BEFORE THE ARBITRATOR

In the Matter of the Interest Arbitration of a Dispute Between

CRAWFORD COUNTY

and

CRAWFORD COUNTY SHERIFF'S DEPARTMENT EMPLOYEES LOCAL 3108-A, CRAWFORD COUNTY HIGHWAY EMPLOYEES LOCAL 2769, and **CRAWFORD COUNTY GENERAL (COURTHOUSE) EMPLOYEES LOCAL 3108**

Case 94 No. 67018 MIA-2793 (Sheriff's Department) Dec. No. 32361-A

Case 95 No. 67019 INT/ARB-10954 (Highway) Dec. No. 32362-A

Case 96 No. 67020 INT/ARB-10955 (Courthouse) Dec. No. 32363-A

Appearances:
Murphy Desmond, S.C., Attorneys at Law, by Edward A. Corcoran, on behalf of Crawford County.

Neil Rainford, Staff Representative, and Thor Backus, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of Crawford County Employees AFSCME Locals 2769, 3108, and 3108-A.

Arbitrator: David E. Shaw

ARBITRATION AWARDS

The above-referenced Locals, hereinafter the "Union", petitioned the Wisconsin Employment Relations Commission to initiate interest arbitration with Crawford County, hereinafter the "County", with respect to an impasse between the Unions and the County pursuant to Sec. 111.77, Stats., and Sec. 111.70(4)(cm)6, Stats., respectively. The parties agreed to a voluntary impasse procedure pursuant to Sec. 111.70(4)(cm)5, Stats., set forth below, whereby the Arbitrator is to apply the criteria listed under Section 111.70(4)(cm)6, Stats., in deciding the issues in dispute. Pursuant to this voluntary impasse procedure, the undersigned, David E. Shaw, was selected to issue final and binding awards and was so appointed by orders of the Commission dated April 1, 2008. A hearing was held before the undersigned on May 29, 2008 in Praire du Chien, Wisconsin, at which time the parties were given the opportunity to present testimony and documentary evidence, as well as arguments, in support of their respective positions. The hearing was not transcribed. The parties filed briefs and reply briefs, the last of which was received on August 16, 2008.

Based upon consideration of the statutory criteria, the evidence, and the arguments of the parties, the undersigned issues the following Awards.

Agreed Voluntary Impasse Resolution Procedure

Pursuant to Section 111.70 (4) (cm) 5. Wisconsin Statutes, the County of Crawford, a municipal employer, and the Crawford County General (Courthouse), Highway and Sheriff's Department Employees, each a labor organization, as a permissive subject of bargaining agree to the following dispute settlement procedure:

A. Binding interest arbitration pursuant to Section 111.70 (4) (cm) 6. Wisconsin Statutes;

B. Consolidate Case 94, No. 67018 MIA-2793 (Sheriff's Dept.), Case 95, No. 76019 INT/ ARB-10954 (Highway), Case 96, No. 67020 INT/ARB-10955 (Courthouse);

C. Single hearing;

D. Brief with an opportunity for a reply.

E. The following matters are to be decided (i.e., the arbitrator shall adopt without further modification the final offer of one of the parties) independent of each other:

1. Health benefits, wages; and.

2. All other disputed issues per each unit.

F. David Shaw is designated as the arbitrator.

A copy of this agreement will be filed with the Wisconsin Employment Relations Commission.

BACKGROUND

Wisconsin Council 40, AFSCME, AFL-CIO, represents the employees in the Crawford County Sheriff's Department, the County's Highway Department and Courthouse. As noted above, the Union and the County have agreed to consolidate these cases for the purpose of the hearing and the resolution of their dispute as to the issues of health insurance and wages for 2008 in all three bargaining units, with the Arbitrator to decide that dispute independent of the unit specific issues in the Sheriff's and Highway bargaining units, the latter to be decided separately as to each of those units.

ISSUES IN DISPUTE

The parties have reached agreement on the wages for 2007 of an increase of 2 1/2 % across-the-board and no additional contribution from employees to the health insurance premium for that year. However, they are at impasse with regard to the wages and employee contribution to health insurance premiums for 2008. The County proposes a 3% wage increase across-the-board for 2008 and an employee contribution to the health insurance premium of $15 per month for a single plan and $40 per month for a family plan for the two highest cost plans of the three plans offered, i.e., the Gunderson Lutheran and Health Traditions plans. The Union proposes a 2 1/2 wage increase across-the- board and status quo on employee contributions towards health insurance premiums for 2008.

With respect to the Sheriff's Department bargaining unit, the County proposes to eliminate the first sentence of Section 14.05 that provides:

> No part-time or seasonal employees shall work overtime unless
> all regular employees are working overtime or are unavailable for work.

The County proposes an additional holiday, Martin Luther King Day. The Union proposes to retain the status quo in both regards.

With respect to the Highway Department bargaining unit, the County proposes to modify the Highway Agreement to prohibit vacation buy back and taking or being paid for vacation before it is accrued, and to require the direct deposit of paychecks. The County also proposes an $.80 an hour wage increase for those classifications in Range 1 effective January 1, 2007, in addition to the across-the-board increase, and one additional floating holiday. The Union opposes the additional wage increase for Range 1 and proposes the status quo with regard to vacation, holidays, and the direct deposit of paychecks.

POSITIONS OF THE PARTIES

Union

Health Insurance and 2008 Wages

The Union asserts that Sec. 111.70(4)(cm)7, Stats., the greatest weight criterion, is not relevant in this case, as the mere existence of this constraint does not compel acceptance of the less costly offer. In order for this factor to come in to play arbitrators have required employers to specifically show that the selection of a final offer would significantly affect the employer's ability to meet the State imposed restrictions. The Union asserts that the County's data in County Exhibit 4 only shows health insurance costs as a percentage of the wage and benefits budget and not of the County's total budget. For the County to demonstrate that it cannot pay for the Union's health insurance offer, it would need to establish that the Union's offer pushes the County's total budget beyond the breaking point and that no non-wage and benefit adjustments can be made. As the County's data does not provide any details as to the total budget expenditures for 2008, it can make no claim that the Union's offer is unworkable. Further, the County's data indicates that the percentage of the wage and benefits budget required for health insurance decreased over the period of 2006-2007. In light of the paucity of data provided by the County and the decline in health insurance costs as a percentage of the wage and benefit costs in the most recent two-year period, the greatest weight factor has no application.

With regard to Sec. 111.70(4)(cm) 7g, Stats., the greater weight criterion, the Union asserts that the County's economy is comparably average and the County has recently seen a substantial reduction in its tax levy rate of 11.99% from 2003-2006. (Union Exhibit 2B). Looking at all of the indicators of the health of a county's economy typically considered by arbitrators, the County's economy is solidly middling compared to the economies of the comparable counties. It ranks above the middle for growth in adjusted gross income from 2003-2006 and per capita income has grown more quickly than in the majority of the comparable counties for that period. Its per capita value increases over that same period have also been in the middle amongst the comparables, increasing by nearly 24% over that period. Further, the County's annual unemployment rates have steadily and significantly declined over that period, while the rates in some of the neighboring counties have increased. Thus, the local

economy of Crawford County is solidly middling and has improved in recent years. In light of this, the factor does not support the County's proposal of further health insurance concessions from its employees.

