BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MARINETTE COUNTY COURTHOUSE EMPLOYEES' UNION, LOCAL 1752, AFSCME, AFL-CIO

and

MARINETTE COUNTY

MARINETTE COUNTY LIBRARY EMPLOYEES' UNION, LOCAL 1752, AFSCME, AFL-CIO

and

MARINETTE COUNTY

Case 206
No. 71331
MA-15124

Case 207
No. 71335
MA-15125

Appearances:

Mr. John Spiegelhoff, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 1105 E. 9th Street, Merrill, Wisconsin 54452, on behalf of the Union.

Attorney Gale Mattison, Marinette County Corporation Counsel, 1926 Hall Avenue, Marinette, Wisconsin 54143, on behalf of the County.

ARBITRATION AWARD

Marinette County Courthouse Employees' Union, Local 1752, AFSCME, AFL-CIO and Marinette County Library Employees' Union, Local 1752, AFSCME, AFL-CIO (herein the Union) and Marathon County (herein the County) were, at all pertinent times, parties to collective bargaining agreements covering the period January 1, 2009 through December 31, 2011. On December 28, 2011, the Courthouse Employees' Union filed a request for arbitration with the Wisconsin Employment Relations Commission (WERC) alleging that the County violated the collective bargaining agreement in failing to honor the renewal provision of the

contract and requested a panel of WERC staff members from which to select an arbitrator. John R. Emery was selected by the parties as arbitrator. The parties subsequently agreed to consolidate a similar grievance by the Library Employees' Union for hearing and a hearing was conducted on April 16, 2012. The proceedings were not transcribed. The parties filed initial briefs by May 22, 2012, and reply briefs on June 15, 2012, whereupon the record was closed.

ISSUES

The parties did not stipulate to a statement of the issues.

The Union would characterize the issues, as follows:

> Did the County violate the collective bargaining agreements when it refused to recognize that the 2009-2011 contracts continued in full force and effect for calendar year 2012 due to the failure of the parties giving formal written notice requesting changes prior to June 1, 2011?
>
> If so, what is the appropriate remedy?

The County would characterize the issues, as follows:

> Under Sec. 25.01 of the Library agreement and Sec. 32.01 of the Courthouse agreement, did the County violate the agreements even though written notice was provided by the Union prior to June 1, 2011 requesting changes?
>
> If so, what is the remedy?

The Arbitrator frames the issues, as follows:

> Did the County violate the collective bargaining agreements when it refused to concede that the 2009-2011 contracts continued in full force and effect for calendar year 2012?
>
> If so, what is the appropriate remedy?

PERTINENT CONTRACT LANGUAGE

ARTICLE 25 –DURATION (Library Contract)

25.01 Duration
This agreement shall be effective January 1, 2009 through December 31, 2011 shall [sic] continue in full force and effect from year to year unless either party gives written notice to the other requesting changes prior to June 1, 2011.

. . .

ARTICLE 32 – DURATION (Courthouse Contract)

32.01 Duration
This agreement shall be effective January 1, 2009 through December 31, 2011 and shall continue in full force and effect from year to year unless either party gives written notice to the other requesting changes prior to June 1, 2011.

STIPULATIONS

1. The matter is properly before the arbitrator.

2. Both the Courthouse and the Library units are subject to the award issued by the arbitrator.

BACKGROUND

The Marinette County Courthouse Employees' Union and the Marinette County Library Employees' Union are both members of AFSCME Local 1752, but have separate collective bargaining agreements with Marinette County, although they have identical Union officers and typically negotiate together. Each contract contains language providing that the contract shall continue in full force and effect from year to year unless one party gives written notice to the other requesting changes in the contract prior to June 1 of the final year of the contract.

In March 2011, the Wisconsin Legislature passed a budget repair bill, commonly known as 2011 Wisconsin Act 10, which was subsequently signed by Governor Scott Walker on March 11, and which effectively eliminated nearly all collective bargaining rights for most public employees in the State of Wisconsin, including the members of Local 1752. The effective date of the Act was then delayed as a result of a court injunction and it did not eventually become law until June 29, 2011. According to its terms, the Act did not affect employees working under an existing collective bargaining agreement until such agreement expired. Consequently, after the Act was passed, but before it took effect, many public sector employers and unions negotiated successor agreements in order to buy time and consider the ramifications of the changes in collective bargaining. In the midst of this circumstance, the

members of Local 1752 met with their AFSCME Staff Representative, Dennis O'Brien, on March 17, 2011, to discuss how to address the situation, and agreed to approach the County about negotiating an extension of their existing agreement before the Act took effect.

