrator observed that both offers were unreasonable. The Arbitrator found the Union's offer of a 1.5% in each of two years preferable to the Employer's. Here, too, the Union proposed the Employer pay 100% for single and 50% for family coverage for employees whose wage tops out at \$12.64 per hour. The Employer offer freezes its contribution at \$230 per month when the premium increased 38.3% over the last two years. Employees would have to work 36 hours per month to pay for the increase in premium for health insurance. The District offer creates a Section 125 Cafeteria Plan to provide a vehicle for these employees to purchase health insurance. The Union's offer for 100% contribution for single coverage where only 9 employees took insurance and 26 did not, exposed the Employer to a potential increased cost exceeding \$160,000. Arbitrator Engmann selected the District's final offer.

6. River Falls School District & West Central Education Association (Secretaries), Dec. No. 30960 (Bellman, 3/1/05)

Arbitrator Bellman followed the outcome in the Engmann decision for the following reason: "Arbitrator Engmann concluded, and the undersigned concurs, that the dispositive flaw in the Association's offer is its failure to rationalize its offer's application to employees who are not only not full year employees, but are in some cases not even full-day employees. Put another way, the Association offer suffers from its failure to pro-rate the benefit in issue. This position, in turn undermines the comparisons, both internal and external, that the Association emphasizes."

7. River Falls School District & West Central Education Association (Paraprofessionals), Dec. No. 30925-A (Rice, 3/05)

Arbitrator Rice was aware of the Engmann Award, when he issued this decision in which he selects the District's offer.. Rice concluded: "The average

total package increase proposed by the Union is 8.05% per year. That is unreasonable. Contribution of fully paid health and dental insurance in conjunction with a 3% wage increase is not supported by either internal or external comparable and is excessive. The Employer's proposal to freeze wages in 2002-2003 and increase wages by 3% in 2003-2004 and fully paying the insurance cost until the last six months of the contract term is reasonable. The large increase in insurance premiums and the support among both internal and external comparables for an employee contribution to premiums eliminates the need for a quid pro quo."

8. River Falls School District & West Central Education Association (Custodians), Dec. No. 30959-A (Torosian, 3/22/05)

Arbitrator Torosian had before him the other decisions noted above. Like Arbitrator Engmann, Torosian found both offers unreasonable. The Employer offer abandons 100% contribution for health insurance in the 2003-2004 contract to a dollar contribution of \$1000 (87.8%) with a wage offer of a freeze in the first year and a 1% increase in the second and no quid pro quo. Torosian distinguished the factual predicates and awards in Engmann's and Bellman's cases from the Rice Award and the instant case involving the custodians. Torosian acknowledges the influence of the Rice award on his decision. He notes that premiums increased 16% in 2000-2001, 24% in 2001-2002 and 30% in 2002-2003. The severity of the change is lessened by the Employer's proposal to delay implementation to the last 6-months of the contract. The Arbitrator found the Employer's final offer more in line with the internal comparables and selected it over the Union's offer for the 2002-2003 and 2003-2004 school years.

9. Monticello School District (Support Staff), & Monticello Educational Support Staff (CAUS WEAC) Dec. No. 31029-A (Schiavoni, 2/22/05)

In this first interest arbitration in this unit, Arbitrator Schiavoni selects the District offer of 50 cents per cell in the second year of the Agreement 2004-2005 over the Union's lower wage offer, 40 cents per cell. The Union proposes the Employer contribute 95% of the health and dental insurance premium for full time employees and bus drivers who drive two routes per day. The Employer proposed to sunset a grandfather clause with the effect of establishing the Employer's contribution for health and dental insurance at 90% for full time employees for family coverage and 95% for single coverage. The Employer proposes to pro-rate its contribution for employees working less than 35 hours per week. The Union's lower offer represents its quid pro quo to eliminate the pro-ration of Employer contribution for health and dental insurance. The Arbitrator found the Union's 10 cent lower offer on wages insufficient.

10. Village of Germantown & Local 3024 District Council 40, AFSCME, Dec. No. 31006-A (Honeyman, 3/28/05)

As part of the stipulated items, the Union agreed to make substantial changes to the structure of the health plan. The dollar difference between the two offers was insignificant. The Arbitrator found the Union's evidence more convincing and adopted the dollar amount employee contribution that ranges for single from \$12.50 in 2003 to \$17.50 in 2005 and for family coverage \$25 in 2003 to \$35 in 2005. The Arbitrator selected the Union offer noting that the Employer's proposal to have employees contribute a percentage toward premium ranging from 2% in 2003 to 6% in 2005 was not supported by the level of quid pro quo offered.

11. Florence School District & Local 1315-A AFSCME, Dec. No. 31023-A (Greco, 4/8/05)

In this unit of non-instructional personnel, custodians-drivers, bus drivers, cooks and instructional aides, the Arbitrator acknowledges that the District is in dire financial straights. The number of full time students dropped from 929 in 1996 to 693 in 2004. The bargaining unit went from 42 to 27 employees. Due to change in carriers, the total package costs of both the Employer and Union are stated in negative terms, the Union offer at minus 10.78% for 2003-2004 and minus 15.84% for 2004-2005. The District's offer is minus 12.17% in year one and minus 17.88% in year two. The Arbitrator found it necessary to observe in this very unusual case that the level of pay of the Districts' administrators is justified. Greatest weight supports neither offer Greco concluded, because some teachers received increases which the District unsuccessfully justified under the "dynamic status quo doctrine." The Arbitrator notes that a bus driver who works 581 hours a year will benefit from the Employer contribution to health insurance of \$14,476 or \$25-\$26 per hour. The Union proposed that bus drivers no longer contribute 25% toward premium. This proposal was not supported by the comparables. The District proposal for employee contribution is consistent with the internal comparables. Since the long term costs for health insurance could be staggering, the Arbitrator selected the District's final offer which provided for no wage increase for unit employees during its 2-year term.

