In the Matter of the Interest Arbitration Proceeding Between

LANGLADE COUNTY

And

LANGLADE COUNTY PROFESSIONAL EMPLOYEES, WISCONSIN COUNCIL 40, LOCAL 36-A, AFSCME, AFL-CIO

Case 106
No. 67316
Int/Arb 11006

Decision No. 32588-A

Appearances:

Mr. John J. Prentice, Simandl & Prentice, S.C., Suite 201, 20975 Swenson Avenue, Waukesha, Wisconsin, appearing on behalf of the County.

Mr. Dennis O'Brien, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 5590 Lassig Road, Rhinelander, Wisconsin, appearing on behalf of the Union.

This is a matter of final and binding interest arbitration pursuant to Section 111.77(6) of the Wisconsin Municipal Employment Relations Act for the purpose of resolving a collective bargaining impasse between the Langlade County Professional Employees, Local 36-A, Wisconsin Council 40, AFSCME, AFL-CIO, hereinafter referred to as the Union, and Langlade County, hereinafter referred to as the County. On September 24, 2007 the Union filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged an impasse existed between it and the County. On October 16, 2008, the Commission certified the parties' final offers. On December 8, 2008 the Commission issued an Order appointing the undersigned, Edmond J. Bielarczyk, Jr., as the Arbitrator in the matter. Hearing on the matter was held in Antigo, Wisconsin on February 19, 2009. Post hearing written arguments and reply briefs were received by July 8, 2009. Full consideration has been given to the statutory criteria and the evidence, testimony and arguments presented in rendering this Award.

FINAL OFFERS

In their respective final offers, hereby incorporated by reference into this decision, the parties disagreed on the following issues:

COUNTY'S FINAL OFFER

1. Article 8 (Sick Leave), Section F is amended to read:

   Work Related Injury: Any employee injured on the job shall, at his option, be allowed to use sick leave to supplement the difference between his Worker's Compensation benefits and his normal paycheck. The employee shall keep his Worker's Compensation check and receive the difference from the County. Said difference shall be deducted on a prorated basis from the employee's sick leave account so long as there remains a balance in the account. If no balance exists, this clause shall not apply.

   Employees absent from work on worker's compensation leave shall **not** accrue sick leave or vacation and the exception that the County shall maintain its contribution towards the cost of the employee's health insurance premiums for a maximum period of one year with respect to any particular worker's compensation injury while the employee is on worker's compensation leave.

4. Appendix "A" is amended to reflect:

   Effective January 1, 2008, 2% wage increase ATB
   Effective January 1, 2009, 2% wage increase ATB
   Plus .15 per/hour ATB for Social Workers
   Effective July 1, 2009, 1% wage increase ATB
   Effective January 1, 2010. 3% wage increase ATB

UNION"S FINAL OFFER

2. Appendix "A" is amended to reflect:

   Effective January 1, 2008, 2% wage increase ATB
   Effective January 1, 2009, 2% wage increase ATB
   Plus .15 per/hour ATB
   Effective July 1, 2009, 1% wage increase ATB
   Effective January 1, 2010. 3% wage increase ATB

STATUORY CRITERIA

Section 111.70(4)(cm) of the Municipal Employment Relations Act states in part:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures

authorized by the 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 expenditures 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.

7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitrator panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any other of the factors specified in 7r.

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 employer.
b. Stipulations of the parties.
c. The interest 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 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 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 performing 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, the continuity and stability of employment, and all other benefits received.
i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
j. 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.

POSITION OF THE PARTIES

The following is intended to be a brief general overview of the comprehensive initial and reply briefs filed by the parties. The Arbitrator has reviewed their briefs and the cases cited therein in detail and the Arbitrator has given full consideration to the statute, evidence, testimony and arguments presented in rendering this Award.

COUNTY'S POSITION

The County contends that while the instant matter only involves the difference of one-half of one percent wages and a relatively meaningless modification to the collective bargaining agreement, the matter began as a simple mistake and progressed to arbitration. The County argues the matter goes to the very core of the parties' collective bargaining relationship.

