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JUN 16 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
ARBITRATION AWARD

In the Matter of the Arbitration between :
BROWN COUNTY (MENTAL HEALTH CENTER) :
and :
BROWN COUNTY MENTAL HEALTH CENTER LOCAL 1901E :
(NURSES), AMERICAN FEDERATION OF STATE, COUNTY :
AND MUNICIPAL EMPLOYEES, AFL-CIO :

Re: Case 451
No. 45307
INT/ARB-5947
Decision No. 27059-A

APPEARANCES: For the Employer, Brown County: John C. Jacques, Assistant Corporation Council, Brown County Courthouse, P.O. Box 23600, Green Bay, Wisconsin 54305-3600.

For the Union, Local 1901E, AFSCME, AFL-CIO: James W. Miller, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 2785 Whipporwill Drive, Green Bay, Wisconsin 54304-1323. Mr. Miller was accompanied on the brief by Harold Lehtinen, Head of Research, Wisconsin Council 40, AFSCME, AFL-CIO, 5 Odana Court, Madison, Wisconsin 53719-1169.

The Union has represented a collective bargaining unit of registered nurses in the County's Mental Health Center in Green Bay since 1980. The parties initiated discussion of renewal of their existing agreement in October, 1990. That agreement expired by its terms on December 31, 1990. On February 14, 1991 the Union filed a petition for arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. After an investigation on April 4 and 5, 1991 a member of the Wisconsin Employment Relations Commission staff found that the parties were deadlocked. They submitted final offers to the Commission on October 9, 1991. Subsequently the Commission certified that the conditions precedent to initiation of arbitration had been met and instructed the parties to choose an arbitrator. The undersigned was notified of his selection by letter from the Commission Chairman dated December 18, 1991.

A hearing was held in Green Bay on February 6, 1992. The parties presented

witnesses and documentary evidence to support their respective positions and were given an opportunity to cross examine the witnesses and to clarify matters in the documents. No record was made other than the arbitrator's handwritten notes. At the conclusion of the hearing the parties agreed to exchange written briefs. The exchange was accomplished on April 3, 1992. Later the parties agreed to file reply briefs. These documents were exchanged by the arbitrator on May 25, 1992 and the proceeding is considered closed as of that date.

THE ISSUE TO BE DECIDED

The arbitrator is directed by the statute to choose the entire final offer of one party or the other. There are three issues: wages, shift differential, and the level of monetary educational assistance. The final offers of the parties, as slightly amended by mutual agreement prior to the hearing, are attached to this document. The Union's final offer is marked Attachment A, and the County's final offer is marked Attachment B.

THE ISSUE OF COMPARABILITY

The principal problem for the arbitrator in this proceeding is arriving at a judgment between the positions of the parties on the appropriate comparisons to be used in deciding between the two final offers. The statute lists ten factors that are to be used by the arbitrator in rendering an award. The first three (lawful authority of the Employer, stipulations of the parties, and ability to pay) appear not to be considered determinative by the parties. The key factors stressed by these parties are factor d.: "Comparison of wages, hours and conditions of employment . . . with wages, hours and conditions of employment of other employes performing similar services;" factor e.: "Comparison of wages, hours and conditions of employment . . . with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities;" and factor f.: "Comparison of wages, hours and conditions of employment . . . with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities." The parties also cover factors g., cost-of-living, and h., overall compensation, in their testimony and arguments, but their main emphasis is on factors d., e., and f.

As to factor d., the Union takes the position that the employment conditions of registered nurses, as professional employees, should be compared with the employment conditions of registered nurses in a wide area. Although the Union would exclude Milwaukee as a metropolitan area of a different magnitude, it would include all the counties south and east of Brown and Outagamie Counties except Jefferson but including Dane and Rock Counties. It would also include Eau Claire County in the west central part of the state. Consequently, its comparable counties include the following: Calumet, Dane, Dodge, Eau Claire, Fond du Lac, Kenosha, Manitowoc, Outagamie, Ozaukee, Racine,

Rock, Sheboygan, Walworth, Washington, Waukesha, and Winnebago.

