STATE OF WISCONSIN

BEFORE THE MEDIATOR-ARBITRATOR

In the Matter of Arbitration Between

SHAWANO COUNTY MAPLE LANE HEALTH CARE CENTER EMPLOYEES UNION LOCAL 2648, AFSCME, AFL-CIO

and

SHAWANO COUNTY (MAPLE LANE HEALTH CARE CENTER)

Case 59
No. 36056 MED/ARB-3657
Decision No. 23399-A

Arbitrator:
Gordon Haferbecker

APPEARANCES:

James W. Miller, Staff Representative, Wisconsin Council 40, AFSCME, on behalf of the Union.

James R. Habeck, Shawano County Corporation Counsel, on behalf of the County/Employer.

BACKGROUND

This dispute concerns the negotiation for a new collective bargaining contract between the parties to replace their old contract which expired January 1, 1986.

The parties exchanged their initial proposals on October 7, 1985 and met thereafter on two occasions in an effort to reach an accord. On November 15, 1985, the Union filed a petition with the WERC requesting Mediation-Arbitration pursuant to the Statutes. On January 22, 1986, Sharon A. Gallagher, a member of the Commission staff, conducted an investigation which revealed that the parties were deadlocked in their negotiations. On March 13, 1986, the parties submitted their final offers and Investigator Gallagher notified the Commission that the parties remained at impasse. On April 3, 1986, the Commission submitted a panel of arbitrators to the parties. Gordon Haferbecker of Stevens Point was selected Mediator-Arbitrator by the parties. The Mediator-Arbitrator was notified of his selection on April 7, 1986.

A mediation session was conducted by the Mediator-Arbitrator with an assistant on June 19, 1986 at 1:00 p.m. The mediation was not successful and an arbitration hearing was held the same afternoon. At that hearing exhibits were presented and testimony was heard. It was agreed that briefs would be submitted to the Arbitrator on July 18, 1986 and that the cut-off date for corrections, background material, and additional exhibits would be approximately one week after the hearing.

The day following the hearing, the Mediator-Arbitrator wrote the parties to inquire if they would be interested in considering a settlement proposal in the form of a Consent Award. The parties agreed to review such a proposal from the Mediator-Arbitrator. On July 10, 1986 the Mediator-Arbitrator submitted a draft Consent Award to the parties for their approval. On July 26, 1986 the parties informed the Mediator-Arbitrator that they had rejected the proposal. The parties then agreed to exchange briefs no later than August 29, 1986. On August 30, 1986 the Arbitrator received briefs from both parties as well as 2 additional, uncontested exhibits from the Union. On August 30, 1986, the record was closed.

ISSUES

This is a very complex dispute that involves many issues that are both economic in nature as well as contract language issues that relate to benefits and working conditions. In order to present the issues,

positions and discussions in an organized fashion, the items will be arranged under the headings of: economic-direct, economic-contingent, and language[1].

ECONOMIC-DIRECT.

Wages. The Employer is offering a 2% wage increase effective 1/1/86 and the Union offers a 3% wage increase effective 1/1/86 and an additional 2% increase effective 7/1/86.

Meal Cost. The Employer proposes an increase in the cost of an employee meal from $1.50 to $1.75 while the Union favors the status quo.

The Union makes proposals on the following items while the Employer proposes no change in the status quo on these items:

W.R.F. Contribution. Increase in the contribution the Employer pays to the Wisconsin Retirement Fund (W.R.F.) from 5% to 6% effective 1/1/86.

Holidays. Add an additional one-half paid holiday.

ECONOMIC-CONTINGENT

Sick Leave. Language which reduces the elegibility of sick leave pay from 12 months employment to 6 months.

Overtime. Language changes which would require overtime pay for required double shift work, and overtime pay for any time (either worked or other) beyond 80 hours in a pay period;

Part-time Workers. Language changes establishing new definitions of different types of employees including the reduction of the eligibility criteria for part-time workers for many benefits (health insurance, etc.) from 32 to 20 hours per week.

Step-rate Increases. Change the time a scheduled step increase is granted from the first of the month following the employee's anniversary date to the employee's anniversary date.

LANGUAGE.

Perfect Attendance Leave. Language which adds a Perfect Attendance Leave Program to the contract.

Investigations. Eliminate current language directing employees to cooperate with management in investigations.

Compensatory Time. Add language relating to compensatory time which would establish a compensatory time policy.

Grievance Procedure. Changes in the current grievance procedures which replaces a tripartite arbitration panel with the appointment of a WERC arbitrator.

Job Postings. The addition of language which requires added information in job postings, and the removal of language which allows the Employer to deviate from job postings.

Seniority. Deletion of language relating to seniority application where it does not materially affect the efficient operation of the Maple Lane Health Care Center (Center).

Vacations. Changes in language relating to the way vacations can be taken.

Fair Share. Language changes which require the Employer to deduct union dues from all employees.

Every Other Weekend Off. Language addition requiring Employer to give employees every other weekend off.

The final offers of both parties are attached as Appendix A.

The Union, in passing, raised an issue of the Employer's offer being flawed by not including an effective date on the wage increase. It is the

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[1]The placement of issues into the "language" category should not be interpreted to mean the Arbitrator thinks these items may not in fact have some economic impact upon the employer at some point, but only that they appear to be more in the class of "language" items than in the class of substantially "economic" items.

Arbitrator's opinion that it was the Employer's intent to make this 2% wage increase effective January 1, 1986, that is, retroactive from the first of the year. I base this on this statement in the Employer's brief (p. 2): "Under the employer's plan, Union members would receive a 2% wage increase retroactive to January 1, 1986." While the Arbitrator is not authorized to amend the final offers of the parties, for the purposes of interpretation of this Arbitration Award, the parties should consider the Employer's wage offer to be retroactive to January 1, 1986.

SUMMARY OF PARTIES' POSITIONS

The parties, at the arbitration hearing and subsequent to it, provided sufficient evidence for the Arbitrator to consider. The Union submitted 19 exhibits and the District presented 26 exhibits; many of both parties' exhibits were multi-page documents. Each presented arguments for their case in the form of briefs submitted after the hearing. In the briefs, both parties stressed the importance of the wage issue, and the Union placed additional emphasis on its language change proposals. It is not practical for the Arbitrator to review in detail all of the data and every argument presented by the parties, but I will attempt to include the most important material.

Because of the complexity of this case and the numerous language items, the Arbitrator will present in this section a general summary of the over-all positions of the parties. Then, in the next section (Discussion), I will, by item as delineated above, present first, the specific position of each party and then, a discussion of the merits of each position on the item.