12. City of Marshfield (Electric and Water Utility) & Teamsters Local 662, Dec. No. 31081-A (Schiavoni, 4/16/05)

The Arbitrator adopts the Union final offer of 3% plus 40cents ATB for 2002 and 3% plus 40cents in 2003 over the Employer final offer of 4% in each of both years in this wage only dispute. The case turns on the Arbitrator's decision to follow the comparables identified by Arbitrator Krinsky in his 1991 Award.

13. Village of Shorewood (Police) & Labor Association of Wisconsin, Dec. No. 31061-A (Greco, 4/22/05)



Arbitrator Greco selected the Association final offer for a 2- year contract over the Village's 3-year offer. The Association accepted the Employer's change in carrier and substantial changes to the structure of the insurance coverage. The case turned on the Employer's failure to offer a quid pro quo for the change to retiree health insurance. The Village proposed to reduce the Employer contribution for single coverage from 100% to 50%, the same percentage it pays for family coverage for retirees. There were identifiable employees who would have pay a total of \$27,000 plus under the Village offer. The Village offer was consistent with the internal comparables as to duration and employee contribution for health insurance premiums stated as a percentage rather than a dollar amount (the Union offer), that did not outweigh the absence of a quid pro quo on the retiree health insurance issue.

14. City of Sparta (Police) WPPA/LEER Division, Dec. No. 31114-A (Flaten, 5/5/05)

The Arbitrator adopted the Union final offer on wages. The City proposed 4% increase for each of three years, 2004, 2005 & 2006. The Union proposed 4% for 2004, but increases of 4.5% for each year, 2005 and 2006. The Arbitrator concluded that the Union's external comparables that included West Salem and Holmen were preferred over the comparables established in an interest award 26 years ago. The City of Tomah paid its officers \$1.04 per hour more than Sparta. Holmen pays \$2.04 more and West Salem \$1.53 than a Sparta officer. The Arbitrator found the Union's Worker's Compensation proposal reasonable.

15. Omro School District & AFSCME Local 1838, Dec. No. 31068-A (Dichter, 5/5/05)

In this custodial unit excluding secretaries and bus drivers, Arbitrator Dichter issued an interest award between these same parties in 1998. The Arbitrator selects the Union offer for the three school years 2003-04 thru 2005-2006. The Employer proposed a change in plans from the Managed Care Plan (MCP) to the Point of Service Plan (POS) and offered an additional 1% wage increase when its proposal on insurance went into effect. However, in his analysis, Arbitrator Dichter found that the difference on wages in year 1, the 2003-2004 school year favored the Union's offer at 2% for three years over the Employer offer of 1.5% in the first year and 2% in each of the two following years. Dichter concluded that the QEO law had more to do with teacher acceptance of the District's change in health insurance. The other internal units rejected the Employer's proposed change. The Arbitrator concluded that in the end, the quid pro quo offered by the District was only ½% more than the Union's preferred wage offer, and was insufficient and did not outweigh some of the increased costs some employees will face under the new plan.

16. Oconto Unified School District & Oconto ESP Association NUE, Dec. No. 30958-A (Knudson, 5/13/05)

In this unit of secretaries, bookkeepers and paraprofessional employees, in an environment of layoffs and tight budgets, the Arbitrator concluded that the Greatest Weight factor favors the District offer. The same wage issue in the previous interest case between these same parties decided by Arbitrator Torosian as in this case, concerned the wage levels of the paraprofessional employees and the bookkeepers. The Union seeks Employer contribution on health and dental for part-time employees at a lower work threshold resulting in 9 of the 13 employees in this unit becoming eligible to receive the Employer's 90% contribution toward insurance premiums. There is no pro-ration of benefits, here under the District's final offer. The Union offers a quid pro quo, a change from a Managed Care Plan to a Point of Service Plan at a proposed savings of \$5763 and a lower wage proposal in year 1 and wage freeze in year 2 for the paraprofessional classification. Although uncomfortable with both offers, Arbitrator Knudson selected the District's final offer.

17. International Brotherhood of Electrical Workers, Local 965 and Village of New Glarus 31160 INT/ARB 10096 (Malamud, 5/17/05)

Arbitrator Malamud selected the Village's offer of 2% on each January 1<sup>st</sup> and July 1<sup>st</sup> for the years 2004 and 2005 and cost shifting of premiums for future employees over a Union final offer of 3% and 3½ % for laborers and 5% each year for the remaining members of the bargaining unit with no change to health insurance. After determining the external comparables, the Arbitrator favored the Employer's wage offer and the Union's health insurance offer. He ultimately concluded that wages should be given greater weight, noted that the Union's wage offer was too high and chose the Village's offer. (Digested by Lauri Millot)

18. Marathon County (Sheriff's Dept.) & WPPA/LEER Division, Dec. No. 30945-A (Michelstetter II, 5/17/05)

Wages and health insurance are **NOT** at issue in this case. Rather, the County's Individual Police Vehicle program for detectives, its implementation of rules governing the use of pagers, the Employer's increased demand for call-ins on weekends and during detective's time off and a demand for additional time off are at issue. The Arbitrator selected the Employer's offer to leave broad Employer discretion contract language in place over Association demands that did not always achieve their stated purpose or were too restrictive of management's ability to meet and address detective heavy caseloads.