The County also contends the comparables are not in dispute: Forest County, Lincoln County, Marathon County, Menominee County, Oconto County, Oneida County, Shawano County and Taylor County. The County also contends the Union claimed at the hearing there was no internal settlement pattern, however, that the additional compensation being sought was equal to other elements of internal settlements. The County also points out the Union argued at the hearing that the Union's offer was warranted as catch-up. The County avers that during negotiations and mediation leading to the current impasse catch-up was only an issue for Social Workers and the Union did not seek wage increases beyond the increases agreed to by the County's other bargaining units.

The County also avers the Union's pursuit of an additional $0.15 per hour is the result of a simple clerical error. The County contends at mediation the parties agreed to an additional $0.15 per hour for the Social Workers. However, when the County drafted the settlement agreement the County did not specify the $0.15 was limited to Social Workers. At the hearing, Union President Joan Postler acknowledged she was aware the County's draft of the settlement was in error, that she discussed the matter with the County's Corporation Counsel Robin Stowe, and, that the Union voted to accept the incorrect draft even though the Union knew it was incorrect.

The County also contends the professional units wages have had no impact on attracting and retaining employees. The County does acknowledge it approached the Union on four (4) occasions to request that new hires be started at higher than the start rate, but points out this was due to the individual circumstances in each case. The County points out the requests weren't because the Social Workers are grossly underpaid but because of the circumstances. Here, the County points out three (3) of the new hires were former employees of the County with the fourth having extensive experience in another County. The County believed given these circumstances a higher rate of pay was appropriate. The County also points out that because of the arguments raised by the Union that Social Workers were underpaid the County agreed to the $0.15 per hour increase for Social Workers.

The County contends the proposed modification to Article 8, Section F actually reflects the status quo and it is an to correct an error made after the 2004-2005 negotiations when the word "not" was

omitted from the provision. The County points out the parties, during negotiations for subsequent collective bargaining agreements never negotiated to omit the word "not" from this provision.

Turing to the statutory criteria the County contends it is constrained by two tax levy limits and must comply with the strictest one. The County points out for 2009 the County tax levy will be limited by the statutory cap of 2% and further, that wages and fringe benefits are not excluded from the cap. The County acknowledges the economic conditions are not implicated in this matter. The County acknowledges Factors a, b, c, f, g, h, and i, do not determine the outcome of this matter and that it already has addressed Factor j. Under Factor d, internal comparables the County points out all other bargaining units agreed to the same across the board wage increase. The County also acknowledges the following differences:

Jailers and Dispatchers:	$0.05 increase in shift differential Increase in uniform allowance for part-time employees
Sheriff's Department:	$0.05 increase in shift differential
Highway Department:	Increase in uniform and boot allowance

The County also reclassified one position in the Highway Department and upgraded another position in Courthouse employees bargaining unit.

The County contends the external comparables do not support the Union's final offer. The County points out the Forester position is in the middle of the pact, only Oconto County pays Juvenile Officers more, and acknowledges it is near the bottom with respect to the MS Therapist position. However, the County avers the MS Therapist position has been vacant for ten (10) years with no intention of filling it. The County avers Public Health and Registered Nurses are in the middle. The County concludes there is no compelling need for catch-up.

In its reply brief, the County argues the statutory criteria supports the County's proposed changes to Article 8. The County directs the Arbitrator to Factors e and j, and argues not only is the proffered language change actually the status quo but that it is supported by the internal comparables. The County points to the language of the Corrections Officers/Dispatchers, Deputies, and Highway Department employees' collective bargaining agreement to support this argument. The County also avers the Union erroneously states the County did not seek the same change in the Courthouse employees' collective bargaining agreement. The County points to Corporation Counsel Stowe's testimony that the County did propose this change to the Courthouse employees but dropped it in achieving a voluntary settlement. The County concludes the change it seeks is supported by the facts, internal comparables, the practice of the parties, common sense and the statutory criteria.