Union's Position.

The Union argues that, concerning the wage increase, it has met the burden of proof to justify the wage increases it proposes. The Union maintains that the Employer's offer is below the cost of living and that the wages paid to other employees doing similar work in the comparable counties surrounding Shawano are paid higher than those employees doing the same type of work at the Center. The Union believes that it has met the burden of proof on internal comparables which shows that employees in the Courthouse, Highway and Sheriff's Departments are paid higher than those employees doing the same type of work at the Center. The Union believes, and shows in its exhibits, that the Employer is attempting to treat its employees at the Center in a manner not consistent with their treatment of other departments within the County in such things as: part-time worker benefits, perfect attendance provisions, compensatory time off, and holidays. The Union argues that the Employer refuses to negotiate out of the contract out-dated and problem-causing language which does not reflect the current practice for such things as: weekend scheduling, meals, definitions of employee types, and investigations. The Union maintains that it has met its burden of proof and has justified its position in accordance with the criteria set forth in the Statutes and requests the Arbitrator to find its offer more reasonable and to choose its offer to be incorporated into the parties contract for 1986.

Employer's Position.

The County argues that, based upon comparisons with geographically comparable public care facilities, the wage increase offered by the Employer is in line with that of its neighbors, and will not alter the relative ranking of the County among the comparable units. The Employer's offer of 2% will keep the Center employees well ahead of the wages received in comparable private facilities in the Shawano area. But mostly, Shawano County is not in the financial position to increase funding to support any excessive proposed increase, even though above average increases have occurred in the past years. The County argues that the Union's proposal attempts to avoid ordinary bargaining processes through over-reaching: a total wage and benefit increase of 7.9% (well above every comparable unit except Portage County), combined with numerous language changes that would relinquish management rights without any concessions in exchange. The acceptance of fourteen changes in contract language, some of which do nothing to correct inconsistencies and are

without adequate justification, could prove extremely harmful to the future good-faith bargaining relationship of the parties.

DISCUSSION

Before beginning the discussion on the merits of each of the items involved in this dispute, the Arbitrator feels compelled to make a few general comments about this case. First, the parties probably know the difficulty in negotiating contract language items. It is even more *difficult to mediate, and then, to arbitrate, these issues. The record* shows that after exchanging proposals, the parties met only on two occasions prior to the initiation of mediation through the WERC staff. From my experience, it is difficult to see, given the complexity of the issues, how any meaningful negotiations could have transpired between the parties in only two meetings. With the complexity of the issues and problems brought forth by the Union and the Employer, I don't see how it was possible for either side to have even begun to understand the issues in two meetings, much less have begun to work out the bugs in proposals that would have to be exchanged. The parties should have spent more time together at the table in order to attempt to negotiate out some of these issues--especially the language items.

Second, the mere fact that there are seventeen (by my count) separate issues that are still on the table, some of which are extremely complex language changes with multiple implications, is an indication that arbitration is pre-mature. Arbitration works best when issues are precisely defined and the implications of the choices are fairly clear. When the parties present the arbitrator with confusing and inconsistent contract clauses, as in this case (e.g. meals, grievance procedure, etc.), which may even impact on other parts of the contract, it becomes very difficult, if not impossible, to decide what the parties want. This is why arbitral practice has been not, unless absolutely necessary, to impose new language on the parties. The parties themselves know, and should communicate to each other through negotiation, their desires, interests, and knowledge of the organization and work out their contract to suit their own needs. Arbitration should be used only when the parties reach *an impasse after negotiations. There is little indication in this case,* with so many issues and so few meetings, that a serious attempt to narrow the issues was made by the parties.

And third, I believe that this contract, which the parties are now living under, has parts that are out-dated, confusing, inconsistent, and problematic. As brought out in the hearing, there are 37 outstanding grievances regarding this contract. With only 44 employees, this is a labor relations nightmare--clearly indicating problems with contract language. In preparing the draft settlement proposal declined by the parties, I found many places in the contract that I believe, even with my limited knowledge of the parties and the organization, to be inappropriate and/or problematic. The Union is right, I believe, in raising the issue of contract over-haul. However, I agree with the Employer, that unilateral imposition of contract clauses, some of which do little to clear up the confusion, is not the answer. Last offer interest arbitration is a poor process to attempt to clear up confusing or inconsistent contract language--especially in a situation where there is a whole host of language and interpretation issues. Only the parties can do that through hard, and probably lengthy, negotiations.

I encourage the parties, in their next round of negotiations (which should have begun by now), to seriously consider developing a plan which would allow them to systematically consider the problems in their current contract, and to negotiate over these issues and clauses. If the issues are too "explosive" to deal with alone, the use of a third party (as a mediator, facilitator and/or consultant) may be appropriate. I encourage the parties to renew their commitment to "collective bargaining" to determine their contract on their own, and to use litigation (arbitration) only as a last resort.

The Arbitrator will now discuss each of the issues presented in this case, presenting first, the position of each party on the particular issue, and then, a discussion of the merits of each position.

ECONOMIC-DIRECT

Wages

Union's Position.

The Union argues that with other local settlements coming in from 3.5% to 4.25% (Courthouse workers at 3.5%, Highway Department at 4.25%, and Sheriff's Department at 4.25%), the Employers offer of 2% is far below the average. There is evidence that the employees at the Center have been losing ground over the years because the pattern of increases in the last few years (1984 to 1986) shows that the Center employees have been receiving less of a wage increase than their local counter-parts. Therefore, considering the internal comparables, a wage adjustment or catch-up is justified.

The Union states that, while the Employer seems to rely on some different facilities in developing its comparability list, it appears both sides agree upon Waupaca, Portage, Brown, Outagamie, and Wood Counties for comparables, however only Wood County has reached a settlement for 1986. Even at the 1985 rates the Center is not leading the pack nor is it even close. With minimal increases granted to these unsettled counties, it is conceivable Shawano County, even with catch-up, will still be at or near the bottom of the comparable wage comparisons.

The Union finds glaring errors in many of the Employer's exhibits--omissions and computational errors--which affect the costing figures and the resulting percentage of increase of the Union's offer. The Union calculates its increase to be actually 4.6% and not 7.9%, with some of the differential being partly due to the rounding off of figures. The Union assumes the correct figure to be closer to 5%. But the Arbitrator should note that the cost figures the Employer quotes in the external comparables are wage only increase figures, and not total package costs.

The Union argues that the Employer seems to be saying that these are poor economic times facing the County. It borders on absurdity for Shawano County to say that the cost of living, the price of milk, and delinquent taxes have more of a bearing on the Center than they did on the Highway Department, the Courthouse, and the Sheriff's Department, all of whom got substantially higher wage increases than that proposed by the Employer here.