19. Iola-Scandinavia School District & Iola-Scandinavia Education Association-Central Wis. UniServ Council, Dec. No. 31122-A (Honeyman, 5/31/05)

For over 28 years, the parties have established a unique compensation structure far different than the grid educational lane based columns of other districts. The result is a higher base salary and much higher top salaries than the comparables. Arbitrator Honeyman points out only \$5100 of the top salary is generated by educational credits, the bulk is built through longevity. In this context, the Association proposes to increase the value of educational credits and as a quid pro quo to drop credit reimbursement to increase the salary levels of teachers in mid-career. The Association proposes that the District pay 90% toward family and 100% for single coverage, when the Employer's contribution over the years has been a dollar amount that equates to a percentage in the high eighties, when the closest comparable paid 94% of family premiums. The dollar difference between these parties amounted to \$223,000. Honeyman noted that the Greatest weight factor weighed heavily for the District even though it carried a healthy Fund 10 balance, because the Association demands would require increased expenditures and the Employer would be unable to expand income in the future to meet those future expenses. However, the proposal that sank the Association's offer was its offer that the "ISEA reserves the right to determine how increase in salaries is divided among members." Honeyman found that "... the salary allocation demand is an act of hubris that is completely unsupported in the record or the statute." He selected the District's final offer with a total package cost over 2-years of 8.73% over the Associations' 12.9%.

20. City of Marinette (Dept. of Public Works) & Local 260 AFSCME,  
Dec. No. 30894-A (Tyson, 5/27/05)

Arbitrator Tyson selects the City's offer of 1.5% for calendar year 2003 and 2.35% in 2004 over the Union's offer of 3.25% increase in each of the two years. The City lost population. The Union agreed to a 5% employee contribution for health insurance. However, the increase in premium of approximately 50% in the last several years compel a change without regard to the status quo. The Employer's higher contribution levels and cost of insurance compared to the comparables seemed to outweigh the Union wage offer which more closely tracked both in percentage increase and salary level amounts paid by the comparables. The Arbitrator favored the Employer's status quo proposal on personal leave resulting in Marinette employees having slightly more leave than the comparables.

21. City of Portage (Police Dept.) & WPPA/LEER Division, Dec. No. 31005-A  
(Petrie, 6/3/05)

Arbitrator Petrie selected the Association final offer of 2% January 1 and additional 1% July 1 in each of calendar years 2004 & 2005 over the City's offer of 1.5% and an additional 1% over the same period. The Arbitrator found the Association offer supported by the comparables. There is a trend 3 of 5 comparables that require employee contribution that support employee contribution toward premiums. The Arbitrator concluded that the parties must



address the problem of increasing rate of health insurance premiums in future bargains. The Employer payment of 100% of the premium under the State insurance structure should continue through this contract.

22. Omro School District & Omro School Employees, Secretarial Division, Local 1838 AFSCME, Dec. No. 31069-A (Yaeger, 6/1/05)

The issues in dispute are the same as in Arbitrator Dichter's involving the custodial unit and Arbitrator Petrie's involving the Aides and Food Service employees. The Employer proposes wage increases of 1.5% in year 1 and 2% each in years 2 and 3. The Employer proposes the payment of an additional 1% when its insurance proposal is put into effect. The insurance offer is described fully in the digest of the 2 other awards. The main part of the proposal provides for Employer payment of 90% of premium for family and 100% of premium for single coverage of the POS plan. Arbitrator Yaeger selects the Union final offer of a 2% wage increase in each of the 3-years beginning July 1 2003, 2004 and 2005. Yaeger found the Union's wage proposal better supported by the comparables in the first year where the offers differ. The District notes the Teachers accepted the Employer's health insurance proposal years ago. The POS plan provides additional choices. Yaeger did the math. The cost to employees of the status quo MCP plan will decrease under the Employer offer from 90 to 82% and from 100 to 91%. The 1% wage increases covers less than a quarter of the cost of the status quo MCP family plan for 9 of 11 employees that represent 82% of this unit. The Arbitrator concludes that the 1% is inadequate and substantial cost shifting occurs under the District offer. The Arbitrator discounts the Teacher unit agreement to the insurance because of the operation of the QEO law. In the teacher unit, the Employer contributes 95% of the premium rather than 90%, as here. The Arbitrator did not consider the Union's unilateral submission of the Arbitrator Dichter's award. Yaeger found the Union's offer on wages and health insurance more reasonable and selected its final offer.

23. Marquette County (Highway Dept.) & Local 1740 AFSCME, Dec. No. 31027-A (Eich, 6/24/05)

Arbitrator Eich selects the County final offer for a 3% ATB plus 10 cents/hour for both years, 2004 and 2005. The Union proposes a 3% increase ATB in each of both years. The County proposed elimination of sick leave payout for employees hired after 1/04 should their employment be terminated and for those hired after 1/04 the Employer would pay 85% of the HMO premium and 89% of the premium under the State Plan. For those hired prior to 1/04, the Employer would pay 95% of the HMO premium and 90% of the premium under the State Plan. The Union proposed the retention of the status quo on insurance. The Arbitrator asserts that the rapidity of the increase and recognition by arbitrators that employees should share in this increased cost establish the need for and fairness of the Employer proposal. The additional 10 cents per hour is an



adequate quid pro quo. Four of the other 5 County units agreed to these same terms.

24. City of Sturgeon Bay (Police Department) & Sturgeon Bay Professional Police Officer's Union, Local 1658 AFSCME, Dec. No. 31080-A (Eich, 7/8/05)

The only dispute is over contribution to health insurance. The Employer proposes the 4% contribution level agreed to by the parties increase on the last day of the contract to 5%. The Union does not. The City offers to contribute \$30/month to a Sec. 457 Plan on behalf of all unit employees regardless of whether they participate in the health insurance plan. The Union offer provides for the City to contribute 65% of the cost of the health insurance premiums into Sec. 457 plan as reimbursing those who actually make the concession of contributing towards the cost of premium. The Arbitrator accepts the fairness of all employees sharing the benefit of the tendered quid pro quo by the City. The City offer for a 5% employee contribution level toward insurance is borne out by the comparables. The City's Fire Fighters have accepted the same offer proposed by the City, here.