Considering the "other factors" under Sec. 111.70(4)(cm) 7r, Stats., the Union argues that its offers are more reasonable because the County's offer proposes changes in the status quo. Arbitrators have consistently found that the arbitration of changes to the status quo should not be granted except under exceptional circumstances. Citing, Menomonee Falls School District, Dec. No. 24142-A (Arbitrator Christenson, (1987). The Union asserts that under the three-pronged test that arbitrators have used in determining whether to adopt the change in the status quo, the proponent of change bears a heavy burden. Here, the County has not demonstrated a need, nor has it provided a bona fide quid pro quo for its various proposals to change the status quo, and has not satisfied any of the conditions for justifying the change in the status quo through interest arbitration.

The Union asserts that the County's health insurance offer must be evaluated in the context of the State of Wisconsin-ETF Health Insurance Plan, known as the State Plan. The State Plan has been carefully designed to maximize competition between HMO providers by encouraging employees to select the lowest cost qualified plan by requiring employees who will elect to enroll in a plan that costs more than 105% of the lowest cost qualified plan to pay the difference in cost, thus ensuring that the lowest cost qualified plan would be available at no cost and significantly more expensive plans would be available at increased cost to the employee. The designers of the State Plan recognized that it would be unfair to the enrollees of the plan if the plan did not distinguish between qualified plans (plans that offer all of the basic services within the county in which the employee resides) and non-qualified plans (plans that lack basic medical services or a hospital within the county that they are offering services on a limited scale). Absent this distinction between qualified and non-qualified plans within the pricing structure of the State Plan, employees would unfairly be forced to choose between a plan with basic services an employee might need, at greater cost, and a plan that did not include all of the basic services an employee might need, at less cost. The designers of the State Plan did not want to require enrollees to have to pay more to purchase a plan with basic services, as an employee who enrolls in a non-qualified plan and is subsequently diagnosed with an ailment that requires services not available to that plan in their area, would be forced under the State Plan's PPO structure to either find those services outside of their provider network locally, in which case the enrollee pays 100% of the cost of the service, or to travel to an area where those services are offered by their plan's providers. The State Plan was not designed to force enrollees to make such impossible choices. The County's proposal casts aside this important distinction between qualified and non-qualified plans and requires premium sharing payments for the two highest cost plans, regardless of whether or not they are the only qualified plans in the County. The County has offered a very radical proposal which pushes employees toward non-qualified plans and could well make the State Plan very expensive or difficult to use to get needed treatment. The radical nature of the County's proposal is apparent when one notes that none of the comparables have adopted a revision of the State Plan that pits qualified against non-qualified plans, as the County has proposed in this case.

In the context of Crawford County, the County's radical proposal has important consequences. Gunderson Lutheran has been the only qualified plan in the County for the past four years. Not surprisingly, all of the employees in the County's health insurance plan are enrolled in either Gunderson Lutheran, the most expensive plan, or Health Tradition, the second most expensive plan. Apparently none of the employees are enrolled in the non-qualified Unity Community plan, the third most expensive plan - available at no cost to the employees under the County's offer, because it is a

Madison Metro area-based plan with very scant services available in the County. Thus, the County's proposal pushes employees away from qualified plans toward non-qualified plans, leaving them extremely vulnerable to unanticipated service needs, and at odds with the basic protections afforded by the designers of the State Plan. For this reason, the County's proposal should be rejected.

The County's offer also ignores the considerable out-of-pocket cost concessions these bargaining units made in the last round of negotiations. The employees' acceptance of the $500/$1000 annual deductibles placed them in the lowest position in the comparability group for out-of-pocket deductible costs. Five out of the seven comparable counties have the State Plan with no deductibles and Monroe County's deductibles are only $100/$200. Thus, Crawford County's employees annual out-of-pocket deductible costs are roughly 6 times more expensive than the average of the comparability group. The County's savings from this concession amount to $177 per month for families enrolled in the Health Tradition plan and $211.50 per month for those families enrolled in the Gunderson Lutheran plan and continue to accrue to the County's benefit at the expense of its employees. The County's employees must be given credit for these concessions and continued savings. The County cannot demand both the highest deductibles in the comparability group and premium share contributions as well. The County's health insurance offer is simply not reasonable.

Under the County's offer, the County would shift the cost to the employees, reducing its costs for the Gunderson Lutheran plan by -2% and reducing its share of the Health Tradition plan by 3% for 2008. By comparison, the employee health insurance costs would increase by 36% for single and 48% for family for the two plans. Interest arbitrators typically require a showing of need where one party proposes to change the status quo over the other party's objection. Here, where the health insurance increases have been very mild in 2008 (2/10 of a percent for the Gunderson Lutheran plan and about 8% for the Health Tradition plan), there is no need for the proposed concession.

The County's offer of an additional 1/2% on wages for 2008 is not an adequate quid pro quo. The best evidence of this is the absence of a voluntary settlement in these three bargaining units, where the County did not offer an additional 5% wage increase to the vast majority of the unit, as it did with the Professionals bargaining unit that settled on the change. Given that the County did not make the same offer of an additional 5% increase to these units, it cannot claim that the settlement with the Professionals unit establishes a pattern that supports its offer. Further, one settlement among four bargaining units does not establish a pattern. The County's offer of an additional 1/2% on wages only generates approximately $150 per year in the General/Courthouse unit and approximately $175 per year in the Sheriff's and Highway Departments, while the County's proposal would increase costs of an employee in a family plan by $480 per year. The vast majority of the employees are in a family plan and they would lose approximately $300 per year under the County's offer. In addition, the external settlement pattern for across-the-board wage increases for 2008 is between 2 1/2 and 3%. Thus, the additional 1/2% on wages is simply part of the external settlement pattern and the County cannot claim that it should be considered a quid pro quo.

The likely argument that the “interests and welfare of the public” factor demands the selection of the County's offer because of the increase in costs of health insurance and because many private-sector employers have greater out-of-pocket costs to employees than are found in the public sector in Wisconsin is wrongheaded. The County's employees are already required to pay substantially more in out-of-pocket costs than the employees of comparable counties. Moreover, it is this "shift the costs to employees" mentality that has resulted in the crisis of uninsured in our nation. Many of the uninsured in this nation work for employers who offer health insurance that the employees are unable to afford

because the employer has shifted so much of the cost to the employees that they cannot afford to participate in the plan. The solution is not to imitate the private sector disaster. The County's proposal to shift costs to its employees is not the solution and the interests and welfare of the public require that the County's offer should be rejected.

