

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of:

WISCONSIN COUNCIL 40, LOCAL 1749,
AFSCME, AFL-CIO

Case 195 No. 48944
INT/ARB-6835

Decision No. 27719-A

To Initiate Arbitration Between Said
Petitioner and

Sherwood Malamud
Arbitrator

SHEBOYGAN COUNTY (HIGHWAY
DEPARTMENT)

APPEARANCES:

Helen Isferding, Staff Representative, 1207 Main Avenue, Sheboygan,
Wisconsin 53083, appearing on behalf of the Union.

Louella Conway, Personnel Director, 615 N. Sixth Street, Sheboygan,
Wisconsin 53081, appearing on behalf of the Municipal
Employer.

ARBITRATION AWARD

Jurisdiction of Arbitrator

On October 21, 1993, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Arbitrator to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6.c., Wis. Stats., with regard to an interest dispute between Local 1749, Wisconsin Council 40, AFSCME, AFL-CIO, hereinafter the Union, and Sheboygan County (Highway Department). Hearing in the matter was held at the Sheboygan County Law Enforcement Center on December 8, 1993. Briefs and reply briefs were exchanged through the Arbitrator by February 24, 1994, at which time the record in the matter was closed. Based upon a review of the evidence, testimony and arguments presented by the parties, and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7.a.-j., Wis. Stats., to the issues in dispute herein, the Arbitrator renders the following Award.

SUMMARY OF THE ISSUE IN DISPUTE

In their negotiations for a three year successor Agreement for calenday years 1993 through 1995, the parties reached agreement on all but one matter. The County proposes to grandfather longevity for employees on the payroll prior to January 1, 1994. New hires subsequent to that date would not be eligible to receive and participate in the County's longevity

program. The County offers a payment of \$500 to each employee on the payroll upon ratification of its proposal.

The Union proposes to maintain the status quo and continue in this successor Agreement the contractual longevity program found at Article 11 of the expired Agreement for all employees.

STATUTORY CRITERIA

The criteria to be used to resolve this dispute are contained in Sec. 111.70(4)(cm)7, Wis. Stats. Those criteria are:

7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

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

BACKGROUND AND POSITIONS OF THE PARTIES

Since the 1981-82 session of the Sheboygan County Board of Supervisors, Sheboygan County has attempted to eliminate or limit the contractual longevity program, which is set forth in Article 11 of the parties' expired Agreement. In resolution number 9 of the proceedings of the Sheboygan County Board of Supervisors for the year 1981-82, the County sets out the basis for its adoption of this policy which it has proposed in negotiations for each of the agreements from 1981-82 through the one at issue herein, with the exception of one bargain. Resolution no. 9 reads, in material part, as follows:

RE: ELIMINATION OF LONGEVITY

WHEREAS, many years ago Sheboygan County adopted an employee's "longevity" wage plan, both as an inducement for making employment with Sheboygan County a career and as a supplementation to pay as Sheboygan County's wage policies were modest by comparison to the private sector; and

WHEREAS, neither of the above factors continue to exist as a justification for offering of such longevity benefits to new employees; and

WHEREAS, continuing to provide longevity benefits for employees hereafter hired increases Sheboygan County's exposure to an unfunded liability which has an adverse effect on the County's bond rating;

NOW, THEREFORE, BE IT RESOLVED, that by the adoption of this resolution the Sheboygan County Board of Supervisors go on record as being opposed in principle to the concept that longevity be offered to new employees that the Personnel Committee and those staff people involved in the negotiating process be directed to make the elimination of longevity pay benefits for employees hired after this date a priority item.

The Union strenuously resists the limitation of the longevity program to current employees. The rationale for the Union position appears in the language of the longevity program in effect in the City of Sheboygan Department of Public Works, Union Exhibit No. 31 in this case:

(f) Longevity rates are provided in the compensation plan to provide financial recognition for long and faithful service where there is no provision for further advancement within the base pay range.

The Union maintains that there is little opportunity for promotion or movement in the structure of the highway department. Longevity provides employees, who are "stuck" in their positions for their work careers, with an inducement to remain and work in the Sheboygan County Highway Department.

In their briefs, the parties set out the following additional arguments in support of their respective positions.

