BEFORE THE ARBITRATOR

In the Matter of the Petition of

WISCONSIN PROFESIONAL POLICE ASSOCIATION

To Initiate Arbitration Between Said Petitioner and

MONROE COUNTY

Case 167
No. 64288 INT/ARB-10342
Decision No. 31362-A

Appearances:

Mr. Thomas W. Bahr, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, 340 Coyier Lane, Madison, Wisconsin 53713, appearing on behalf of the Asso

Mr. Ken Kettleson, Personnel Director, Monroe County, 14345 County Highway B, Room 3, Sparta, Wisconsin 54656-4509, appearing on behalf of the Employer.

ARBITRATION AWARD

Wisconsin Professional Police Association, hereinafter referred to as the Association, and Monroe County, hereinafter referred to as the Employer or County, met on several occasions in collective bargaining in an effort to reach an accord on the terms of an initial collective bargaining agreement. Said agreement covers all regular full-time and regular part-time dispatch personnel, excluding the clerical personnel and managerial, supervisory, confidential and executive employees. Failing to reach such an accord, a petition was filed on December 20, 2004, with the Wisconsin Employment Relations Commission (WERC) requesting the latter agency to initiate arbitration, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation conducted in the matter, the WERC, after receiving the final offers from the parties by June 10, 2005, issued an order wherein it determined that the parties were at an impasse in their bargaining, and wherein the WERC certified that the

conditions for the initiation of arbitration had been met, and further, wherein the WERC ordered that the parties proceed to final and binding arbitration to resolve the impasse existing between them. In said regard, the WERC submitted a panel of seven arbitrators from which the parties were directed to select a single arbitrator. After being advised by the parties of their selection, the WERC, on July 14, 2005, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, and to issue a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of the investigation.

Pursuant to arrangements previously agreed upon, the undersigned conducted a hearing in the matter on September 8, 2005, in Sparta, Wisconsin, during the course of which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Written briefs were filed and exchanged, and received by October 15, 2005. The record was closed as of the latter date.

THE FINAL OFFERS:

The Association and District final offers are attached and identified as attachment "A" and "B", respectively.

BACKGROUND:

At the hearing, both parties presented numerous exhibits in support of their positions. Representatives for each side presented, reviewed and explained their exhibits to the Arbitrator. No witnesses were offered.

POSITIONS OF THE PARTIES:

ASSOCIATION'S POSITION:

The Association addresses each of the statutory criteria, except those not addressed by the parties.

The Association argues that neither party addressed "the lawful authority of the Employer" or made arguments in regard thereto. Further, it is argued, none of the exhibits offered provide any indication that any legal deficiencies exist. Therefore, this criteria should not be considered.

Regarding "the stipulations of the parties", the Union points out that there is no list of stipulations, but each proposed a two-year agreement and but for wages and health insurance, all other terms of the contract are status quo.

According to the Union, "the interests and welfare of the public" favors the Association's final offer. The Association asserts that its final offer best serves the citizens of Monroe County by recognizing the need to maintain the morale and health of its dispatch personnel and thereby retaining the best and most qualified employees. Overall working conditions must be desirable and reasonable. While these conditions consist of tangibles such as fair salary, fringe benefits and steady work, intangible benefits including morale and unit pride are of equal importance (city Elkouri & Elkouri, How Arbitration Works, 3rd ed., p. 750).

The Association in applying interest and welfare criteria, also views wages and wage comparison with dispatch personnel in comparable counties to be important because all parties at interest drive benefit from them. Therefore, it is argued, the Association's offer which provides for a fair wage increase for 2005 and 2006 must be deemed more reasonable.

It is the Association's position that the Employer has the financial ability to meet the costs of the Association's offer. It is argued that at no time during the bargaining process, including the arbitration hearing, did the Employer allege that it does not have the economic resources to fund either of the final offers submitted by the parties. The Association suggests that it is the Employer's unwillingness rather than its inability that prevents them from making a fair wage increase to its employees.