Sheriff's Department Unit Issues

The County's proposal to eliminate the prohibition on using part-time or seasonal employees to work overtime unless all regular employees are working overtime or are unavailable to work is unwarranted. At present, the County's 30 odd traffic/jail/dispatch deputies' base salaries average about $36,000 per year, and working overtime filling in for each other's paid leave results in about a $46,000 annual salary per employee. All of this overtime comes as payment for working more than 40 hours in a week and the vast majority of it results from working extra shifts when co-workers use paid time off. this system of enabling employees to fill in for each other on overtime is part of the long-standing status quo arrangement between the parties and the employees have come to rely on this regular overtime as an integral part of their annual compensation. Although it varies from individual to individual, this overtime compensation averages roughly one quarter of the deputies' annual take-home pay.
The County's proposal aims to eliminate much of the bargaining unit work that is currently paid at overtime rates to represented employees picking up the shifts beyond their regularly scheduled workweek and divert the work to casual, low-wage, non-benefit, non-bargaining unit employees. Captain McCullick was twice asked if this proposal would or was likely to drastically reduce overtime work for regular bargaining unit employees and twice responded in the affirmative.

Captain McCullick claimed that there is presently a problem finding qualified casual employees to fill in when regular employees do not voluntarily fill in for these absences and that the Sheriff believes that if more shifts were made immediately available to casual employees, the County would be more likely to have qualified casual employees available to fill the shifts and that this would reduce the County's liability for a lawsuit that might result from an error an unqualified employee might make. The rationale makes no sense. If the County cannot find enough qualified casual employees at low wages and no benefits to cover a small portion of the shifts presently available after the regular employees cover the majority of them, how would doubling or tripling the number of shifts and taking this work away from fully trained and qualified regular employees make it more likely that the County could cover those shifts with a qualified employee and reduce its liability? If the County is genuinely interested in reducing its liability and ensuring that shifts are covered with qualified employees, they could simply hire more regular full-time employees. Captain McCullick agreed that the County could use more regular full-time employees to solve the problem. Moreover, Captain McCullick could only recall two occasions in the last six months where shifts went unfilled, both of which were in the traffic department. He testified that the shifts only went partially unfilled because he, as one of the four management employees in the Department who are eligible to help out in a pinch, was not available to fill in for part of each of the two ships. In addition, he agreed that if they ever reached a situation in which they needed to fill a shift that no one volunteered to fill, they could "mandate" an employee to report for duty or to remain on duty to meet the Department's needs.

The real aim of the County's proposal is to outsource bargaining unit work to low-wage, non-benefit casual employees. Captain McCullick admitted that the use of casual employees is less expensive to the Department than using regular employees at overtime rates to perform this work. In the end, it is a cost savings for the Department that results in an enormous earnings concession by the employees. While it is understandable that the Sheriff may wish to reduce costs, he has failed to reach a voluntary

agreement to accomplish this and there is no support within the statutory framework or arbitral case law for this proposed concession. However, there is ample support in arbitral authority to retain the status quo arrangement, especially where major policy changes to the labor agreement are concerned, absent a voluntary agreement to modify the existing arrangement. In order for the County to find arbitral support for the unilateral change it seeks, it must demonstrate a compelling need or problem to be solved. As noted, the alleged rationale for shifting this work out of the bargaining unit to casual employees makes little sense and undoubtedly it would increase the risk of a lawsuit resulting from the use of additional untrained personnel. It is dangerous for the public who are protected and served by these employees, and it is clearly not in the interests and welfare of the taxpayers to place the power of arrest and detention in the hands of more untrained employees a greater percentage of the time.

In addition to demonstrating a need, the County must also prove that the change does not impose an inequitable burden on the other party. Here, the County's proposal places an enormous burden on the employees by drastically reducing their annual overall compensation. The proposed additional holiday cannot be considered an adequate quid pro quo, as it is worth less than 1/10 the value of the work and pay the Sheriff proposes to eliminate. Further, the County is at the bottom of the comparables with regard to holidays, having only nine holidays per year compared to the average of 10.8 holidays per year. When an increase brings the parties into the comparable mainstream, no quid pro quo is required for such change and proposals for changes that do so cannot be considered quid pro quos.

There is also little support among the comparables for the County's proposal to outsource bargaining unit work to the extent proposed. Internally, none of the other County contracts enable the employer to routinely offer bargaining unit work to casual employees before offering it to the bargaining unit employees. Internal consistency is uniformly regarded as one of the most important factors where policies are concerned, and the absence of such support within the internal comparables weighs heavily against the County's offer. Externally, none of the comparable counties are granted by contract the right to offer unit work to non-represented non-benefit casuals on the routine basis the County is proposing. Three of the seven comparable sheriff's departments have restrictions very like the status quo restrictions in Crawford County's Sheriff's Department. Of the remaining four, where the contracts do not specifically address the matter, only one (Vernon County) has a practice that supports the unrestricted right to use casuals before regulars to perform bargaining unit work. Two of the remaining three (Grant and Monroe) counties have enforceable practices much more similar to the current arrangement here, than what is proposed by the County. In light of the comparables, the County cannot reasonably expect to force this change through interest arbitration.

In sum, the absence of a problem to be solved, the lack of support among the internal and external comparables, the clear harm to the employees, and the lack of a quid pro quo all support a rejection of the County's offer.

Highway Department Unit Issues

The Union notes, the County is proposing changes in the status quo to eliminate vacation buyback and advanced use provisions and to require the direct deposit of paychecks, and in return, is proposing to add Martin Luther King Jr. Day and to increase the pay of certain classifications by $.80 per hour above the across-the-board increase. Although the County may have varying levels of support for its offers among the internal and external comparables, the absence of actual negotiations in this unit, as evidenced by the paucity of actual agreements on anything, should not be rewarded with a decision that makes considerable changes to existing arrangements. Instead, the parties should be directed to return to the bargaining table to resolve these issues in the upcoming negotiations.

County

Health Insurance and 2008 Wages

The County asserts that its proposal should be preferred under the statutory criteria for several reasons. First, significant increases in health insurance costs have placed a strain on employer budgets and health insurance premium sharing is an accepted and appropriate way to address that strain. Second, premium sharing has been adopted by all of the counties in the comparables. Third, and perhaps most importantly, the other AFSCME Local in the County has accepted the premium sharing arrangement and 3% increase in wages that the County offers here, and the County is treating its non- represented employees in the same manner.

The County, like all municipal employers in Wisconsin today, while facing increased costs in health care and other expenses, is limited by statute as to how much revenue can be increased. Over the two-year period of the contract, the two most utilized plans, Gunderson Lutheran family plan and Health Tradition family plan, went up in price by 11.9% and 14.9%, respectively, while the County's portion of State Shared Revenue stayed the same over that period. Further, the County was restricted in its local levy limit increase to 3.86% for 2007 and 2% for 2008 pursuant to Sec. 66.0602, Stats. While the increase in premium for Gunderson Lutheran was minimal for 2008, the premium for Health Tradition increased 8.3%. The County Treasurer testified that the County is also experiencing a decrease in expected revenues due to lower investment earnings, as well as significant increases in expenditures for all types of energy costs. The County needs to have its employees pay a portion of the premium to help offset the increases in expenses and losses in revenue.