The Union submits that no matter how the Employer tries to present its case on wages, even with all the mistakes--with all its inflated figures--it still cannot justify offering such a low wage increase. Using internal and external comparisons, the cost of living, etc. the Union wage proposal, with a slight catch-up, is the most reasonable and is justified.

Employer's Position.

The Employer maintains that its 2% wage increase actually involves a 2.65% impact upon the County; and the Union 3% and 2% split increase results in a 7.9% cost to the County. Using a comprehensive comparison of positions of Shawano County with facilities in the same geographic area shows that the increase that the Employer is offering is very close, if not identical, to what the other comparables have offered their employees. For example, the County's offer is superior in pay rate over the Marathon Health Care Facility in four of the six positions examined, even though the population of Marathon County is more than triple that of Shawano County. Further examination of the record shows that the Union did not claim that the County's offer would drop the rank of Shawano County among the comparables. In fact, the Union's offer would do more than maintain the County's relative ranking among the comparable public units, it would raise several positions past the maximum rates in at least two other counties.

The Employer states that a major error in the Union's computations and comparisons is the omission of the time period required to work prior to reaching maximum pay rate. The fact is that Shawano County employees reach the maximum rate of pay sooner than those of other counties and this can be extremely important in determining the long range impact of the pay system upon the employees' total earnings, as well as the impact on the County of any increase. The County's offer is also superior when comparing it with the increases received in two private nursing homes

within the geographic area. Maple Lane Center is the highest paying facility of its type in the Shawano area.

The Employer argues that its offer must be analyzed in light of the current economic conditions. These include: funding problems because of only a 1.6% increase in major funding revenue for the Center and problems in the reimbursement system of the State; problems in the local economy based upon high unemployment rates, increasing tax delinquency rates, high local tax rates, difficulties with State tax relief which places the County dead last among the comparables, and (because of its small population--second smallest among the comparables), difficulty in raising property taxes even more.

The County submits that there has never been any traditional link between the units within the County as the Union seems to imply. In fact, the wage settlements of the Center in both 1984 and 1985 were different from the other three units. A major reason for this disparity, of course, is that the Center's revenue is linked to a reimbursement system to which the other units are not tied.

And finally, the Employer argues that their offer is more reasonable when considering the inflation rate for period of time in question. With the rate of inflation during the period of time of 4/85 to 4/86 at 1.2% nation-wide and .9% for the Milwaukee index, the County's offer is well above the increases in the cost of living for the period.

Discussion.

Generally speaking, both offers on the wages are somewhat unreasonable. The Employer's offer is too low and the Union's offer is too high. The purpose of this analysis will be to determine which offer is less unreasonable.

Internal Comparables.

On the basis of the internal Shawano County comparables, the Employer's 2% offer is too low. The Courthouse employees received a 3.5% increase, the Highway Department a 4.5% increase, and the Sheriff's Department (through an arbitration award) a 4.5% increase. The Union is asking for a 3% increase January 1 and another 2% increase July 1, thus having a 4% impact on 1986 wages and providing for a 5+% lift in the wage level over the 1985 wages. The Union's proposal provides more of a base wage increase than that of the other internal comparables (5+% versus 3.5% and 4.5%). The Union is also proposing a 1% retirement pick-up and several other changes which impact on costs to the County. These include holiday pay, overtime pay, step rate increase and sick pay. Overall, even though the Union's offer may be closer to the internal comparables on percentage increase only, it seems to be an excessive economic package.

External Comparables.

Public Sector.

The parties do not really agree on which public sector comparables should be used by the parties to analyze their offers. Part of the problem, noted by the Union, is that many of the other institutions normally used by the parties have not settled yet for 1986. For those, the Employer provides the percentage increases proffered by the Employers. While this data are a bit speculative, they do provide some indication of where these parties might end up in their negotiations. Based on these statistics, the above arguments by the parties, and some brief computations, the Arbitrator draws these conclusions: 1) the Union's offer is one of the highest percent increase among the comparable, second only to Portage County, a decidedly larger county; 2) several other counties have offered or have granted percentage increases similar to or less than what the Employer is offering here (Wood County-2%, Lincoln County-0.5%, Waupaca County-1%); 3) the Union's offer is about as equally above the average of the percentage of increases given as the Employer's is below; 4) the Union's proposal would upset previously established patterns among the comparables by raising the maximum of some of Shawano's positions above the maximum rate of other counties that Shawano County has traditionally been below; 5) both the Employer and the Union offers result in no change in the ranking of the County among the comparables; and 6), while there is no change in the ranking, the Employer's offer results in a

further decrease in dollar amount below the average that Shawano County employees experienced the previous year.

The arbitrator concludes, on the basis of a comparison with the external comparables, the Shawano County employees will not fare too badly under either offer.

Private Sector.

The parties did not provide much evidence or argument on comparisons with private institutions. The Employer did provide some data on wages being paid in some private institutions in the Shawano area. While the evidence that was presented did show that the Center employees do have superior minimum and maximum in nearly every position and that Shawano County is the highest paying facility of its type in the Shawano area, comparisons with private institutions that are not unionized and are not publicly funded have received quite a bit less weight than have the public comparables. On the comparisons with private sector institutions, the Arbitrator finds the Employer's offer is adequate.

Cost of Living.

The Employer states that there was a CPI increase of 1.2% for the period of time of 4/85 to 4/86. Parties during negotiation and third parties in arbitration proceedings generally use a time period immediately preceding the new contract as the appropriate base for determining cost of living. Since the contract runs on a calendar year, the appropriate time period would be 1/85 through 12/85, or calendar year 1985. Using this period, the CPI increase would be 3.57%.[2]

The Employer's offer of a 2% increase is below the CPI increase for 1985; the Union's offer of a 4% increase (5+% lift) plus the other proposed increases (holiday pay, etc.) is clearly above the cost of living increase for 1985. The Arbitrator finds that, on this statutory criteria, the Employer offer is only slightly more reasonable than that of the Union.

Ability to Pay.

The Union argues strongly that all County employees should be treated the same--that the financial condition of the Employer is the same from one department to the next. However, I think the Union does not give any weight to the fact that county health care centers face serious financial problems. Up to now, this Shawano County facility has not required a local property tax levy to meet its budget but that may not continue to be the case. In 1984 and 1985, the Union apparently recognized this and did not insist that the County grant the same increases to the health center as it did to the other bargaining units. The lower State contribution to costs must be considered. Some counties have had to reduce staff numbers or hours in order to meet budget problems. The Union seems to have given little consideration to such problems in its wage demands.

