
In the matter of the Interest Arbitration Proceeding Between

SHAWANO COUNTY
And
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
CIVILIAN EMPLOYEE RELATIONS DIVISION

Case 182
No. 69280
INT/ARB-11420

Decision No. 33166-A

Appearances:

Mr. Andrew T. Phillips, Phillips Borowski, S.C., 10140 N. Port Washington Road, Mequon, Wisconsin 53092, appearing on behalf of the County.

Mr. Richard Terry, Executive Director, RWT Strategies, LLC, 6111 Rivercrest Drive, McFarland, Wisconsin 53558, appearing on behalf of the Association.

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employees Relations Act (MERA) for the purpose of resolving a collective bargaining impasse between Shawano County, hereinafter referred to as the County, and the Wisconsin Professional Police Association, Civilian Employee Relations Division, hereinafter referred to as the Association. On October 29, 2009 the Association filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging an impasse existed between the County and the Association. An investigation was conducted by a member of the Commission's staff and on December 7, 2010 the Commission issued Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration. On January 6, 2011 the Commission issued an Order appointing Edmond J. Bielarczyk, Jr., as the Arbitrator in the matter. Hearing on the matter was held in Shawano, Wisconsin on March 16, 2011.

FINAL OFFERS

In their respective final offers, hereby incorporated herein, the parties disagreed on the following issue:

COUNTY'S FINAL OFFER

Section F. (2) Trades can be done in increments of four hours or full shift. All trades must be completed within thirty (30) days of the date of the initial shift traded.

UNION'S FINAL OFFER

Status Quo

(Section F. (2) Trades can be done in increments of one (1) hour or full shift.)

DISCUSSION

At the onset of the hearing the Association stated it did not dispute the County's offer and did not contest the instant matter. The County desired to proceed and presented evidence and testimony concerning its final offer. Shawano County Luitenant Gregory Nelson testified that under the current language in the collective bargaining agreement concerning Shift Trades (Union's Final Offer) trades cannot be denied if the trade meets the collective bargaining agreements requirements, e.g., two employees have to agree on the dates, have to have exhausted paid time off, must have minimum staffing, doesn't trigger overtime. Nelson further testified that the change sought by the County would ease administration; improve continuity, security and communications; and lessen shift interruptions. Nelson also testified that in 2009 there were 395 entries on time cards related to trades. The Union did not cross examine Nelson. The County requested to brief the matter. The Arbitrator denied the request and informed the parties that given the Association's decision not to contest the matter that the Arbitrator would direct the parties to incorporate the County's final offer into the 2010-2011 collective bargaining agreement.

Therefore, based upon the above and foregoing, after full consideration of the testimony, evidence and arguments presented and their relevance to the statutory criteria of 111.70(4) (cm) 7, the Arbitrator concludes the County's Final Offer shall be incorporated into the 2010-2011 collective bargaining agreement.

AWARD

The parties are directed to incorporate the County's Final Offer into the 2010-2011 collective bargaining agreement.

Edmond J. Bielarczyk, Jr.
Arbitrator

Dated at Sun Prairie, Wisconsin, this 21st day of March, 2011.

APPENDIX "A"

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition for Final and Binding Arbitration

Between the
County of Shawano
and

Shawano County Correctional Officers Association, Local 128

Of the Wisconsin Professional Police Association/Civilian Employee Relations Division

FINAL OFFER OF SHAWANO COUNTY

SHAWANO COUNTY RESERVES THE RIGHT TO AMEND, MODIFY, OR WITHDRAW THIS PROPOSAL UNTIL SUCH TIME AS FINAL OFFERS ARE CERTIFIED.

Shawano County ("County") hereby presents its Final Offer on all issues in dispute for a successor collective bargaining agreement ("Agreement") between the parties. The terms of the Agreement offered by the County are as follows:

- All terms of the 2007-2009 collective bargaining agreement between the parties, including all appendices of the 07-09 agreement, shall remain in full force and effect unless the terms are revised or eliminated by this Final Offer.
- The duration of the Agreement under Article 33 shall be from January 1, 2010 to December 31, 2011.
- Replace all references to "corporal" with "sergeant." Replace all references to "sergeant" with "lieutenant."
- Revise Article 18—Normal Schedule of Work—Overtime, Section F (Shift Trades), as follows:
 - Shift Trades: Employees may schedule and trade shifts or hours of work with other bargaining unit employees according to the following provisions:
 - Trades can be done in increments of four (4) hours to 8.25 hours or full dayshift. All trades must be completed within thirty (30) days of the date of the initial shift traded.
 - Pre-approval for trades is required. Trades will not be approved if they would cause overtime. Such approval is given by the shift sergeant or facility sergeant lieutenant or shift OIC; administration is not to be asked for approval unless the aforementioned personnel are unavailable.
- Should an employee that is scheduled to work for another employee due to a trade take PTO day on such trade day, the employee shall produce a doctor's note certifying an illness or other reason for absence if overtime is created as a result of the employee taking the PTO day.
- Create Section G (Light Duty) under Article 18, as follows:
 - Light Duty: In the event an employee is working "light duty" due to a work-related injury/illness or a non-work related injury/illness and that shift needs to bring in another employee of the same gender on overtime because the employee working light duty cannot fulfill all the duties associated with an able-bodied employee, the employee working light duty will be sent home.
- Revise Article 32 – Paid Time Off (PTO) by deleting the second to last bullet under Usage and Authorization (starting with phrase "To maintain maximum work integrity...") and inserting the following language in its place:

One (1) week of continuous paid time off (PTO) must be used annually after two (2) years of employment, except in circumstances approved by the Department Head. Employees requesting a 1st priority week must submit the request to the employer by January 15th. These priority weeks will be granted on a seniority basis. Any PTO priority week(s) and time off requests that are less than one (1) week for the time period between January 1st and January 15th may be submitted by December 15th of the previous year and granted on a seniority basis.
- Revise Appendix A to reflect the following: 1% across the board wage increase effective 1-1-10; 2% across the board wage increase effective 7-1-10; 1% across the board wage increase effective 1-1-11; and 2% across the board wage increase effective 7-1-11.

8. Revise Appendix B as follows:

Prescription Drugs	Co-pay Maximum
	\$250 500 Individual
	\$499 1,000 Family

The County reserves the right to amend, modify or withdraw this offer until such time as final offers are certified.

Dated this 2nd day of September, 2010.

/s/

For the County

As per X "B"

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of a Negotiation Dispute

Between

Shawano County Correctional Officers Association
Wisconsin Professional Police Association
Civilian Employees Relations Division

And

County of Shawano

Case #182 No. 69280 INT/ARB-11420

FINAL OFFER (August 25, 2010)

The Association proposes that all provisions of the 2007-2009 Agreement except as modified by the Tentative Agreements and by this final offer be included in the successor Agreement for the term of January 1, 2010 through December 31, 2011.

1/Replace all references to "Corporal" with "Sergeant." Replace all references to "Sergeant" with Lieutenant."

2/ARTICLE 18 - NORMAL SCHEDULE OF WORK-OVERTIME: (pg. 15) Amend F. #7 as follows:

Should an employee that is scheduled to work for another employee due to a trade take a PTO day on such trade day, the employee shall produce a doctors note certifying an illness or other reason for absence if overtime is created as a result of the employee taking the PTO day.

3/ARTICLE 18 - NORMAL SCHEDULE OF WORK-OVERTIME: (pg. 17) Create new Section G (Light Duty) as follows:

G. Light Duty: In the event an employee is working "Light Duty" due to a work-related injury/illness or a non-work injury/illness and that shift needs to bring in another employee of the same gender on overtime because the employee working light duty cannot fulfill all the duties associated with an able bodied employee, the employee working the light duty will be sent home.

4/ARTICLE 32 - PAID TIME OFF (PTO) (pg. 23-24) Revise third to last bullet under Usage and Authorization to read as follows:

One (1) week of continuous paid time off (PTO) must be used annually after two (2) years of employment, except in circumstances approved by the Department Head. Employees requesting a 1st priority week must submit the request to the Employer by January 15th. These priority weeks will be granted on a seniority basis. Any PTO priority week(s) and time off requests that are less than one (1) week for the time period between January 1st and January 15th may be submitted by December 15th of the previous year and granted on a seniority basis.

5/ARTICLE 33 - DURATION OF AGREEMENT (pg. 27) Modify A. as follows:

Term: This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect through December 31, 2011, and shall renew itself

6/APPENDIX "A" - WAGE SCHEDULE (pg. 28) Modify as follows:

January 1, 2010	ATB increase of 1.0%
July 1, 2010	ATB increase of 2.0%
January 1, 2011	ATB increase of 1.0%
July 1, 2011	ATB increase of 2.0%

7/APPENDIX "B" (pg. 29) Modify as follows:

Prescription Drugs:	Co-Pay Maximum
	<u>\$250</u> <u>\$500</u> Individual
	<u>\$500</u> <u>\$1,000</u> Family