

**THIRD ANNUAL WISCONSIN PUBLIC SECTOR  
LABOR RELATIONS CONFERENCE**

**May 3, 2007**

**BREAKOUT SESSION I**

**AND THE WINNER IS . . .**

**PANEL MEMBERS:**

**KIM GASSER**, Godfrey & Kahn

**ANDREA HOESCHEN**, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman,

**SHERWOOD MALAMUD**, Arbitrator

**MODERATOR:** Coleen A. Burns, WERC

# **BREAKOUT SESSION I**

## **I. OPENING REMARKS**

**Moderator: Coleen Burns**

## **II. TRENDS – MARCH 2006 THROUGH FEBRUARY 2007**

**Presenter: Sherwood Malamud**

## **III. EMPLOYER AND UNION PERSPECTIVE**

**a. LEGACY BENEFITS**

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**AFFECTING ABILITY/UNWILLINGNESS TO PAY**

**Presenters: Andrea Hoeschen  
Kim Gasser**

## AND THE WINNER IS .....

### Summary of Interest Arbitration Awards 2007 WERC Public Sector Labor Relations Conference

1. Manitowoc Public School District (Custodial/Maintenance) and AFSCME Local 731, Council 40. Dec. No. 31314-A, (Engmann, 3/7/06). Final Offer Selected → Union.

At issue in this case is the second year of a two-year contract. The amount in dispute totaled \$5800. The Employer proposed a 3.25% ATB increase; the Union a 3% raise effective 1/1/05 with an additional 1% increase July 1. The Employer implemented health insurance changes, per agreement, that transformed an employee contribution cap of 5% to an employee payment of 5% of premium. The Employer proposed a change in carrier effective the last day of the agreement. This bargaining unit is a leader among external comparables. The other internal units accepted the 5% contribution to premium, as this unit did. Although the issue in dispute is the wage issue in the second year, the Arbitrator selected the Union offer, principally, because employees paid the increased premium costs of insurance 6 months before receiving the benefit of the change of plan.

2. Green Bay Area School District (Noon Hour Supervisors) and AFSCME Local 3055, Council 40. Dec. No. 31255-C, (Eich, 3/14/06). Final Offer Selected → Employer.

In the arbitration of an initial contract for an entire unit comprised of part-time employees and noon hour supervisors, Arbitrator Eich had to determine at least 12 substantive issues. However, he identified the provision of the health insurance benefit to the entire unit as the central issue in this dispute. Most of the employees work between two to three hours per day over the 177-day school year. The Employer proposes that it phase in health insurance coverage one-third of the unit each year in order of seniority for the ten months the employees work. The Union proposes the entire unit receive the health insurance benefit for the entire year and that it go into effect upon signing the agreement.

Since Manitowoc is the only external comparable in which noon hour supervisors are organized, the comparability pool and the use of non-represented units was an important issue. Eich followed Arbitrator Torosian's position on this issue, where the market is comprised of both represented and non-represented units, he relies on the market, both represented and non-represented units.

The District argues the Union's offer would cost \$389,000 more than the District's offer. The District argued strenuously that the greatest weight criterion favored the selection of its offer. District revenue increased by 3%; expenses by 5%. On many of the issues, the Union looks to the benefits achieved by the other internal units for inclusion in this initial contract. On some of these issues, such as longevity, the Arbitrator concluded that future bargaining would be a better time to address such an

issue. On others, such as job postings and hours of work, the Union proposal to follow internal patterns was favored by the Arbitrator. The cost of immediately implementing health insurance throughout the entire unit would only increase the rate at which the District dips into its reserves to cover its increasing costs in the face of levy limits. Although the greatest weight criterion was an important factor in the determination of this dispute, it was not the only one considered. Internal comparability supported the Union's position. The Arbitrator selected the District's final offer.

3. City of Wauwatosa (DPW Unit) and Local 305 affiliated with Milwaukee District Council 48, AFSCME, AFL-CIO. Dec. No. 31447-A, (Krinsky, 4/6/06). Final Offer Selected → Employer.

Arbitrator Krinsky concluded that the greatest weight criterion supported the City's position, inasmuch as the Employer is under revenue limits that prevent it from raising taxes by more than 2%. Wauwatosa is an established community without substantial growth. The Employer proposes deductibles and co-pay features for participants in its HMO plan consistent with the features in its PPO plan. The HMO plan is not referenced in the parties' collective bargaining agreement. The internal comparables do not support the City's proposal; however the City offered the same package to its clerical unit. The clerical unit settled on the basis of a "me too" clause. The Arbitrator identifies the health insurance issue as the central issue. It outweighs all other issues put together. The Arbitrator selects the City's proposal. He concluded that the introduction of cost sharing for the HMO plan was fair. He found the Union argument that the Employer's proposal would cause employees to shift from one plan to another to be speculative. The introduction of these features provides large cost savings. The Employer's proposal introduces the HMO plan into the collective bargaining agreement. The Arbitrator concluded that the Employer's *quid pro quo* offer of increasing the Public Works allotment by \$50 in the second year of a two year contract was adequate.

4. Village of DeForest Dane County Wisconsin (Municipal Employees) and AFSCME Local 60, AFL-CIO. Dec. No. 31444-A, (Grenig, 4/10/06). Final Offer Selected → Employer.

Health insurance is the central issue in this case for a contract for calendar years 2005 and 2006. Both the Union and the Employer propose wage increases of 3.0% and 3.25% respectively. The Employer proposed health insurance changes: a \$40.00 co-pay for emergency room visits and a \$15.00 co-pay for doctor visits effective in 2005, and in 2006, the co-pays increased. The Employer proposed additional co-pays for prescription drugs. As a *quid pro quo*, the Village offered an increase in the sick leave payout for early retirees from 6 to 8 hours per accrued day. The Arbitrator selected the Village offer. He concluded that the *quid pro quo* of a slightly higher wage offer, particularly in the 2nd year of the agreement was not attributable to a need for catch-up, and a \$250 payment on the last day of the agreement were adequate to offset the Employer's proposal that employees contribute 2.5% towards premium and for the increase in co-pays and deductibles.

5. City of Chilton (Police Department) and AFSCME Council 40. Dec. No. 31470-A, (Bielarczyk, 4/20/06). Final Offer Selected → Employer.

The issues that separate these parties in this interest arbitration are clothing allowance and health insurance for a three-year contract, 2005, 2006 and 2007. The parties bargained to agreement on a 3% employee contribution toward health insurance premiums and on wage increases of 3% in 2005, and 3.5% in 2006 and in 2007. Under the City offer, it would increase deductibles to \$200 for single and \$400 for family in 2006. The Union proposes that increase take effect the last year of the contract in 2007. The City proposes the establishment of an insurance committee comprised of all units, including the non-represented employees. In his award, Arbitrator Bielarczyk notes the importance of the interest and welfare of the public, particularly in a law enforcement unit, where it is important for the employer to retain competent employees and be competitive in the wages and benefits it offers to retain and recruit competent employees.

Regarding the other health insurance issue, drug co-pays, the Union resists the inclusion of drug co-pays. The City proposes that they go in effect in the last year of the contract in 2007 at \$0 co-pay for generics, \$10 for formulary, and \$25 for non-formulary prescriptions. External comparables have drug co-pays at 5/15 and 30 or 35.