25. Portage County (Sheriff's Dept.) & WPPA/LEER Division, Dec. No. 31158-A (Honeyman, 7/5/05)

Only 2 matters were at issue in this case: comp time pay out for hours in excess of 200 in a year and a minor clarification of what constitutes a training day. Arbitrator Honeyman selects the Association offer for calendar years 2004 & 2005. The existing language affords the Employer discretion to allow an officer to take the time on any particular date. The Arbitrator considers that the comp time issue was brought on by an anomalous spike in comp time accumulations that resulted from the delayed filling of vacancies. He saw no need for a permanent change in the parties' contract language.

26. City of Eau Claire & Communication Worker of America, Local 4640, Dec. No. 31297-A (Bellman, 7/7/05)

In this unit of 18 telecommunication personnel in the Police Department, the sole issue is the Union's proposal for the City to pay 95% of the cost of single coverage health insurance between an employee's early retirement and their health benefit eligibility at age 60. This benefit is provided to other police employees. Bellman selects the City offer because, "The Arbitrator disagrees with the Union's contention that these employees are more comparable to the police officers than to other organized City employees because of their placement within the police department. Police officers and firefighters are treated distinctly by the statutes... These employees should be compared to the non-protective service employees."

27. Omro School District (Aides/Food Service) & Omro Aides/Food Service Association, WEAC, NEA, Dec. No.31070-A (Petrie, 7/9/05)

Arbitrator Petrie selects the District offer on wages and health insurance for a 3-year contract for July 1, 2003 through June 30, 2006. The District offer provides employees a choice of the WEAIT Point of Service (POS) or Managed Care Plan (MCP) with employees paying the difference in the cost of MCP over POS. The Employer proposes to pay 90% of the premium for family and 100% for single coverage for the POS plan. The Employer offer specifies the coverage level under both MCP & POS. The Association proposes the status quo on insurance. The wage offers differ over the three years with the Employer proposing a 1.5% increase in the first year and 2% in the two successive years. The Association proposes a 2% increase in each year of the 3-year contract. The Union attempted to have the Arbitrator receive the Dichter Award. Petrie found the parties' agreed to that award's inclusion in this record if issued in April. It did not. Petrie did not receive the award. Arbitrator Petrie found that the Employer proposed changes for health insurance are justified, since costs have escalated beyond what the parties may have anticipated. The Employer proposal addresses the unanticipated problem. Given the dimension of the problem little or no quid pro quo is necessary. The Employer's proposed 1% wage adjustment when its health insurance proposal is put in effect is adequate. Arbitrator Petrie noted how little the parties bargained over the Union's proposed expansion of the comparables and the little bargaining that resulted from the Union's stand pat position on health insurance.

28. Columbia County (Courthouse/Human Services Dept.) & Local 2698-B, AFSCME, Dec. No. 31211-A (Roberts, 7/18/05)

The parties have agreed upon a reclassification procedure with interest arbitration as the terminal step. Under the parties agreement, three criteria must be applied to determine if a reclassification is justified. The criteria are: "(1) if it is determined that the position was improperly classified or graded when it was first placed on the salary schedule; (2) if there has been gradual growth or a major alteration of a position as additional duties and responsibilities are assigned; (3) or internal and/or external comparisons indicate the need to consider reclassification or upgrade. The position at issue is Deputy Director of Emergency Management. Arbitrator Roberts concludes that reclassification from range 2 to 1 is appropriate. This position was the subject of a voluntary impasse procedure award by Arbitrator Tyson in 1997. In this case, the Arbitrator determines whether there have been any significant changes since 1997 that warrant the reclassification. There have been changes since 2003 that parallel Dane County's Hazardous Materials Planner and Population Protection Planner, as well as, Jefferson County's Emergency Management Coordinator. Accordingly, the Arbitrator selects the union final offer that supports the upgrade from Range 2 to Range 1.

29. City of Eau Claire & Local 284 AFSCME, Dec. No. 30287-A (McAlpin, 9/1/05)

Arbitrator McAlpin selects the Union wage offer of 3.25% as the more reasonable over the City's 3% offer in this the major unit of City employees. The City offers only one health insurance plan to its employees. Two smaller units have agreed to the County proposal, but the Union fully justified its position.

30. Berlin Area School District & Berlin Staff Association (Paraprofessionals & Custodial/Maintenance Employees (Three Rivers United Educators), Dec. No. 31161-A (Grenig, 9/6/05)

This is a first agreement between these parties. On health insurance the Association proposes 1820 hours as full-time for insurance purposes; the District wants to keep it at 2080. Using total package costing as opposed to separating fringe benefits from wages, the Employer proposes increases of 9.5%, 7% & 10.9%. The Association proposes 9.6%, 7% & 11.4% for 200-2001, 2001-2002 and 2002-2003, respectively. There are a number of other issues. The Arbitrator found the Employer's comparables appropriate, whether or not organized. The market is the market, quoting Arbitrators Torosian and Schiavoni. The Arbitrator found the Association wage offer slightly more reasonable due to the length of time it took a custodian to get to the top rate. He found the Association offer more reasonable on health insurance; he could not discern why a custodian working 35 hours/week should receive the benefit but a para should not. The Arbitrator found the Association layoff proposal more reasonable because it treats reduction in hours as a layoff and is not as restrictive on bumping as the Employer's offer. The Arbitrator concluded that the Employer's vacation offer of vacation selection by seniority with one week limit more reasonable. The Arbitrator found the Employer's exclusion of the Management Rights clause from arbitration made the Association offer more reasonable on this issue. Arbitrator Grenig selects the Association offer as the more reasonable.