The County points out there is an established settlement pattern with respect to the across the board increase and health insurance. The County, in acknowledging there were individual minor issues amongst the various internal settlements, argues such differences does not mean there was no internal settlement pattern. Further, that arbitral precedent does not require every internal settlement to be identical to establish an internal settlement pattern. In support thereof the County points to *Marquette County*, Decision No. 30595-A, 12/11/2003, wherein the arbitrator held increases for

certain members in other bargaining units were circumstances peculiar to each classification and despite minor deviations an internal settlement pattern existed.

The County also asserts the deviations in the internal settlements were integral to the settlements with the other bargaining units and were *quid pro quo* for items sought by the County. Further, the County avers the Union cannot argue there was no settlement pattern with respect to the across the board wage increase and health insurance. The County also argues the *City of Milwaukee*, Decision No. 32241-A, case cited by the Union is distinguishable from the instant matter as therein the arbitrator held the employer failed to offer the same *quid pro quo* as it did other bargaining units.

The County also contends the external comparables do not support the Union's final offer. The County points out the non-represented employees the Union argued are comparable are cherry picked professional positions without any evidentiary evidence in the record that would lead to a conclusion they are comparables. The County, in acknowledging there is some merit to the Union argument that the County's professional should be compared to other professionals, argues that the comparable counties have non-represented professionals performing comparable work. The County also contends a review of the comparables demonstrates Langlade County ranks where one would expect given its relative wealth in relation to the comparables. The County concludes neither offer would significantly change the rankings.

The County would have the Arbitrator select the County's final offer.

UNION'S POSITION

The Union contends it sought the status quo concerning Article 8, Sick Leave, Section F. The Union points to the testimony of Corporation Counsel Robin Stowe that this language was not the policy of the County and that if an employee claimed any vacation or sick leave accrual while on Worker's Compensation, the County would deny such a claim. The Union argues the post hearing evidence by the County to purportedly demonstrate the language in the current bargaining agreement was in error is an attempt to have the Arbitrator perform a function that should be left to a grievance arbitrator. In effect, the Union argues the County is asking the Arbitrator to alter the *status quo* without consideration of the statutory criteria. The Union argues the County is asking the Arbitrator to change the *status quo* and to do so the County must demonstrate the need to make such a change, that the change addresses that need and to offer a *quid pro quo*. The Union argues the County cannot justify the change in the final offer and that the appropriate forum for seeking such a change is grievance arbitration. The Union also points out the County settled the collective bargaining agreement with the Courthouse bargaining unit without achieving such a change.

The Union points out there are ten (10) employees in the bargaining unit, two (2) in the Forestry classification, six (6) in the Public Health Nurse and Registered Nurse classification, and two (2) in the Juvenile Officers classification. The Union costs the differences between the parties as follows:

2009	$2886
2010	$2972.58

Total $5858.58

The Union also contends Factors a, b, c, f, g, h, and i do not compel any argument, as they are unnecessary to resolve the instant matter.

The Union argues that during the hearing the County stated it did not intend to argue inability to pay but notes the County did take the position during negotiations that the County had nothing available for higher wage requests. The Union also acknowledges that construction of the County's exhibits demonstrates the County may choose to argue there are real budgetary obstacles the County faces that prevent it from meeting the Union's final offer. The Union, in acknowledging the County has statutory caps on property tax revenues, asserts the County has numerous revenue streams, such as jail fees for state prisons, forest timber sales, sales tax revenue, interest on County deposits, that are not capped. The Union avers any one of these revenue streams exceeds the Union's wage request. The Union concludes the County cannot support a claim it is unable to pay an extra $6,000.00 over two (2) years. The Union also points out that this amount is approximately .001% of the County's undesignated funds. The Union concludes there is no credible claim that the greatest weight factor should influence the instant matter.