The Union defended its final offer on the grounds that in this bargain, it made a number of concessions on health insurance, particularly in its agreement to increase the percentage of contribution towards premium to one of the highest levels among the comparables. The Arbitrator agreed with the City that the half a percent higher than the average wage in the last two years of the agreement, a stipulated issue, served as an adequate *quid pro quo* for the health insurance changes the City proposed. The Arbitrator selected the City's final offer.

6. City of Chilton (DPW) and AFSCME Council 40. Dec. No. 31465-A, (Bielarczyk, 4/20/06). Final Offer Selected → Employer.

The City and Union carry into this arbitration some of the very issues that separated them in the police unit, namely health insurance, the increase in deductible to \$200 for single and \$400 for family in 2006 under the City's offer, and in 2007 under the Union's offer. The City's demand for drug co-pays effective January 1, 2007, and the Union's resistance to the introduction of co-pays into the health insurance plan is an issue in this unit, as well. None of the external comparable communities retain a cap on the employee contribution toward premiums. On wages, the Union proposes a 55¢ per hour ATB increase in 2005; a 66¢ per hour increase in 2006; and a 68¢ increase in 2007. The City proposes that wages increase by 3% in 2005, 3.5% in each year 2006 and 2007.

A central issue in this case is the City proposal to eliminate the summer work hours schedule.



The Arbitrator found that the greatest weight and greater weight criteria did not differentiate between the offers of the parties in light of the fact that only \$4,000 separated the parties' offers over the three-year term of an agreement. None of the comparables have a summer work schedule in their agreements. The elimination of seasonal employees has produced a reduced workforce in the summer months. The Arbitrator concluded that the City established a need for the change. The Arbitrator selects the City's offer with its higher wage increase than under the Union offer which the Arbitrator finds as an adequate *quid pro quo* for the health insurance and elimination of summer schedule proposals of the City.

7. Calumet County (Deputy Sheriffs) and WPPA. Dec. No. 31487-A, (Dichter, 4/24/06). Final Offer Selected → Employer.

This is a unit comprised of 18 sworn and 24 non-sworn officers. In this regard, it is an unusual unit. The difference in cost of the parties' offers over the three years of the agreement totals \$15,000. The County proposes a 2% and an additional 1% effective January and July respectively in 2004; a 3% increase effective January 2005 and an additional 2% and 1% in January and July respectively in 2006. The County includes a 15¢ bump effective January 1, 2006, as well. The Association proposes increases of 3% in each of the three years, and the 15¢.

The bargaining unit, on two occasions, rejected the tentative agreement, which was the framework of the County's final offer. The Arbitrator observed that this fact demonstrates, at most, that the tentative agreement was reasonable.

The County proposes that employees pick up an additional 5% of premium for health insurance. The Employer would pay 90% and the employee 10% of premium costs effective January 2006. The employee contribution will be reduced from 10% to 7.5% upon completion of a risk assessment by the employee and eligible spouse if and when completed by November of the preceding year. As part of its *quid pro quo* for the health insurance change, the County proposes to increase floating holidays from two to three. The Association would retain the *status quo*. The Arbitrator accepts the County's argument that the *quid pro quo* inherent in the Employer's offer that it offered to all of its other units is found in this offer, as well. Internal comparability and the pattern of settlement supports the Employer offer. The Union argued unsuccessfully that only its wage offer constituted a sufficient *quid pro quo* to offset the Employer's health insurance changes. The other four bargaining units accepted the County's health insurance proposal. The Arbitrator selects the County's final offer.

8. Buffalo County (Human Services Clerical) and AFSCME Local 1625-A, AFL-CIO. Dec. No. 31484-A, (Hempe, 5/16/06). Final Offer Selected → Employer.

This eleven employee unit is one of four AFSCME units in Buffalo County. The other units are under contracts in effect. The Union accuses the County of trying to have the tail wag the dog. The parties agreed on wages of 3% in 2005 and 2.75% increase in 2006. The central issue in dispute is over health insurance. Under the *status quo*, the Employer pays 100% of the premium for single coverage. The County

proposes to have the employee pay 15% for single coverage. The Employer proposes that the deductible increase from \$100/\$200 to \$250 for single, \$500 for family, effective after the issuance of the award in this matter.

The Employer offers no *quid pro quo* for its health insurance proposals. Arbitrator Hempe, after a careful review of the opinions on the need of a *quid pro quo* in the face of increasing health insurance premiums, determined that the absence of a *quid pro quo* did not negatively impact the County's offer. The Arbitrator found that the greatest weight factor, the limit on the ability of the County to increase its property tax levy, supports the County's offer. The Arbitrator found that the County's health insurance proposals were in keeping with the trends established by the external comparables. The Arbitrator gave substantial weight to the rate of premium increase in Buffalo County over the past 11 years, 176% for single coverage and 144% for family coverage. The health insurance reserve which is three quarters of a million dollars less than the recommended level impacted his decision to accept the County's final offer.

9. The Town of White River (DPW) and IBEW. Dec. No. 31534-A, (Roberts, 5/24/06). Final Offer Selected → Union.

This case involves one employee and the level of exposure the Town should have for the employee's uncovered medical expenses under his wife's health insurance. The Town offers to pay the employee's share of the premium toward his wife's insurance which amounts to \$3,108.30.

The parties agree on the wage increase of 2% in both years of the proposed agreement for 2005 and 2006. Under the prior contract, the Town contributed \$8,700 towards health insurance. Comparable town employers, whether represented or not, pay twice what the Union proposes that the Town contribute towards health insurance costs. The Town offered no reason for the extensive diminution in contribution to the insurance benefit, nor did it offer a *quid pro quo* for its proposal. The Arbitrator adopts the Union's final offer in this matter as the more reasonable.

10. City of Cudahy (Police) and City of Cudahy Professional Police Association, Local 235. Dec. No. 31376-A, (Greco, 6/5/06). Final Offer Selected → Union.

The City proposed requiring new hires to pay 5% of the health insurance premiums for the lowest cost State Plan during their employment and retirement; and lengthening the wage schedule for new hires by two years. The result was that new hires would pay more for insurance and have to wait longer to reach the top wage step than existing employees. The Arbitrator found that the City's proposal on health insurance was supported by the external comparables; was a very reasonable means for curtailing some of the City's ever-rising health care costs for retirees; and it represented a reasonable way to help deal with the City's growing financial difficulties. However the lengthening of the wage schedule was not accompanied by a *quid pro quo* and could result in each new hire losing tens of thousands of dollars in wages. The Arbitrator found that the immediate health insurance savings to the City were outweighed by the loss in pay and therefore selected the Association's final offer.

11. Rusk County (Courthouse/Human Services) and AFSCME Local 2003. Dec. No. 31522-A, (Krinsky, 6/9/06). Final Offer Selected → Employer.