Accordingly, on March 18, 2011, Kathleen Olson, President of Local 1752, sent a letter to the County Board, as follows:

> To Whom It May Concern:
>
> Please allow this letter to convey AFSCME Local 1752, Marinette County Courthouse Employees Union's proposal to extend our working agreement for a period of three (3) years to December 31, 2014 with the following terms:
>
> 1. 0% wage increase
> 2. Increase health insurance premium share by 2%
> 3. Increase the employee contribution to the WRS to 5.8% of gross wages
> 4. The retiree health insurance benefit will no longer apply to those hired on or after January 1, 2012
> 5. Status quo on the remainder of the contract
>
> Feel free to contact us with any questions regarding this proposal.
>
> Respectfully,
> Kathleen Olson, President
> On behalf of the AFSCME Local 1752 Executive Board

The effect of the proposal, if accepted, would have been to concede the changes in benefit contributions mandated by Act 10, but to leave the remainder of the existing contract unchanged. The County did not respond to Olson's letter, so, on April 25, 2011, Olson sent another letter, as follows:

> To Whom It May Concern:
>
> Please accept this letter as AFSCME Local 1752, Marinette County Courthouse Employees Union's desire to begin bargaining an extension of our working agreement between Marinette County and our union.

Respectfully,
Kathleen Olson, President
On behalf of the AFSCME Local 1752 Executive Board

On May 13, 2011, Olson and another Union member, Amber Lynwood, attended a meeting of the County Personnel and Veterans' Services Committee and requested that the parties meet to discuss a one year extension of the existing contract, to which the Committee agreed. The parties met on June 2, 2011, but the discussions did not result in an agreement because, in the County's view, the Union had offered no concessions not already encompassed in Act 10.

On July 18, 2011, AFSCME Staff Representative Randy Etten, who had replaced the recently retired O'Brien, sent a letter to County Human Resources Director Jennifer Holtger, as follows:

> Dear Ms. Holtger:
>
> I am writing on behalf of Local 1752 and an issue related to the Collective Bargaining Agreement (CBA) between Marinette County and this local. I have had the opportunity to review the CBA specifically relating to Article 32 – Duration and Execution.
>
> Article 32 calls for an automatic renewal of the CBA for an additional year period unless either party notifies the other party in writing that they desire to alter or amend the Agreement by June 1 in the last year of the existing Agreement. It is my understanding that neither party requested to reopen the Agreement dated January 1, 2009 – December 31, 2011 prior to June 1, 2011, and as such, according to contractual language contained in Article 31 [sic], the Agreement is extended under the same terms and conditions through December 31, 2012.
>
> Local 1752 is ready to sign a new CBA with Marinette County for the period of January 1, 2012 to December 31, 2012 once the County has drafted such a document.
>
> Sincerely,
> Randy Etten
> Staff Representative
> AFSCME, Wisconsin Council 40

The County did not agree with the Union's interpretation of the contract or characterization of the state of negotiations and so refused to enter into an extension, taking the position that the

current agreement would expire on December 31 under the provisions of Articles 25 and 32 and that any future agreement would be subject to the limitations provided for by Act 10. As a result, the Union filed a grievance on September 5, 2011, seeking renewal of the 2009-2011 contract through December 31, 2012. The County denied the grievance and the matter proceeded to arbitration. Additional facts will be referenced, as necessary, in the DISCUSSION section of the award.

POSITIONS OF THE PARTIES

The Union

The Union asserts that there was no written request for changes in the parties' contract prior to June 1, as that term is understood between the parties, because there was no formal notification seeking such by either Staff Representative Dennis O'Brien or Human Resources Director Jennifer Holtger, who were the parties' designated spokespersons. The record reflects that in prior negotiations communications between the parties were exclusively conducted by O'Brien and Holtger, who had a good working relationship. This had been the practice at least as far back as the 2000-2002 contract negotiations. Local Union officials had no role in communicating proposals during those negotiations and O'Brien and Holtger did not communicate regarding the extension of the 2009-2011 contract.