31 City of Waterloo & WPPA/LEER Division, Dec. No. 31274-A (Zeidler, 9/6/05)

In this unit of clerical and public works employees, Arbitrator Zeidler selects the City final offer on wages of 1.5% and an additional ½% in 2005 and 2% in 2006 over the Association's offer of 3% in each year of its offer. On health insurance, the City reduces its contribution for the State Plan from 105% of the lowest standard plan in 2005 to 98% of that premium with the employee paying 2% and the City's establishment of a plan to allow the employee contribution to be made with pre-tax dollars. The Arbitrator found that strong comparability in support of cost sharing overcomes any need for a quid pro quo. Economic conditions in Waterloo with a loss of a major employer in the community solidifies the Arbitrator's reasoning for selecting the City offer.

32. City of Eau Claire and Local 1310 31275 INT/ARB 10000 (Malamud, 9/19/05)

After the parties reached agreement on wages and benefits, Arbitrator Malamud was presented with a proposal from the City to amend a 1990 side letter by changing the shift for mechanics from 1 p.m. to 9 p.m. to 4 p.m. to midnight. The County presented a final offer with a 30 cent shift differential for the new shift while the Union's final offer was continuation of the status quo as it related to mechanic shifts. The Arbitrator, applying the status quo paradigm, internal comparables, and a shift differential payment concluded that the County's need to change met the requisite standard and found in favor of the County.

This interest arbitration case followed a ruling by the Commission which found that the County had unilaterally altered the status quo during a contract hiatus followed by two declaratory rulings and the pending remedial decision. The arbitrator distinguished his role from that of the Commission and addressed the difference between a necessity defense in a prohibited practice case and the need for change in the context of an interest arbitration case. (Digest by Lauri Millot)

33. City of Madison & Local 60 AFSCME, Dec. No. 31217-A (Engmann, 9/23/05)

In this general unit of employees, the main issue is wages for 2004 and 2005. The City proposes a 2% increase in each of two years but beginning the pay period that includes July 1. The Union proposes 2.5% for both years beginning January 1. The City offer includes some adjustment to the holiday language, substituting a personal holiday for Good Friday. The City offer on the holiday prevailed. The City had achieved settlements with the Teamsters, the Police and United professionals for Quality Health Care. The Arbitrator found the City 2% offer reasonable, but he found unreasonable the combination of 2% and the July 1 effective date. Accordingly, Arbitrator Engmann selected the Union's offer.

34. New Berlin School District & New Berlin Clerical Association (Lakewood UniServ Council), Dec. No. 31203-A (Yaeger, 10/19/05)

This dispute in the secretarial unit for 2001-2003 concerns wages. The Union proposes a 2% increase at the beginning of the contract year July 1 in 2001 and 2002. The District proposes 2% increase in both years, but effective January 1 of each year. This is the first arbitration award. The Arbitrator used organized Districts as comparables. The only other unionized employees of this District are the teachers, who are subject to the QEO. The District has fared poorly under fiscal restraints and it has lost 10 of 11 referenda. The Arbitrator finds the Employer's wage offer and cost of making copies offer more reasonable. The Arbitrator finds the Association offer on the authority of the grievance arbitrator to craft meaningful remedies by making many changes to



current language without a quid pro quo, reasonable. The Union proposes that discipline of a unit employee be for just cause. The Union expands that right in its offer. The Arbitrator finds the Union proposal, by itself, reasonable. In total, the Arbitrator concludes that the just cause and arbitrator authority issues outweigh the wage and cost of making copies issues, and he selects the Union offer.

35. Oshkosh Area School District & Oshkosh Paraprofessional Education Association, Decision No. 31279-A (Eich, 10/21/05)

The parties by agreement reduced the District's contribution to premiums from 100% to 95% for the Point of Service Plan (POS). The Employer proposes to raise the eligibility threshold from .5 to .8 FTE effective the last date of the 2003-2005 contract. The Employer's offer is supported by the food service settlement. The District notes overwhelming support among the comparables in the face of rapidly increasing premium and having the Employer pay \$13000 for insurance for an employee earning \$9000/year, together with the rapidity and size of the increase in premium minimizes the need for a quid pro quo. The District maintains that only 5 employees impacted by the change and its wage offer in the second year of 81 cents is double the average increase provided by the comparables. The food service employees with 14 who are subject to the new eligibility rule, .8 rather than .5, agreed to the change. There are other issues. The Arbitrator selects the District's final offer.

36. City of Wisconsin Rapids & WPPA/LEER Division, Dec. No. 31284-A (Dichter, 10/21/05)

This dispute is over wages and sick leave in a police unit of 33 officers for calendar years 2005 and 2006. The City proposes a major change to sick leave and the definition of extended sick leave reduced from 30 to 3 days. The Arbitrator found that the City failed to clearly establish that the internal or external comparables support its proposal for change nor did the City make a case for the need for change. On the wage issue, the City proposes a 2.75% increase in each year; the Union proposes a 3% in each year. The internal comparables favor the City offer. The City and Union are so close on wages that the sick leave issue determines the outcome. Arbitrator Dichter selects the Union offer.