As the Employer points out, other counties dealing with this problem have offered more moderate salary increases to their employees (such as Lincoln and Waupaca counties at 1% or less). Shawano County is smaller in population, more agricultural, and less industrial than such counties as Portage, Marathon, and Brown and could not be expected to offer as high a wage increase as those counties.

Interests and Welfare of the Public.

The Arbitrator has to balance the need for fair wages that attract and hold high quality persons against the ability and willingness of the County and State taxpayers to fund such increases. Some of the considerations bearing on this criterion have been discussed above under Ability to Pay.

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[2]Consumer Price Index data: Job Service of Wisconsin per U.S. Department of Labor, Bureau of Labor Statistics.

This is a close decision on the 1986 wage issue. A wage increase higher than the County's proposal and a little lower than that of the Union's would have better met this criterion. I think that the Employer's final offer on wages comes closer to meeting this criterion because it better balances the interests of the employees and those of the taxpayers in these difficult economic times.

Conclusion.

On the basis of the above analysis of the statutory criteria, the Arbitrator finds the Employer offer on wages, while low, to be less unreasonable than the that of the Union.

Meal Cost

Union's Position.

While the Union offers no evidence or argument supporting its status quo position on this issue, it did note in the proceedings that the language regarding the serving of meals is unclear and misleading. While not offering a specific proposal, the Union believes the language in this section should be revised.

Employer's Position.

The Employer maintains that the actual cost to the County of preparing a meal is $1.80. The Employer's offer of charging employees $1.75 per meal would still result in a deficit for the County and a meal expense to the employees at a level slightly below cost. Under these circumstances, the County believes its proposal is certainly reasonable.

Discussion.

This is not a major issue. The Employer documents its costs at $1.80 and offers to sell these meals to the employees for below that cost. I agree with the Union that the language in this clause apparently does not follow current practice and should be revised. The Arbitrator finds the Employer position on the cost of the meal is more reasonable.

W.R.F. Contribution

Union's Position.

The Union maintains that every other unit in the County has received this benefit. Also, other comparables have received this increase. There is absolutely no justification for the Employer not to offer this benefit to the employees of the Center too.

Employer's Position.

The County argues that it historically has not treated its internal units similarly, but has bargained with each as separate units. For those units in which a voluntary settlement was reached, the Employer offered to pick up the additional 1% increase in the W.R.F. contribution. To put this issue in perspective, there must also be a comparison of the other benefits among the other units. An analysis of the benefits confirms that for such things as health insurance for part-time employees, this unit has a compensation package superior to the compensation received by other employees working for Shawano County.

Discussion.

The pick-up of this 1% increase in the Wisconsin Retirement Fund contribution by employers seems to a very common practice among the external comparables here and with this Employer with its other units. While the County is correct in stating that increases like these should not be taken for granted and should be considered part of the negotiation process, the parties certainly could have worked out some method to moderate the cost of this issue for 1986 (such as, making the effective date July 1 or October 1). On the basis of both the internal and external comparables the Union proposal is more reasonable.

Holidays

Union's Position.

The Union here seeks only to be made equal to other Shawano County employees; that is, to have 8 and 1/2 holidays instead of the present 8 paid holidays. The Union points out that many of the other comparables have more paid holidays than does Shawano County employees--ranging from 9 to 10. The Center employees are not asking to be made comparable with all of the surrounding institutions, but only that they be made equal with other Shawano County employees.

The Union also finds that the language in the current contract clause is clearly full of contradictions. Both sides acknowledge that this particular clause has been the subject of many grievances. This language should be changed to meet the needs of the parties and to eliminate problems of interpretation.

Employer's Position.

It is the County's position on this issue that the Union's proposed clause is not the clear and unambiguous language that it purports to be. Under the Union's proposal, it can be logically argued that the employees are entitled to have one and one-half floating holidays per year, with only one floating holiday being on a paid basis. It is also unclear whether employees would have to recognize that some people would have to work during the holiday itself, thereby keeping the facility open. The language proposed does not clear up any ambiguous language, it adds to it.

Discussion.

The Union's point that this unit is behind other County units and the external comparables is well taken. It does seem very reasonable, taken in isolation, that the Center employees have the same holidays that the rest of the County employees. There is something different about comparing wages and comparing days off--there seems to be less variables involved. On a fairness criteria, the Union's offer is more reasonable than the Employer's position.

However, the Employer is right in pointing out that the language proposed by the Union on this issue is perhaps more confusing than the original language in the contract. After working with the parties in the mediation efforts, hearing evidence in the arbitration hearing, and studying the contract and arguments of the parties, I believe I know what the Union wants to say about holidays. Nevertheless, that is not what is written in their proposed language. It is not appropriate for an arbitrator to impose unclear and ambiguous contract language through an arbitration award. While it may be only fair that the Center employees have the additional 1/2 holiday like every other County employee, the Arbitrator believes the current language is less troublesome than the Union's new language.

ECONOMIC-CONTINGENT

Sick Leave

Union's Position.

Again, the Union only seeks to bring the Center employees up to the benefit level of other County employees.

Employer Position.

The Employer believes, contrary to the Union claims, that the lowering of the threshold level for sick leave pay entitlement from one year to six months would have a significant monetary impact upon the County's budget.

Discussion.

The Union again argues that the Center employees are behind with regard to when sick leave can be used--proposing here to reduce the time when sick leave can begin to be used from 12 months to 6 months. The Arbitrator finds the record mixed with regard to the claim that the Center

employees are behind on this benefit too. While the City of Shawano has the six months initiation time, the County Highway Department's sick leave program kicks in at 12 months, the same as in the Center contract. While I find the Union's position reasonable in principle, it does not seem supported by the comparables. The Employer's claim that this change would have a "significant impact" on the costs of the County was not substantiated by any facts, and, while conceivable that there may be some long term costs involved, I think "significant impact" may be somewhat of an overstatement. All in all, I find the Employer's status quo slightly more reasonable.

Overtime

Union's Position.

The Union suggests that the current contract is ambiguous on how overtime is handled. The current language does not state how to handle cases in which employees work double shifts. This Union proposal here clearly states that employees would be paid at the overtime rate if they work a double shift. The Union proposal also clearly states that holiday and sick leave pay that results in an excess of 80 hours during the pay period will be paid at the rate of time and one-half.

Employer's Position.

[The Employer presented no position on this issue.]

Discussion.