The Union makes the following points in support of the counties it has chosen as comparables: It cites a 1983 award by Arbitrator Jay Grenig involving these registered nurses and this Employer (MED/ARB 2082) in which Mr. Grenig adopted the Union's comparables with the exception of Milwaukee County. That list included all the counties on the current list plus La Crosse and Wood Counties. The Union also points out that three of the six counties proposed by the Employer as comparable do not have organized bargaining units. It cites a decision by Sherwood Malamud (Dec. No. 26421 - A, 1/15/91) in which he opines that "a comparability pool dominated or entirely made up of non-organized groups of employees does not further the intent or policy of the Act." The Union pointed out that both Outagamie and Winnebago Counties had made impetuous increases in their hourly rates in response to market conditions. The Union believes "that the most appropriate comparisons consist of represented R.N.'s from county health care facilities (and that) (c)omparison to the units located in Calumet, Dane, Eau Claire, Kenosha, Manitowoc, Racine, Rock and Sheboygan Counties are far more indicative of the settlement which the parties should have reached than the unilateral determinations of employers."

The Employer objects to the counties used by the Union that are beyond those the Employer uses on grounds that they are geographically too far removed from Brown County and because Dane County has a population much larger than Brown County. The Employer introduced a sample copy of a help wanted ad for registered nurses and a table showing the dates that help wanted ads had been inserted during 1991 in newspapers in Green Bay, Appleton, Manitowoc, and Oshkosh. The Employer asserts that it has not needed to recruit beyond that area, an area that generally coincides with the six county area that the Employer thinks is appropriate. In addition, the Employer identified by employee number the separations of registered nurses that have taken place during the past four years. The turnover rate in 1988 was 3.6 per cent, in 1989 8.7 per cent, in 1990 10.8 per cent, and in 1991 8.7 per cent. In none of these years did the number of separations exceed three in a work force of 27 FTE registered nurses in the unit. According to the Employer, this indicates that turnover is not a problem and that necessary recruitment of new employees takes place within the area where it asserts that employers pay comparable rates to employees performing similar services.

And while the Union cites the Grenig award in 1983 involving these same employees, where the arbitrator used essentially the same comparables that the Union proposes in this proceeding, the County cites two more recent awards. In the first, dated December 20, 1991 (INT/ARB-5950 - Rose Marie Baron, Arbitrator) and involving LPN personnel employed at the Brown County Mental Health Center, the same local union that is involved in this case asserted that the appropriate comparables were the counties of Calumet, Dane, Fond du Lac, Manitowoc, Outagamie, Racine, Rock, Sheboygan, and Winnebago. In that case the County

proposed using Fond du Lac, Manitowoc, Outagamie, Sheboygan, Washington, and Winnebago Counties. The arbitrator in that case included a careful discussion of the problem of choosing comparable counties and concluded that geography (with emphasis on proximity) was the most important consideration. Consequently, she excluded Dane, Racine, and Rock Counties. Because of its proximity and despite its much smaller population, she included Calumet County along with the others proposed by the County. The second case cited by the County is more recent and is dated March 19, 1992 (INT/ARB-6011 - Joseph B. Kerkman, Arbitrator). In that case the professional employees of the Brown County Mental Health Center were represented by a different union. That union proposed the counties of Fond du Lac, Outagamie, Winnebago, Marathon, and Dane. The County proposed the counties of Calumet, Fond du Lac, Manitowoc, Oconto, Outagamie, Sheboygan, and Winnebago. In his discussion Mr. Kerkman stressed both proximity and population. Based on these criteria he eliminated Dane County because of its greater population and its distance from Brown County. He eliminated Calumet and Oconto Counties because of their small populations as compared to Brown County's population. Thus he based his analysis on the comparable counties of Fond du Lac, Manitowoc, Outagamie, Sheboygan, Winnebago, and Marathon.

DISCUSSION OF COMPARABILITY IN SUBPARAGRAPH 7d.

As Arbitrator Baron stated in her award referred to above, arbitrators are reluctant to disturb the selection of comparable communities by previous arbitrators for the simple reason that the parties ought to be able to rely upon precedent. But in this case what the Union neglects to state about Arbitrator Grenig's 1983 award was that after excluding Milwaukee County from the Union's proposed comparables, he used both the Union's and the County's sets of comparables in his analysis and did not anywhere state which set was more appropriate. Thus if we are to look to precedent in arbitration awards involving this particular unit, the Grenig award carries no more support for the Union's comparables than it does for the Employer's comparables. And although they involved different units of this Employer, the more recent cases cited by the County involving LPN and professional employees both support the County's position on comparability. Furthermore, the Union's argument that the Employer's comparable counties should carry less weight because half of them are not organized is undermined by entries in its Exhibit G indicating that registered nurses in eight of the sixteen counties the Union proposes as comparables are not represented by unions.