37. City of Stevens Point (Police Dept.) & WPPA/LEER Division, Dec.No. 31301-A (Rice, 11/1/05)

The Arbitrator selects the Employer offer, although poorly worded, on the wage issue. The City proposes a 1% ATB increase in 2005, those with 3 years service would receive a 2% plus the 1% ATB for a 3% increase. Those with 8-years of service would get 3% plus the 1% for a 4% increase. Those with 13 years tenure would get 3.5% plus the 1% or 4.5% and those with 20 years

service would get 4% plus the 1% for a total of 5%. For 2006, the Employer proposes 2.5% ATB and ½% ATB to offset health insurance increases. The Union proposes increases of 1% in January and 3% in July in both years. The Employer proposes to contribute 92% toward premium in 2005 and 90% toward premium in 2006. For those who do not elect insurance coverage, they would receive \$200/year. The Arbitrator finds the Employer offer more reasonable than the Union's insistence on retaining the Employer's level of contribution to insurance the same. Arbitrator Rice selects the City offer.

38. Waushara County & WPPA/LEER Division, Dec. No. 31296-A (Roberts, 11/14/05)

Both parties propose structural changes to the Health Insurance Plan. On the wage issue, the Association proposes; 3% 1/1/05; 2% 1/1/06; 2% 7/1/06 and 3% 1/1/07. The County proposes increases of: 3% 1/1/05; 2% 1/1/06 and 3% 7/1/06. The Association proposes a 3-year contract; the County a 2-year contract. Arbitrator Roberts selects the County offer. No comparables are settled for 2007, he finds the Employer offer on duration is slightly preferable. Health insurance is the key issue here. Premium increases have averaged 18% from 2000 to 2005 for this unit. Arbitrator Weisberger's observation in Kenosha County Dec. No. 30797-A (2004) is cited here and has been cited in most case in which health insurance is an issue. The Association proposes changes in deductibles, the County offers 2 plans. The Arbitrator provides extensive analysis through charts comparing the structure of the plans. The County's proposed plans provides greater involvement of the consumer of health care in making medical choices and option 2 provides for the County annual contribution of \$750 to a Health Reimbursement Account. Arbitrator Roberts concludes that the County plans more adequately address skyrocketing costs than the Association offer.

39. Wisconsin Professional Police Association/Law Enforcement Employee Relations Division and Village of Fox Point (Police Department) 31283 MIA 2618 (Ver Ploeg, 11/28/05)

Arbitrator Ver Ploeg selected the Village's offer of six month salary increases of 2%, 1.5%, 2% and 2% for 2005 and 2006 and changing the employee's portion of health insurance premium from a specific dollar amount to a percentage amount over the Union's 2%, 2%, 2% and 1.5% wage increases with no change to health insurance. The Arbitrator found a compelling reason to alter the current method of contribution to employee health insurance premiums and the additional ½% of wages over the internal settlement pattern as a reasonable quid pro quo for the change. The Arbitrator found that the Village's offer responded to the changing economic circumstances, allowed the employee's to maintain their position with regard to external comparables and noted that the wage increases were greater than those of the internal comparables. (Digested by Lauri Millot)

40. The New Berlin Public School District and The New Berlin Education Association 31204 INT/ARB 9810 ( Greco, 12/1/05)

The District imposed a QEO for the 2003-2005 agreement. Three issues were before Arbitrator Greco; just cause language, arbitral authority language and charges for information requests by the Association. The Arbitrator selected the Association's offer. In doing so, Arbitrator Greco concluded that although the Association failed to provide quid pro quo's for the two language changes it sought, since the District's costs for information requests was a minor issue in comparison to meaningful back pay as a remedy for employees whose rights have been violated under the labor agreement and the right of employees to be covered by the just cause standard when disciplined with pay. (Digested by Lauri Millot)

41. Monroe County Rolling Hills and Monroe County Rolling Hills Employee Local 1947 31381 INT/ARB 10377 (Vernon, 12/1/05)

Arbitrator Vernon selected the Union's offer of 2% in wages for 2005 and 2006 with no change to health insurance, the continuation of 15 memorandums of understanding and retroactivity application of the final offer over the County's offer of 2% wage increase effective 10/1/05 and 1/1/06 and the creation of a \$250/\$500 deductible for health insurance in the second year. The Arbitrator first challenged the County's assertion that the Governor's budget limitation created an automatic entitlement in interest arbitration for employer's to have their final offers selected. He continued concluding that there was no conclusive evidence that the revenue limits on the County are a controlling factor. The Arbitrator found that the County's health insurance proposed changes were not necessary and that the County's method of addressing the memorandums of understanding outside the arbitration process was bothersome. (Digested by Lauri Millot)

42 Professional Employees Local and Monroe County, 31374 INT/10380 (Brotslaw, 12/5/05)

Arbitrator Brotslaw preferred the Union's offer of 2% effective January 1 of 2005 and 2006 with no change to health insurance and continuation of some memorandums of understanding over the County's offer of 2% wage increase effective 10/1/05 and 2% effective 1/1/06 and the creation of a \$250/\$500 deductible for health insurance. The Arbitrator noted that the County did not offer a quid pro quo and articulated that the County "appears to be exacting a penalty in the form of a very small increase for 2005" in response to the delayed effective date for wages since no voluntary changes were made to the health insurance plan during 2005. (Digested by Lauri Millot)