The County has indicated that the financial state of Monroe County is such that the Arbitrator should select the County's final offer. The Association argues that the County's situation has improved and continues to do so. The Association cites a newspaper article that reported that the County's assets are at least $2.7 million more than a year ago (Union Exhibit 4D).

In addressing the external comparables criterion, the Association argues that the appropriate comparables to Monroe County are Jackson County, Juneau County and Vernon County. All are contiguous to Monroe County and all share similar characteristics such as population, equalized value and labor pool. Monroe County, in comparison with said counties, enjoys the largest equalized value which is approximately 25% higher than the next closest county. It also enjoys the second highest percentage increase of equalized value when comparing 2005 to 2004.

The Association submits that in the instant matter there are no settlements by which to compare the reasonableness of the wage proposals submitted by the respective parties. However, the Association submitted data which it argues gives an historical perspective of Monroe County

and those of the comparable counties. (Union Exhibit 5A) By applying the offer of the parties, and assuming a less than CPI increase of 3% to the comparables, the result to this bargaining unit shows that the Association's wage offer should be determined to be the most reasonable.

The lift of the County's offer would allow the Association's members to maintain their standing among their comparables; however, unlike its comparables, the County proposes to make the 2005 increase effective after three-quarters of the year has already passed. The Association contends that the resulting cost of this wage increase to the County, and the resulting benefit to the employee for the first year, would be one-half of 1%. In the second year, the County again proposes to increase wages by 2% and makes the increase effective on January 1, 2006. It is argued that the complete result of the County's offer would be an extraordinarily substandard wage increase in the first year and a 2006 wage increase that is substantially lower than the current cost of living.

By comparison, the Association's Final Offer regarding wages allows the employee to maintain standing, albeit 4 cents per hour behind the average wage of comparables for the first year and 12 cents per hour behind in the second. Under the Association's offer, the differential between wages of the County and its comparables is neither diminished nor improved in a material way. The County's offer, however, places the employees at 20 cents per hour below the average in 2005 and 45 cents per hour below the average in 2006. This, it is argued, would effectively move the employees' standing, as compared to their peers, to levels not see since 2000. The record is clear that the parties have voluntarily moved these employees closer to the average in prior agreements. The Association contends that the County now seeks to turn back the clock to prior years.

As to the matter of health insurance deductible payments, the Association submits that all comparable municipalities except Monroe and Jackson Counties participate in the Wisconsin Public Employers Group (WPEG) health plan. To the extent these participants choose a plan offered other than the Standard Plan, it is the Association's understanding that they are not required to make any payments toward health care deductible expenses. In all cases of comparable municipalities, there are multiple health plans offered. Five plans are offered in Vernon County, three in Jackson County, and five in Juneau County.

In Jackson County, which does not participate in the WPEG health plan, participants in its health plan have a $100.00 deductible for the single plan and $300.00 deductible for the family plan. Monroe County proposes to put in place, effective January 1, 2006, a plan deductible in the amounts of $250.00 for single plan participants and $500.00 for family plan participants. Clearly, it is argued, the County's proposal is not supported by the comparables. Accordingly, this area of the County's offer should be deemed unreasonable.

In light of the foregoing, the Association Final Offer must be viewed as the most reasonable and the one incorporated into the parties' successor agreement.

Regarding the cost of living criteria, both parties submitted evidence regarding the COL. The Association, under the criteria of changed circumstances, supplements its Union Exhibit 6A with the data released by the U.S. Department of Labor. The data, the Association argues, indicates that the CPI for Midwest All Urban Consumers is at 2.8% and the Index for Urban Wage Earners and Clerical Workers is at 3.9%.

It is the Association's position regarding the "overall compensation" criterion, that the benefit levels of the Monroe County dispatch employees compare to their various counterparts with various degrees of accomplishments; however, no singular benefit elevates the members of the Association to any level which can give cause to find its final offer as unreasonable.