Without reiterating the careful discussion of the importance of proximity and population that is contained in the Grenig, Baron and Kerkman awards referred to above, it appears to me that the precedent established by previous arbitration awards should be considered and that the Employer's version of comparability should be adopted as appropriate in this proceeding. It should also be stated in support of this decision that the County presented evidence purporting to show that the quit rate is not excessive and that recruitment has

been carried out successfully within the geographic area represented by the counties that it proposes as the appropriate comparables.

In my opinion the counties proposed by the County as comparables are appropriate for purposes of the comparisons of Subparagraph 7d.

There was also disagreement between the parties on the application of comparability among the employees of Brown County. The Employer stressed the importance of internal comparability, that is, not departing substantially from settlements already made with representatives of other employees of the County. The Union argues that accepting this point of view is a recipe for unilateral determination of employment conditions in this unit to conform with settlements already made in other units. The parties also disagree as to the appropriate comparables among hospitals and nursing homes employing registered nurses in the private sector in the city of Green Bay. These issues will be considered by the arbitrator below.

DISCUSSION OF THE WAGE ISSUE

In addition to their differences in the choice of counties to be used in comparisons pursuant to factor 7.d., the parties differ about which wage rates should be used in the comparisons. The Union would include longevity in the rates while the Employer would not. Among the six counties that I have determined to be the appropriate comparables two counties (Manitowoc and Sheboygan) have longevity payments. Manitowoc adds nineteen cents to the hourly rate after twenty years, Sheboygan adds eighty cents after twenty-five years. The Union cites several arbitration awards wherein longevity payments have been included in the comparisons. The Employer argues that its employees reach their top rates automatically after two years and that those rates should be compared with rates for employees among the comparables who have had two years in grade or in service. The parties also disagree as to the weight that should be given to percentage increases among the comparables. The Union cites a total of 15.44 per cent increase at the maximum rate for nurses for 1991 and 1992 at Calumet County; 11.02 per cent for the same period for Manitowoc County; 16.5 per cent for Outagamie County; 9.94 per cent for Sheboygan County; and 18.9 per cent for Winnebago County. These figures compare favorably with the 16.0 per cent increase proposed by the Union. The County, however, argues that it is the level of rates, not the percentage of increases that should be given greatest weight.

The following table shows minimum and maximum rates for registered nurses among the comparable counties for 1991 along with percentage increases as compared with the County's and the Union's proposals.

County MHC	Minimum Rate	Maximum Rate	% Increase from 1990 (at maximum)
Calumet	\$12.36	\$13.47	8.0
Fond du Lac	13.18	15.06	3.9
Manitowoc	12.77	14.43*	6.0
Outagamie	11.74	15.22+	3.3
Sheboygan	12.25	15.53**	5.0
Winnebago	13.00	14.00	4.0
Average	12.55	14.62	5.0
Brown (County Proposal)	14.02	15.10	4.0
Brown (Union Proposal)	14.58	15.70	8.0

Adoption of either proposal would put the Brown County rates substantially above the rates of any of the comparables. In percentage terms the County offer is lower than the average of the others but is closer to it than the Union's offer in percentage terms.

The following table presents similar data for 1992.

Calumet	13.36	14.47	7.4
Fond du Lac	13.81	15.79	4.8
Manitowoc	13.42	15.14*	4.9
Outagamie	12.27	15.90+	4.5
Sheboygan	12.86	16.30**	5.0
Winnebago	13.75	14.85	6.1
Average	13.25	15.41	5.45
Brown (County Proposal)	14.58	15.70	4.0
Brown (Union Proposal)	15.77	16.98	8.1

* Rate includes 20 years longevity.

+ Maximum rate determined on basis of merit.

** Rate includes 25 years longevity.

At the minimum rates both proposals are well above any of the comparables

and the average of the comparables. At the maximum rates both proposals are above the average of the comparables. The County proposal, however, would put the Brown County maximum rate at fourth among the comparables, nine cents behind Fond du Lac, twenty cents behind Outagamie, and sixty cents behind Sheboygan. The Fond du Lac and Sheboygan top rates, however, are reached after twenty and twenty-five years respectively, while the Brown County rate is reached after two years. There was no testimony concerning how many reach the maximum rate at Outagamie on the basis of merit or how long it may take.

On the basis of these data the County proposal is preferable to the Union's proposal on the issue of the wage increase as judged against the comparables described in Subparagraph 7d. of the Act.