The March 18, letter by Union President Kathleen Olson did not satisfy the requirements of Articles 32 and 25. The letter was sent during the tumultuous atmosphere created by the passage of Act 10. On March 17, 2011, Olson called a meeting of the local, at which O'Brien was present, to discuss the implications of Act 10 and to consider the Union's options. The result was the March 18 letter, which Olson signed and delivered on behalf of the Executive Board, and which was intended to inquire as to the County's willingness to extend the contracts on specified terms. Olson did not discuss the terms of the letter with O'Brien or send him a copy. After the letter was delivered, Holtger did not contact O'Brien and there is no record of communication between them between March 17 and April 24. After receiving no response from the County, Olson sent the April 25 letter, again with no prior consultation with O'Brien, and with no copy being sent to him.

Olson attended the May 13, 2011 Personnel and Veterans' Services Committee meeting, again without O'Brien present. Her intent was not to bargain, but merely to seek an extension of the existing agreement. She made no formal proposals and explained that the Union was only proposing informal discussions related to an extension. The discussion occurred in open session, which is significant since contract negotiations are exempt from the open meetings provisions of Sec. 19.85(c), Stats. The meeting cannot, therefore, be considered to have been formal negotiations, but only an informal meet and confer. Olson did not have authority to open negotiations on a new contract and her actions should only be considered as an informal inquiry regarding the County's openness to an extension.

It should also be noted that the parties' conduct after the Olson communications is not consistent with reopening and negotiating a contract. In the typical process, the chief spokesperson of one party initiates negotiations by sending formal written notice to the other identified chief spokesperson evincing intent to reopen and negotiate a successor agreement. This is commonly done by the Staff Representative or the Human Resources Director. The chief spokespersons then agree on a date to commence negotiations at which initial proposals for "requested changes" are to be exchanged. The spokespersons then meet with their principals to formulate proposals, which are exchanged at the initial meeting, at which time the parties also schedule further negotiation sessions. At some point, the parties hopefully reach an agreement, at which time the terms are reduced to writing and voted on for ratification by the principals. Failing agreement, a petition for mediation or interest arbitration is drafted by one of the chief spokespersons and the process then continues according to the statutory formula.

Negotiating a collective bargaining agreement is a complicated process requiring knowledge of the law and familiarity with complex negotiating strategies, in which chief spokespersons well versed in labor law are instrumental. While the contract is silent as to who will perform such duties, the parties' bargaining history is significant in this regard. This has traditionally been recognized by arbitrators. *Common Law of the Workplace – The Views of Arbitrators, 2nd Ed.*, Sec. 2.11, (St. Antoine, 2005). In this case, the processes are delineated in Articles 25 and 32 of the respective agreements. The record reflects that the duty of formally reopening the contract was the exclusive province of Dennis O'Brien and that when notification was given the County then communicated with O'Brien to schedule meetings for exchanges of proposals. The County was aware of this and, on at least one occasion, refused to commence bargaining prior to O'Brien returning from vacation (Jt. Ex. #11). On other occasions, O'Brien and Holtger agreed verbally to commence bargaining despite the provisions of Articles 25 and 32 not having been met. It is clear that local Union officials were not party to these conversations.

It is manifest that here the requirements of Articles 25 and 32 were not satisfied by Olson's March 8 and April 25 letters and that the parties' subsequent behavior did not evidence an understanding that formal negotiations had been opened. Holtger made no effort to contact O'Brien to schedule meetings for exchanges of proposals, nor was there any other communication between them between March and June of 2011. At the May 13 and June 2 meetings, Olson made it clear that she was not seeking to bargain, but merely sought an extension of the agreements. There was no exchange of proposals or any subsequent agreements. O'Brien was not present at either meeting. It is clear, therefore, that the provisions of Articles 25 and 32 were not satisfied, the deadline passed, and the parties have legal and binding contracts through December 31, 2012.

The County

The County asserts that the record shows that the parties have a long history of addressing issues informally, often verbally. In this case, the Union made two separate written

requests to address the terms and conditions of the contract beyond December 31, 2011, both submitted before June 1, 2011. The Union now appears to argue that the president did not have authority to make those requests and that the use of the term "extend" nullifies the request for changes.

Nothing in the contract requires all Union matters to be addressed through the Staff Representative In fact, Sec. 2.01 states that "(t)he Union shall be represented in all bargaining or negotiations with the County by such representatives as the Union shall designate." Further, Sec. 3.02 states that the Union bargaining committee "may include not more than two (2) non-employee representatives from the Union." Past practice between the parties shows that in the past issues, including bargaining, have been addressed without the Union Staff Representative present.