Lastly, there is the criterion "Changes in the Foregoing Circumstances and Such Other Factors, Not Confined to the Foregoing". In addition to new CPI information addressed above, the Association addresses the Employer's issue regarding the increased cost of the employees' participation in the health insurance plan, as "other factors". The County proposes change to its health plan in the area of deductible payments by the employees. The Association cites the following well accepted premise to determine if a change in contractual language is appropriate enunciated by Arbitrator Petrie, who opined:

> Interest arbitrators faced with demands for changes in the negotiated status quo ante, normally require the proponent of change to demonstrate that a legitimate problem exists which requires attention, that the disputed proposal or proposals reasonably address the problem, and that the proposed change is accompanied by an appropriate quid pro quo.

Iowa County, Case 84 No. 52908 INT/ARB7697) (4/97).

The Employer argues that the premiums for 2005 for its two plans offered increased 12-12 ½%. The County's remedy for this increase is to shift the cost of reducing the premiums to the employee by instituting a deductible payment. In doing so, the County would require an employee to assume a maximal risk of $500.00 per year for a family policy. This, it is argued, equates to a wage equivalent of 1.4% for employees at the top rate. The Association asserts that the County has not put forth an explanation of the need to make such changes in the health plan. The comparables do not support such change, and the expenses attributable for the County's health plan have not been shown to be any different than those of other employers in the state. It

is true that the County's health insurance rates have risen dramatically over the years, but, according to the Association, there is nothing in the record that distinguishes the County's rate increases from other municipalities. Indeed, the WPEG plan that is available to comparable employers is more expensive in terms of premium costs than the plans offered by the County. The Association argues that the County has failed to demonstrate that it has explored alternatives to this change in order to address its perceived needs and, to the extent it is determined that these changes are appropriate, has failed to provide any modicum of quid pro quo.

The Association anticipates the County will argue it should not be forced to implement the Association's Final Offer under some notion of inability to pay. The Association avers that there has been no showing by the County as to a factual basis for such assertion. The Association argues that whatever concerns the County may have about its financial status, those concerns were noticeably not presented at the hearing in the instant matter. The Association received the County's proposed "new exhibit 22" which speaks to some of these concerns. The Association strenuously objects to the admission into the record of this exhibit. It is argued that to the extent that the County wished to provide information regarding its 2006 budget or other matters regarding the financial state of Monroe County, it could have done so at the hearing in the instant matter. The Association would have welcomed hearing it and afforded the opportunity to examine the witness. While the memorandum authored by County Board Chairman Hubbard is dated September 19, 2005, which is after the date of the hearing in this matter, the Association contends that there is no showing that this information was not available at the time of the hearing and should, therefore, not be admitted into the record.

Based on all of the above, the Association respectfully requests the Arbitrator to accept its offer as final and binding on the parties.

EMPLOYER'S POSITION:

The Employer filed a detailed brief, and best summarized its position as follows:

1) The governor's tax freeze imposes restrictions upon the County's ability to tax and spend and carries the greatest weight in this proceeding. For this reason alone, the Arbitrator should select the County's final offer.

2) Monroe County has serious financial difficulties, resulting in layoffs and budget cuts in 2004 and continuing to the present day. These difficulties are documented in County exhibited 9-13, and these economic conditions carry greater weight in this proceeding. Adding greater weight to greatest weight certainly tips the scales toward selecting the County's final offer.

3) 7r(c) of the statute requires that the arbitrator give weight to the interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement. Thus, the arbitrator should give weight to the fact that county taxpayers received a 12 percent increase in their tax bills for 2005 based on a county levy that increased 15 percent (and is capped at 3.84 percent for 2006). Although the County is not making an inability to pay argument in this case due to the inordinately high threshold involved with that assertion, the County is making a "difficulty to pay" argument and has provided documentation of the County's financial crisis in addition to case law that supports the County's "difficulty to pay" argument.

4) Concerning 7r(d-h) of the statute, the County contends that the employees of this unit are well paid and have generous benefits, as compared to the employees of Monroe and its comparable counties, and especially in comparison to private sector employees of the west central Wisconsin region. All of the arbitration exhibits regarding wages and benefits, both County and Union, support the County's final offer in this proceeding. County taxpayers should not be required to pay an additional $40,868 for excessive wage increases, back pay and first-dollar hospitalization insurance coverage for this group. With a countywide health insurance bill of $3,696,813 (County exhibit 18, page 2), the

estimated additional 4.5 percent to keep the status quo in health insurance would cost the taxpayers an additional $166,356 for 2006. This alone gobbles up over 35 percent of the limited amount the county can increase its levy in 2006, money that is needed for more pressing issues as addressed by the Monroe County Board Chairman in County exhibit 22.