Subparagraph 7e. directs the arbitrator to consider the wages, hours and conditions of employment of these employees with other employees generally in public employment in the same community and in comparable communities. Here the Union simply makes the argument described above. Although the Union recognizes that in some situations comparison with internal settlements has merit, it does not have merit in cases where the dynamics of the labor market for certain occupations, such as registered nurses, call for higher wage increases than are given to other occupations. The Union also suggests that the lockstep policy of Brown County has also led to large numbers of impasse proceedings and that in this case the settlement for this unit should exceed the pattern in other units.

The Employer introduced testimony showing that eleven other Brown County collective bargaining units had settled for 4 per cent for both 1991 and 1992 and that two others, still not settled for 1992, had settled for 4 per cent in 1991. At the time of the hearing the Employer and another union were in arbitration for a unit of mental health professionals. That award by Joseph Kerkman (in favor of the union and referred to above) was issued in time to be included in the County's brief in this case. It called for a lift of 6 per cent in 1991 and 6 per cent in 1992. These increases, described as catchup by the arbitrator, are the only departures from the 4 per cent pattern in the other units.

In my opinion the County's testimony and its arguments concerning the level of settlements in the other units in the same community are very persuasive in making a judgment pursuant to the terms of Subparagraph 7e.

The wage data for the private sector introduced by the parties to support their positions pursuant to the wording of Subparagraph 7f. was not very useful. The Union introduced reprints from Bureau of National Affairs publications purporting to show rather high rates of percentage settlements in many of the major cities through the United States. It also introduced some wage data from private hospitals and nursing homes in Green Bay. The data that was backed up

by printed material was not current since it had been printed for "Youth Opportunity Days" at St. Mary's Hospital in October, 1990. The other data introduced by the Union at the hearing was all in the form of oral testimony and a handwritten exhibit by the president of the local union. In cross examination it was made clear that although in many cases the starting and top rates were given, it was not known what the time of progression was from one to the other. In two cases the starting rates were known but not the maximum rates. There was no documentation of this testimony other than a handwritten exhibit that showed the figures from the oral testimony. The Employer introduced some testimony purporting to show nursing rates in private institutions in Brown County and in surrounding areas, but it appeared to be for 1990. The County also introduced a BNA publication that purported to show that major collective bargaining settlements in the third quarter of 1991 had been 3.4 per cent, somewhat lower than the County is offering in this proceeding.

In my opinion the parties did not present sufficient probative evidence to form the basis for a judgment, pursuant to Subparagraph 7f., based on comparisons of the wages, hours and employment conditions of these municipal employees with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.

THE SHIFT PREMIUM

The surprising thing about this issue is the great variation in the amounts of shift premium among the comparables. The following table shows it:

Shift Premiums		
Comparable Counties	Second Shift	Third Shift
Calumet	.10	.20
Fond du Lac	.05	.10
Manitowoc	1.00	1.00
Outagamie	.25	.50
Sheboygan	.60	.60
Winnebago	1.00	1.00
Average	.50	.57
County Proposal	.30	.45
Union Proposal	.50	.75

The Union proposal is closer to the average for the second shift. The current rate, which the County would keep, is closer to the average than the average rate for the third shift. On the basis of comparison with the averages, this issue is a close call, but it should be awarded to the Union since,

overall, its proposal is closer to the averages of the comparables.

EDUCATIONAL REIMBURSEMENT

The parties' old labor agreement provided for Employer payment of fifty per cent of tuition up to \$250 per semester for full-time and part-time academic work toward obtaining a Bachelor-of-Science-in-Nursing degree. The County offer would increase the percentage to seventy-five and the dollar amount to \$375 per semester. The Union proposal would raise the maximum dollar figure to \$500, would have no percentage limit, and would have the Employer pay the cost for the American Nurses Association certification test upon successful completion, that amount to be deducted from the \$500 maximum reimbursement

As with a lot of other benefits it is a little difficult to make comparisons. Calumet has no provision for educational reimbursement. Fond du Lac provides fifty per cent reimbursement up to \$300 per year. Manitowoc pays tuition and related fees including books and materials for academic courses, certification and degree programs of this kind. Outagamie reimburses tuition cost if the employee agrees to continue employment for two years. Sheboygan reimburses tuition, books, and related fees for employees who pursue a BSN degree to a maximum of \$3,200, with an obligation to stay employed for one year.

If Winnebago has a policy on this issue, it was not documented in any of the parties' exhibits.