The Union Argument

First, the Union argues that its comparables should be adopted. The County agreed to include Kenosha as the comparable in this arbitration. Yet, the County skips Racine. In addition, the Union protests the County's use of Marathon, Eau Claire, and LaCrosse Counties as comparables in this matter. The Union accuses the County of comparable shopping.

The Union argues that the criterion interest and welfare of the public supports the adoption of its offer. The Union argues strenuously that the County attempts to establish a two-tiered salary structure through its proposal to grandfather longevity. The longevity system in place permits employees with appropriate seniority to earn up to \$1.67 more per hour than new employees. Yet, under the County's proposal new employees would not be able to achieve this wage differential. The Union argues that the County proposal violates the basic principle of equal pay for equal work. The longevity payment is a recognition of the inability of employees to promote or move to other positions in the Highway Department. It rewards employees for their experience and length of service.

The Union argues that the decisions of Arbitrator Levine in Walworth County and of this Arbitrator in the Village of East Troy support the Union position. The County proposal will create a large wage disparity between employees presently on staff and new employees to be hired who would not be eligible for longevity.

The Union argues that the average rate paid in Sheboygan is well below the average. It is only through longevity that employees achieve wage

rates at the average or above the average. In order to do so, an employee must be in County service for an extended period of time.

The Union argues that the internal comparables support the adoption of its proposal. The Union notes that all other County units have settled agreements with Sheboygan County at approximately the same pay increase. Those units all enjoy the same longevity program set forth in the expired agreement. Those agreements continue the longevity program. It is only in this unit, that the County attempts to limit the longevity program.

The Union references the longevity programs in Sheboygan schools which ranges from 3-9%; Sheboygan Water Utility and other surrounding communities which all have longevity programs in place.

Finally, the Union argues that the County offers an inadequate quid pro quo for its longevity proposal. In addition, the Union argues that the \$500 payment upon ratification has little meaning in an interest arbitration setting. In addition, under the County offer, it is unclear who is entitled to the \$500 payment.

In its reply brief, the Union meets the argument that the County has many applicants for vacant positions. There is no determination as to the number of applicants who are qualified for the new positions. The Union notes that the inadequacy of the quid pro quo offered by the County is not counterbalanced by the other agreements reached in this bargain. Those agreements are beneficial to both the Union and the County. Specifically, the agreed to sick leave buyout benefits both the County and its employees.

The County Argument

The County argues that the successor Agreement, at issue here, is a three year agreement. It provides security to unit employees. Under this Agreement, short and long-term disability programs are enhanced or put in place. The County attaches an exhibit to demonstrate the cost of the tentative agreement.¹

The County argues that Brown, Outagamie, Racine, and Winnebago Counties are inappropriate comparables to Sheboygan. The County notes that both Brown and Racine Counties are 90 and 70%, respectively, larger than Sheboygan. Winnebago and Outagamie Counties are 25% larger than

¹ The Union objects to the Arbitrator's consideration of Exhibit A which was attached to the County's brief.

The Arbitrator has not considered Exhibit A. The information contained in the Exhibit was not presented as evidence in the hearing.

Sheboygan. Dodge County is smaller by 25%. The comparables it suggests have populations more in line with the population of Sheboygan County.

The County argues that the interest and welfare of the public mandates the selection of its offer. The County emphasizes that it is time for a change. It is necessary to curb longevity. Since 1981, the County has attempted with the exception of one set of contract negotiations, to bargain a limitation on the longevity program. The County emphasizes that current employees will be able to avail themselves of the longevity benefits. The County notes that it attempts, here, to limit longevity to present employees. It does not wish to extend this benefit to new employees.

The County argues that longevity is the highest of any of the comparables. It amounts to, from 31¢ to in excess of \$1.60 an hour. In addition, since longevity is placed on the wage rate, the across-the-board wage increases impact longevity, as well.

Of the counties suggested by the Employer as comparables, only three have longevity programs in place. The comparables suggested by Sheboygan County are LaCrosse, Marathon, Eau Claire and Kenosha Counties, as well as, the contiguous counties of Manitowoc, Fond du Lac, Calumet, Ozaukee and Washington Counties.

The County counters the Union argument that the Employer's proposal will result in a two-tier wage schedule. The County asserts that such two-tier wage schedule already exists. New employees who have less than five years of service do not receive longevity. Those with seniority receive longevity.