43. Racine Water Works and Water Works Local 63, AFSCME, AFL-CIO, INT/ARB 10190 (Honeyman, 12/16/05)

Arbitrator Honeyman was presented with a Union wage offer of 2.5% for 2005 and 3% in 2006 with no change to health insurance and an Employer offer of 3.5% for both years, an increase to the health insurance deductible from \$200/\$500 to \$300/\$600 in 2005 and the deletion of a lifetime insurance continuation benefit for all employees hired after December 1, 2005. The Arbitrator first addressed the issue of whether the utility should be considered a comparable to the other City of Racine bargaining units which had settled for 2.5% and 3% increases for the same two year time-period with no change in health insurance and concluded that because the utility had its own economic sources of fees and its own governing body, it was appropriate to deviate from the internal pattern of settlement. Premised on the extraordinarily high cost of the lifetime health insurance benefit post-retirement and good management, he accepted the Employer's offer concluding that the proposed change was timely, that the change insulated current employees and that the Employer had proposed a substantial quid pro quo in the form of 1.5% in wages. (Digested by Lauri Millot)

44. Monroe County Courthouse Employees, Local 138, AFSCME, AFL-CIO and Monroe County, 31383 IN/ARB 10379 (Grenig, 12/17/05)

Arbitrator Grenig selected the Union's offer of 2% each year (2005, 2006) and continuation of memorandums of understanding over the County's offer of 2% wage increase effective 10/1/05 and 2% effective 1/1/06 and the creation of a \$250/\$500 deductible for health insurance. After considering the County's greatest weight argument and concluding that the County's fiscal concerns were not any more than comparable counties, he reviewed the wage and insurance benefits of external comparables concluding that the Union's wage offer was consistent with the comparables and that the County's insurance proposal would not result in comparable benefits. The Arbitrator noted that if he selected the County's offer, then employees would pay more in 2006 for health insurance than the comps while receiving significantly less than their comparables in wages in 2005. (Digested by Lauri Millot)

45. Racine Wastewater Commission and Local 2807, AFSCME, AFL-CIO 31231 INT/ARB 10196 (Engmann, 12/20/05)

Arbitrator Engmann was presented with a Union offer of wage increases of 2.5% and 3% for 2004 and 2005 and an Employer offer of 3.5% for each year and the deletion of the lifetime insurance continuation benefit for employees hired after December 1, 2005. The Arbitrator first concluded that the Wastewater Commission is not part of the City and the primary comparable is the Water Utility with the City of Racine bargaining units as secondary comparables. He then moved to the Employer's proposal to eliminate the lifetime post-retirement



health insurance benefit noting that all of the City of Racine bargaining units retained this benefit as did the Water Utility although it was in the interest arbitration process and the final offers were similar to those in this case. Recognizing that none of the external comparables have the lifetime insurance benefit, the actual and significant need for change due to escalating insurance costs and the quid pro quo, Arbitrator Engmann selected the Employer final offer. (Digested by Lauri Millot)

46. Monroe County Sheriffs' Department and Wisconsin Professional Police Association/Law Enforcement Employee Relations Division 2631 MIA 31363 (Malamud, 12/23/05)

Arbitrator Malamud selected the Association's final offer of a 3% wage increase for 2005, a 2%-2% split wage increase for 2006 and shift selection language over the County's offer of 2% wage increase effective 10/1/05 and 2% effective 1/1/06 and the creation of a \$250/\$500 deductible for health insurance. In addressing the "Interest and Welfare of the Public" criterion, he found in favor of the County. Moving to the comparability criterion and recognizing that the Association's offer was inconsistent with the majority of offers presented by the other bargaining units in arbitration, Arbitrator Malamud found greater weight in the external comparables and decided in favor of the Association citing Arbitrator Howard Bellman "there is no apparent reason why these employees should lag behind their counterparts at comparable employers." With regard to the shift selection language in the Association's final offer, the Arbitrator noted that had it not been for the "untenable wage and health insurance offer of the County, he would have selected the Association's offer." (Digested by Lauri Millot)

47. Frederic School District and Northwest United Educators-Associate Staff 31361 INT/ARB 10289 (Bellman, 12/29/05)

Arbitrator Bellman selected the Association's final offer of 3% each year for wages, an additional \$0.05/hour shift differential and a sick leave payout of \$20/day for those employees with 10 years seniority over the District's final offer of wage increases of 1% in 2003-04 and 3% in 2004-05. The Arbitrator rejected the District's argument that if the Association's offer is selected, then "too little is left to support increases for teachers and all of the other increased costs associated with educating the District's students". (Digested by Lauri Millot)

48. Local 2918, AFSCME, AFL-CIO and Vernon County 61367 INT/ARB 10099 (Grenig, 1/7/06)

Arbitrator Grenig selected the County's offer of 2-1% splits for 2004 and 2005, exchanging one personal day for a personal holiday, no change to on-call pay, joint meetings to discuss health insurance, and wages for two non-

professional positions, all retroactive to ratification except wages. The Union offered 3% each year, the addition of the day after Thanksgiving as a holiday, an increase in on-call pay by \$0.15/hour, the increase in funeral leave benefits, wages for Director of Court Services and WIC Coordinator and no activity on health insurance, all retroactive to the first day of the agreement. Applying the statutory criteria, the Arbitrator found the County's wage offer, Thanksgiving holiday offer, on-call pay offer, health insurance offer, and retroactivity offer were more reasonable than the Union's final offer. (Digested by Lauri Millot)

49. City of Platteville and Platteville City Employees Union, Local 823, AFSCME, AFL-CIO (Water and Sewer Unit) 31342 INT/ARB 10333 (Imes, 1/23/06)  
City of Platteville and Platteville City Employees Union, Local 823, AFSCME, AFL CIO (DPW Unit) 313 INT/ARB 10334 (Imes, 1/23/06)