It would have been helpful to the arbitrator if the parties had provided some specifics about tuition costs per credit and how many credits employees are likely to take in one semester. The County's policy appears to be open ended. It is unlikely that most full-time employees can take more than a part-time academic load. In that case the \$375 per semester limitation might pay for an employee's entire education over a period of several years. The Union presented one witness who testified that the County's policy is less generous than the policies of other employers. But without more specific information about costs and numbers of credits taken, it is not clear that the \$375 maximum per semester proposed by this Employer is any less generous than Manitowoc's, Outagamie's, or Sheboygan's. In any event, both parties have stated that the wage issue is paramount in this proceeding. Even if it could be shown that the County's proposal is less generous than a majority of the policies of the comparables, and that has not been demonstrated, this issue would not be determinative in this dispute.

Subparagraph 7g. in the stature lists cost-of-living as a factor to be considered in making a decision in this proceeding. Although both parties introduced exhibits in their testimony at the hearing showing recent data from the Bureau of Labor Statistics concerning movements of the Consumer Price Index, only the County acknowledged this in its brief as a factor to be considered by the arbitrator. The County pointed out that the annual increase in the U.S. City Consumer Price Index as of December, 1991, was 3.1 per cent. At the time of the hearing that was the date of the most recent publication of the data. This was well below the percentage increase being proposed in the County's final offer.

Subparagraph 7h. lists overall compensation as a factor to be considered. The County presented testimony at the hearing and an argument in its brief concerning the overall compensation of the registered nurses in its employ. This testimony and the argument based upon it purported to demonstrate that overall benefits paid to these employees are more generous than those paid to registered nurses employed by the comparable counties. Based on the figures presented by the Employer, this appeared to be accurate.

There appeared to have been no changes in these matters during the pendency of the proceedings (Subparagraph 7i.). Neither party presented any significant data to suggest that ". . . other factors, normally or traditionally taken into consideration. . ." (Subparagraph 7j.) should have an effect on the outcome of this proceeding.

FURTHER DISCUSSION

Determination of the wage scale is the important issue in this proceeding. In deciding which final proposal to accept on the wage issue, the key question was which list of comparable employers was appropriate. The County was persuasive on this question for two reasons: First, its comparable counties conformed better to the precedents of previous awards. The Union did not present convincing testimony or arguments to support a departure from those precedents. Second, the Employer presented convincing testimony that it has no need to go beyond the geographical area represented by its comparables to recruit and retain the force of registered nurses it requires to perform its functions.

The Union makes a strong argument that average rates have increased in percentage terms among both sets of comparables at a higher rate in 1991 than the 4 per cent offered by the County and in 1992 at a rate closer to the Union's 8 per cent proposal than the 4 per cent offered by the County. While this is an impressive argument, it cannot overcome two of the basic arguments presented by the County: first, that its offer conforms with the pattern of settlements already arrived at in Brown County; and second, in comparisons of the level of rates in 1991 and 1992, the County rates are well above the averages of the

comparables in both years. And while I included longevity in the comparisons, I am skeptical about the proportion of registered nurses who have qualified in Sheboygan County for the \$16.30 rate after 25 years of service. Nor is it clear that Outagamie County registered nurses routinely reach the \$15.90 rate after two years, since the maximum rate is determined by merit. It is my belief that the County wage rates for registered nurses and the rates the County proposes for 1991 and 1992 compare favorably with the rates actually paid in the comparable counties.

The Union's position on shift differential seems preferable in comparison with what is paid in the comparable counties. The evidence presented on educational reimbursement is ambiguous, which seems to be indicative of the lesser emphasis both parties give to this issue.

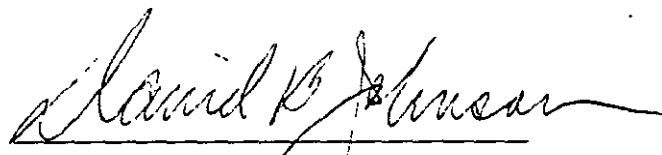
I have carefully examined the final proposals of the parties and have considered them carefully with respect to all the factors that are listed in the statute. Consequently, I make the following

AWARD

The final proposal of the County is adopted in this proceeding and will be incorporated into the labor agreement between the parties for the years 1991 and 1992.