The County notes that the average age of the Highway Department employee is 42. Longevity will be paid to these employees for many years to come. The grandfathering will apply only to new employees hired after January 1, 1994.

The County notes that Fond du Lac County eliminated its longevity program last year. Calumet County has a step at five and ten years in its wage schedule; however, it is not set forth as a longevity program.

In its reply brief, the County argues that 15% of this bargaining unit has 25+ years of service and are receiving 12.5% longevity on their wage rate. The wage rates with longevity bring the total rate to a point in excess of one dollar above the average rate paid by comparable counties. The County proposal will not eliminate longevity for those employees who presently receive longevity.

The County notes that if classification no. 3 in the Sheboygan salary schedule for a Mechanic First Class is used as a benchmark position, the impact of longevity can be clearly established. At 18 months the wage rate is

\$12.93. It increases to \$13.50 per hour with five years' longevity. With 20 years' longevity, it goes to \$14.22. The County maintains that the wage levels it pays without longevity are comparable to those paid by other counties. However, the longevity program in place in Sheboygan County is by far the highest and most expensive longevity program of any county in the state.

The County concludes that it is time for a change, and it is necessary for the Arbitrator to put that change in effect. The Union has resisted reasonable proposals to limit longevity which the County has presented over a period of approximately 12 years of bargaining.

DISCUSSION

Comparability

Both the Union and the Employer include Kenosha as a comparable. The County challenges the inclusion of Brown, Winnebago, and Outagamie Counties on the basis of their size. The Union includes Racine as a comparable, because it is contiguous to Kenosha.

Other than the inclusion of Kenosha by agreement of the parties, the Arbitrator finds no basis for expanding the list of comparables. For example, there is nothing in this record which establishes Racine as a comparable to Sheboygan. Racine is in a different labor market. It differs in size and in the economic character of that county. Similarly, Marathon, Eau Claire, and LaCrosse, the comparables suggested by the County, are in different labor markets. Other than a similarity in population, there is no basis for comparability.

Arbitrator Zeidler cautions arbitrators against changing the comparability grouping in the absence of substantial and convincing evidence as to the need to for such change. To do otherwise, would only encourage the parties to engage in comparability shopping. It will upset the bargaining between the parties. A fixed set of comparables provides a framework in which the parties may measure their proposals, with the full knowledge that if they proceed to arbitration, their proposals will be considered in the context of the established comparability grouping. This listing is the established comparability grouping, with the addition of Kenosha, in accordance with the parties' agreement. Accordingly, the Arbitrator concludes that the comparability grouping shall be as follows: Brown, Calumet, Dodge, Fond du Lac, Kenosha, Manitowoc, Outagamie, Ozaukee, Washington, and Winnebago Counties.

Grandfathering of Longevity

The Arbitrator has prepared a number of charts. The Arbitrator has employed Union Exhibits 22, 23 and the Agreements placed in evidence by

the Union, Exhibits 36 through 46, and County Exhibits 15, 17 and 20 in the construction of the charts which appear on pages 9 through 12.

In Chart no. 1, the Arbitrator identifies the base year, 1992, at classification 2 and 3 of the Sheboygan wage schedule. Because comparable counties place different classifications at different wage levels, it is necessary to contrast several classifications in order to create a viable comparison of the wage rate with and without longevity in Sheboygan to those rates in comparable counties. The top wage rate in a particular classification without longevity appears in one column. Since the purpose of this comparison is to establish the impact of longevity, the Arbitrator employs the top rate, and in the case of split increases, the end rate for that particular comparable at that particular classification. Another column describes the impact of longevity on the top rate.

The Arbitrator does not use the mechanic classification as a basis for comparison. There are different skill levels for mechanics. Some contracts distinguish between these levels; some do not.

The Arbitrator identifies the top longevity payment made by a particular comparable to an employee in the particular classification and measured that against the top longevity amount paid in Sheboygan. Since approximately 15% of the Highway unit will receive the top longevity rate, 12.5%, and since an additional ten employees will receive the next higher 10% longevity rate, the Arbitrator concludes that it is appropriate to use the top wage rate and the top longevity rate as a basis of comparison of rates in Sheboygan to those of the comparable communities.