5) Finally, the County has included the addition of a $250 single/$500 family deductible in the second year of the contract. County exhibit 19 indicates that Monroe County is the only employer among the comparables that does not have at least one plan with a deductible. In addition to this strong comparable support, the County contends that a quid pro quo is not necessary for this change due to the tax freeze, the County's financial condition, and the astronomic rise in health insurance premium costs documented in County exhibit 21.

For all of the reasons documented in the arbitration hearing, the exhibits, and this brief, Monroe County respectfully requests that the Arbitrator choose the County's final offer as the more reasonable in this proceeding.

DISCUSSION:

Section 111.70(4)(cm)7 of the Wisconsin Statutes directs the Arbitrator to give weight to the following criteria:

> 7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditure that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.
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> 7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.
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> . . .

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost of living.

h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The parties in support of their positions addressed the criteria of "greatest weight," "greater weight," interest and welfare of the public, external and internal comparables, DPI, overall compensation, and changes in circumstances. Factors a, b, f and j were not relied upon and, therefore, the Arbitrator finds them to be non-determinative.

THE OTHER UNITS

There are six other bargaining units in Monroe County.[1] The collective bargaining agreements in all six units, as here, expired on December 31, 2004. In none of the bargaining units were the parties able to reach a voluntary agreement. All were submitted to arbitration. All of the proposed contracts are for two years covering calendar years 2005 and 2006.

The Employer submitted identical final offers in all seven units; a 2% wage increase effective October 1, 2005, a 2% wage increase effective January 1, 2006, and a change in health insurance to include a $250/$500 deductible for single and family coverage, respectively. The Union (AFSCME) in all five of its units proposed a 2% wage increase in both 2005 and 2006 effective January 1 of each year. The Union also proposed including certain memorandum of agreements in the collective bargaining agreement.

In the remaining unit of Deputies, the Association's (WPPA/LEER) final offer calls for a 2% wage increase effective January 1, 2005 and additional 2% increases on January 1 and July 1, 2006. The Association also has a proposal regarding shift selection.

Awards in three of the units[2] have been issued. The Union's final offer in each was selected. The parties agreed to supplement the record in the instant case with the two awards which were issued on December 1 and 5, 2005.

It is apparent from a reading of those awards that the primary issues, as here, were wages and health insurance deductibles.

MERITS

[1] The Courthouse (AFSCME), Highway (AFSCME), Human Services Clerical and Para-Professionals (AFSCME), Human Services Professionals (AFSCME), Rolling Hills (AFSCME) and Deputies (WPPA/LEER).

[2] Monroe County (Rolling Hills) and Monroe County Rolling Hills Employee-Local 1947 AFSCME (AFL-CIO), Int/Arb-10377, Vernon, 12/05) and Professional Employees Local and Monroe County, Dec. No. 31374-A, (Brotslaw, 12/05). The parties authorized the Arbitrator in the latter case to render a single decision applicable to both the Professional unit and Human Services Para-Professional and Clerical Employees unit.

In determining which of the two final offers is the most reasonable in this case, the Arbitrator finds the most relevant criteria to be the financial condition of the County, internal comparables, and external comparables.

The financial condition of the County was argued in each of the arbitration cases already decided. In this regard, the County argued, as here, that it finds itself in a precarious situation given Governor Doyle's budget that freezes property taxes. Although the County is not pleading an "inability to pay," it does make a "difficulty to pay" argument.

The Arbitrator is convinced from the evidence presented that the Governor's property tax freeze has impacted the County's ability to generate revenue to fully meet its needs as claimed. Further, it is apparent the County has had serious budget problems to the extent that layoffs were necessary in 2004.