The parties submitted final offers with identical wage lifts of 6% over two years. The Union proposed maintaining the *status quo* with respect to health insurance. The County proposed to: (1) Eliminate the in vitro fertilization benefit; (2) Eliminate the 80/20 co-pay for prescription drugs and substitute a drug card at \$10 generic/\$20 formulary brand name /\$20 nonformulary brand name; and (3) Eliminate out of pocket costs for preventative care services, immunizations, mammograms and pap smears, vision exams, hearing exams and diagnostic radiology and lab services. There was no internal consistency to support the County's offer, but no support for the Union's offer among internal or external comparables. The Arbitrator concluded that the enhancements to the health plan were a sufficient *quid pro quo* for the elimination of the *in vitro* benefit, the external comparables supported the elimination of the *in vitro* benefit, and the County's reasons for eliminating it, were more persuasive than the Union's arguments for retaining the benefit. Another factor in the County's favor was that the effect of its offer would be a reduction of about 1% in the health insurance premium. The Arbitrator selected the County's final offer.

12. River Valley School District (Educational Support Team) and WEAC. Dec. No. 31539-A, (Bielarczyk, 6/12/06). Final Offer Selected → Employer.

There were several issues, and external comparables were determinative in the Arbitrator's decision to select the Union's offer. The Arbitrator rejected the District's inability to pay argument. The Arbitrator stated that the interest and welfare of the public is met when the District can maintain a competitive position and treat its employees fairly. While the District did present evidence concerning the levy limit, declining student enrollment and budget shortfalls, the Arbitrator found no evidence that the District did not have the financial resources to meet either offer. "Declining enrollments and the levy limit are requiring the District to further reduce staff. While selection of the Union final offer may hasten the reduction of staff, under either offer the continuing decline of student enrollment does not lead to a conclusion that employees in the bargaining unit should receive lesser pay and/or benefits than their counterparts amongst the comparables."

13. City of Marshfield (Police) and WPPA. Dec. No. 31559-A, (Greco, 7/24/06). Final Offer Selected → Union.

The City proposed to change co-insurance for new hires so that each single participant would pay 10% of the next \$5,000 of medical expenses once the deductible was met and each employee with family coverage would pay 10% of the next \$15,000 of medical expenses once the deductible was met, with increased out-of-pocket medical maximums of \$750 per person and \$2,250 per family, increased co-pays for prescription drugs, increased annual maximum out-of-pocket drug costs; the elimination of the lifetime maximum on medical benefits; and tighter rules for dependent coverage. Although external comparables supported many aspects of the plan, the City's proposal for increased maximum out-of-pocket expenses and drug co-pays were much higher



than the external comparables, and the employees were the only ones among the comparables who paid 15% of the cost of their health care premiums. The Arbitrator concluded that the City's Final Offer required new hires to pay too much for medical and drug benefits in comparison to employees among the comparables. The Arbitrator gave little consideration to the private sector comparables the City offered, and rejected the City's argument that *quid pro quo* analysis does not apply to offers involving only new hires. The Arbitrator wrote, "I disagree. The *status quo* relates to all of the wages, hours and conditions of employment for all bargaining unit employees including newly hired employees, because the parties here have expressly bargained over what newly hired employees should earn in wages when they begin their employment, along with each and every one of the benefits they will receive and how much, if anything, they will contribute towards the costs of those benefits." The arbitrator selected the Association's offer.

14. Brown County (Corrections) and Teamsters Local 75. Dec. No. 31565-A, (McAlpin, 7/29/06). Final Offer Selected → Employer.

The County proposed increasing wages by 1.9% the first year, 2.8% the second year, and increasing health insurance premium contributions from 5% to 7.5%. The Union's offer included the addition of an optional dental plan, an additional lift of 3% at the end of the contract period, and maintaining the 5% premium share. The internal comparables were slightly in the Employer's favor. The Arbitrator noted that the County's health care costs were unusually high. The Arbitrator concluded that a *quid pro quo* was not necessary to increase employee premium contributions, but that additional cost to the employee could be considered when evaluating the employer's wage offer. The County's offer would result in wages being significantly lower than in the external comparables. The unit's protective pension offset the wage disparity somewhat. The fatal flaw in the Union's proposal was the additional dental plan, the 3% lift at the end of the contract wage increase and, to a much lesser extent, changes proposed in the wage schedule. The Arbitrator selected the County's offer.

15. Iowa County (Highway) and AFSCME Local 1266, AFL-CIO. Dec. No. 31540-A, (Honeyman, 8/1/06). Final Offer Selected → Employer.

The issues were health insurance and wages. The Arbitrator found both parties' offers to be reasonable, but internal comparability for the first year of the contract tipped the balance in the County's favor, even though external comparables favored the Union's offer. The Arbitrator selected the County's offer.

16. Dane County (Professionals) and AFSCME, AFL-CIO. Dec. No. 31578-A, (Greco, 8/12/06). Final Offer Selected → Union.

The issues were call-outs and overtime. The Arbitrator found that the Union did not have to offer a *quid pro quo* for its changes in call-out and overtime procedure because it was an initial agreement. He nonetheless found that the Union demonstrated a need for the changes because current overtime and call-out procedures were inconsistent, unpredictable and unfair. The Arbitrator rejected the County's

argument that firm call-out and overtime procedures were unnecessary or unworkable because it was a professional bargaining unit. The Union's offer was supported by internal comparables. The Arbitrator selected the Union's offer.

17. Wood County (Courthouse) and Wood County Courthouse, Social Services, and Unified Services Employees Union Local 2486, AFSCME. Dec. No. 31306-B, (Yaeger, 8/27/06). Final Offer Selected → Union.

This dispute focused on the unresolved issue of select wage rate adjustments for the County's Social Workers and Conservation Program Coordinator. Because the arbitration was carved out from the arbitrator's previous Consent Award involving the two parties, he did not establish a precedent setting comparable pool. His analysis of the Union's proposed classification wage adjustments was not done so with the intent of establishing a precedent as to the appropriate comparable pool for use in future arbitration cases involving the bargaining unit. That question was left for another proceeding. The County argued that the wage rate adjustments would place additional restrictions on an already strained budget. The Arbitrator noted that the additional increases for the Social Workers represented only .0007% of the County's 2004 budget. He concluded that the degree of strain/distress was not measurable, and the cost of the proposed adjustments was so insignificant vis-à-vis the County's total budget and financial pictures as to render the argument unpersuasive.

18. Oconto County (Courthouse) and AFSCME Local 778-A. Dec. No. 31350-A, (Engmann, 9/7/06). Final Offer Selected → Union.

The employer sought to eliminate a longevity plan without offering a *quid pro quo*. The Arbitrator rejected the argument that levy limits weighed in favor of the County's plan because there was no showing that acceptance of the Union's offer would significantly affect the County's ability to comply with the state mandated revenue caps, nor was there any evidence that an immediate reduction in longevity benefits was required by current economic conditions. Although the external comparables supported the Employer's offer, the Arbitrator selected the Union's offer, stating, "This arbitrator does not believe that a bargained benefit which has been in existence for many years should be ended through arbitration unless there is an immediate need to do so and there is an offer of an appropriate *quid pro quo*. That is not the case here."

19. Oconto County (Professionals) and AFSCME Local 778-D. Dec. No. 31351-A, (Engmann, 9/7/06). Final Offer Selected → Union.