The Union is correct in pointing out that the current language in the contract does not cover double shifts with regard to overtime. The best that could be said is that the contract is silent, which would probably mean employees are not paid overtime for working a double shift. A major question, one which the Union fails to answer, is: How many employees are affected by this?--How many people at the Center are required to work double shifts? If indeed this is a great problem, then the parties certainly should settle this issue. One problem, though, is that the comparables are not entirely consistent on how double-shift work is handled. But I think it is not very fair to require employees, on a regular basis, to work double shifts without some extra compensation. The question is how to develop adequate contract language.

The Union here attempts not only to deal with double shifts but also with the kinds of hours that shall go into the makeup of the 80 hours (in a pay period) basis. Compared to the comparables the Union's proposal seems a bit more generous than the surrounding county institutions. For example, the Union's proposal would include holidays, sick leave and vacations when computing this 80 hours, something not found in other contracts. Also, the Union's proposed language is confusing and ambiguous in places.

Based upon the lack of showing of need, the unclear and ambiguous language, and the "over reaching" of the Union here, the Arbitrator favors the status quo on this issue.

Part-time Workers

This heading actually covers two major language changes proposed by the Union: the addition of definitions of employee types; and, the reduction of the eligibility criteria for part-time workers from 32 to 20 hours, impacting on most benefits to part-time workers, but especially important for health insurance coverage.

Union's Position.

The Union purports that while the current contract speaks of probationary employees, regular employees, and part-time employees, it offers no definitions as to what each of these classifications refer. The Union, in this proposal, attempts to define the different types of employees. It just makes sense--you cannot have a labor agreement without having a definition of employees.

The Union also proposes to reduce the eligibility for part-time worker benefits from 32 to 20 hours. The Union believes this change would have no additional cost to Employer at this time because there are no

employees who fall into the 20 to 32 hour range. The Center employees, again, are only striving to receive the same benefits as other County employees--namely, the Courthouse workers, who receive full insurance benefits for working half-time.

Employer's Position.

The Employer argues that while the proposed change is ostensibly a language change, it has significant impact upon at least six other contractual sections, including: holiday pay, vacation pay, sick leave time, longevity payments, and health insurance payments. There is the real fear that the reduction of hours required for eligibility for 90% coverage of health insurance from 32 to 20, in itself a costly item, may prove an incentive for a number of employees to work even fewer hours and make the facility more difficult to staff.

Discussion.

The Union is proposing another major contract change here by extending several fringe benefits to part-time workers who work between 20 and 32 hours weekly. While there is no evidence as to what any immediate cost impact might be, the proposal would certainly tend to limit management's ability to use such part-time employees because of the potential costs involved in health insurance and other fringe benefits. As the County points out, there might be a tendency for present 32 hour employees to seek reduced hours since health insurance and other fringe benefits would be assured. This could create staffing problems. On the other hand, it seems a bit unfair for management to provide some part-time employees ("who are scheduled for basic shifts") with pro rated benefits and others (who are not "scheduled for basic shifts"), that may, however, work over 32 hours, with no or very few benefits. One possible answer might be for the parties to consider pro-rating all benefits for employees who work less than 40 hours and more than 20 hours per week.

While there certainly is a need for definitions of the various employee categories in this contract, a major change as is proposed here should only be negotiated by the parties and not imposed by an arbitrator. The Arbitrator finds the Employer's status quo position on this issue to be more reasonable than the Union's offer.

Step-Rate Increases

Union's Position.

The Union argues that the current language in the contract requiring a step-rate increase to become effective the first of the month following the employee's anniversary date is punitive. It penalizes an employee for not starting work on the first of the month--actually provides a means of discrimination of equal pay for equal work for up to a 29 day period. This clause conflicts with the Wage Rates section of the contract. It is possible under the current language for two employees, doing the same work and having the same amount of time in service, to be getting paid at two different levels. This is unfair.

Employer's Position.

The Employer states that the Union presented no need for changing this language in the contract.

Discussion.

Here, as with so many of the other Union proposals, the Union is adding another cost, though probably not large, to its 1986 contract demands. Taken in isolation though, the Union's proposal seems more reasonable than the status quo because of the equity consideration. And the equity consideration here is sufficient showing of need. The Union's proposal on this issue is preferred.

LANGUAGE

Perfect Attendance Leave

Union's Position.

The Union, throughout the proceedings, stressed the fact that the language being offered here is the exact language that has been successfully bargained by all the other County units--that the Center employees are only attempting to catch up with a program that is already being offered to other County employees.

Employer's Position.

The Employer thinks the Union's comparison of the Perfect Attendance provision with the comparables did not include all of the comparables, thus leaving a factual void in which the Arbitrator must make a decision.

Discussion.

On the basis of Shawano County's policy toward other County employee groups, this is a provision that should be granted. The Union's position is reasonable and this is a contract change that may be beneficial to both the employees and the County.

Investigations

Union's Position.

The Union believes this clause to be "a comedy of errors." Testimony at the hearing revealed that there is much confusion as to what and whom this clause refers. The purpose of contract language is to be clear and not to create problems. According to the current language the parties could wind up arbitrating who, if anyone, had the authority to conduct investigations, and what conduct of the employees was to be investigated--whether it was solely their work or whether or not it was their conduct off the job. This language is not clear, not concise, and it is not understood by either party--it should be removed.

Employer's Position.

The County believes the Union is asking the Employer to give up substantial vested management rights without receiving anything in return. Here the Union proposes to remove managements valid right to require employees to cooperate fully with the Administrator, Committee and County labor negotiator. This demand of the Union is not accompanied by any quid pro quo offer on their side.

Discussion.

The Union is correct in pointing out that this clause needs revision. The scope of investigations is important, as well as just with whom the employees can expect to cooperate. The clause seems to have two parts: 1) cooperation in the efficient operation and control of the Center, and 2) cooperation with investigations of other employees. By removing the clause completely, the personal rights of the employees are further protected at the expense of some important employer management rights. The best answer is to rewrite the clause to respond to the concerns of both the employees and management. Since that is not an option of the

Employer's Position.

The Employer states that no evidence was presented by the Union which was able to show the basis of need for the change in these compensatory time provisions.

Discussion.

As the Union states, this issue of the use of compensatory time for overtime is something new in the public sector. Just how this provision affects the staffing arrangements and particular needs of health care facilities, I believe, needs further study. What kind of compensatory program can be developed which will allow employees time off in lieu of overtime while still meeting the efficiency requirements and needs of the patients and at the same time keeping costs down? Even though the other County employees have a compensatory program in their contracts, until such a time the parties here can agree upon an appropriate program, the Arbitrator favors the status quo (no program). A major change such as this should be negotiated into a contract by the parties themselves.