In Chart no. 2, the patrolman classification serves as the basis of comparison. Several of the comparables do not maintain a separate Truck Driver classification. Chart no. 2 notes n/a for those comparables which do not list that classification. There is no testimony in this record from which the Arbitrator may infer the level at which these classifications are paid by the comparables. In addition, many of the comparables are not settled for 1994. Data for that year is included in Chart no. 2, however, due to the lack of data no arbitral determinations are made on the basis of the 1994 data for the Truck Driver classification. At the other classifications, data for at least five of the comparables is available; some conclusions are reached on the basis of this 1994 data.

Chart no. 2 is mostly based on County exhibits. However, the County presents the start rates rather than the top rate for some of the comparables. The Arbitrator checked the underlying Agreements for the appropriate rate. For example, the County lists the Truck Driver 1993 rate in Kenosha at \$12.63, which is the start rate. The top rate is \$15.79.

In Chart no. 3, the Arbitrator compares the rates agreed to for Heavy Equipment Operator, a classification 3 position under the Sheboygan wage schedule, to the rate paid by comparables for that classification.

In the Charts below, the Arbitrator demonstrates the impact of longevity by charting the difference from the average generated by the Union position with longevity in place. The difference noted for the County assumes that longevity is not in place and new employees will in the future only receive the top rate.

CHART 1

**1992 Classification 2 (Truck Driver) & 3 (Equipment Operator) Top Wage
Inclusive of Longevity**

COMPARABLE COUNTY	1992 Top Wage Truck Driver	1992 Top Wage + Longevity Truck Driver	1992 Top Wage Equipment Operator	1992 Top Wage + Longevity Equipment Operator	1992 Top Wage Patrolman	1992 Top Wage + Longevity Patrolman
Brown	12.60	12.77	12.73	12.90	12.60	12.77
Calumet	11.61	11.61	11.74	11.74	11.61	11.61
Dodge	11.75	11.95	11.43	11.63	11.25	11.45
Fond Du Lac			11.71	11.96	11.46	11.71
Kenosha	15.22	15.22	15.40	15.40	15.22	15.22
Manitowoc			12.43	12.71	11.96	12.24
Outagamie	EOI-11.06	11.22	11.70	12.17	11.33	11.70
Ozaukee			13.03	13.03	13.03	13.03
Washington	13.10	13.10	13.10	13.10	13.10	13.10
Winnebago	12.00	12.15	12.26	12.41	12.00	12.15
Average	12.48	12.57	12.55	12.71	12.36	12.50
Sheboygan Cnty	12.28	13.82	12.40	13.95	12.40	13.95
Diff from avg	-.20	+1.25	-.15	+1.24	+.04	+1.45

CHART 2

TRUCK DRIVER

COMPARABLE COUNTY	1993 Top Wage	1993 Longevity	1993 Wage + Longevity	1994 Top Wage	1994 Longevity	1994 Wage + Longevity
Brown	13.12	.17	13.29			
Calumet	11.94	0	11.94	12.67		12.67
Dodge	11.75	0	11.75			
Fond Du Lac	12.24	0	12.24	12.78	0	12.78
Kenosha	15.79	0	15.79	16.38	0	16.38
Manitowoc	12.44	.28	12.72			
Outagamie	n/a					
Ozaukee	n/a					
Washington	n/a					
Winnebago	12.42	.15	12.57	12.85	.15	13.00
Average	12.81		12.90			
Sheboygan Cnty	12.80					
Sheboygan Union	12.80	1.60	14.40			
Diff from average Cnty	-.01					
Diff from average Union			+1.50			

CHART 3

Patrolman

COMPARABLE COUNTY	1993 Top Wage	1993 Longevity	1993 Wage + Longevity	1994 Top Wage	1994 Longevity	1994 Wage + Longevity
Brown	13.12	.17	13.29			
Calumet	12.08	.10	12.18	12.56	.11	12.67
Dodge	11.75	0	11.75			
Fond Du Lac	12.24	0	12.24	12.78		12.78
Kenosha	15.79	0	15.79	16.38		16.38
Manitowoc	12.44	.28	12.72			
Outagamie	11.90	.39	12.29			
Ozaukee	13.55	0	13.55	14.09		14.09
Washington	N/S		N/S	N/S		N/S
Winnebago	12.42	.15	12.57	12.85	.15	13.00
Average	12.81	0.11	12.93	13.73	****	13.78
Sheboygan Cnty w/o longevity	12.93		12.93	13.48		13.48
Sheboygan Union	12.93	1.62	14.55	13.48	1.69	15.17
Diff from average Cnty	+.12		0	-.25		-.30
Diff from average Union	+.12		+1.62	-.25		+1.39