Regarding the external comparables, all of the other counties in the set of comparables already have premium sharing as part of their compensation package. The only employees in the set of comparables who pay less of a premium share than Crawford County employees are the Grant County employees in a single plan. Iowa County's requirement of 10% employee contribution to the premium is about the same as what the County is proposing. Under the County's proposal, Crawford County employees would still pay less than employees in the rest of the comparable counties. The internal comparables also favor the County's offer. The AFSCME represented Professionals unit has agreed to the County's premium sharing proposal and the non-represented employees are also paying the same portion of the premium.

With regard to the likely assertion that the County is proposing a change in the status quo that requires the County to provide a quid pro quo, the County asserts that the amount an employer will pay in health benefits is nothing more than a part of the economic package for which there is no need to address the status quo test. Citing, Howards Grove Education Association, Dec. No. 26363-A (Arbitrator Friess, 1999). If the employer's proposal has it paying as much as it had in the past for health insurance, a proposal that employees begin to contribute something is not a change in the status quo. In School District of Bloomer, Arbitrator Slavney concluded that where premiums increased in cost they did not remain in status quo, and therefore there was no status quo to retain, and as the employer was required to pay more toward the premium than it had in the past contract under its offer, it was not required to offer a quid pro quo. Dec. No. 27407 (1993). Arbitrator Slavney's analysis is particularly appropriate in this case, as the County will still be contributing more toward the cost of

health insurance under its offer than it did in the last year of the expired agreement. Further, as the County is proposing to not start the premium sharing until 2008, it absorbed the entire 11.6% increase in the Gunderson family premium and the 6.2% increase in the Health Tradition family premium in 2007, while the comparable counties had premium sharing in place. Thus, there has been no change in the status quo and application of the three-pronged test is not appropriate.

Arbitrators have rejected the need for a quid pro quo when the comparables support the party's position, as they do in this case. Citing, Cornell School District, Dec. No. 27292-B (Arbitrator Zeidler, 1992). Arbitrators have also recognized the necessity of employers and employees together addressing the issue of increased insurance costs and concluded that even if a quid pro quo is required, it is only a reduced one. Even if a status quo analysis is applied, the County has satisfied all three factors of the test. The County has demonstrated the need for the change and that its proposal addresses that need. The County has demonstrated there is a legitimate basis for the change based on the increase in cost of medical insurance at a rate far in excess of the rate of inflation, while the County is limited in its ability to raise revenue, and the vast majority of the comparable counties have entered into similar cost-sharing arrangements. As to a quid pro quo, the County is offering an additional 1/2% wage increase to offset the increase in premium cost and is only asking employees to pay $480 per year, less than 1/3 to 1/4 of the approximately 12% increase ($1752 per year) in the premium for the Gunderson family plan or the 14.9% increase ($2120 per year) in the premium for the Health Tradition family plan. Thus, the County has satisfied any need for a quid pro quo.

Sheriff's Department Unit Issues

The County notes it has proposed to eliminate the first sentence of Section 14.05, which precludes the use of part-time or seasonal employees for overtime work unless all regular employees are already working overtime or are unavailable, and asserts it does so, because it needs to develop and maintain a pool of qualified part-time employees, which is difficult to do, unless they can be scheduled for some regular shifts. Captain McCullick testified that the lack of available unit or part-time employees has caused the need for supervisors to take on shifts or to allow some shifts to stand vacant. The problem has become more acute since the County and Union agreed to a schedule of 12 hour shifts last year, thereby potentially forcing a 24 hour shift on an employee. There is only one county, Richland, that has language in the contract comparable to the existing language in Section 14.05. Further, the County is offering an additional holiday in exchange for the change in the language.

Highway Department Unit Issues

The County has proposed to prohibit vacation buy-back, require direct deposit of paychecks and has offered an additional paid holiday in exchange, as well as an additional $.80 per hour for the Mechanics and the Shop Foreman. Regarding the vacation buy-back prohibition, the County merely seeks language to make contract administration easier and is not proposing to take away a benefit. Employees still have the right to their vacation time, and the change would simply put the Highway employees on a par with the employees in the General and Professional units and the unrepresented employees. Similarly, requiring the direct deposit of paychecks would put the Highway employees on a par with the rest of the employees in the County. Both of these proposals were requested to ease the County's administrative burdens and the County has offered an additional holiday in exchange. The comment at hearing that the Union wanted to maintain the current policy regarding direct deposit due to the nature of the individuals who work in the Highway Department is not persuasive. In light of the internal comparables and the need for consistent administration of vacation and payroll, the County's

offer should be favored.

With respect to the proposed additional $.80 per hour for the Mechanics and the Shop Foreman, the County is recognizing the increased responsibility and contribution of those employees. This addition to their base pay results in a separation of about $1.00 per hour between those classifications and the other employees in the Department. Looking at the comparables, the increase for the Shop Foreman places that position on a par with the manner in which the other comparable counties treat the position and places the rate for that position in Crawford County third among the comparables, rather than third from the bottom. The increase also recognizes the separation from the rest of the employees that has existed in the comparable counties due to the responsibility and pressure associated with the direction and supervision of department employees and the coordination with other departments in times of natural disaster. The increase for the Mechanics move them from the middle to the top of the group and recognizes the unique costs related to the position due to the need to have one's own tools.

Union Reply

Health Insurance and 2008 Wages

In response to the County's arguments regarding the "greatest weight," "greater weight," and “ability to pay” arguments, the Union asserts that no data was presented in the County's exhibits or in its brief to support the claim that any State imposed expenditure or revenue restriction would prohibit the County from being able to implement the Union’s final offer. The mere presence of levy limits is not sufficient, rather, it must be clearly demonstrated that the statutory restraints will hamper the County's ability to operate with economic prudence. Citing, Monroe County, Dec. No. 31318-B (Arbitrator Vernon, 2005). No such showing has been made in this case, rather, the County argues that premium sharing is an accepted and appropriate way to address that strain and that it needs employees to pay a share of the premium to help offset the increases in expenses and losses in revenue without offering concrete data showing the budgetary necessity of implementing its proposal. This lack of evidence likely stems from the fact that the small difference between the final offers will have little, if any, impact on the overall budget of the County. The County, also failed to support its claim that the "greater weight" factor supports its proposal. The Union stands by its argument that the local economy of the County is strong and improving via the comparables. Last, the record fails to establish that the County is unable to pay for the Union's final offer.