Grievance Procedures

Union's Position.

The Union argues that replacing the tripartite panel with a WERC arbitrator is a common practice among the comparables. The language proposed here only tries to streamline the arbitration provision so that grievances can be heard as expeditiously as possible. The current procedure is cumbersome and time consuming and should be replaced by the more common single arbitrator.

Employer's Position.

The Employer strongly argues that the "clear and unambiguous" language proposed by the Union here is not only unclear, but it is actually internally contradictory. It is apparent that after establishing a one arbitrator system for grievance procedures, the Union goes on to discuss the payment of a third arbitrator in two redundant, consecutive sentences. This does not clear up language problems, but only adds to them as the parties arbitrate not over the interpretation or application of a contract provision, but rather over the grievance procedure itself and whether one arbitrator or three will hear a case.

Discussion.

The grievance clause in any collective bargaining contract is a very important section and deserves careful study and negotiation so that it achieves something both parties want: a fair, expeditious, and economical method of settling grievances. While I find no objection to the Union's proposal on principle (an arbitrator appointed by the WERC would probably be more expeditious and less expensive than tripartite arbitration), the Union did not provide much justification for its basic proposal. And, as the Employer points out, the proposed language is confusing and might well create new problems of contract interpretation. While I view these errors as primarily clerical in nature, an arbitrator can not impose clauses with these types of errors on the parties.

Until such time as the parties have carefully studied their grievance procedure, the status quo position of the Employer is more reasonable than the Union proposal.

Job Postings

Union's Position.

Regarding the addition of the requirement of the Employer to place additional information (rate of pay, shift, hours, and prerequisites) on job postings, the Union thinks this is only a logical way of doing business. Putting up a job posting and leaving out this vital information seems to be totally inadequate.

And the proposed removal of the language relating to deviations from the posting requirement is based upon the Union belief that the Employer, in the past, only invoked this deviation clause when both males and females were hired for, or bid on, the same job. The Union clearly feels

that use of this provision in such situations could be tantamount to sex discrimination.

Employer's Position.

The Employer states that the Union presented no evidence that the current job posting system was deficient in any way which was harmful to the Union membership.

Discussion.

The principle that more information be available to employees considering a posted job is reasonable. Both the Union and the County, I believe, find this reasonable and would be willing, in a voluntary situation, to place language, such as the Union proposed, into the contract. If it were possible for the Arbitrator to split this issue out, I would have no problem even imposing this proposal on the parties through arbitration.

The Union's proposal of removing a management right to deviate from the job posting procedures is another matter. This is another major issue that needs to be negotiated between the parties. One central question the parties, especially the Employer, must deal with is: With a policy of posting and promoting from within, why is this deviation needed? The Employer has the ability to fill positions temporarily during the time the posting is in progress (Contract p. 12, line 333-336). Also the Employer can hire LTE's to fill positions for a limited term (Contract p. 22). While the burden of proof is normally on the Union for changes such as this, when the Union claims the clause is no longer needed, the burden then shifts to the Employer to show why it is still needed. In this case the Employer has remained silent on the why it needs this clause. Although, in light of insufficient evidence from the Employer, I find the Union's position here more reasonable, this is an issue which must be negotiated by the parties and not imposed through arbitration.

Regarding the Union's claim that the Employer uses the job posting deviation to cover up sex discrimination, both parties have agreed, and State and Federal law require, that neither party will discriminate in its practices. Complaints about these matters should be brought to the attention of the Equal Rights Division of the Wisconsin State Department of Industry, Labor, and Human Relations.

Seniority

Union's Position.

The Union believes the deletion of the clause relating to the application of seniority only removes ambiguous language that could be cause for grievances.

Employer's Position.

The Employer argues that the deletion of this language would be major reduction in the rights of management and would materially affect the efficient operation of the Center. The Union is asking the Employer to "give up" a major management right with nothing given in return.

Discussion.

The Union here is proposing to drop an important clause which is very essential to the efficient operation of this institution. This proposal seems to be an extreme application of seniority which does not appear to be supported by the comparables. The removal of such an important management right should not be imposed by this Arbitrator. The County's status quo position is preferred on this issue.

Vacations

Union's Position.

The Union maintains that the language presented only corrects ambiguous language currently in the contract concerning how vacations could be taken. No right of management is removed--the Employer still determines the number of workers that are off at any time and all vacations still need approval from management.

Employer's Position.

[The Employer presented no position on this issue.]

Discussion.

The Arbitrator believes the parties are in agreement, at least in principle, on this issue. What the Union asks for here seems reasonable, and, in light of the current restrictive policy, is preferable. While there seems to be agreement in principle as to how vacations could be taken by employees of the Center, the actual language still needs to be worked out.

Fair Share

Union's Position.

The Union claims that Shawano County is one of the last agreements that does not contain a fair share clause. Fair share is a Union security clause--it is common in almost every labor agreement. A fair share clause similar to this is found in the contracts of all the comparables.

Employer's Position.

The Employer states that no testimony or evidence was presented on behalf of the Union establishing a need for a change in the Union dues check-off provision.

Discussion.

The Union is seeking compulsory dues checkoff. The current language in the contract, while entitled "Union Dues Checkoff," only applies to those employees who have signed a payroll deduction card authorizing the Employer to deduct dues from their check. The Union wants fair share--or the mandatory deduction of dues, without permission, from all employees. This is a major policy question usually left to collective bargaining.

Apparently other Shawano County units do not have fair share. The Arbitrator feels that an arbitration award should not be the means to bring this clause into a Shawano County contract. Therefore, I find the Employer position more reasonable.

Every Other Weekend Off

Union's Position.

Regarding the proposed change relating to every other weekend off, the Union is only attempting to codify something which has been the standard practice at the Center, and even was voted on by the membership. Why is the Employer refusing to put this into the contract? There has been a written memorandum sent to the Union by the Center administration confirming the every other weekend off. There is no logical reason this language should not appear in the contract.

Employer's Position.

The Employer believes that the granting of every other week end off is a management right, and accepting the language as proposed would alter that management right by making a work schedule allowing employees every other week end off mandatory, rather than discretionary.

Discussion.

I agree with the Union that, as a general principle, things that are agreed to should be in the contract. But in this case, we do not know exactly what was agreed to by the parties. The Union claims that the County has a policy (voted on by the Union) at the Center to give employees every other weekend off. But the Employer will not agree to put it in the contract. If it is the current practice of the Center administration to grant every other weekend off, the Center employees are benefiting from this provision without it being officially in the contract. What is unclear to the Arbitrator is what, if any, discretion, under the current practice, the Employer has in granting every other weekend off. This is a key part of the policy, something the County is very concerned about, which is not covered in the Union's proposed language. The language as proposed certainly covers the scheduling

concerns of the employees, but does not respond to the discretionary concerns of the County. Until the parties can agree upon language that meets both their needs, the Arbitrator favors the status quo--no contract language.