Dated: June 12, 1992

at Madison, Wisconsin



David B. Johnson, Arbitrator

ATTACHMENT A

Name of Case: Brown County (Mental Health Center)
Case 451, No. 45307, Int/Arb-5947

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

7/29/91 (Date) Jan M. Mullen (Representative)

On Behalf of: Elm. L. L. 1901 E RN'S

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RELATIONS COMMISSION

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— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

UNION AMENDED FINAL OFFER
AUGUST 27, 1991
BROWN COUNTY MENTAL HEALTH CENTER
LOCAL 1901 (R.N.'s)
AFSCME, AFL-CIO

- 1) Two (2) year Agreement effective January 1, 1991 to December 31, 1992.
- 2) Wages: A) Four percent (4%) increase effective January 1, 1991
 C) Four percent (4%) increase effective July 1, 1991
 B) Four percent (4%) increase effective January 1, 1992
 D) Four percent (4%) increase effective July 1, 1992
- 3) Shift Differential:
 A) ~~Day shift - fifty cents (\$.50) per hour~~ dropped 8/27/91
 B) P.M. shift - Fifty cents (.50¢) per hour
 C) Night shift - Seventy-five cents (.75¢) per hour
- 4) Retention Bonus: (See Union exhibit #1)
- 5) Article 25: Education Assistance
 add: (See Union exhibit #2)
- 6) ~~24/40-Employees-to-be-paid-at-the-rate-of-time-and-one-half-(1½)-for
all-hours-worked-over-40-~~ dropped 8/27/91
- 7) ~~Full-time-Employees-who-work-Monday-through-Friday-shall-be-paid
twenty-(20)-hours-for-each-day-of-24/40-shift-worked-~~ dropped 8/27/91
- 8) ~~Part-time-Employees-who-relieve-Employees-who-are-working-the-24/40
shift-be-paid-at-the-rate-of-time-and-one-half-(1½)-for-the-full
twelve-(12)-hours-~~ dropped 8/27/91
- 9) W.R.S. ~~Full payment of the W.R.S. based on dollar amount. Dollar
amount to be calculated when wage rate determined.~~

For The Union:


James W. Miller, Staff Representative

BCMHC\UNFNLOF.081

UNION EXHIBIT #1

A retention bonus for Registered Nurses shall be awarded at a rate of one thousand dollars (\$1,000.00) per year with ANA certification or eight hundred dollars (\$800.00) per year without ANA certification. Said amounts are pro-rated according to posted position. Payments shall be made January 1 and July 1 of each year.

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UNION EXHIBIT #2

ARTICLE 25
(Paragraph 2)

The County will pay the cost for ANA certification test fee upon successful completion of the test. The money expended for the test fee shall be deducted from the five hundred dollar (\$500.00) maximum per semester for all full-time and part-time Registered Nurses. The Executive Director or his/her designee shall approve, in advance, the certification specialty area. (Certifications will be limited to areas relevant to Mental Health Center programs.)

This section is intended to cover payment for the two employees who have been already certified, Stechart and Tauschek retroactively.

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— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

ATTACHMENT B

Name of Case: Brown County (Mental Health Center)
Case 451, No. 45307, Job/art-5947 (RN's)

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we ~~do~~ (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

X _____
X 8/2/91
X _____
(Date)

X _____
X David E. Lang
X _____
(Representative)

X On Behalf of: _____
X Brown County

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— WISCONSIN EMPLOYMENT
RELATIONS COMMISSION —

COUNTY FINAL OFFER TO 1901E - REGISTERED NURSES

1. All items that have been tentatively agreed to.
2. Wages - 1991: 4% across the board
1992: 4% across the board
3. A retention bonus for Registered Nurses shall be awarded at a rate of \$1,000 per year with ANA certification or \$800 per year without ANA certification. Said amounts are prorated according to posted position. Payments shall be made January 1 and July 1 of each year. Retention bonus language will remain in a memorandum of understanding that expires at the end of the labor agreement.
4. New employees will be eligible for insurance coverage the first of the month following 30 days of employment.
5. Chiropractic Care benefit will have a \$100 deductible as follows:

<u>Individual:</u>	\$100 per calendar year
<u>Family:</u>	3 family members per calendar year
<u>Co-Insurance:</u>	After deductible is satisfied for calendar year, plan pays for 80%, employee pays 20% of covered expenses to lifetime maximum.
6. The County will pay seventy-five percent of tuition only up to \$375 per semester for fulltime and part-time Registered Nurses for credits toward obtaining a Bachelor of Science in Nursing Degree.

David E. Long
6/7/91