The Employer sought to eliminate a longevity plan without offering a *quid pro quo*. The Arbitrator rejected the argument that levy limits weighed in favor of the County's plan because there was no showing that acceptance of the Union's offer would significantly affect the County's ability to comply with the state mandated revenue caps, nor was there any evidence that an immediate reduction in longevity benefits was required by current economic conditions. Although the external comparables supported the Employer's offer, the Arbitrator selected the Union's offer, stating, "This arbitrator does not believe that a bargained benefit which has been in existence for many years

should be ended through arbitration unless there is an immediate need to do so and there is an offer of an appropriate *quid pro quo*. That is not the case here."

20. Oconto County (Highway) and AFSCME Local 778. Dec. No. 31352-A, (Engmann, 9/7/06). Final Offer Selected → Union.

The Employer sought to eliminate a longevity plan without offering a *quid pro quo*. The Arbitrator rejected the argument that levy limits weighed in favor of the County's plan because there was no showing that acceptance of the Union's offer would significantly affect the County's ability to comply with the state mandated revenue caps, nor was there any evidence that an immediate reduction in longevity benefits was required by current economic conditions. Although the external comparables supported the Employer's offer, the arbitrator selected the Union's offer, stating, "This arbitrator does not believe that a bargained benefit which has been in existence for many years should be ended through arbitration unless there is an immediate need to do so and there is an offer of an appropriate *quid pro quo*. That is not the case here."

21. City of Wauwatosa (City Clerical) and OPEIU Local 35, AFL-CIO. Dec. No. 31613-A, (Greco, 9/11/06). Final Offer Selected → Union.

The main issue was whether bumping should be allowed for employees who have their hours reduced. As it existed, full-time employees who had their hours reduced to below 40 hours a week could not bump into any other positions, and they lost their health insurance when they were laid off. The Union proposed extending the contractual layoff language to these employees and allowing them to bump, if qualified, into vacant or other positions held by less senior employees. The City proposed no change. The internal and external comparables supported the City's Final Offer, but the Union established a compelling need for its bumping proposal. There was a dispute over whether other concessions the Union made in bargaining were intended to be a *quid pro quo*, but the Arbitrator found that the concessions were the sort that could be a *quid pro quo*, so he selected the Union's final offer.

22. Sawyer County (Non-Professional Human Resource) and AFSCME Local 1213-A. Dec. No. 31519-A, (Torosian, 9/20/06). Final Offer Selected → Employer.

The only issue was wages. External comparables favored the Union's offer and internal comparables favored the County's offer. The Arbitrator decided that internal comparables were controlling and selected the County's offer.

23. City of Wausau (DPW) and AFSCME, AFL-CIO. Dec. No. 31532-A (Rcv'd by WERC 2/15/07), (Vernon, 10/10/06). Final Offer Selected → Employer.

The City proposed that, effective July 1, 2006, all employees contribute 9% toward the monthly health insurance premium cost. The Union proposed to maintain the *status quo* 8% contribution. The City proposed a general wage increase of 2% on 1/1/05; 2% on 1/1/06 and 1% on 7/1/06, with an additional \$.06 to be added to the hourly rate of Equipment Operator III on 12/31/04. The Union proposed general wage



increases of 3% wage on 1/1/05 and on 1/1/06. Each party sought to modify the definition of relative for the purposes of funeral leave and to add a catastrophic sick leave account. The City, unlike the Union, proposed to modify existing call-in pay and uniform allowance provisions. Finding that the variances among internal settlements were reasonably related to the natural diversity of those units and not fundamentally significant, the Arbitrator concluded that there was an internal pattern of settlement on wages and health insurance premium contribution that favored the City's offer. The Union argued wage erosion vis-à-vis external comparables; but in doing so, relied upon a new set of external comparables. While recognizing that traditional comparables may not be perfect, the Arbitrator was not sympathetic to the Union's attempt to make a case of wage erosion and catch-up based upon relative relationships over which the parties had never considered or used as guidance in bargaining or arbitration. The Arbitrator concluded that, for the Union to depart from this internal settlement pattern on the basis of wage erosion and catch-up, it must justify such departure on the basis of the traditional external comparable group. Considering the traditional external comparable group, the Arbitrator found support for the Union's wage proposal in 2005, but not in 2006. The Arbitrator found the City's wage offer to result in some slippage in 2005, but that by the end of 2006, wage rates in every benchmark, save one, would be above average; with that one equaling the average for that position. The Arbitrator concluded that adherence to the internal settlement pattern did not result any unreasonable disadvantage relative to external comparables. The Arbitrator selected the City's final offer.

24. Sawyer County (Courthouse) and AFSCME Local 1213. Dec. No. 31520-B, (Krinsky, 10/23/06). Final Offer Selected → Employer.

Arbitrator Krinsky contemplated the Employer and Union final offers in this wages only dispute for a 2005-2006 contract term. Two of the five County units had voluntarily accepted the wage rate increases set forth in the County's final offer. A third unit agreed to the same terms, but with an accompanying "me too" clause such that if any of the other units received a larger wage increase, it, too, would receive the larger increase. The remaining two units were in arbitration. In supporting the County's internal consistency argument, Arbitrator Krinsky reflected on the "me too" unit, noting that such an agreement "does not suggest that the terms were not reasonable, and in fact they would be completely acceptable if no one else received more." Arbitrator Krinsky concluded that the argument for internal consistency of wage increases among the bargaining units was more persuasive than external comparisons.

25. City of South Milwaukee (Firefighters) and Local 1633, I.A.F.F. Dec. No. 31675-A, (Oestreicher, 10/23/06). Final Offer Selected → Union.

In a dispute complicated because of the City's significant budget woes, Arbitrator Oestreicher shifted his focus from the interests and welfare of the public/financial ability criteria to the traditional external comparable employer's criterion. The primary issues separating the parties included the level of wage rate increases, coupled with health insurance premium contributions for active and disabled employees, as well as retirees. The City argued that it had to eliminate numerous positions, had to deal with the impact



of the Expenditure Restraint Program, had an unfunded retiree health insurance liability for the firefighter union of between \$1.3 million and \$2.2 million and has had to borrow \$2.85 million to pay off its obligations for under funding the Wisconsin Retirement System. Arbitrator Oestreicher opined, however, that "as far as this bargaining unit is concerned, it is not in the interest of the public to have its Fire Department decimated by resignations because of an admittedly substandard contract offer." The City's final offer which would limit its contribution for increased health insurance costs to 2% during each year, was also deemed to be problematic because of the lack of an appropriate *quid pro quo*. Arbitrator Oestreicher felt that the reassignment of the primary responsibility to pay for the health insurance increases to the employees requires a significant *quid pro quo*.

26. City of Beaver Dam and Beaver Dam City Employees Union, AFSCME Local 157. Dec. No. 31687-A, (Engmann, 11/8/06). Final Offer Selected → Union.