The Union contends there is no internal settlement pattern. The Union acknowledges that if one existed the County's offer would command great weight. The Union argues there are significant differences between the internal settlements. In support of its position the Union points to *Milwaukee County*, Dec. No. 32241-A, 7/20/2008 wherein the arbitrator determined that to establish an internal settlement pattern not only must the wage offers be consistent, so must other aspects of the employer's offer, particularly those that have a financial impact. The Union concedes that wages and health insurance are the same in all the bargaining units. The Union argues the significant differences are as follows:

Highway Department:	During summer 10 hour work day a sick day is paid at 10 hours.
	Boot allowance, $50 increase in 2008 and $50 increase in 2009.
	Roller Man Equipment Operator moved from Range 3 to 1.
	Continuation of 10 work day.
Sheriff's Department:	Increase sick leave accumulation from 8 hours per month to 12.
	$100 increase in clothing allowance.
	Increase second shift differential from $0.20 to $0.25.
	Pay for sick leave for hours normally worked.
	Upon retirement contribute unused sick leave, holiday, comp-time and vacation time to VEBA account
Correctional Officers:	Increase sick leave accumulation from 8 hours per month to 12.
	Increase second shift differential from $0.20 to $0.25.
	Increase clothing allowance $150 for those employees who work as part-time deputies.
	Use of classification seniority for shift preference.
Courthouse:	Benefit Specialist moved from grade 3 to grade 4.

The Union concludes the differences demonstrate there is no internal settlement pattern. The Union also argues that the County's restriction to just the Social Workers invites internal resentments.

The Union also contends the Union's final offer is supported by the external comparables. The Union argues that as the bargaining unit is composed of professional employees it is inappropriate to compare them to non-professional employees. In support of its contention the Union points to *Langlade County*, Dec. No. 28106-A. The Union argues that the external comparables do not all have the same positions, specifically Foresters, Juvenile Officers and Nurses, and some of the external comparables assign duties performed by these classifications to non-professionals. The Union identifies the following comparables for these positions:

Forester:	Forrest	$25.24	
	Lincoln	$24.11	
	Marathon	$25.66 (08)	
	Oconto	$23.48	
	Price	$20.98	
	Average	$23.88	
	Union	$21.68	
	County	$21.53	
Juvenile Officer	Oconto	$25.52	
	Oneida	$22.20 (08)	
	Taylor	$23.02	
	Average	$23.58	
	Union	$22.52	
	County	$22.37	
	Marathon	$19.53	(County Ex. Page 00146)
Public Heath Nurse:	Forrest	$22.05	
	Lincoln	$25.41	
	Marathon	$27.05	
	Oconto	$25.52	
	Oneida	$28.07	
	Price	$23.76	
	Shawano	$24.08 (08)	
	Taylor	$22.42	
	Average	$24.80	
	Union	$24.23	
	County	$24.08	
Registered Nurse:	HSC	$29.13	Human Health Center (Oneida, Forest, and Vilas Counties)
	Price	$22.14	
	Taylor	$21.54	
	Average	$23.79	
	Union	$21.76	
	County	$21.61	
	Shawano	$22.42	(County Ex. Page 00149)
Master Degree Therapist:	HSC	$25.52	

Marathon	$26.95	Serves Marathon, Lincoln and Langlade
Oconto	$25.52	
Shawano	$26.22	
Taylor	$29.70	
Average	$26.78	
Union	$25.36	
County	$25.21	

The Union concludes these comparables demonstrate favor selection of the Union's final offer.

The Union argues that the Union, along with other employees of the County, reached a basic agreement with the County concerning wages and health insurance. The Union also sought a wage increase for Social Workers as a condition of settlement as this classification's wages substantially lagged behind the wage levels of the external counties. The Union asserts it never agreed to the $0.15 per hour increase limited to only Social Workers. The Union contends it viewed the offer of $0.15 per hour for all employees as a legitimate offer and presented this to employees who voted to accept it. The Union acknowledges that the Union's President attempted to verify the offer with the County's Corporation Counsel, but avers the Union was advised the offer was a mistake after the Union voted to accept it. The Union argues it is commonly accepted that arbitrators may place the parties where they would be if there had been sufficient time to get there. The Union does not claim there was a tentative agreement to pay $0.15 to all positions. The Union does claim the mistaken offer, the acceptance of it by the Union, and the foregoing arguments clearly demonstrates the Union's final offer is more reasonable.

