

BEFORE THE ARBITRATOR

In the Matter of the Petition of

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION

To Initiate Arbitration Between
Said Petitioner and

CALUMET COUNTY

Case 141
No. 67717 MIA – 2820
Decision No. 32700-A

Appearances:

For the Association

Mr. Robert E. West, Wisconsin Professional Police Association,
Consultant, 2001 Gilbert Rd., Madison, WI 53711

Mr. Edward Vander Bloomen, Bargaining Consultant, Wisconsin
Professional Police Association/LEER Division, 2211 Dewey Street,
Manitowoc, WI 54220

For the County

Mr. William G. Bracken, Labor Relations Coordinator,
Davis & Kuelthau, S.C., Attorneys at Law,
219 Washington Ave., P.O. Box 1278
Oshkosh, WI 54903

Mr. Patrick Glynn, Human Resources Director, Calumet County,
206 Court St., Chilton, WI 53014

ARBITRATION AWARD

Wisconsin Professional Police Association/Law Enforcement Employee Relations
Division, hereinafter referred to as the Association or the Union, and Calumet County,

hereinafter referred to as the County or Employer, met to reach agreement on a new collective bargaining contract. Failing to reach agreement, the Association filed a petition with the Wisconsin Employment Relations Commission (WERC) to initiate arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act. After an investigation and receipt of final offers, the WERC ordered that the parties proceed to final and binding arbitration. The parties selected the undersigned and the WERC issued an Order appointing the undersigned as the Arbitrator to issue a final and binding award by selecting either of the total final offers submitted by the parties during the investigation.

A hearing in the matter was conducted on June 4, 2009, in Chilton, Wisconsin. The parties presented numerous exhibits and additional evidence. The hearing was not transcribed. The parties submitted extensive initial briefs which were due on or before July 6, 2009. Reply briefs were due on or before July 27, 2009.

FINAL OFFERS OF THE PARTIES:

The Association's final offer is attachment "A". The County's final offer is attachment "B". The parties did not reach any tentative agreements.

BACKGROUND:

Calumet County is situated in Northeastern Wisconsin. The Calumet County Deputy Sheriff's Association represents eighteen sworn officers in the following classifications: Investigator, Special Investigator, Patrol Officer, Police School Liaison Officer, and Patrol Corporal. The County has collective bargaining agreements with the following groups: Courthouse, Human Services Professionals, Highway and CCCEU.

POSITIONS OF THE PARTIES:

A substantial record was created by the parties. The following is an overview of the primary positions of the parties. It does not completely summarize all arguments presented.

Association's Position

Bargaining History/Tentative Agreement

Bargaining history is very relevant to this case. The Employer's extensive final offer is based in part on a tentative agreement reached by the parties. Human Resources Director Patrick Glynn and Association Representative Michael Goetz worked together and with others in an attempt to work out a quick settlement. This occurred after one bargaining session and was referred to as a tentative agreement. The Association agreed to take this back to the membership for a vote. Mr. Goetz indicated that he expected a "hard sell" and was not optimistic regarding approval. The Association was not surprised that this package was rejected. Mr. Goetz and Mr. Glynn continued to work towards an agreement. A later settlement agreement provided by the County was also rejected by the membership. The Employer's voluminous final offer is based in part on the tentative agreement. Some of the changes are alleged to be part of the initial tentative agreement; other language changes are new. The County's argument that its final offer should be selected by the Arbitrator because it is a tentative agreement reached by the parties is misplaced. The County's final offer is different than the tentative agreement. By changing the terms of the tentative agreement, the employer has lost whatever value that argument might provide. In most cases when a tentative agreement argument is used, the party's final offer is the same as the rejected tentative agreement. While the County may argue that aspects of its final offer are enhanced, the tentative agreement theory fails. Generally arbitrators consider a tentative agreement to be an indication of reasonableness and that it deserves consideration because it reflects the leaders' views at a specific time. Further, arbitrators have not viewed tentative agreements as being determinative in resolving a dispute as this could have a chilling effect on future negotiations. This conclusion is particularly appropriate in this matter as negotiations had been brief, the difficulties of ratification were identified and the Association was willing to take proposals to the membership for consideration.

Comparables

While the parties have been to Interest Arbitration previously, a definitive group of comparables was not established. The Association suggests that the comparables they argued in the prior case should be used now.¹ These include the following contiguous counties: Brown, Fond du Lac, Manitowoc, Outagamie, Sheboygan and Winnebago. The Association questions the Employer's proposed comparables which add three additional counties that are less geographically proximate than the others.