The operative language in Articles 25 and 32 does not use the terms "extend" or "renew." *Black's Law Dictionary* (Abridged, 5th Ed.) defines "renew" as meaning "to begin again or continue in force the old contract." The Union appears to believe that by proposing to "extend" the old contract it was not requesting to continue the contract. The common meaning of "extension" in the *Merriam-Webster Dictionary* is "…an increase in length of time; specifically: an increase in time allowed under agreement or concession." The County asserts, therefore, that the words renew and reopen are not relevant and that the Union did give written notice prior to June 1 requesting changes in the contracts, thereby nullifying the renewal language.

The Union in Reply

The Union disputes the County's assertion that it gave written notice requesting changes prior to June 1. The March 18 letter was a mere inquiry as to whether the County would agree to an offer under specific terms. There was no request to reopen or renew, or to enter into negotiations. There was no request for a meeting or solicitation of a counter-offer. This does not meet the requirements of Article 25 or 32. The April 25 letter sought to extend the agreements. This term has specific meaning in contract interpretation and does not involve altering or amending terms. PRICE COUNTY, MA-15085 (Greer, 12/30/11). The Arbitrator must also consider the intent of the author in writing the letters. Kathleen Olson testified that she had no intention of reopening the contracts, but merely sought to extend their terms.

In the past, requests for reopeners, whether written or oral, were always handled by the Union Staff Representative and the County Human Resources Director. While the contracts are silent as to who has authority to take such action, the parties' past actions reveal how this language has been interpreted by them. Section 2.01 states that the Union may designate its representatives. It is clear that this has always been the Union Staff Representative, Dennis O'Brien. Joint Exhibit #11 shows that in the past the County has refused to negotiate with

O'Brien present. The County asserts that "past practice" shows that the Union Representative need not always be involved, but the record shows only one instance of the representative leaving a meeting early. This does not meet the requirements for existence of a past practice

The issue before the Arbitrator is whether the written communications meet the requirements of Articles 25 and 32. The answer is no. This action is completely contrary to how reopeners were handled in the past. O'Brien and Holtger were the designated representatives and did not engage in any action resembling reopening the contracts. The deadline passed and the contracts remain in full force through 2012.

The Union's argument is supported by the lack of communication from the County HR Director with the Union representative. The unequivocal past practice shows that reopeners were always agreed to in writing or orally by the representatives. Union officers were not involved. The County does not explain why there was no attempt to contact O'Brien after the March 18 and April 25 letters were received. It also does not explain why it was reasonable to conclude that Olson's letters reopened the contracts when this had never been the practice in the past. The County made no attempt to ascertain O'Brien's awareness of the situation. He was aware the March 18 letter would be sent, but knew nothing of its contents. He was not aware of the April 25 letter. This supports the Union's position that the contracts were not opened.

The County then met with the Union officers on May 13 and June 2, but never asked where O'Brien was. Olson testified that at the meetings she made it clear that the Union did not intend to bargain. Moreover, Acting County Administrator DeGroot stated that the parties should do nothing, which is why the parties took no action resembling reopening or bargaining. It is clear there were informal discussions, but no formal exchange of proposals and no agreements. Consequently, the deadline passed without action and the contracts were automatically extended.

The County in Reply

The County notes that Dennis O'Brien was present at the Union's March 17 meeting and that the record shows that Olson stated she had authority to send the March 18 letter and that it was not uncommon for documents to be provided without being signed by O'Brien. Holtger testified that on one occasion O'Brien did not attend a negotiation session, but that bargaining took place without him. On another occasion, he left early and yet bargaining continued. Amber Lynwood has signed grievances in the past without O'Brien's involvement. The evidence also does not support the contention that it communicated solely with O'Brien about bargaining issues.

The Union asserts that in the past the County refused to bargain without O'Brien, but this is not true. The exhibit referred to indicates that it was the Union, not the County that did not want to bargain while O'Brien was on vacation. The County never refused to bargain

without O'Brien. The Union appears to want to rewrite the contract to say that the Union Staff Representative must be present and conduct all business on behalf of the Union. There is no such language in the agreement and the grievances should be denied.