In its reply brief, the Union acknowledges it agreed to the same across the board increase as other County employees, however, stresses the elements beyond wages and health insurance demonstrate there is no internal consistency. The Union argues these elements are monetary and extra compensation. The Union avers it is only seeking what the other units received. The Union also argues the additional employers (the Human Service Center and the North Central Health Center) it added to the comparable group are funded by taxes from the comparables. The Union points out it is a commonly accepted that professional employees are included in a larger labor market than non-professional employees.

The Union argues that the other bargaining units settlements contained elements that "sweetened the deal". The Union argues that the County's claim that improvement in a late agreement on substantially better terms would chill early agreement efforts, it is equally true the Union should not be penalized simply because it failed to agree before the others. The Union notes shift differentials, clothing/uniform allowance adjustments and position reclassification are not available to professional employees. The Union argues the $0.15 for all employees is not a better deal, simply an attempt to make the instant matter more like the other settlements.

The Union also argues the County misstates the testimony of the Union President and Corporation Counsel when it claims that the Union President acknowledged that offer of $0.15 was a mistake. The Union argues the Union President requested that the Corporation Counsel verify the offer before she took it for a vote and that the Corporation Counsel had not actually checked the offer. The

Union also claims that while it never proposed an across the board $0.15 for all employees, it did propose a $0.50 per hour for social workers and the County proposed $0.15 per hour for social workers.

The Union would have the Arbitrator select the Union's final offer.

DISCUSSION

At the onset the Arbitrator finds the parties have acknowledged that Factors a, b, c, f, g, h, and i of Section 111.70 (4) (cm) 7r., are not depository in the instant matter. Therefore, as the parties did not submit any arguments or evidence concerning these Factors the Arbitrator concludes do not favor the selection of either final offer. The Municipal Employment Relations Act states arbitrators shall consider and give the greatest weight to any enactment that places limitations on expenditures that may be made or revenues that may be collected by the municipal employer. The Municipal Employment Relations Act also states the Arbitrator shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the other factors. These two factors are the primary factors an arbitrator is to consider when determining the selection of a final offer. Herein, the County acknowledged at the hearing it does not have an inability to pay if the Arbitrator selects the Union's final offer. While the County did point to the levy limits imposed upon the County by the State of Wisconsin as an argument for selection of the County's final offer, as the Union has pointed out, the County does have other sources of revenue. The record also demonstrates the amount of money in dispute, $2886 in 2009 and $2973 in 2010 is not a very significant amount. Both parties acknowledged this in their oral and written arguments. Given the above the Arbitrator finds these two factors do not favor selection of either final offer.

Both parties acknowledged that the a previous arbitration award, *Langlade County*, Dec. No. 28106-A, (3/95) established comparables for the parties. These are Forest County, Lincoln County, Marathon County, Menominee County, Oconto County, Oneida County, Shawano County and Taylor County. Factors d and e direct arbitrators to compare the wages, hours and conditions of employment to those of employees providing similar services and those of employees in public employment in the same community and in comparable communities. Herein the County seeks a change In Article 8, Sick Leave, Section F. Neither party presented any arguments concerning external comparables. Of the internal comparables the record demonstrates the Correction Officers/Dispatchers, Sheriff's Deputies, and Highway Department bargaining units have the same language as proposed by the County. Only the Courthouse unit does not. The record demonstrates the County reached an agreement with the Courthouse employees covering the same duration of the collective bargaining agreement without the change. Given that three of the four internal comparables have the same language as the languagesought by the County the Arbitrator finds the comparable factors favor selection of the County's final offer.