The Association's final offer is very straight forward as it only addresses wages. The Calumet County Deputies have been falling behind area comparables for the past several years. Exhibits submitted by the Association show slippage below the average wage rate. Both the Employer's and the Association's first year positions regarding wages are identical and recognize that a market adjustment is necessary. The Association proposes another modest market adjustment in year two.

Final Offer Discussion

The Employer's final offer contains numerous changes in the collective bargaining agreement. Some of the changes are present because they may have been in the tentative agreement. Other changes proposed by the Employer were not bargained across the table. The Association cites several arbitrators regarding status quo contract changes during Interest Arbitration proceedings. The concepts include: a legitimate problem exists which requires attention; a compelling need for change exists; the disputed proposal reasonably addresses the problem; there is support in the comparables for the change; a quid pro quo is offered for the change and for the quid pro quo to be effective there must be a meeting of the minds as well as mutual consideration. The Association also identifies arbitral views that major changes in parties' contracts should be bargained rather than accomplished through arbitration, whenever possible.

¹ Calumet County MIA, Dec. No. 31487-A, (4/06)

Listed below are Association responses to the various Employer proposals:

Seniority Language: The Employer argues that this reflects a side letter. If so, there is no need for a change. Moving a side letter into the contract should be done by mutual agreement. While the Employer argues it gains nothing by making this change, the Association loses the right to mutual agreement which it had with a side letter. Changing definitions from general seniority to bargaining unit seniority is not necessary and should be part of a voluntary resolution if agreement is reached.

Layoff Language: The Employer makes significant changes in the layoff language. Length of service is deleted and replaced by bargaining unit seniority. The Employer proposes new language regarding the trial period without sufficient justification. Changes such as these should only occur with a voluntary agreement.

Grievance Procedure: The Employer makes substantial changes to the Grievance Procedure which impacts the manner in which grievances must be processed. Under the change, the Association could only file a group grievance if all employees were affected rather than the current "one or more". Also, the proposed new language limits the grievance to an interpretation of the agreement. Sufficient justification has not been provided by the Employer for this change.

Field Training Officer Pay: The Association has not sought this pay increase. The Association prefers that all increases be applied to the regular hourly rate and not provided to just a few members.

One-Half Day Holiday: The Employer identified that this is intended to be a quid pro quo. The Employer withdrew a .5% increase in wages and substituted this one-half day holiday because of something that happened in another unit. The Employer also modified language regarding holiday administration. Changes such as these should be bilateral not unilateral.

Military Leave: The Employer makes a very substantial change by eliminating the County's obligation to grant leave without pay providing the employee returns within 90 days from active duty. The County substitutes a commitment to comply with Federal and State Statutes. The Employer must follow the law whether it is in the contract or not. The current language provides a minimum standard without regard to the law or potential future changes.

Clothing Allowance: This is another increase not sought by the Association. While increases are nice, the Association recognizes that the County has funding limitations.

Insurance: This is a very important proposal. The County is attempting to make a breakthrough regarding changes not secured with any of its bargaining units. The County is attempting to increase employee premium payments and impose new wellness standards without showing that the old voluntarily bargained standards have become ineffective. The Association has concerns about confidentiality. The Association also has concerns about potential enforcement if discrepancies developed between insurance company records and employee representations. Had the Employer gained the proposed changes with its other units, it would be a different matter. The Association cites arbitral authority supporting the importance of maintaining internal consistency among bargaining units particularly when benefits are involved. In addition to the lack of internal comparables, the County has failed to meet the tests needed for a change in the status quo.

Retroactivity/Wage Schedule: This proposal seems to delete a wage retroactivity obligation. The deletion of this language is unnecessary and could make this issue confusing.

Residency: This is a very important issue for the Association and should not be imposed through arbitration. A review of external comparables shows that very few contracts contain residency requirements. The County may suggest that some comparables have ordinances or policies requiring residency, however this is a mandatory

subject of bargaining. A unilateral policy should not be considered acceptable as a comparable. The Employer attempts to soften the demand through a "grandfather" provision that allows current employees to continue residing outside of the forty-five minute response area. This creates two separate sets of work rules which can cause problems in the workplace.