On the other hand, the total difference between the parties is approximately $41,000 which, while not insignificant, does not present an "inability to pay" argument as conceded by the Employer. Furthermore, and importantly, even though the "greatest weight" factor favors the County, it does not relieve the County from crafting a final offer that reasonably reflects the impact of this factor. In other words, the "greatest weight" factor does not automatically entitle the Employer to prevail in interest arbitration.

Arbitrator Vernon who in his case with the County and AFSCME (Rolling Hills) was faced with the same arguments reasoned as follows:

> The Employer, if it is to rely on this factor, must produce meaningful evidence as to its relevancy on the economic and non-economic aspects of the final offers. Certainly an Employer must account for revenue limits in budgeting but it should also show in arbitration how these limits affect the reasonableness of the offers in all relevant senses including, but not limited to, affordability, economic prudence and the budgetary choices the adoption of the Union's offer would force. In this case, the Employer has not produced evidence persuasive enough to convince the

> Arbitrator that, as a matter of fact, this criteria should be the controlling factor in this instance.[3]

Arbitrator Brotslaw discussed the "greatest weight" criterion as follows:

> After reviewing the evidence provided to him, the arbitrator must conclude that the County is not affluent, as measured by any of the usual standards such as per capital income, property values, levy limits, etc. But it cannot and does not claim an "inability to pay," as contrasted with its declaration of a "disinclination to pay" based on the other arbitral standards it cites in support of its final offer. Consequently, the arbitrator must address their applicability to the major differences between the parties' final offers, e.g., health insurance, the respective wage offers, and the memorandums of agreement.[4]

Also important and must be considered by the Arbitrator is the factor of "greater weight". However, there is not much evidence relating to this factor. There is evidence to the financial condition of the County (its budget), but not much on the economic condition of the County. From the exhibits, the Arbitrator notes the following in the categories of Population Growth (April 2000-January 1, 2004), Unemployment Rate (2003), and Per Capita Income (1997-2002) comparing Monroe County with Jackson, Juneau and Vernon Counties.[5] The population growth for Monroe County was 4.2% as compared to 3%, 4.7% and 3.1% for Jackson, Juneau and Vernon Counties, respectively. The unemployment rate was 5.4% for Monroe County and 4.7%, 9% (approx.) and 5.4%, respectively. The per capita personal income increase for 1 and 5 years was 4% and 21.5% for Monroe County and 4.7% and 25.7%, and 3.3% and 21% and 3.4% and 22.7% for the comparable Jackson, Juneau and Vernon Counties respectively. The Arbitrator does not find the economic condition of the County to be such that the "grater weight" factor should control.

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[3] Ibid, p.12.

[4] See footnote 1, p.20.

[5] The parties agree that said counties are to be considered the appropriate comparables to Monroe County

Given the above, the undersigned concludes that other factors must be considered to determine the reasonableness of the two offers.

As stated above, the Arbitrator finds the two most relevant factors other than "greatest weight" and "greater weight" to be internal and external comparables. Unfortunately, however, there are no internal voluntary settlements to compare and evaluate the parties' final offers with. Externally, two of the three comparables are settled.

In evaluating the reasonableness of the parties' final offers, the two issues of wages and health insurance will be discussed together because they both are monetary items and, in the final analysis, the reasonableness of one depends on the reasonableness of the other. They should be considered as a package. The other issue, the Association's 30 cent/hr. shift differential proposal, while not unimportant, is not significant enough to alter the outcome of this case given the importance of the wage and health insurance issues.

In applying the external comparable criterion, there are two settlements available. In Jackson County, the parties in their 2005 and 2006 agreement settled for a step increase (2%) in 2005, a 2% wage increase on January 1, 2006, and a 1% wage increase on July 2006. No changes in health insurance were made. There currently is a $100/$300 deductible for health insurance.

In Juneau County, the record evidence of the parties' settlement is sketchy (Er. Ex. 16). The new top wage for 2005 is $16.31 and for 2006 it is increased to $16.66. The latter represents a 2.14% increase. The contract included a change to provide for a $500/$1000 deductible. However, an additional 35 cents per hour lift was added in 2006 as a quid pro quo for the acceptance of the deductible.