In large measure, this dispute centered on the City's argument that it simply could not afford the Union's wage offer. The City was allowed to raise its 2005 levy by 3.17%, which translated into \$188,000 for the 2006 budget. Furthermore, the City's 2005 budget did not include wage increases for any employees, the City suffered a \$194,000 loss and its health insurance costs were significantly over budget. The Arbitrator considered the City's arguments under the greatest weight criterion. He noted that "levy limits do not mean that an employer can unilaterally determine the amount it wishes to pay its employees and the way it wishes to do so." He further noted that an "employer carries a burden if it chooses to use this factor in support of its final offer, a burden met by showing that the employer has been fiscally responsible, that its offer is a reasonable response to its financial situation and its fiscal limitations, and that said offer meets, as best it can, the concerns and issues raised by the bargaining unit. The City also argued that, in the age of levy limits, public sector comparables are no longer relevant. Arbitrator Engmann noted that he assumed that "the levy limits were meant to be compatible with MERA, not only in terms of the factor given greatest weight but all of the factors to be considered, including external comparables". And, when the City contended that none of the Union's external comparables were appropriate for consideration, Arbitrator Engmann reflected on the essence of comparables – "they are different in specifics but since they are similar in location, size, wealth and other factors, a review of how they settle with their represented employees give an arbitrator guidance on what a reasonable settlement should look like."

27. Village of West Milwaukee (Police) and Wisconsin Professional Police Association, Law Enforcement Employees Relations Division. Dec. No. 31648-A, (Roberts, 11/14/06). Final Offer Selected → Union.

This dispute focused on the Village's desire to alter the health insurance premium contribution thresholds. Prior to the arbitration with its police unit, the Village was successful in voluntarily resolving the issue with its DPW unit. A second unit, the Clerks/Dispatchers, was also arbitrating the issue. The Village had implemented the health insurance change with the non-represented employees as well. Arbitrator Roberts contended, however, that a clear internal settlement pattern had not been

developed. Of the three bargaining units, only one had settled. He disagreed with the City's contention that the Police unit was a holdout unit. Rather, the Village's proposed change, even though consistent with one of the internal units, did not parallel the external comparables and was not accompanied with a *quid pro quo*.

28. Oshkosh School District (Food Service) and the Non-Teaching Education Association. Dec. No. 31626-A, (Vernon, 11/16/06). Final Offer Selected → Union.

The parties differed in the development of their new contract as to the appropriate level of the flat dollar increase for the District's paid health insurance. The District believed that the dollar amount negotiated in the previous contract was a "cap." Arbitrator Vernon opined, however, that the old flat dollar amount was for the contract term and is subject to negotiations in the next round of bargaining. The Union proposed a lower wage increase to buy a higher health contribution. The District's offer was the exact opposite. But, while the District's offer was closer to the internal package settlements, addressed the health insurance problem and put the parties in the right direction, Arbitrator Vernon believed it did so in the wrong way. It was wrong, in this case, to address the health insurance issue by solely shifting premium costs to employees. These employees were the low wage earners in the District and can afford the cost shift the least of all. Arbitrator Vernon believed that the District's shift of \$183 more a month was too large of a portion of the employee's gross pay. The Employer's position on the issue simply hurt.

29. Oneida County (Highway Department) and AFSCME Local 79. Dec. No. 31582-A, (Roberts, 11/24/06). Final Offer Selected → Employer.

The single issue in this dispute centered on the Union's proposed additional catch-up increase for the bargaining unit's Equipment Operator I classification. Arbitrator Roberts noted that, in order to prevail with a catch-up wage adjustment for a given job classification, the proponent should demonstrate that the job classification is unfairly lagging behind the similar positions among the comparables. The Union asserted that the catch-up increase was necessary to bring the position closer to the comparable average. After assessment of the comparable wage data, Arbitrator Roberts concluded that there was not an unjustified disparity between the job classification at issue and other comparable positions.

30. Brown County (Courthouse Employees) and Teamsters Local 75. Dec. No. 31463-A, (Vernon, 12/1/06). Final Offer Selected → Employer.

In a case focusing on health insurance costs and wage rate increases, Arbitrator Vernon wrestled with the *status quo* (5% employee contribution) contract change that was proposed under the County's final offer (7.5% employee contribution). Arbitrator Vernon was convinced that the County had a compelling need for a change – the Employer's share of the premium was too low on a percentage basis and the total premium was too high. In this case, Arbitrator Vernon determined that an increase in the Employer premium share was not unreasonable.

31. City of Superior (Firefighters) and IAFF Local 74. Dec. No. 31705-A, (Grenig, 12/10/06). Final Offer Selected → Employer.

Arbitrator Grenig selected the City's final offer in a dispute focusing on wage parity, a light duty benefit, health insurance and the appropriate contract duration. Focusing on the light duty issue, Arbitrator Grenig reflected on the fact that the bargaining unit received a benefit unmatched by none of the other comparables. Under the current structure, firefighters on light duty are not providing services in return for full compensation for approximately two-thirds of their hours. Arbitrator Grenig believed that the Employer's proposal to assign work to those on light duty was consistent with the principal that an employee on light duty and receiving full compensation should perform work that has some benefit to the Employer.

32. City of Onalaska (City Employees) and SEIU Local 150. Dec. No. 31736-A, (Imes, 12/16/06). Final Offer Selected → Union.

The sole issue in this case is disciplinary language. The City sought to eliminate existing contract provisions that: (1) specified the length of time that the City may keep written reprimands and/or memos of reprimands for disciplinary actions less than an suspension; (2) specified when other disciplinary actions would cease to have any force and effect; and (3) expressed the parties' intent that disciplinary materials removed from the file shall not be used in future disciplinary action. The Union proposed the *status quo*. The Arbitrator stated that the City had failed to meet any of the following prerequisites: that the existing language creates a significant and unanticipated problem; that the City's proposed elimination of the language will solve the problem; and that the City has proposed an appropriate *quid pro quo*. The Arbitrator found the City to be primarily arguing that the Union should not be permitted to retain the language because it provides the Union with a benefit not granted to employees in other bargaining units. The Arbitrator noted that such an argument could be persuasive if the Union were proposing new language; but not where, as here, the language exists as a result of a bargain previously struck by the parties. The City's argument for internal consistency was also rejected on the basis that the other City units' disciplinary actions are governed by state statutes. The Arbitrator did not find the existing language to be out of line vis-à-vis external comparables. The Arbitrator selected the Union's proposal.

33. City of Marshfield (Electric and Water Utility) and General Teamsters Union Local 662. Dec. No. 31120-A, (Tyson, 12/16/06) . Final Offer Selected → Employer.

The Employer proposed to raise wages 2.5% in 2004 and 2.5% in 2005. The Union proposed to raise wages 2% in January of each year and 2% in July of each of these two years. The parties disputed comparables. The Arbitrator found the most comparable employers to be Kaukauna, Menasha and Wisconsin Rapids utilities. Although Stevens Point and Wausau are not employers of water and sewer employees, they were considered to be employers of other employees generally in public employment in comparable communities. The Arbitrator concluded that the Union's offer was generally supported by comparable utilities and that the City's offer was generally supported by comparing general public employee wages and settlements,



particularly in the same community and the CPI. The Arbitrator selected the City's proposal.

34. Door County (Highway) and AFSCME Local 1648. Dec. No. 31693-A.

Door County (Courthouse ) and AFSCME Local 1648. Dec. No. 31694-A.

Door County (Social Services Employees) and AFSCME Local 1648. Dec. No. 31692-A.