The Association has concerns about the method of determining the forty-five minute response area. Mr. Glynn testified that Microsoft's Maps and Streets software is used to determine the area. This software program is not identified as the method of determining the permissible areas of residence. This is a significant flaw in the Employer's proposal.

The Sheriff testified that he had not yet encountered a problem, but because the world is changing, the County needs to be prepared to respond appropriately. The Sheriff also testified that Deputies were not required to carry pagers and there was no "on-call" procedure. Also, squad cars were not available to take home which would expedite Deputy response time from home.

It is important to recognize that only two current employees reside outside the forty-five minute response area. Based upon the numbers, the lack of response procedures and the Sheriff's testimony, a problem does not exist. Clearly the Employer's status quo change obligations have not been met.

Statutory Criteria

The Association reviewed the final offers using the statutory criteria. The Association suggests that criteria a, b, d (2) and g are not relied upon or disputed by the parties.

Criterion c, Interests and Welfare of the Public, favors the Association. The Association argues that it is in the best interest of the public to have well-trained officers who have high morale and receive a competitive wage. Morale would be eroded if

significant working condition changes were imposed through arbitration rather than voluntarily negotiated.

Criterion d (1), Comparison of Wages, Hours and Conditions of Employment with other Employees, favors the Association. The Association argues that it is significant to note the lack of internal comparables supporting the extensive insurance change proposed by the Employer. This supports the Association's position that it is not appropriate to seek a significant change through arbitration. The Association also argues that the wage increase it seeks is well supported by the comparables the Association and Employer proposed in a prior arbitration. Little support is found for the Employer's far-reaching final offer in the comparables.

Criterion e, Cost-Of-Living Considerations, is not determinative in this matter. The cost of each party's offer is very similar with the Employer's being somewhat higher.

Criterion f, Overall Compensation, has not been included as an argument by either party. The primary issues in this case are non-economic changes proposed by the Employer.

Criterion h, Other Factors Normally or Traditionally Taken into Consideration, favors the Association. The Association points out that the County has proposed eleven significant changes to the 2008 -- 2009 Collective Bargaining Agreement. The Association argues that traditionally arbitrators have required the party proposing the change to meet certain standards including showing there is a need for the change; that the proposed change meets the need; that the change is supported by the comparables and that an adequate quid pro quo is provided. The County has not demonstrated a clear need for the proposed changes. Regarding the residency proposal, the County has not shown that this change will improve response time without some type of "on-call" system. According to the Association, the County has not offered an adequate quid pro quo for this change. Regarding the insurance change, the County has not established the need or identified what is not working. This proposed change is not supported by the

comparables. The items offered as a quid pro quo are not sufficient or agreeable to the Association. Further, any reliance by the County on the tentative agreement argument fails because the County's final offer differs from the initial tentative agreement. The Association should not be penalized for attempting to achieve a quick settlement by taking proposals to the membership to determine whether an agreement was possible.

County's Position

Overview

The County argues that there are three main issues in dispute and several minor issues that are all linked. Wages is one of the primary areas of dispute. The parties agree on wage adjustments for the first year. In the second year the county proposes a 3% across-the-board increase. The Association proposes adding a \$.10 market adjustment to salary grades E 20 and E 25 and a \$.15 market adjustment to salary grade E 10 and then apply a 3% across-the-board increase. Health insurance is the second main area of dispute. There are several components to the County's health insurance final offer which include: Health Savings Accounts (HSA), Health Insurance Employee Premium Contributions, and a Wellness Program. The third main area of dispute relates to response time (residency).

The County considers several other proposed areas to be minor issues. The additional one-half day holiday on Easter Sunday is an improvement and part of the quid pro quo for the increased employee premium contribution aspect of the health insurance proposal. The County has proposed increasing the Field Training Officer pay from \$.35 to \$.75 per hour and an increase in the clothing allowance from \$450 to \$475 per year. Clarifying Section 5.06 Trial Period benefits both parties. The County accepted the Association's proposal regarding Section 7.02 Grievance Procedure. The County asserts that these minor issues represent the "give and take" bargaining of both parties.

The County categorizes several other proposed areas as "housekeeping" and the addition of existing Memos of Understanding to the contract. These areas include:

clarifying the definition of seniority, updating the list of arbitrators, modifying the grievance process as proposed by the Association and adding Memos of Understanding related to Holiday Compensatory Time and Seniority to the contract. The County suggests that these changes are needed to keep the contract updated. Further, the importance of the housekeeping items cannot be minimized as the County's final offer incorporates the latest understandings between the parties. The County does not believe that the housekeeping and clarification issues are really in dispute.