With regard to the County's arguments regarding external comparables, the Union reiterates that it made concessions in the last round of negotiations, which resulted in substantial savings for the County and radically increased health care costs for the employees - going from paying no deductible to paying the highest deductible penalty among the comparables. The County neglects to mention how much the Union has already agreed to contribute in order to help the County reduce its health insurance costs. Arbitrators have considered such past concessions to be important. Citing, Town of Grand Chute, Dec. No. 30236-A (Arbitrator Schiavoni, 2002). Further, only Juneau County among the comparables, supports the County's proposal. Union Exhibit 4H shows that Crawford County employees pay approximately 6 times the average in deductible penalty costs among the comparables. The Union notes that the County correctly states that among the comparables, three other counties also participate in the State Health Insurance Plan and have their premium contribution based on the "lowest cost plan." However, the County proposes the premium contribution be applied to the two highest cost plans, regardless of whether they are "qualified" or not. Citing City of Seymour, Dec. No. 32229 (Arbitrator Greco, 2008), the Union argues that the County's failure to distinguish between qualified and

unqualified plans in its proposal detracts from its offer, and also lacks external support, as the other comparable counties base their employee contribution on the lowest cost plan.

The County's reliance on internal comparables finds no support in arbitral case law, as one internal settlement does not equal a settlement pattern. The County's brief is misleading when it states that the other AFSCME Local accepted the proposed premium sharing arrangement and the 3% increase in wages proposed by the County. As noted previously, half the members of that bargaining unit received a 10.75% wage improvement over the two years of the agreement, considerably more than the 5.5% lift offered the units in this case. Further, the County cannot rely on its treatment of its non-represented employees, as arbitrators have consistently held that this is not comparable to a settlement reached through collective bargaining.

With regard to the County's citations regarding status quo and a quid pro quo, the Union asserts that the County erred in citing Howards Grove as the arbitrator in that case rationalized that the status quo carried less weight in making his decision only because of the previous agreement between the parties, and not because it was a reasonable economic package. Likewise, the County's citations regarding there being no need for a quid pro quo in this case are misplaced, as those cases cited are distinguishable, in that the unions involved were lone holdouts. Further, in the City of Onalaska case cited, the arbitrator ultimately found for the union, because cost-sharing does not address the problem, it only shifts it, the union had strong support from the external comparables, and the employer's quid pro quo was inadequate. The arbitrator noted that while the employer's proposal would save the city 8%, it increased the employees' cost by a significant amount. The same parallel can be drawn in this case in that the Union has strong external support, and the amount the County would save by its cost shifting proposal pales in comparison to the 50% increase in employee health care costs (moving from the $1000 per year deductible to $1480 per year with the deductible plus premium sharing). The Union concludes that its proposal should be found the most appropriate.

Sheriff's Department Unit Issues

The Union asserts the County fails to provide evidence to support its claim it needs to eliminate the prohibition on the use of casual and seasonal employees for overtime. The County claims a problem exists because there is a lack of available union and part-time employees, which results in supervisors filling in or having shifts stand vacant, and that the problem has become more acute and has led to a recent agreement resulting in 12 hour shifts, which could lead to forcing an employee to work a 24 hour shift. The Union responds that supervisors fill shifts on a regular basis and that shifts regularly stand vacant at all levels of law enforcement. If a shift needs to be filled, the Sheriff has the authority to do so. Captain McCullick admitted, contrary to the County's claim, that the problem has not become acute, stating he could only recall two occassions in the last six months where shifts went unfilled. He also agreed the County could use more regular full-time employees to solve the problem. There is also no evidence to support the prediction of requiring 24 hour shifts in the future. The offer of an additional holiday in exchange for the proposal to outsource the overtime work cannot be considered an adequate quid pro quo, as it is only 1/10 the value of the pay the Sheriff proposes to eliminate from unit employees. Further, as this unit is already at the bottom of the comparables with regard to paid holidays, an increase bringing it into the comparable mainstream cannot be considered a quid pro quo.

Highway Department Unit Issues

With regard to the Union's refusal of the offered $.80 per hour lift for Mechanics, the refusal makes

perfect sense, as such a radical increase for a subsection of a unit can create strife and disharmony. The County's explanation makes little sense, as the comparables do not support such a change. The 2006 and 2007 wage comparisons reveal that there is little or no wage difference between mechanics and heavy equipment operators in the majority of the comparable counties. The explanation that the lift is needed for Mechanics because they must buy their own tools can be remedied much easier by offering them a tool allowance. The lift would also put Mechanics a full $.79 an hour above the average in the comparables. Thus, the Union's proposal is more in line with the comparables.

With regard to the direct deposit issue, while the County claims its proposed change costs the employees nothing, it offers no evidence that the current agreement of voluntary direct deposit is costing the County anything of consequence.

County Reply

Health Insurance and 2008 Wages

The County first responds that there should not be any doubt based on the information presented that the County is experiencing problems raising revenues due to the revenue-sharing and levy limit problems and the increasing cost of energy, all of which is undisputed. In addition, there are losses of revenues caused by lower interest rates adding to the problem.

As to the argument that the County's proposal drives employees from the qualified plans, the argument is not supported by the facts, given that the Health Tradition plan is not qualified and has a significant enrollment of 28 in the family plan for 2008, as opposed to the 38 in the Gunderson Lutheran plan.

The County also asserts that the Union cannot rely on previous concessions it agreed to regarding the deductible, as it does not insulate them from having to share in the increase in health care costs. The County employees are at the low end of the range in the comparable counties. Further, the County is only asking the Union to absorb a small fraction of the amount of the increase over the last two years. Also, contrary to the Union's claim, both plans did increase in cost for both of the last two years.

With regard to the additional increase in wages that a portion of the members of the Professional unit received, this increase was funded by revenue from non-County sources. The County has no way of passing the health insurance increases to non-County sources.

With regard to the quid pro quo issue, as the County has continuously absorbed the increase in health insurance costs, and the County is only asking employees to absorb $480 of the increase while proposing an additional 1/2% wage increase, there is no lack of a quid pro quo.

Sheriff's Department Unit Issues

Contrary to the Union's claim that there is no problem that needs to be addressed, Captain McCullick testified that it is difficult to maintain an adequate pool of part-time employees unless they can be scheduled for some regular shifts, and that this has caused a problem with some shift even standing vacant. Just because there has not been some calamity because of this, does not impact the seriousness of the issue. Further, the use of part-time employees is well established in the Department and all the

County is requesting is a refinement of the current system and it has offered an adequate quid pro quo in exchange. While speculatively there could be some reduction in overtime, the problem is a safety issue that shifts need to be covered. The County also disagrees with the Union's portrayal of the external comparables. There is only one contract, Richland County, that has similar language to that found in the Crawford County language. Grant, Lafayette, Monroe and Vernon counties do not mention such a prohibition, and Iowa and Juneau counties mention overtime, but do not address the use of casual or part-time employees.

Highway Department Unit Issues

There seems to be no substantial argument from the Union that the County's proposal should not be granted, nor does it deny there are internal and external comparables that support the proposal. The County submitted valid reasons why the vacation buyback and direct deposit issues were supported by internal comparables and a reasonable quid pro quo, and that the wage adjustment was clearly supported by the external comparables. The Union's request that the proposals be ordered bargained is not possible relief in this proceeding.