INTERESTS AND WELFARE OF THE PUBLIC

In a case such as this the Arbitrator has a concern for the interests and welfare of the public beyond that mentioned above regarding the fiscal implications of the final offers. When final offers contain contractual changes and implications which impact upon the long term relationship of municipal employees and their governmental employer, the interests of the public becomes a grave concern. The harmonious operation of the Maple Lane Center is of interest to the people of Shawano County. The labor/management relations upon which this "harmonious operation" is grounded, is, in fact, symbolized and capsulized in the negotiations and written words of the labor agreement in dispute here. It would be in the best interest of the public if the parties here could do a better job of working out their disputes over the bargaining table and get on with providing quality health care services to the citizens of Shawano County. In the meantime, the interests of the public would be best served by this Arbitrator not imposing on the parties contract language which has serious potential of increasing conflict rather than reducing it. So, regarding the interests and welfare of the public, I find the Employer's offer a better place to start to work out the contractual and labor/management relations problems now facing the parties.

CONCLUSION

The Arbitrator must select one of two unreasonable final offers. The Employer here offers too little, and the Union is asking for too much, in economic improvements and contract changes. The Employer offer would have been more reasonable if it had provided for a wage increase closer to the 1985 CPI increase and to what it had offered other units plus the 1% contribution to the W.R.F. The Employer could have agreed to some low or no cost improvements to the contract such as the Perfect Attendance Plan, more information in job posting, correcting the inequity in step-rate increases, flexibility in the method of taking vacations, and including in the contract the current practice of every other weekend off for employees. The Employer could have proposed some contract changes to clarify language problems which it already recognizes.

The Union on the other hand, has put too much into its final offer both in terms of economic demands and too many contract changes. A more reasonable Union proposal could have included the items just mentioned above and perhaps, one or two other contract changes. In its final offer, the Union is bringing to arbitration too many substantial contract changes. These include providing fringe benefits (health insurance, longevity, vacations, sick leave, and holidays) to part-time employees who work 20 to 32 hours per week, compulsory dues checkoff, an additional 1/2 holiday, changes in overtime pay, compensatory time plan, a revised grievance procedure, etc. Some of the proposals have merit, but it is unreasonable to expect to achieve so many major contract changes in a single arbitration award.

The Union has not met the burden of proof on many of these issues. All should be pursued through collective bargaining. In some cases, such as holiday pay and the grievance procedure, the Union proposals, as written, would add further confusion to contract language that really does need clarification. On some proposals the Union unduly restricts management rights while showing little consideration for the special problems of staffing and budgeting that face health care facilities. The problems at Maple Lane Center are not the same as encountered at the Courthouse, Highway Department, or Sheriff's Department. Also, as pointed out by the Employer, it does not appear that the Union has not offered any "quid pro quo" to management in order to achieve its numerous contract demands.

Some of the Union proposals do have merit though, and should be achieved in future contract negotiations. Overtime pay and compensatory time are issues that deserve attention and should be negotiated. There is

no question that various sections of the contract need revision. I am sure that the problems can be resolved in a manner fair to both the employees and the Employer--solutions to enable the Maple Lane Center to operate harmoniously and without an undue cost burden. I hope the Arbitrator's analysis will help the parties as they work on their 1987 negotiations.

On the basis of the statutory standards discussed earlier and taking into account the total package offered by each party, the Arbitrator finds the Employer final offer, overall, to be less unreasonable than that of the Union.

AWARD

The final offer of Employer, Shawano County, shall be incorporated into the 1986 collective bargaining agreement between the parties.

Dated this 18th day of September, 1986 at Stevens Point, Wisconsin.

Gordon Haferbecker
Mediator/Arbitrator

Maple Lane Health Care Center
Local 2648, AFSCME, AFL-CIO

Union Final Offer

February 4, 1986

1. Wages:
   3% across the board increase effectlve 1/1/86
   2% additional across the board increase effective 7/1/86.

2. Wisconsin Retirement Fund:
   Employer to pay additional one (1) percent increase on behalf of the employees effective January 1, 1986, see Attachment #11.

3. Holidays:
   Additional one half (1/2) paid personal holiday, see Attachment #3.

4. Overtime:
   Compensatory time off and accumulation, see Attachment #9 and #9A.

5. Sick Leave:
   Perfect attendance, see Attachment #5.

6. Language changes, see Attachments #1, 2, 4, 6, 7, 8, 10, 12, 13.

7. One Year Agreement
   1/1/86 - 12/31/86.

Attachment To Final Offer, #1

Amend Section III - Vested Rights of Management

Delete following Language:

All employees shall cooperate fully with the administrator, the Committee and County Labor negotiator or district attorney if none exists, in all respects, including full control of the Hospital and Home and investigations concerning the work and conduct of other employees.

Attachment to Final Offer, #2

New Language add to Section V, Probationary Period.

C. A regular employee is hereby defined as a person hired to fill either a regular full time or regular part-time position.

D. A full-time employee is defined as a regular employee working forty (40) hours per week and/or a regular work week.

E. A part-time employee is defined as a regular employee working twenty (20) or more hours per week but less than forty (40) hours per week or the regular work week. (Amend all areas in agreement referring to part-time employees to reflect this change).

F. A temporary employee is one who is hired for a specified period of time or to perform on a specific project (not to exceed ninety (90) days), and who will be separated from the payroll at the end of such period or project. The Union shall be notified of all new employees and with the necessary information.

Attachment to Final Offer, #3

Amend Section VII, Holidays

SECTION VII

HOLIDAYS

A. The following shall be considered paid holidays with pay as outlined in Section B, below: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and one (1) floating holiday. Each employee shall be granted an extra day off with pay, of their choice, for the above holidays. This day off must be taken during the same month in which the holiday falls. Also each employee shall be granted one and one-half (1 1/2) floating holidays per year. All holidays must be taken with prior approval of the department head or supervisor.

B. To be eligible for holiday pay, an employee must be a regular employee and must work his/her scheduled day before and his/her scheduled day after the holiday, unless granted permission to be off work by the administrator.