Arbitrator Imes, in deciding both cases, selected the Employer's final offers. The City offered wage increases of 2% on January 1 and 1% on July 1 over three years (2005, 2006 and 2007), increasing the employee's portion of the health and dental insurance to 8% in 2005, 9% in 2006 and 10% in 2007 and an increase in prescription drug co-pays to \$5 for generic and \$10 for name brands. The Union's final offers sought 3% in wage increases for each of the three years, health insurance language that ensured that the City would not reduce coverage and incremental increases in prescription drug co-pays in the amount of \$3 for generic and \$6 for name brand for 2005, \$4/\$8 for 2006, and \$5/\$10 for 2007. In response to the Unions' argument that the City had not offered a quid pro quo for the health insurance changes, the Arbitrator found the City's offer more reasonable indicating that the need for a quid pro quo is not great due to the internal voluntary settlements and the fact that there was no change in plan design despite increasing premium costs. As to wages, she found that the internal and external comparables supported the City's offer. (Digested by Lauri Millot)

50. Outagamie County and Wisconsin Professional Police Law Enforcement Employee Relations Division, 31400 INAT/ARB 10280 (Petrie, 2/7/06)

Arbitrator Petrie selected the County's offer on the basis of internal and external comparables. After both sides indicated that the much of the statutory criteria had little application to the dispute and the County did not put forth an inability to pay argument, Petrie noted that the other five internal bargaining units had agreed to the wage and insurance package offered by the County. This package included a 3.25% increase on 1/9/05, 12/25/05 and 1/7/07 and changes to the health insurance premium cost-sharing from 95/5 with a cap at \$25 for single and \$55 for family to 91/9 and \$50/\$120 maximum for 2005; 90/10 and \$55/\$140 for 2006; and 87/13 and \$85/\$205 for 2007. The Association offer included 3% on January 1 of each year and no change to health insurance. After indicating that a quid pro quo is not required or is substantially reduced when the change to the status quo is to resolve some mutual problem, the Arbitrator

concluded that "since the wage increase of the County exceeds the Association wage proposal, ... the County fulfilled the *quid pro quo* requirements. (Digested by Lauri Millot)

51. Wisconsin Professional Police Association/Law Enforcement Employee Relations Division and Buffalo County 31340 MIA 2633 (Grenig, 2/8/06)

Arbitrator Grenig concluded that the County's offer was more reasonable due to the undeniable trend toward requiring employee contribution for single and family coverage. The County's final offer increased the deductible to \$250 for single and \$500 for family, created an office co-pay of \$15, consolidated the prescription drug co-pay to \$10 for generic and \$20 for name brand for all employees (previously it was two tier based on hire date), and obligated employees with single health insurance coverage to pay 15% of the premium. The Association final offer sought to increase the number of sick leave days that could be used for personal time from three to five and to eliminate the 55 years of age requirement for sick leave payout. The Arbitrator concluded that the County's \$.25/hour bump at the top step was an adequate *quid pro quo*, if one was needed for the health insurance changes. He also noted that there was no compelling reason for the elimination of the 55 years of age requirement for an employee to be eligible for a sick leave payout at retirement. (Digested by Lauri Millot)

52. City of Sturgeon Bay & City of Sturgeon Bay Employees Local 1658, AFSCME Dec. No. 31079 (Grenig, 7/25/05).

The parties agreed to a 3 year contract that provided wage increases of 3% eff. 1/03, 3.25% 1/04 and 3.25% in 1/05. They agreed that employees would pick-up 4% of the health insurance premium effective 1/04 through a 125 plan. The issues here concern the Employer's proposal that the Employee share of the premium increase to 5% effective the last day of the Agreement, 12/31/05. The Union proposed that the COLA formula increase from 80% to 100%. The City proposed to keep the status quo. Both offers call for the establishment of a Section 457 plan to help fund retiree health insurance. The City proposes to fund it with a flat \$30/month contribution. The Union proposes that it be funded with 65% of the employee premium for health & dental. The Arbitrator selected the City's final offer, following the decision and analysis of Arbitrator Eich. Arbitrator Grenig agreed with the City, that caution should be followed in the administration of the new Section 457 plan. The Union demonstrated neither a need for nor did it offer a quid pro quo for its COLA proposal. The Arbitrator rejected the City's Utilities Commission as an internal comparable, because of the different way it raises revenue and, in fact, the Utility has followed independent labor relation policies in the past.

53. Village of Redgranite & Water Utility and Wastewater Treatment Plant Employees Local 149, WPPA, LEER Dec. No. 31235-A (Vernon, 11/15/05)

Retirement was the central issue in this unit of 2 employees. The Union proposed a 3% increase in 1/05, the first year of the successor to the 2003-2004 contract and no increase in the second year, 2006. The Union proposes that the City switch to the Wisconsin Retirement System effective 1/06. This proposal would impact the Village's 13 employees, since the WRS has a rule cover one then it must cover all employees. The economic impact is between \$12,000 to \$21,000 or up to 5 times greater than the potential for revenue growth for this Employer whose revenue is dependent on fees. The Arbitrator selected the Village offer that continues to fund a Qualified Variable Investment Plan with Prudential Insurance and increase the contributions to that plan by \$240 in each of the 2 years of the Agreement.

54. Monroe County & Local 2470, Wisconsin Council 40, AFSCME, AFL-CIO, Dec. No. 31382-A (Petrie, 12/22/05)

The Arbitrator selected the Union's offer of 2% increase for each of two years, 2005 and 2006. The County proposes a 2% increase effective 10/1/05 at a cost of ½% in 2005 and the Employer proposes to introduce deductibles to the health insurance plan of \$250 single & \$500 family in 2006. The Arbitrator found that the Union's offer of 2% was below the 3% increase implemented by the comparables. The Arbitrator concluded that the County's wage proposal constituted a **reverse** quid pro quo for its proposal for deductibles, to increase the costs to employees with a wage increase that provides them only with ½%.