DISCUSSION AND AWARDS

Health Insurance and 2008 Wages

The parties have agreed to have the Arbitrator decide the issues of health insurance and wages for 2008 across the board for all three units and independent of the unit specific issues in the Sheriff's Department and Highway Department bargaining units, which will be addressed separately. They also agreed the arbitration is pursuant to Sec. 111.70(4)(cm)6, Stats., which requires the Arbitrator to consider the relevant criteria set forth in Secs. 111.70(4)(cm)7, 7g and 7r, Stats., in rendering his awards in these matters.

While wages are in dispute for 2008, the Union proposing 2 1/2% and the County proposing 3% across the board, the crux of this dispute is the County's proposal that employees contribute $15 per month toward the premium for a single plan and $40 per month toward the premium of a family plan, if they select either of the two highest cost plans available in the County under the Wisconsin Public Employers Group Health Insurance Plan. There are only three plans available in Crawford County in 2008, Gunderson Lutheran, Health Tradition and Unity Community. Of those three plans, only Gunderson Lutheran is a "qualified" plan. A "non-qualified" plan means the plan has limited providers of services available in the County.

Looking now to the statutory criteria, the parties dispute the applicability of the "greatest weight" factor under Sec. 111.70(4)(cm)7, Stats. This Arbitrator agrees with Arbitrator Vernon's analysis of the application of this criterion:

> The Employer, if it is to rely on this factor, must produce meaningful evidence as to its relevancy on the economic and non-economic aspects

> of the final offers. Certainly an employer must account for revenue limits in budgeting but it should also show in arbitration how these limits affect the reasonableness of the offers in all relevant senses including, but not limited to, affordability, economic prudence and the budgetary choices the adoption of the Union's offer would force. Monroe County, Dec. No. 31318-B (2005).

As the Union notes, the County has offered little or no evidence in these regards to demonstrate that adoption of the Union's offer would cause the County to exceed its levy limits, unless it made cuts in other critical areas. The County provided data showing health insurance costs as a percentage of its wage and benefits budget for 2006 and 2007 which indicated that percentage decreased in 2007; however, there was no percentage, estimated or otherwise, provided for 2008. There was also no data provided as to what percentage of the County's total budget health insurance cost would constitute for 2008. Given this lack of evidence to support its applicability in this case, it is concluded the "greatest weight" factor does not favor either party's offer.

Regarding the factor under Sec. 111.70(4)(cm) 7g, Stats., the Arbitrator is required to consider the economic conditions in the municipal employer's jurisdiction and give this factor "greater weight" than the "other factors" under subsec. 7r. Both parties have submitted comparative economic data for Crawford County and the seven other counties in the comparable set: Grant, Iowa, Juneau, Lafayette, Monroe, Richland and Vernon. Not surprisingly, they have drawn different conclusions from that data- the Union arguing that the County's economy is strong and the County is solidly in the middle of the pack when the economic data is compared, while the County asserts more generally that given the levy limits, no real growth in shared revenue, and increased costs, that it must receive help from its employees in addressing the increase in the cost of health insurance. The data shows that the County is near the bottom of the comparables in full value of assessments, equalized value, percent change in net new construction, adjusted gross income and per capita income, and near the top of the comparables with regard to its tax levy rate and unemployment rate (while its ranking improved from second highest in 2006 to tied for fourth highest in 2007, its unemployment rate did not change significantly from 2006 to 2007 and the rates increased significantly among all the comparables in the first three months of 2008). The County was in the middle as far as sales tax revenues and per capita value.

The County's position among the comparables is explained in good part by the fact that it has the second lowest population among those counties, with only Lafayette County having a smaller population, and who shares a similar position among the comparables in the above-mentioned areas. Further, other than its general observations about the levy limits (which all of the comparable counties must also live with) and increased costs of energy and lower investment revenues, no hard figures were offered, with the exception of those showing the State Shared Revenue the County was to receive in 2008 was about the same as it had received in the two prior years. Certainly, things could be better in Crawford County than they are, but there has to be a better correlation drawn between the County's economic condition and the parties' respective economic offers than has been made in this case. This is especially the case as, by the County's own calculations, the amount in issue regarding employee premium contributions is a total of $34,140 for all three bargaining units (County Ex. 4, pp. 11-13) , which would be .4% of the County's 2007 Wage and Benefits costs (County Ex. 3, p. 1) ($34,140 divided by $8,228,933 = .004). Thus, the economic impact of the County's proposal on its total budget would likely be negligible at most. For these reasons, the Arbitrator finds the "greater weight" factor does not impact this case.

Regarding the "other factors" under subsec. 7r, Stats., both parties claim the external comparables support their position. As the County claims, premium sharing in some form is an established pattern among the comparables for 2008, especially as to family plans, with Richland County being the only comparable where are the employer pays 100% of the least costly qualified plan for both single and family plans. As 67 of the 78 employees in the three units who participate in the County's health insurance are in a family plan, the Arbitrator will limit the comparisons primarily to the treatment of the family plans. Looking at the employer-employee contributions among the comparables, shows the following monthly contributions toward a family plan:

	Employer Contribution	Employee Contribution
Grant	85%	15%.
Iowa	All but $34 (for least expensive qualified plan)	$34 (plus difference in premium between least expensive qualified plan and a more costly plan)
Juneau	98% (for lowest cost qualified plan)	2% (or the difference in premium for a more costly plan above 98% of the lowest cost plan)
Lafayette	90%	10%
Monroe	87%	13%
Richland	100% (for least costly qualified plan)	0 (or difference in premium for a more costly plan)
Vernon	85%	15%

Thus, 4 of the 7 comparables (Grant, Lafayette, Monroe and Vernon) require an employee contribution of at least 10% or more and of the three remaining comparables, 2 require some minimum employee contribution(Juneau 2% of lowest-cost qualified plan ($27 in 2008) and Iowa $34, which is equal to 3 1/2 percent in the lowest cost qualified plan).

The County proposes that employees contribute $40 a month toward the family premium for the two highest cost plans, Gunderson Lutheran and Health Tradition, for 2008 that is 2.9% and 2.95% of the premiums, respectively. Looking at premium sharing alone, the external comparables strongly favor the County's offer.

As the Union points out, however, Crawford County employees are exposed to a $1000 annual deductible for a family plan, which saves the County approximately $212 per month on the Gunderson Lutheran family plan premium and $177 per month on the Health Tradition family plan premium. Only two of the seven comparables also have employees paying deductibles, Juneau ($1000) and Monroe ($200) in addition to contributing toward the premiums. Initially, the comparables would seem not to support the imposition of both deductibles and premium-sharing; however, the most appropriate comparison in this regard is the total minimum potential employee out-of-pocket cost. Breaking the annual deductible down to a monthly figure, the $1000 deductible is the equivalent of

$83.33 per month. Adding this amount to the County's proposed employee contribution of $40 per month for a family plan premium $123.33. Comparing that figure with employees' potential minimum monthly out-of-pocket costs among the comparables reveals the following:

Potential Monthly Employee Out-of-Pocket Cost

Grant	$178
Iowa	$34
Juneau	$110 (2% of lowest-cost qualified plan ($27) + $83.33*)
Lafayette	$128
Monroe	$215.67 (13% of the lowest-cost plan ($199) + $67.67**)
Richland	$0
Vernon	$154
Crawford (Er)	$123.33
Crawford (U)	$83.33

* $1000 deductible divided by 12

** $200 deductible divided by 12

As can be seen, 4 of the 7 comparables require a higher employee monthly out-of-pocket cost than the County is proposing and 5 require more than the Union's offer of the status quo. This again, would favor the County's offer.