Door County (Emergency Services Employees) and AFSCME Local 1658. Dec. No. 31691-A.

(Greco, 12/20/06). Final Offers Selected → Union.

This Voluntary Impasse Procedure involves four bargaining units with one common issue in dispute, i.e., health insurance.<sup>1</sup> Two of the four bargaining units had additional issues that were decided separately. Four of the five county units were involved in this proceeding and the remaining had agreed to abide with the Arbitrator's decision on health insurance. The Union proposed to maintain the *status quo* on medical deductibles, physician's office visit co-pays, and prescription out-of-pocket drug card caps. The County proposed increases in each of these three areas. The Arbitrator found that the Stipulations of the Parties favored the Union in that the Union had agreed to substantial concessions. The Arbitrator stated that this is not a case of the Union turning a blind eye to an employer's ever-increasing health insurance costs, but rather, that the dispute centered on the issue of how much more can the County reasonably ask of its employees in helping to hold down its health care costs. The Arbitrator found that it was rational to have higher costs for out-of-network office visits, as the County proposed. The Arbitrator found that the County's proposals for higher medical deductibles and higher drug caps were not unreasonable, per se, and were supported by some external comparables. After noting that the County's employees paid higher monthly premiums than any other external comparable; that the County's proposal would result in a third tier drug charge that was higher than any comparable and a second tier drug charge that was matched by only one comparable; and that the Union had made very substantial concessions in the area of health insurance, the Arbitrator concluded that the County had not offered a sufficient *quid pro quo*. The Arbitrator selected the Union's health insurance proposal. The Highway Unit had additional disputes involving employees who lose CDL's; "Haz Mat" certification; and the method of selecting from the grievance arbitration panel. In the absence of clear and overwhelming support among the comparables, the Arbitrator concluded that the Union's CDL proposal was unfair in that it required the County to hold open an unlimited number of positions for up to a year when the County needs a full complement of employees and when it may be hard to hire temporary replacements to fill in for employees until their CDL's are restored. The Arbitrator concluded that, given the County's need to comply with federal law, the Union's "Haz Mat" proposal stating that

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<sup>1</sup> Additional issues in Highway and Courthouse cases.



such endorsements may be required of positions "routinely required" to perform "Haz Mat" duties was unreasonably restrictive. The Arbitrator found that the County had not provided sufficient justification for its proposal to change the method of selecting arbitrators. Concluding that the CDL and "Haz Mat" proposals were more important, the Arbitrator selected the County's final offer in the Highway Unit. The Courthouse Unit's additional issues were a Union proposal to incorporate into the contract a lapsed MOU providing some job security for certain employees terminated by judges and elected officials and a County proposal to curtail unlimited recall rights. The Arbitrator concluded that the County had failed to meet its burden to prove the need for a change in either the recall provision or the MOU and selected the Union's final offer in the Courthouse Unit.

35. Racine County (DPW) and Teamsters Local 43. Dec. No. 31681v, (Greco, 1/12/07). Final Offer Selected → Employer.

In this Voluntary Impasse Procedure, the Union proposed to maintain the employee 10% contribution toward the monthly health insurance premium; to eliminate eligibility for health insurance for employees who retire with less than 10 years of service; and to increase wages by 2% in each of the two contract years. (2005 and 2006). The County proposed to increase the employee contribution toward the monthly health insurance premium to 15% in the second year of the contract; to immediately eliminate eligibility for health insurance for employees who retire with less than ten years of service and, in 2015, eliminate eligibility for health insurance for employees who retire with between 10 and 15 years of service; and to increase wages by 2% on 1/01/05; 1% on 1/01/06 and 1% on 7/01/06. Stating a reluctance to disturb prior determinations regarding appropriate comparables because of the need for stability and predictability, the Arbitrator concluded that, since the prior arbitrator did not consider whether or not Walworth and Eau Claire counties were appropriate external comparables, it was appropriate for this Arbitrator to do so as a case of first impression. The Arbitrator determined that five out of the six internal comparables agreed to contracts that matched or were similar to the County's final offer. The Arbitrator further determined that the County's wage increase was less than that agreed to by external comparables; that no external comparable required more than a 10% employee monthly premium contribution; that the County employees paid the highest monthly premium among external comparables; that several external comparables obtained health insurance concessions only after offering a *quid pro quo*; and that all of the external comparables supported the County's retirement insurance proposal. The Arbitrator concluded that the County had proven a need to cut off County paid health insurance for retirees with less than 15 years of service because it could no longer continue to pay for such a lucrative and expensive benefit and that it had reasonably addressed the problem by making it effective in 2015. Recognizing that the County did not offer a *quid pro quo*, the Arbitrator concluded that a *quid pro quo* is not always necessary when there are extraordinary circumstances showing that there is a compelling need for a change and when the size of the change makes it impractical to offer a sufficient *quid pro quo*. The Arbitrator favored the Union's wage offer on the basis of CPI and external comparables and the County's health insurance contribution proposal on the basis of

internal comparables. Concluding that the retiree health insurance proposal was most significant, the Arbitrator selected the County's final offer.

36. City of Rice Lake (Highway) and IUOE Local 139. Dec. No. 31757-A, (Schiavoni, 1/20/07). Final Offer Selected → Employer.

The City offered 1.5% ACB effective January 1st of each contract year (2006 and 2007). The Union offered flat cents-per-hour increases, equaling 3% in each of the two contract years. An additional issue involved language governing breaks during winter work weeks. The Arbitrator concluded that the City had not made a compelling case for adopting a comparable group that is other than that which had been established in prior arbitrations. Under a prior practice, employees who were called out early to plow snow were permitted to take a paid morning break in addition to the one provided by the existing contract language. Employees who, presumably, were too busy plowing snow to take this extra break filed a grievance seeking compensation. The City proposed to enforce the existing contract language; which permitted one morning break, with the timing determined by the City. The Union proposed to codify the practice by granting the additional break and also to set the time when each break would be taken. The Arbitrator found that the Union's break proposal impacted economically and upon managerial discretion. The Arbitrator concluded that a proposal of this type, which was not limited to codifying an existing practice, should not be granted by an Arbitrator without a demonstration of necessity and a *quid pro quo*. Given the absence of a *quid pro quo*, the Arbitrator concluded that the City's break proposal was preferable. The Arbitrator found that the City had made a persuasive case that it was experiencing significant budgetary pressures for 2006 and 2007; that the City had shown that it had taken measures, other than failing to provide the average percentage wage increase offered by comparable cities, to address its financial difficulties; and that the City had shown that it expects both represented and unrepresented employees to share the pain resulting from the City's economic problems. The Arbitrator found that the City had made the same wage offer to all of its employees, represented and unrepresented, but that only one represented unit had accepted this wage. The Arbitrator concluded that there were no internal comparables on wages, but that the health and longevity benefits were as good as or better than external comparables. The Arbitrator found that, under the City's offer, the end wage rates for the majority of bargaining unit employees would remain comparable to external comparables through at least 2006 (with insufficient data regarding 2007 wages). The City's offer was selected.

37. City of Rice Lake (Police) and Rice Lake Professional Police Association. Dec. No. 31750-A, (Baron, 1/24/07). Final Offer Selected → Employer.