Factor j requires the Arbitrator to take into consideration elements that are normally taken into consideration in determining wages, hours and conditions of employment. The County has argued it is merely attempting to correct an error that occurred when the parties drafted the 2006-2008 collective bargaining agreement. The Union has argued that the correction of the error

claimed by the County is not appropriate for interest arbitration but should be handled in another forum, grievance arbitration. The Arbitrator disagrees with the Union's argument. If the matter were ever brought before a grievance arbitrator the Union could raise the argument that the County failed to change the contested language during negotiations and that the County is therefore bound by the clear meaning of the language. The Union could also argue that the matter was clearly discussed during negotiations and the County voluntarily made the decision to settle the collective bargaining agreement leaving the contested language unchanged. In effect, the Union could claim in grievance arbitration that it opposed the language change sought by the County and the County therefore waived any bargaining history arguments when the County chose to settle the agreement without changing the language. Such a fact would carry great weight in determining the outcome of the grievance arbitration. Therefore, the Arbitrator finds interest arbitration is an appropriate forum to correct an alleged error in the drafting of the previous collective bargaining agreement.

The record also demonstrates that during the negotiations that culminated into the 2006-2008 collective bargaining agreement neither party raised an issue concerning Article 8, section F. Thus, the language in the 2006-2008 collective bargaining agreement should have been identical to the 2004-2005 collective bargaining agreement. A careful review of the 2004-2005 collective bargaining agreement demonstrates the language is identical to the change sought by the County. Therefore, the Arbitrator concludes this factor favors selection of the County's final offer.

The parties do not dispute the costing of the differences in the party's final offers. As noted above this is approximately $6000 spread over two (2) years amongst ten (10) employees. Factors d and e direct arbitrators to compare the wages, hours and conditions of employment to those of employees providing similar services and those of employees in public employment in the same community and in comparable communities. Of the five (6) counties that have a Forester classification, Langlade ranks fifth and neither final offer changes Langlade's ranking. Of the five (5) counties that have a Juvenile Officer classification, Langlade ranks forth and neither final offer changes Langlade's ranking. Of the eight (8) counties that have a Public Health Nurse classification, Langlade ranks fifth and neither final offer changes Langlade's ranking. Langlade ranks last amongst the Register Nurse classification and would advance beyond the unrepresented Forest County employees by $0.01 under the Union's final offer and would remain last under the County's final offer. The Master Degree Therapist is currently unfilled and has been for the previous ten (10) years. The Union did not dispute the County's assertion the County does not ever intend to fill the vacant position. Therefore, the Arbitrator will not address the Master Degree Therapist issue.

A careful review of the above comparables demonstrates that Langlade County ranks below the wage averages for all of the positions. The Union argued that the internal comparables do not establish a pattern that favors selection of the County's final offer; arguing the distinctive elements in the internal comparables do establish a pattern for selection of the Union's final offer. The Arbitrator disagrees with the Union's conclusion. The effect of the Union's final offer provides approximately a $300 increase in 2009 and a $300 increase in 2010 for a total of approximately $600 per employee for the ten (10) effected employees. The Courthouse employees did not receive a distinctive element that applied to all employees. The Highway department settlement contains only one element that applies to all employees, the clothing

allowance, and this amounts to only $250 over the life of the agreement. The Sheriff's Department employees received an increase in clothing allowance ($100 per year or $300 over the life of the agreement) and an increase in their shift differential of $0.05. The Arbitrator estimates that if an average employee in the Sheriff's Department received this for at least half of their work hours it would only amount to $52 per year (1040 x $0.05 = $52) or $156 over the life of the collective bargaining agreement. This would total approximately $456 over the life of the collective bargaining agreement. The Correctional Officer/Dispatcher settlement provided for an additional $150 per year clothing allowance, or $450 over the life of the agreement. However, this only applies to those employees who work as part-time deputies and therefore is not an across the board increase. The Correctional Officer/Dispatcher settlement also provided for a second shift differential increase of $0.05. As noted above, this would amount at most approximately $150 over the life of the agreement. The Arbitrator concludes the approximately $600 per affected employee the Union is seeking is significantly higher than the other internal settlements, particularly when the Courthouse settlement did not contain an element that provided a monetary improvement for all Courthouse employees. Given the above the Arbitrator finds the internal settlements favor selection of the County's final. The Arbitrator concludes that based upon the above the comparable factor slightly favors selection of the County's final offer.