The Union again correctly notes that of the three comparables that currently participate in the Wisconsin Public Employers Group Insurance Plan, Iowa, Juneau and Richland, all penalized the employees the least for selecting the lowest cost qualified plan. As noted previously, Gunderson Lutheran is the only qualified plan available in Crawford County and is the highest cost plan of the three HMO plans available in the County. The Arbitrator agrees that penalizing an employee for selecting the only qualified plan available (which makes it, one might say, the lowest-cost qualified plan) appears to be contrary to the intent of the design of the State Plan; however, both Iowa and Juneau also impose a cost on employees selecting the lowest cost qualified plans available in their counties. The Arbitrator would also agree that it is in the interests and welfare of the public to foster competition among health insurance providers, however, that is difficult to achieve without another qualified plan available in the County.

For these foregoing reasons, it is concluded that the external comparables strongly favor the County's proposal on health insurance.

With regard to the County's claim that internal comparables support its offer, both in terms of the proposed insurance change and any quid pro quo that might be needed, the Arbitrator disagrees for several reasons. First, there are four represented bargaining units in the County and only one of them, the Professionals unit, has reached a voluntary settlement with the County. One settlement among four units does not establish a pattern. This is especially the case where, as here, the settlement reached with the Professionals unit included the incentive of an additional 5% on wages for a majority of the unit above the 3% across-the-board increase the County is offering these units for 2008. The settlement with the Professionals and the County's offer in these units are not comparable, regardless of how the additional increase was funded in the Professionals unit. The County also cannot place much reliance on its treatment of its non-represented employees to establish a pattern. Arbitrators have consistently distinguished between settlements reached voluntarily through collective bargaining and conditions that have been unilaterally established by an employer and concluded that the former must carry more weight than the latter.

The Union asserts its offer retaining the status quo is the more reasonable, as the County's offer proposes to change the status quo without satisfying any part of the three-pronged test arbitrators have required a proponent of change to meet. The County disputes that its offer constitutes a change in the status quo requiring a quid pro quo, as it will still pay more toward the premiums than it did at the end of the last contract under its proposal, and further asserts that since the insurance premiums did not remain the same, there really is no status quo to maintain. The County relies on Arbitrator Slavney's decision in School District of Bloomer, supra, for support. In that regard, it is noted that the monthly premiums for the Gunderson Lutheran and Health Tradition family plans have increased by 11.9% ($146) and 15% ($176.70), respectively, over the life of this contract and the County is proposing the employees contribute $40 per month toward these increases. However, as the Union notes, such a contribution would be a significant economic change for the employees in the family plans. While there is a certain logic to Arbitrator Slavney's analysis, one cannot ignore the impact of the change on the employees. Certainly, not too many years ago, arbitrators would have considered a proposal like the County's to be a change in the status quo that would require an adequate quid pro quo. However, with the continuously escalating costs of health insurance, arbitrators began to find a less of a need for a quid pro quo and more of a need for both parties to share these increased costs. Arbitrators also seem to be in agreement that a quid pro quo is not required, or there is a reduced need for one, where the comparables heavily support the proposed change, as in this case.

The Union also argues the County has failed to show there is a need for the change, as the cost of health insurance, as a percentage of the County's wage and benefits budget, decreased from 2006 to 2007 by .7 %. The Union further argues that even if there is a need to address the increased cost of health insurance, cost shifting is not the best way to do it. As a general proposition, the Arbitrator would agree with the latter, however, in the confines of this case, the parties are limited in their ability to address what is a much larger issue and they really only have three options here - change the plan design (as they did when the Union agreed to the $500/$1000 deductibles), or cost-sharing (as the County proposes), or by joining a larger pool of insurance purchasers (as they in effect did when they joined the State Plan). Regardless of their efforts, the cost of health insurance has continued to increase by double digits over the life of the agreement. As the County notes, given these limited options available to employers and employees, premium-sharing has become an accepted method of addressing the problem, as evidenced by the comparables.

The Union correctly notes it made a significant concession earlier in agreeing to the deductibles. It

deserves credit for those savings which the County continues to enjoy, but again, the premiums for the two plans have still increased by 11.9% and 15%, respectively, over the life of the agreement. There is a need to address those increases and premiums-sharing, however ineffective it may be in addressing the larger problem, is an accepted method of addressing the problem on the local level.

The Union questions the adequacy of the additional 1/2 percent on wages as a quid pro quo, noting the wage settlements among the comparables for 2008 range from 2 1/2% to 3%. As noted above, given the support among the comparables for the County's proposed change and the need to mutually address the problem, most arbitrators will not find a need for a quid pro quo. The County offers a wage increase that is on the high end of the wage settlements for 2008 among the comparables, and that is sufficient to address any need there might be for quid pro quo in this case.

Based upon the foregoing, a consideration of the statutory criteria, the evidence, and the arguments of the parties, the Arbitrator concludes the County's final offer is the more reasonable and preferred offer of the two, and therefore, makes in issues the following

AWARD

The final offer of Crawford County is more reasonable than the Union's final offer as to health insurance and wages for 2008. Therefore, the parties are directed to incorporate the final offer of the County, along with any tentative agreements, into their 2007-2008 Agreements.

Dated this 8th day of October, 2008.

David E. Shaw, Arbitrator

Sheriff's Department Unit Issues

The primary issue in this unit is the County's proposal to delete the restriction on the use of seasonal or part-time employees for overtime. The parties argue the application of the internal and external comparables and the interests and the welfare of the public criteria, as well as, the application of the status quo three-pronged test.

Looking first at the internal comparables. While there is no language in the Highway, Courthouse or Professionals agreements specifically prohibiting the use of non-bargaining unit employees to work overtime, the language in the Highway and Courthouse agreements provides that overtime will be "divided as equally as possible" (pursuant to the Highway Commissioner's discretion in the Highway Department) (among the qualified employees in the Courthouse unit). This would seem to infer the use of regular unit employees and this is borne out by County Exs. 3B and 3C, which show that all of the overtime worked in the Highway Department in 2006 and 2007 was worked by "regular" employees and that all overtime worked in the Courthouse unit in 2006 and 2007 was by the Maintenance and Janitor employees, both unit positions. Thus, while the language in the agreements does not explicitly prohibit the use of non-bargaining unit employees for overtime in those units, the practice is that only unit employees have worked overtime in those units, at least for the past two years. The Arbitrator concludes from this that the internal comparables favor the Union's proposal to maintain the status quo.