CHART 4

Heavy Equipment Operator

COMPARABLE COUNTY	1993 Top Wage	1993 Longevity	1993 Wage + Longevity	1994 Top Wage	1994 Longevity	1994 Wage + Longevity
Brown	13.25	.17	13.42			
Calumet	12.21	.11	12.32	12.70	.11	12.81
Dodge	11.93		11.93			
Fond Du Lac	12.47		12.47	13.01		13.01
Kenosha	15.98		15.98	16.58		16.58
Manitowoc	12.93	.28	13.21			
Outagamie	12.29	.50	12.79			
Ozaukee	13.55		13.55	14.09		14.09
Washington						
Winnebago	12.69	.15	12.84	13.13	.15	13.28
Average	13.03		13.28	13.90		13.95
Sheboygan Cnty	12.93		12.93	13.48		13.48
Sheboygan Union	12.93	1.62	14.55	13.48		15.17
Diff from average Cnty	-.10		-.35	-.42		-.47
Diff from average Union	-.10		+1.27	-.42		+1.22

The record evidence clearly establishes that Sheboygan's longevity program with a 12.5% add-on the wage rate is the most generous longevity program in the state. Some of the surrounding communities, such as, Sheboygan Falls maintain a percentage longevity program which top out at

9%. However, for the most part, the longevity programs of the comparables are far more modest.

The Charts above clearly demonstrate the impact of longevity for employees with long years of service in the County. The wage rates in Sheboygan with longevity are well above average. The rates without longevity in 1993 range below average from 1 cent at the Truck driver classification to 10 cents at the Heavy Equipment Operator classification and 12 cents above average at the Patrolman classification. Without a doubt, the Charts provide **the strongest possible support** for the limitation of longevity to those employees who have remained in County service in the expectation of receiving the benefit of the contractual longevity program.

Such Other Factors-Quid Pro Quo

The County maintains that there presently exists a two-tiered wage schedule in Sheboygan County. The two tiers consist of those employees who have achieved sufficient years of service to participate in the County's longevity program; the other tier consists of those employees who have less than five years' employment with the County.

The Arbitrator disagrees with this County argument. At present, all employees in the County are eligible to participate in the contractual longevity program. When employees achieve sufficient length of service, they, too, will be able to participate in the longevity program. Under the County proposal, a two-tier wage schedule will be established. In one tier, are current employees who are eligible to participate in the contractual longevity program. In the other tier are employees hired subsequent to January 1, 1994, who will not be eligible to participate in the contractual longevity program.

Obviously, a 25 year employee has been in the employ of Sheboygan County since at least 1969. The 1981 County Board resolution reflects the realization that in some period of time prior to 1981, Sheboygan County paid wage rates below those paid by private employers. There is no historical data relative to the wage rates paid by Sheboygan as contrasted to the other comparable counties or, for that matter, private sector employers. The Resolution confirms that the Sheboygan County longevity program was established to offset a wage disparity. However, as denoted above, longevity for the most senior employees generates a wage rate far above the average paid by comparable counties.

The County cites the decision of Arbitrator Vernon in Elkart Lake-Glenbeulah School District, 26491-A (1990) in which he observes that:

When an Arbitrator is deciding whether a change in the status quo is justified, he/she is really weighing and

balancing evidence on four considerations. They are: (1) if, and the degree to which, there is a demonstrated need for the change, (2) if, and the degree to which, the proposal reasonably addresses the need, (3) if, and the degree to which, there is support in the comparables, and (4) the nature of a quid pro quo, if offered. (As quoted in the Employer's brief)

In this case, the comparability criterion clearly establishes a basis for limiting longevity to those employees whose wage expectations in the course of their work careers at Sheboygan have been impacted by the contractual longevity program. The grandfathering of longevity assures the County that over time, with attrition, the longevity program will terminate.