DISCUSSION

This grievance arises out of the political maelstrom created by the passage of 2011 Wisconsin Act 10, which occasioned widespread labor unrest and much uncertainty for public sector employers and unions throughout the first half of 2011 and beyond. In this context, Local 1752 did what many unions throughout the state were doing, which is to say it attempted to reach an agreement with the County that would forestall the implementation of the Act. To that end, the Union met with its Staff Representative, Dennis O'Brien, on March 17, 2011 to develop a strategy, the result of which was the March 18, 2011 letter from Union President Kathleen Olson to the County Board set forth above. Receiving no answer, Olson sent a follow up letter on April 25. The question before me is whether by so doing the Union "requested changes" as that term has been used in Articles 25 and 32 of the respective contracts, and thereby nullified the renewal language in those provisions. If it did, then the contracts expired on December 31, 2011 and the parties became subject to all the requirements of Act 10 at that time. If it did not, then, arguably, the contracts were automatically extended, and remain in full force and effect according to their terms until December 31, 2012. For the reasons set forth below, I find that the Union did request changes prior to June 1, 2011, in accordance with Articles 25 and 32 and that, therefore, the contracts expired on December 31, 2011.

In support of its position, the Union argues in the alternative. First, it asserts that Olson did not have authority to reopen negotiations with the County for an extension or a successor agreement and, therefore, the March 18 and April 25 letters are of no effect. Second, it maintains that the letters themselves are merely to be considered inquiries about the County's openness to an extension, which would not trigger Articles 25 and 32. I will address these arguments in turn.

The record shows that in the past contract negotiations have typically been opened by contact between the Union Staff Representative and the County Human Resources Director. The evidence reflects that this sometimes occurred via a letter and sometimes through verbal communication. Articles 25 and 32 of the contracts set forth a June 1 deadline in the final year of the contract for this notice, but the testimony offered by both parties indicates that the timelines were routinely waived. The question before me is whether this history establishes that this is the only way by which negotiations over a successor agreement could be started, such that Dennis O'Brien, alone, was authorized to act for the Union in this capacity.

Article I, Sec. 2.01 in both contracts states: "The Union shall be represented in bargaining or negotiations with the Employer by such representatives as the Union shall designate." (emphasis added) This language is significant in a couple of key respects. First, it is clear that the Union is not limited to one bargaining representative, but may designate the

number and identity of those it wishes to fill this role. The record reflects that O'Brien has, in fact, been the Chief Negotiator, but that the Local officers have also filed grievances and communicated with the County on the Local's behalf, and that on occasion negotiations took place in O'Brien's absence.

The Union asserts that a handwritten note on O'Brien's August 5, 2005 reopener letter indicates that the County refused to bargain without O'Brien present, but this stretches the point too far in my mind. The note apparently memorializes a telephone conversation between County Human Resources Coordinator Jennifer Holtger and O'Brien and states: "Per Denny CH (Courthouse) not ready yet – Denny on vacation beginning of October – He would like to begin mid to late October. Called Denny and asked him to send letter continuing conversations." This indicates that it was the Union, not the County, that was requesting the delay and that the delay was due to the bargaining unit not being ready to negotiate. The County merely acceded to the Union's request. Also, the subject of the note is bargaining, itself, and does not make reference to authority to open negotiations. It is quite conceivable that the Union with good reason did not want to engage in negotiations without the Staff Representative present, but that is an entirely different matter than sending a letter seeking to have negotiations commence. The letter, or conversation, itself, is more like to a clerical function simply putting the other party on notice and there is no reason on this record to suppose that it could not have been performed by a Union officer as ably as by the Staff Representative. To me, therefore, the note does not support the existence of a mutual understanding, or practice, that only the Staff Representative was empowered to send notice seeking to open negotiations.

The second salient point brought out in Art. I, Sec. 2.01 is that the Union, not the County, gets to decide who its bargaining representatives are. Olson's own testimony was to the effect that her March 18 letter was the result of a March 17 meeting of the bargaining unit at which O'Brien was present and that, while O'Brien did not actually see the letter before it was sent, he participated in the discussion that generated it. She also testified that she believed she had authority to send the letter and her signature indicates that it was sent on behalf of the Local 1752 Executive Board. Amber Lynwood's testimony was to the same effect. There is no evidence that any member of the Board objected either to the sending of the letter or to its contents. Olson's April 25 letter was sent without O'Brien's knowledge, but again was sent on behalf of the Board without objection. Olson's testimony, along with that of Amber Lynwood, supports the finding that Olson had authority to send the letters, and the language of Article I, Sec. 2.01 permitted the County to rely on her authority to do so. Indeed, were the roles reversed, and was the County arguing that Olson lacked authority to send the letters, it would have a difficult task under these facts in supporting its claim.