The City offered 1.5% ACB and the Association offered 3% ACB in each of the two contract years (2006 and 2007). The City also proposed to add a disability insurance provision and personal/sick leave buy-down provision. The parties disputed external comparables. While generally agreeing that arbitral predictability is undermined if arbitrators disregard long-standing reliance on comparables, the Arbitrator recognized that a deviation from the comparables utilized in the past may be justified by a demonstration of a "compelling reason" for such deviation. The Arbitrator

concluded that substantial changes in the demographics and economic status of the previously relied upon comparables supported the City's proposed set of new comparables, but found that the record did not provide the data required to make external comparisons. The Arbitrator concluded that, on the basis of settlements to date, internal comparability favored the City's offer. In response to the Association's argument that there was no need for the City's proposed language changes, the Arbitrator stated: 1) The present contract language does give rise to conditions that require change, i.e., exposure to unfunded liability and inconsistency with other employee units; 2) The adoption of the City's final offer will remedy, or at least minimize, the City's economic difficulties, i.e., reduce unfunded liability; and (3) There is no unreasonable burden on the police unit, i.e., it will share the same burden as co-workers which is an appropriate response considering the City's existing economic conditions. Concluding that the City had prevailed on all but one of the statutory criteria, i.e., CPI, the Arbitrator selected the City's final offer.

38. Douglas County (Highway) and Teamsters Local 346. Dec. No. 31776-A, (McGilligan, 2/3/07). Final Offer Selected → Employer.

The County proposed to increase wages by 2.5% in 2006, plus 15 cents at the top step of specified classifications, and by 2.5% in 2007, and to modify the health insurance language by requiring newly hired employees to contribute 5% of the single health insurance plan premium. The Union proposed to continue health insurance language that required the County to pay 100% of the single health insurance plan premium and to increase wages by 2.5% in 2006, plus 15 cents to all steps and classifications, and by 2.5% in 2007. Each party proposed vacation language that differed on the basis of whether the County "shall" (Union) or "may" (County) allow additional employees off work under specified circumstances. The Arbitrator found that the County's proposal was consistent with past practice; that the Union had failed to demonstrate a need for its requested change; that the Union had not provided a *quid pro quo* for this change; and that the Union had not established that the Employer had struck an unfair balance between employee preference and management's right to schedule vacations to meet the legitimate needs of management. The Arbitrator favored the County's vacation proposal. In response to Union argument, the Arbitrator analyzed the County's health insurance proposal by considering the following factors: 1) The need for change; 2) Does the offer reasonably address that need? 3) Is the proposal supported by the comparables? and 4) Is a *quid pro quo* necessary? After concluding that the County had satisfied the first three factors, the Arbitrator concluded that no *quid pro quo* was necessary because internal and external comparables unanimously supported the County's proposal; the change did not affect current employees; new hires would have notice of the change; and the County's offer was in the public interest. The wage issue was whether or not three classifications should receive the 15 cent per hour adjustment that was provided to the other classifications for 2006. After considering CPI, external and internal comparables, the Arbitrator concluded that the County's wage proposal, which did not provide the 15 cent per hour adjustment to the three classifications, was the more reasonable. The Arbitrator selected the County's final offer.



39. Marquette County (Highway) and Marquette County Highway Employees Local 1740, AFSCME, AFL-CIO. Dec. No. 31735-A, (Hahn, 2/20/07). Final Offer Selected → Employer.

The sole unresolved issue was a County proposal to modify language defining hours of work and work week. The Union proposed the *status quo* on this language. The County's proposal eliminated the guarantee of a 40 hour work week and the guarantee of a 50 hour week before the employee could be sent home. The effect of the County's proposal was to provide the County with the right to send employees home so that the County would not incur overtime for work in excess of 8 hours in a day. The agreed upon wage increase was 2% on 1/1/06; 1.5% on 7/1/06; 2% on 1/1/07 and 1.5% on 7/1/07. Upon consideration of a number of factors, including the County's economic circumstances, the internal and external comparables, labor stability, and the *quid pro quo* reflected in the wage lift and the other tentative agreements, the Arbitrator selected the County's final offer.

40. City of Watertown (Water and Wastewater) and Wisconsin Council 40, AFSCME, AFL-CIO. Dec. No. 31751-A, (Dichter, 2/21/07). Final Offer Selected → Union.

This initial contract involved a number of issues, i.e., wages, contract duration, management rights, layoffs, grievance procedure, premium payment for working outside of schedule on a non-overtime basis, overtime equalization, call back guarantee, out of classification pay, safety equipment, CDL, retiree health insurance, and reduction in life insurance at age 65. Each party proposed a 3% wage increase for January 1 of 2005 and 2006. The Union also proposed a 1% wage increase for July 1, 2006 and, in 2007, a wage progression schedule; with employees moving to the step that provided a minimum wage increase of 3%. The Arbitrator found wages and the implementation of a wage progression schedule to be the most significant issues. In response to the City's argument that the Union's wage schedule offer was unfair because some employees would receive a greater increase than others, the Arbitrator concluded that such a result is to be expected when moving from a unilaterally imposed wage schedule to a negotiated wage schedule. The Arbitrator recognized that the Union's goal of moving employees onto a wage progression schedule based on years of service is a goal that had been obtained by all of the internal and external comparables, as well as had been accepted by an Arbitrator in a recent arbitration involving another City unit. The most relevant factors in evaluating the wage proposals were internal and external comparables. The City's contract duration proposal would have the contract expire at the same time as its other labor contracts. The Arbitrator favored the Union's three year duration proposal on the basis that it would give the parties some respite before resuming bargaining and a chance for stability. The Arbitrator favored the Union's layoff language that would require part-time seasonal and temporary employees to be laid off before full-time employees on the basis that it was not unique or out of the norm. The Arbitrator did not favor the Union proposal requiring the City, under certain circumstances, to maintain the employment of employees with a CDL suspension of 60 days or less on the basis of potential cost and hardship to the City. Internal comparability did not support the Union's proposal on premium, but did support the City's proposals on conversion of sick leave to cover retiree health insurance; call back



guarantee; reduction in life insurance at age 65; and floating holidays. The Arbitrator selected the Union's final offer.