The County offers a quid pro quo by paying present employees who already enjoy the longevity program, and who are to receive the benefits of that program, a \$500 bonus upon ratification of the agreement.² A proposal to increase the wage schedule for new employees to the average paid by comparable Employers where the County is slightly below average, would provide new employees with higher wage rates over their work careers. In this way, one need for longevity may be obviated. In essence, a proposal to place longevity, as it were, in the wage rate would be most consistent with the resolution of the Sheboygan County Board of Supervisors back in 1981. The County does not make this offer.

The Union's objection to the elimination of longevity is not addressed by the County's proposal. The Union maintains, and the Arbitrator agrees, that the payment of longevity is made, in part, in recognition of the availability of few promotional opportunities in the Highway unit. The Union argument would justify the retention of longevity. The comparability data suggests that a more modest longevity program for new employees may be another appropriate response to this dispute. In any event, the Union proposes the retention of the status quo. The County proposes the payment of a \$500 bonus, rather than adjusting the wage rate.

The Union argues that the County quid pro quo is inadequate. The Union does not suggest a basis for rejecting a \$52,000 cost impact proposal, in the context of this dispute. Accordingly, the Arbitrator must conclude that the quid pro quo is adequate.

²This Arbitrator interprets the County's offer to mean that upon the issuance of this Award, should the County prevail, each employee on the payroll, as of the date of the Award shall receive the \$500 payment. Unlike its proposal on longevity, the bonus payment contains no hire date limitation. It is on the basis of this interpretation of the County's proposal that its offer is considered.

Such Other Factors-Internal Comparability

This criterion is determinative of this dispute. Sheboygan County has settled with all other bargaining units. All other units have the identical longevity program from 2.5% to 12.5% over the period of 5 years to 25 years in effect in their agreements. Three year agreements were entered into with these other units without touching the longevity program. The County Nurse unit is in arbitration. However, longevity is not an issue in that case.

There is no evidence in this record to suggest that the wage structure for Sheboygan County Highway Department is any different than any other unit. There is no evidence to show that the wage rates for institution or clerical support employees are below those of employees in comparable counties to the point that longevity serves as a basis for repaying employees of long service for enduring substandard rates. There is not a scintilla of evidence to suggest why Sheboygan County Highway Department employees should have longevity grandfathered while employees in all other units should continue to enjoy the longevity benefit. The County ignores this issue in its presentation and argument.

The Arbitrator finds this criterion determinative. To permit the employer to upset the internal comparability pattern through this interest arbitration award, will only create confusion in the collective bargaining relationships between the County and its other employees.

Selection of the Final Offer

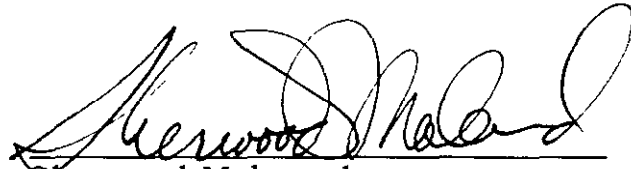
In the above discussion, the Arbitrator finds that the interest and welfare of the public criterion does not serve to distinguish between the final offers of the parties. The County argues that the Stipulations and agreements reached serve as a basis for selecting its final offer. However, those agreements stand on their own, and the agreed to items provide mutual benefit to both parties. The criteria, Comparability and Such Other Factors-Quid pro quo serve as the basis for distinguishing between the final offers of the parties. In the final analysis, the dramatic break in the pattern of bargaining reflected in the County's final offer serves as the basis for the selection of the Union's final offer for inclusion in the successor Agreement. The Union proposes the retention of the status quo on longevity in the same manner that the status quo has been retained for identical longevity programs for the other collective bargaining units of Sheboygan County.

On the basis of the above Discussion, the Arbitrator issues the following:

AWARD

Upon the application of the statutory criteria found at Sec. 111.70(4)(cm)7.a.-j., Wis. Stats., and upon consideration of the evidence and arguments presented by the parties and for the reasons discussed above, the Arbitrator selects the final offer of the Union, which together with the stipulations of the parties, are to be included in the collective bargaining agreement between Sheboygan County Highway Department and Local 1749, Wisconsin Council 40, AFSCME, AFL-CIO, for calendar years 1993, 1994, and 1995.

Dated at Madison, Wisconsin, this 14th day of April, 1994.



Sherwood Malamud
Arbitrator