The second question raised is whether the letters, themselves, constituted "requests for changes" such that the rollover language in Articles 25 and 32 was nullified. The Union characterizes the letters as an inquiry by the Union as to whether the County was open to an extension of the contract, not a formal reopening of negotiations over a successor agreement.

Further, it cites PRICE COUNTY, MA-15085 (Greer, 12/30/11) in support of its position that a request for an extension of an existing contract does not trigger the automatic renewal language of the contract.

PRICE COUNTY is distinguishable on its facts. In that case, the parties' contract was set to expire on December 31, 2011 and contained language stating that the contract "…shall renew itself for additional one-year periods thereafter, unless either party pursuant to this article has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period." The deadline for such notice was "on or about March 1" of the final year of the Agreement. The Union had made a voicemail request to the County on March 14, 2011 seeking an extension of the contract. On March 15, the County Human Resources Coordinator sent an email to the Union denying the request. The Union asserted the effect of the contract language in arguing that the contract automatically renewed for an additional year based on a lack of timely notice to reopen negotiations and grieved when the County refused to honor the renewal. The County denied the grievance on the basis that the March 15 email met the requirement of written notice, thereby nullifying the renewal provision. The Arbitrator upheld the grievance, specifically finding that, although timely, the email only referred to an extension of the existing Agreement. The Arbitrator specifically held that: "Extending the contract involves not altering or amending the terms of the Contract for additional period of time. Therefore, I do not find that the March 15, 2011 email served as a notice under Article 28 to reopen the Contract sufficient to stave off a one year renewal."

In this case, Olson's April 25 letter expresses the Union's "desire to begin bargaining an extension of our working agreement between Marinette County and our Union." Had this been the Union's only communication, or, indeed, had the Union remained silent altogether, its position would have been much stronger under the ruling in PRICE COUNTY. The problem arises with the March 18 letter.

The March 18 letter specifically proposed a three year extension of the existing contract under which the Union would agree to an increase in health insurance and pension contributions and would agree to cut off retiree health insurance benefits for all employees hired on or after January 1, 2012. Wages would be frozen and all other contract provisions would remain *status quo.* The language of the letter makes it clear that this was intended to be a "proposal," not just an inquiry. Moreover, the proposal requested specific changes in the existing contract relating to health insurance and employee pension contributions. In my view it is not reasonable to read this verbiage in a way that falls outside the clear language of Articles 25 and 32. The County had the option to accept, reject, or counter the proposal. The Union notes that the County did not respond at all and argues that this should be interpreted as a belief by the County that the letter did not constitute a legitimate proposal under the contract. There is no other evidence in the record supporting this view, however, and I am unwilling to make such a finding based on the County's silence, alone.

The Union points out that the proposed changes would merely have memorialized the insurance and pension contribution requirements mandated by Act 10, and suggests that it believed that any extension would have had to include those changes. It is not clear that this would have been the case since Act 10, itself, is silent on the point and no court has to date ruled on the issue. The fact that other unions and employers did negotiate successor agreements that did not mirror the provisions of Act 10 before the Act took effect suggests that this is probably not the case. In any event, this arbitrator has not been asked to rule on the scope of Act 10 and declines to do so. What I do have to do is rule on the intent and effect of the language of the existing contract in light of the actions of the parties. Olson's March 18 letter predated the June 1 contract deadline specified in Articles 25 and 32 of the respective contracts and requested specific changes in the agreement as part of an extension. The request for specific changes in the March 18 letter distinguishes the facts of this case from those in PRICE COUNTY. Further, in my view this action satisfied the requirements of Articles 25 and 32, such that the renewal language in those provisions was nullified, resulting in the expiration of the contracts on December 31, 2011.

For the reasons set forth above, and based upon the record as a whole, I hereby enter the following

AWARD

The County did not violate the collective bargaining agreements when it refused to concede that the 2009-2011 contracts continued in full force and effect for calendar year 2012. The contracts, therefore, expired on December 31, 2011 and the grievances are denied.

Dated at Fond du Lac, Wisconsin, this 25th day of June, 2012.

John R. Emery /s/
John R. Emery, Arbitrator

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