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1 31314-A	Manitowoc School District	Custodial/Maintenance	Davis & Kuelthau	Neil Rainford	AFSCME	Wages - second year	2004-2006
2 31255-C	Green Bay School District	Noon Hour Supervisors	Davis & Kuelthau	Mark DeLorme	AFSCME	Health Insurance Dental Insurance Life Insurance	Initial Contract
3 31447-A	City of Wauwatosa	DPW	Assistant City Attorney	Mark A. Sweet, LLC	AFSCME	HMO Deductibles & CoPays DPW Allotment Departmental Seniority for Job Vacancies	2005-2007
4 31444-A	Village of DeForest	Village Employees	Ruder, Ware & Michler	Laurence Rodenstein	AFSCME	Grievance Procedure 2.5% Employee Health Ins. Premium Contribution Sick Leave & Sick Leave Use Wages	2005-2006
5 31470-A	City of Chilton	Police Department	Davis & Kuelthau	Helen Isferding	AFSCME	Clothing Allowance Health Insurance	2005-2007
6 31465-A	City of Chilton	DPW	Davis & Kuelthau	Helen Isferding	AFSCME	Hours of Work Health Insurance Wages	2005-2007
7 31487-A	Calumet County	Deputy Sheriffs	Davis & Kuelthau	Thomas Bahr	WPPA	Employee Health Insurance Premium Contribution Floating Holidays Wages	2004-2006
8 31484-A	Buffalo County	Human Services Clerical	Weld, Riley, Prenn & Ricci	Daniel Pfeifer	AFSCME	Wages Benefits for Reduced Time Employees Health Insurance	2005-2006
9 31534-A	Town of White River	DPW	Tom Richardson	Dan Westlund	IBEW	Health Insurance for spouse	2005-2006
10 31376-A	City of Cudahy	Police Department	Michael, Best & Friedrich	Patrick Coraggio	LAW	Duration Language Wages Health Insurance	2004-2006
11 31522-A	Rusk County	Courthouse/Human Services	Weld, Riley, Prenn & Ricci	Steve Hartmann	AFSCME	Wages Health Insurance	2005-2006
12 31539-A	River Valley School District	Educational Support Team	Kramer & Brownlee	Ellen La Lazerne	WEAC	Management Rights Pro-ration for Health & Dental Insurance Wages Subcontracting Sideletter	2005-2006
13 31559-A	City of Marshfield	Police Department	von Briesen & Roper	Thomas Bahr	WPPA	Wages Health Insurance	2005-2007

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14 31565-A	Brown County	Corrections Employees	Whyte, Hirschboeck, Dudek	Previant, Goldberg	Teamsters	Wages Dental Insurance Health Insurance	2004-2005
15 31540-A	Iowa County	Highway Department	Davis & Kuelthau	Jennifer McCulley	AFSCME	Health Insurance Wages Longevity	2005-2006
16 31578-A	Dane County	Professional Employees	LaFollette, Godfrey & Kahn	Jack Bernfeld	AFSCME	Hours of Work (Overtime) Separation from Service Benefits	Initial Contract
17 31306-B	Wood County	Courthouse, Social Services and Unified Services Employees	Ruder, Ware & Michler	Michael Wilson	AFSCME	Wages Health Insurance CDL	2003-2006
18 31350-A	Oconto County	Courthouse Employees	Petrie & Stocking	Dennis O'Brien	AFSCME	Longevity	2005-2006
19 31351-A	Oconto County	Professional Employees	Petrie & Stocking	Dennis O'Brien	AFSCME	Longevity	2005-2006
20 31352-A	Oconto County	Highway Department	Petrie & Stocking	Dennis O'Brien	AFSCME	Longevity	2005-2006
21 31613-A	City of Wauwatosa	City Clerical	Assistant City Attorney	Gillick, Wicht, Gillick & Graf	OPEIU	Reduction of Hours Language	2005-2007
22 31519-A	Sawyer County	Non-Professional Human Service Employees	Weld, Riley, Prens & Ricci	James Mattson	AFSCME	Wages	2005-2006
23 31532-A	City of Wausau	DPW	Ruder, Ware & Michler	John Spiegelhoff	AFSCME	Health Insurance Wages Funeral Leave Sick Leave Call Pay Uniform/Clothing Allowance	2005-2006
24 31520-B	Sawyer County	Courthouse Employees	Weld, Riley, Prens & Ricci	James Mattson	AFSCME	Wages	2005-2006
25 31675-A	City of South Milwaukee	Firefighters	City Attorney	Joseph Conway	IAFF	Wages Health & Dental Insurance Retiree Insurance Benefits	2006-2007
26 31687-A	City of Beaver Dam	DPW, Parks & Rec, Wastewater Treatment Utility, City Hall, Engineering & Library	DeWitt, Ross & Stevens	Lee Gierke	AFSCME	Wages CDL Hours of Work	2005-2006
27 31648-A	Village of West Milwaukee	Police Department	Davis & Kuelthau	Thomas Bahr	WPPA	Health Insurance Wages Uniform Allowance	2006-2007
28 31626-A	Oshkosh School District	Food Service	Davis & Kuelthau	Kindt, Phillips, Friedman & Fremgen	Unaffiliated	Health Insurance Wages	2005-2006
29 31582-A	Oneida County	Highway Department	Petrie & Stocking	Dennis O'Brien	AFSCME	Wages - Select Adjustment	2005-2006

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31 31705-A	City of Superior	Firefighters	City Attorney	Patrick Kilbane	IAFF	Health & Dental Insurance Wages Clothing Allowance Longevity Vacation City Medicare Supplement Plan Light Duty Work Shift	2006-2008
32 31736-A	City of Onalaska	City Employees	O'Flaherty, Heim, Egan	Marianne Goldstein Robbins	SEIU	Disciplinary Language	2006-2007
33 31120-A	City of Marshfield	Electric & Water Utility	Boardman, Suhr, Curry & Field	Previant, Goldberg	Teamsters	Wages	2004-2005
34 31693-A	Door County	Highway Department	Corporation Counsel	Neil Rainford	AFSCME	Health Insurance Program	2004-2006
34 31693-A	Door County	Highway Department	Corporation Counsel	Neil Rainford	AFSCME	Grievance Procedure CDL	2004-2006
34 31694-A	Door County	Courthouse Employees	Corporation Counsel	Neil Rainford	AFSCME	Health Insurance Program	2004-2006
34 31694-A	Door County	Courthouse Employees	Corporation Counsel	Neil Rainford	AFSCME	Grievance Procedure Salary Schedule & Pay Plan Seniority Language	2004-2006
34 31692-A	Door County	Social Services Employees	Corporation Counsel	Neil Rainford	AFSCME	Health Insurance Program	2004-2006
34 31691-A	Door County	Emergency Services Employees	Corporation Counsel	Neil Rainford	AFSCME	Health Insurance Program	2004-2006
35 31681v	Racine County	DPW	Long & Halsey Associates	Previant, Goldberg	Teamsters	Health Insurance Retiree Health Insurance Wages	2005-2006
36 31757-A	City of Rice Lake	Highway Department	Weld, Riley, Prenn & Ricci	Randy Patrow	IUOW	Wages Work Rules Hours of Work	2006-2007
37 31750-A	City of Rice Lake	Police Department	Weld, Riley, Prenn & Ricci	Thomas Bahr	WPPA	Wages Disability Insurance Personal Leave/Sick Leave	2006-2007
38 31776-A	Douglas County	Highway Department	Weld, Riley, Prenn & Ricci	Andrew & Bransky, P.A.	Teamsters	Vacation Health Insurance Wages	2006-2007
39 31735-A	Marquette County	Highway Department	Davis & Kuelthau	Bill Moberly	WPPA	Hours of Work Work Week	2006-2007



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40 31751-A	City of Watertown	Water & Wastewater Department			AFSCME	Wages Duration Management Rights Layoffs Grievance Procedure Premium Pay Overtime Call Back Time Out-of-Class Pay Safety Equipment Membership & Licenses Health Insurance - Retirees Life Insurance	2005-2006 or 2005-2007