Factor j requires the Arbitrator to take into consideration elements that are normally taken into consideration in determining wages, hours and conditions of employment. The record demonstrates the Union did not raise the issue of a $0.15 increase for all employees until it submitted its final offer. Thus, the parties never discussed the question of comparables as it would apply to the disputed classifications. The County never had the opportunity to respond to the Union's arguments until the submission of briefs. While the Arbitrator would agree the Union has arguments that may justify "catch-up" wage increases for the disputed classifications, particularly those where the County ranks last, such arguments should be initiated at the bargaining table, not before the Arbitrator. Thus, to select the Union's final offer would in effect provide the Union with a gain it did not seek during negotiations. Further, the County may have, during the give and take of negotiations, voluntarily agreed to some of the increases the Union seeks for the disputed positions. The Arbitrator also notes here that because the Union did not raise the matter of the other classifications at the negotiations table, the Union, in its deliberations, chose to limit its "catch-up" arguments to one classification, and in effect decided to reserve its arguments concerning the other classifications to subsequent bargains. Such a strategy in bargaining is not unusual as it recognizes employers have limited resources during each round of bargaining. The Arbitrator notes here that the record demonstrates the Union's last offer to the County was $0.50 across the board for Social Workers. Had the Union submitted this for a final offer, and, had the comparables demonstrated a need for such a "catch-up" a different result could have occurred. The Arbitrator is aware the Union was upset when the "error" submitted by the County and ratified by the membership was rejected by the County. In effect, the Union's final offer can be deemed by the County as punishment for not agreeing to the "error" proposal. Nevertheless, the change made by the Union to apply the $0.15 to all employees when such an issue was never raised in negotiations leads to a conclusion that this factor favors selection of the Union's final offer.

Therefore, based upon the above and foregoing, only the external comparability factor with

respect to wages slightly favors selection of the Union's final offer. The other factors discussed above favor selection of the County's final offer with respect to the language change and wages. Based upon the above and foregoing the Arbitrator concludes, after full consideration of the testimony, exhibits and arguments of the parties and their relevance to the statutory criteria of 111.70(4)(cm)7, that the County's final offer shall be incorporated into the 2008-2010 collective bargaining agreement.