D. Regular part-time employees shall receive holiday pay on a prorate basis, based on a forty (40) hour week.

Attachment to Final Offer, #4

Amend Section VIII: Vacations

ADD B. A vacation of one (1) week or less may be taken on ADD daily basis, subject to the approval of the Administrator. ADD For earned vacations in excess of one (1) week, one week may ADD be scheduled on a daily basis subject to the approval of the ADD Administrator. Employees who have earned three (3) or more ADD weeks of vacation may schedule two (2) weeks on a daily ADD basis. The remaining week or weeks may be on a weekly ADD basis, and in the case of an employee entitled to three ADD (3) weeks or four (4) weeks, the two (2) weeks or three ADD (3) weeks need not be consecutive. All vacation shall be ADD used within twelve (12) months of the date earned, or ADD shall be lost to the employee. The number of employees ADD on vacation within a given classification shall be ADD determined by the administration.

ADD F. Regular part-time employees shall receive ADD vacation pay on a prorate basis, based on a forty (40) ADD hour week.

Attachment to Final Offer, #5

Amend Section IX, Sick Leave

227 B. Employees with less than six (6) months of service
228 shall not be entitled to sick leave pay. However, such
229 employees shall accumulate sick leave and shall be
230 credited with six (6) days of accumulated sick leave
231 upon completion of six months (6) months of service.
NEW F. Part-time employees shall accrue sick leave
NEW prorated based on a 40 hour week.
NEW H. Perfect Attendance Leave.
NEW 1. Earning Method: Effective January 1, 1986,
NEW full-time employees covered by this contract who use no
NEW sick leave the twelve (12) month period, January 1 thru
NEW December 31, shall earn 8 hours of Perfect Attendance
NEW Leave. Employees who use no sick leave for two (2)
NEW consecutive years, shall earn twelve (12) hours for the
NEW second year (in addition to the eight (8) hours for the
NEW first year.
NEW 2. Utilization: Employees may request to use Perfect
NEW Attendance Leave at any time following the year(s) in which
NEW it is earned.
NEW 3. Minimum/Maximum Usage: Perfect Attendance Leave
NEW may not be used on less than four (4) hour segments.
NEW Employees may use benefits to a total of sixteen (16) hours.

Attachment to Final Offer, #6

Amend Section X, Insurance

F. Regular part-time employees who work an average of twenty (20) hours per week or more shall be eligible for the full Employer contribution for hospital-surgical insurance as specified in Section A above.

Employees who work an average of fewer than twenty (20) hours per week shall be able to participate in the group hospital-surgical insurance coverage at their own expense with Blue Cross approval.

Attachment to Final Offer, #7

Amend Article XI, Job Posting and Seniority Rights

Delete: beginning at Line 302 - " Provided however, that the application of seniority shall not materially affect the efficient operation of the Maple Lane Health Care Center.

Amend Paragraph D to include on the job posting the rate of pay, work shift and hours, prerequisites for the position and the qualifications for the position.

Delete: Paragraph H referring to deviations.

Attachment to Final Offer, #8

Amend Grievance Procedure Section XII, Step 4, as follows: Delete at the end of Line 402 beginning with word "one" through line 417 and replace with

The Arbitrator shall be a member of the Wisconsin Employment Relations Commission. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties. The Arbitrator shall have no power to add to or subtract from any term of this Agreement.

The cost of the third arbitrator shall be shared equally by the parties.

Each party shall bear equally the cost of the third arbitrator. The decision of the arbitrator shall be submitted to the parties in writing, and shall be final and binding upon both parties, provided that the arbitrator shall have no authority to alter in anyway or add to the provisions of this Agreement.

Attachment to Union Final Offer, #9

Amend Section XIII, Wages and Classifications as follows:

Add to Paragraph C(1):

Employees requested to work a double shift shall receive the overtime rate for eight (8) hours.
For work beyond the normal work week, in a week which a holiday falls, or sick leave or vacation is used and in which the addition of the hours of the holiday and/or sick leave would result in a total in excess of eighty (80) hours, shall be paid at the rate of time and one-half (1 1/2).

The work schedule shall be so arranged as to allow employees every other weekend off.

Attachment to Union Final Offer, #9A

Add to Section XIII, Wages and Classification, Paragraph C

Compensatory Time:

1. All eligible employees subject to the provisions of this Contract may receive compensatory time off at time and one-half (1 1/2) pay for time worked in excess of eight (8) hours per day. All paid time shall be considered time worked for the purposes of computing overtime. The schedule of compensatory time shall be determined by mutual agreement between the department head and the employee.

2. Any compensatory time earned must be used by the end of the month next following the month in which it was earned, except in the event the employee is denied that use of time by his department head or supervisor. In that event, it shall be carried forward a maximum of one additional month, and if still denied, shall be paid out at time and one-half (1 1/2).

3. Supplemental Provisions. The following additional provisions shall govern assignment of overtime and the accrual and use of compensatory time.

a. Compensatory Time Carryover: Except as otherwise noted in this Section, compensatory time accrued in one (1) year cannot be carried over into the next.

b. Termination: There shall be no payout of unused compensatory time to employees terminating employment with Shawano County.

c. Abuse: Abuse of this overtime/compensatory time policy shall be subject to disciplinary action.

Attachment to Union Final Offer, #10

Add to Section XVII, Union Dues Check Off As Follows:

The Employer agrees that he will deduct from the earnings of all employees in the collective bargaining unit the amount of money certified by the Union as being the monthly dues uniformly required of all members and pay said amount to the Treasurer of the Union on or before the end of the month. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

As to new employees, such deductions shall be made from the first paycheck following their first six (6) months of employment.

The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

The Union as the exclusive representative of all the employees, union and non-union, fairly and equally, and all employees in the unit will be required to pay, as provided in this section, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union's constitution and bylaws. No employee shall be denied Union membership because of race, creed, color or sex.

Attachment to Union Final Offer, #11

Wisconsin Retirement Fund:

The Employer agrees that effective January 1, 1986, the Employer will increase its share of payment of the employees' contribution to the Wisconsin Retirement Fund to six percent (6%).

Attachment to Union Final Offer, #12

Section XXII - Longevity

Amend Line 547 to allow for part-time employees of twenty hours per week or more.

Attachment to Union Final Offer, #13

Exhibit A - Wages

Amend Lines 651 and 652 to allow for increases to become effective on the employee's anniversary date of employment.

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FINAL, FINAL OFFER OF SHAWANO COUNTY TO THE MAPLE LANE HEALTH CARE CENTER EMPLOYEES, LOCAL 2648, AFSCME, AFL-CIO

1. 2% across the board on wages.

2. Revise Section XVI-Subsection B as follows:

"Each employee is entitled to meals each day during his/her working hours at a cost of one dollar and seventy-five cents ($1.75) per meal."