The external comparables are somewhat mixed, as one might expect. Of the seven comparables, two

(Juneau and Richland) have specific language that limits the use of non-bargaining unit employees for working overtime, and Iowa County's agreement has language requiring that overtime shifts available in the upcoming month be posted "for consideration of all full-time employees" and that in making assignments to shifts, the employee's preference will be considered by seniority, thereby at least implying such overtime is limited to unit employees. This leaves four of the seven comparable counties with no specific language in their agreement restricting the use of non-unit personnel to fill overtime vacancies. According to Union Ex. 8A-1, the practices among three of the four (Lafayette's is unknown) is two (Grant and Monroe) usually post overtime shifts in advance and follow seniority, where management has advance notice of the vacancy, and use casuals where there is short notice, and one (Vernon) has a practice of using casual employees first and using full-time employees only if casual employees are unavailable. Thus, of the seven external comparables, only two have language explicitly limiting the use of non-unit personnel for overtime and one has language that implies such limitations. The other four comparables have no specific language limiting the use of non-unit personnel for overtime work and have practices that apparently allows them to use casuals when they see fit in such circumstances, especially in short notice situations. The Arbitrator concludes from this that the external comparables do not favor either offer.

We now come to the issue of changing the status quo. Union Ex. 10B (the parties' 1988-1989 agreement) establishes that the limitation on the use of non-unit personnel to work overtime has existed at least 20 years. The County indeed proposes a significant change in the status quo. Captain McCullick conceded that there could be a decrease in overtime hours for regular employees as a result of the change. He also conceded that management likes to use part-timers as much as possible, as they are less expensive. He further testified that the purpose of the proposed change is to be able to give part-timers more shifts so that the Department can maintain and increase the pool of part time employees it has available, so it can use them more to fill vacant shifts. It stands to reason then, that the goal of the Department is to increase the use of part-time employees significantly to fill overtime vacancies, and thereby save money. Presumably, there would the significantly less overtime work available for the full-time employees.

Both parties provided wages and benefits data for 2006 and 2007 which shows that in 2006, 9 of 16 regular employees in the unit earned over $8,000 in overtime, in addition to their base pay. In 2007, 11 of 19 regular employees in the unit earned over $8,000, 14 of 19 earned over $5,000, and only 1 of 19 earned less than $3000, in overtime pay, in addition to their base pay. As the Union notes, overtime pay constitutes a significant portion of these employees' gross wages and a result of the County's proposed change would be to substantially reduce such overtime pay for these employees.

As can be seen from the foregoing, the County is proposing to fundamentally change the composition of the compensation package in this bargaining unit, at a likely significant cost to the employees, by its proposal to remove the long-standing limitation on the use of seasonal and part-time personnel to work overtime. Such a fundamental change is best achieved through the voluntary bargaining process and not imposed through interest arbitration. The County must show a compelling need for such a change and that the proposed new language would address that need without imposing an unfair burden on the other party in order to prevail.

The only evidence offered regarding a need for the change was Captain McCullick's testimony that the Department wanted a larger pool of part-time employees (he did not know how large) and that it needed to be able to offer them more hours to do so. The purpose of this, he testified, is to fill shifts that the Department has had to leave vacant because it had no one to fill them when full-time

employees took vacation or were off on sick leave. However, as the Union notes, Captain McCullick could only think of one or two instances in the past six months where there was a shift they could not fill, and it might not have been a full shift. He could not think of any instance where it had been necessary to mandate someone in. One would suppose that if the problem were as acute as the County claims, there would have been numerous instances where shifts were left vacant or someone had to be mandated to stay over or to come in, with specific evidence of this, such as the schedules or logs. The good Captain's testimony is simply not sufficient to establish the need for a change of such significance to the employees' compensation package. Further, for sake of completeness, the quid pro quo offered for the change (one additional holiday) pales in comparison to the potential impact of the change on the compensation of these employees, and would only move them to the middle of the comparables with regard to the number of holidays they receive. In other words, it is entirely inadequate.

Based upon the foregoing, and consideration of the statutory criteria, the evidence, and the arguments of the parties, the Arbitrator concludes the final offer of the Union is the more reasonable and preferred offer of the two offers, and therefore, makes and issues the following

AWARD

The final offer of the Crawford County Sheriff's Department Employees, Local 3108-A, is more reasonable than the final offer of the County. Therefore, the parties are directed to incorporate the final offer of the Union, along with their tentative agreements, into their 2007-2008 Agreement.

Dated this 8th day of October, 2008.

David E. Shaw, Arbitrator

Highway Department Unit Issues

The issues in this unit are the County's proposals to prohibit vacation buyback and the taking or being paid for vacation before it is accrued and to require the direct deposit of paychecks. In exchange, the County proposes to add an additional floating holiday and an $.80 an hour wage increase for the Mechanics and the Shop Foreman, in addition to the across-the-board increase, effective January 1, 2007. The Union proposes the status quo and opposes the additional wage increase for the two classifications.

The County essentially justifies the proposed changes in vacation and direct deposit as easing the administrative burden on the County by placing the Highway employees on a par with other County employees in those regards. The Union asserts the County has not shown that there has been any burden on the County.

Looking first at the vacation issues, there has indeed been no showing that the Highway employees have abused these rights or that the County has been overly burdened by them. County Supervisor Adam Fogelson, who is on the County's Personnel Committee, testified there were only three employees in the past two years who requested vacation buyback; two were non- represented

employees and he thought the other one was a Highway employee. However, as the County notes, these benefits are unique to this unit in the County. Thus, the internal comparables favor the County.

A review of the external comparables indicates that vacation buyback and the ability to take vacation or be paid for it before it has accrued are not common. However, only Lafayette County has an express prohibition on vacation buyback similar to what the County proposes, the agreements of the other comparables being silent on that point, except for Vernon County, which allows up to one week of vacation buyback where the employee was not permitted to take the requested vacation. The majority of the comparables, five of the seven, have language in their agreement requiring that vacation be earned before it can be taken. It would appear then that the external comparables also support the County's proposal regarding vacation.

Looking at the quid pro quo offered for the change, an additional floating holiday and the additional $.80 per hour for the Mechanics and the Shop Foreman, the County's proposal would move this unit from 10 to 11 holidays, with only two of the comparables having more (Grant and Juneau having 11 1/2). The additional wage increase for Mechanics and the Shop Foreman does not carry much weight, as it affects so few in the unit. Likewise, the issue of requiring direct deposit of paychecks carries little weight, as it has little real impact on either party.

Given the support among the internal and external comparables for the County's proposal on vacation, and an adequate quid pro quo of the additional holiday in exchange for the change, it is concluded that the County's offer is slightly more preferred than that of the Union.

Based upon the foregoing, and consideration of the statutory criteria, the evidence, and the arguments of the parties, the Arbitrator concludes that the final offer of the County is the slightly more reasonable and preferred offer, and therefore, makes and issues the following

AWARD

The final offer of Crawford County is more reasonable than the offer of the Union. Therefore, the parties are directed to incorporate the final offer of the County, along with their tentative agreements, into their 2007-2008 Agreement.

Dated this 8th day of October, 2008.

David E. Shaw, Arbitrator