In Vernon County, the parties are in arbitration with the following final offers (Union Ex. 10 a): the Association is proposing a 3% wage increase in both 2005 and 2006 while the County has offered a 1% wage increase in 2005 to reflect a 3% total package in 2005 and a revision of 2005 wages in 2006 to reflect a 3% total package in 2006. Currently, there are no health insurance deductibles, but the county's final offer includes a proposal to establish a committee to explore implementing a deductible plan.

In the opinion of the Arbitrator, the information available of external comparables favors the Association's final offer. While the Association's offer is 1% higher in rate than the Jackson settlement and the County's offer is 1% less, the County's offer only generates an actual increase for the term of the agreement of 2 ½ % compared to 4 ½% in Jackson. While the Association's actual increase is high at 6%, it is more comparable to Jackson and more reasonable when the County's $250/$500 deductible is factored in and when compared to the COL of approximately 3%. Further, it does not alter its standing with the comparables. In Juneau County the Association received a 2% wage increase in 2006 plus an additional 2% (35 cents/hr.) lift for accepting a $250/$1000 deductible. It is a larger deductible, but the employees received what they thought was a fair quid pro quo. Here, nothing is offered for the change. In Vernon County both final offers call for a 3% increase each year, but they differ in that the Association's offer is for wages only and the County's is a total package offer. It appears that the Association's offer is more comparable because Vernon County's offer is closer to the Association's here than it is to the County's.

More important than the external comparables, however, are the internal comparables.[6] This is especially true when it comes to benefits. There are now three internal comparables (by way of arbitration awards) in at 2% wage increases for 2005 and 2006. It is likely that the remaining two AFSCME units will follow suit. The 2% increases are 1% a year lower than the Association's offer, but it maintains the health insurance at status quo with no deductibles. Accepting the County's offer would give this unit the same rate build up as the internal comparables, but an actual increase for the term of the contract of 1 ½ % less and with a $250/$500 deductible that the three internal comparables do not have and that likely the other AFSCME units will not have. If the deductible becomes necessary at the $500 level, it is equivalent to about 1 ¼% at the top rate.

The final offers of the parties, unfortunately, presents a problem that is all to often now the case in interest arbitration. That is, neither final offer is reasonable in the opinion of the arbitrator. The Association's for not recognizing a need for help in the area of health insurance and acknowledging the County's financial problems, and the Employer's for not offering a reasonable wage offer, in terms of the actual increase employees will receive during the term of the agreement, in conjunction with its proposed health insurance deductibles. Standing alone, the Arbitrator does not have a problem with the Employer's health insurance deductibles offer. In an attempt to reduce premium costs that has spiraled 276% in 10 years, the deductibles would reduce the premiums, on average, 4½%. The Employer's insurance offer is not unreasonable, especially given its financial condition. It is understandable that the County would like to take measures to limit the increase in premium costs. The Association should be equally concerned.

[6] This is so because of the whiplash effect of multiple bargaining units and the concern of fairness and the impact on the morale of employees who work for the same employer, but who are not treated the same. (Oconto Unified School District and OSSA/Bookkeepers, Paraprofessionals and Secretaries, Dec. No. 30295-A (Torosian, 10/02) and cases cited therein.

However, notwithstanding same, employees are asked to take an effective raise of only 1/2% in the first year and 2% the second. That would be on the lean side without a change in deductibles much less with a change. In the opinion of the Arbitrator, the Employer could successfully prevail in its health insurance proposal with a reasonable wage offer. But here the Employer seeks concessions from the employees in both wages and insurance. In the end, the Arbitrator finds the Association's final offer to be the more reasonable because it is closer to the internal comparables, maintains uniformity in fringe benefits (health insurance), and more comparable to the external comparables. The remaining criteria are not determinative.

Based on the forgoing facts and discussion, the Arbitrator renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful evaluation of the testimony, arguments, briefs of the parties and the record as a whole, the Arbitrator finds the Association's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the final offer of the Association be incorporated into the collective bargaining agreement between the parties for the 2005-2006 term.

Dated at Madison, Wisconsin this 16th day of December 2006. [2005]

Herman Torosian, Arbitrator