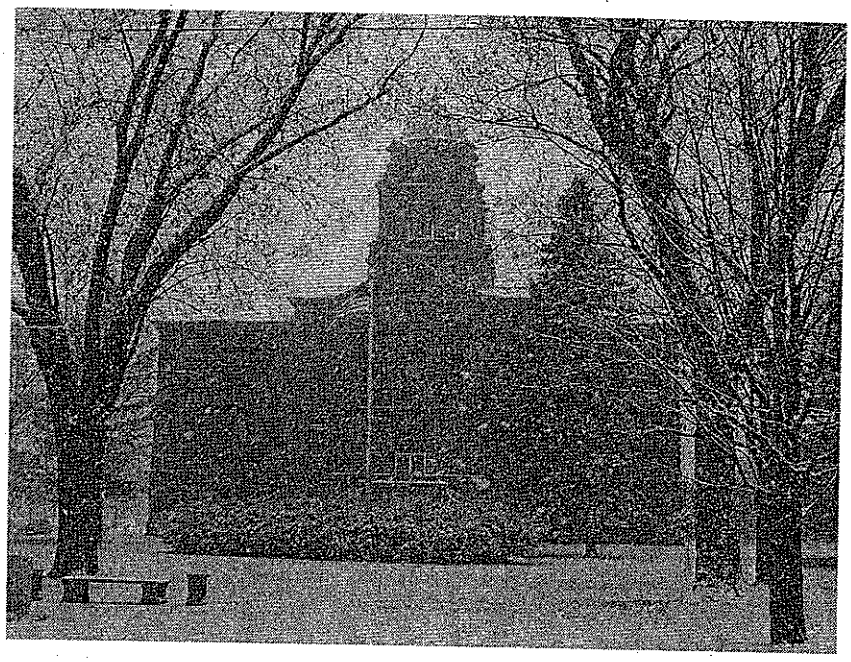
AWARD

Having considered all the statutory factors, and all the evidence, testimony and arguments presented by the parties, the County's final offer is more reasonable than the Union's final offer. The parties are directed to incorporate the County's final offer into their 2008-2010 collective bargaining agreement.

Dated at Sun Prairie, Wisconsin, this 9th day of September 2009.

Edmond J. Bielarczyk, Jr., Arbitrator

EJB/mmb



FINAL OFFER OF LANGLADE COUNTY TO THE LANGLADE COUNTY PROFESSIONAL EMPLOYEES, LOCAL 36-A, AFSCME

October 2, 2008

1. Article 8 (Sick Leave), section F, is amended to read:

Work Related Injury: Any employee injured on the job shall, at his option, be allowed to use sick leave to supplement the difference between his Worker's Compensation benefits and his normal paycheck. The employee shall keep his Worker's Compensation check and receive the difference from the County. Said difference shall be deducted on a prorated basis from the employee's sick leave account so long as there remains a balance in the account. If no balance exists, this clause shall not apply.

Employees absent from work on worker's compensation leave shall not accrue sick leave or vacation and the exception that the County shall maintain its contribution towards the cost of the employee's health insurance premiums for a maximum period of one year with respect to any particular worker's compensation injury while the employee is on worker's compensation leave.

Langlade County Reserves the Right to Add to, Delete or Modify This Offer

2. **Article 13 (Insurance), section A, is amended to reflect changes recommended by the Health Insurance Advisory Committee.**

* Annual chiropractic cap at $1,200 per plan participant.
* ProCert® no longer required.
* Remove cap in brand (single source) drugs.
* Wellness paid at 100%

3. **Article 24 (Duration) is amended to read:**

This Agreement shall become effective upon execution by the parties and remain in full force and effect through December 31, 2010 ~~2007~~, and shall automatically renew itself from year to year unless either party notifies the other in writing prior to August 15th of any year that it wishes to negotiate changes in this Agreement. Wages and other monetary benefits shall be effective on the dates listed in the Agreement.

4. **Appendix "A" is amended to reflect:**

Effective January 1, 2008, 2% wage increase ATB

Effective January 1, 2009, 2% wage increase; plus .15 per/hour ATB for Social Workers

Effective July 1, 2009, 1 wage increase % ATB

Effective January 1, 2010, 3% wage increase ATB

5. **Status quo on the balance of the contract.**

FINAL OFFER OF LANGLADE COUNTY PROFESSIONAL EMPLOYEES, LOCAL 36-A, AFSCME
TO
LANGLADE COUNTY

1. **Article 13 (Insurance), section A, is amended to reflect changes recommended by the Health Insurance Advisory Committee.**

   * Annual chiropractic cap at $1,200 per plan participant.
   * ProCert® no longer required.
   * Remove cap in brand (single source) drugs.
   * Wellness paid at 100%

2. **Article 24 (Duration) is amended to read:**

   This Agreement shall become effective upon execution by the parties and remain in full force and effect through December 31, 2010 ~~2007~~, and shall automatically renew itself from year to year unless either party notifies the other in writing prior to August 15th of any year that it wishes to negotiate changes in this Agreement. Wages and other monetary benefits shall be effective on the dates listed in the Agreement.

3. **Appendix "A" is amended to reflect:**

   Effective January 1, 2008, 2% wage increase ATB
   Effective January 1, 2009, 2% wage increase plus .15 per/hour ATB
   Effective July 1, 2009, 1 wage increase % ATB
   Effective January 1, 2010, 3% wage increase ATB

4. **Status quo on the balance of the contract.**