Cost of Both Offers

The County presented costing information for both offers (Exhibit 5). The County believes that it is very significant that the Union did not present any costing information. The parties are in agreement regarding wage increases for 2008 (\$.10 increase for hourly rates plus a 3% increase). For 2009 the County proposes a 3% across-the-board wage increase. The Union proposes an adjustment of \$.10 for Patrol Officers and \$.15 for Investigators in addition to a 3% wage increase. There are eighteen full-time employees.

Below are costing comparisons based upon data provided by the Employer (Exhibit 5).

Total Cost of Each Offer

	<u>County</u>	<u>Association</u>
2008	\$68,620 ----- 5.06%	\$67,466 ----- 4.97%
2009	\$53,944 ----- 3.78%	\$53,437 ----- 3.75%

Cumulative Two-Year Increase of Offers

	<u>County</u>	<u>Association</u>
	\$122,564 ----- 9.03 %	\$120,883 ----- 8.91%

Weighted Average Hourly Rate
(2007 Base \$22.89)

	<u>County</u>	<u>Association</u>
2008	\$23.64 ----- 3.28%	\$23.64 ----- 3.28%
2009	\$24.38 ----- 3.1%	\$24.43 ----- 3.3%

Health insurance would increase approximately 20.65% from about \$135,000 in 2007 to about \$163,000 in 2008. In 2009, County insurance costs will increase by approximately 7.5% to about \$175,000. The different pay differential increases would cost approximately \$1,000 or 18%. The Field Training Officer pay increase is approximately \$613 or 114%. The uniform allowance increase is about \$563 or 6%. The half-day holiday costs approximately \$2,216.

The County acknowledges that both total package cost increases are very close. The County's final offer cost actually exceeds the Association's offer cost by approximately \$1,680. It is important to note, however, that the Union's offer does not address health insurance or other disputed issues.

Bargaining History/Tentative Agreement

The County suggests that the role of the Arbitrator is to place the parties in the position they would have achieved had they been able to reach a voluntary agreement. To this end, bargaining history must be strongly considered. It is important to note that the parties reached a tentative agreement on October 3, 2007. This tentative agreement is the best evidence of where they settled and where they should settle in arbitration. After the tentative agreement was rejected, the Union representative identified that the County's proposal regarding compensatory time was a problem. The County presented another viable offer without the compensatory time proposal. In August of 2008, a mediator from the WERC submitted a "Mediator's Proposal" for the parties to consider. The Association rejected the proposal. In December of 2008, the County's Human Resources Director met with the Association President and Representative. A "settlement offer", which included

the entire list of changes, was provided to the Association representatives. While this does not rise to the level of a tentative agreement, it does represent a potential settlement which was worthy of a vote. The bargaining history shows that the County continually sought a voluntary agreement. The County states that the Association did not formally object to the County's proposals on health insurance, response time, wages, minor issues and housekeeping items. The County's final offer reflects employee-related enhancements to the initial tentative agreement.

The County supports its argument that the tentative agreement should be adopted by citing arbitral guidance regarding tentative agreements. While not controlling, a tentative agreement is an indication of reasonableness and is entitled to some weight. It represents the give and take of the negotiations process.

The County explained differences between the original tentative agreement and the current final offer. After the tentative agreement rejection, the compensatory time issue was dropped because it was identified as being a problem. Since additional wage adjustments were provided as a quid pro quo for the compensatory time issue, these were also withdrawn. The Association retained the \$.10 and \$.15 quid pro quo wage adjustment for 2009 even though the County dropped its earlier proposal. The County also added a half-day holiday and Health Savings Account (HSA) adjustments as quid pro quos for its proposals on health insurance. The County made changes to its health insurance proposal which were more favorable to the employees. The County improved its residency/response time proposal from the original tentative agreement by adding a "grandfather" provision. The County states that all of the changes from the tentative agreement contained in the final offer represent improvements from the tentative agreement for employees.

Comparables

The County points out that there is a difference of opinion regarding the appropriate comparables. The Employer identifies that this is the first instance of comparables being established. They emphasize that this is a serious matter with

significant long-term consequences. The County and the Association were involved in a prior interest arbitration in which the Arbitrator deferred the selection of comparables. In the prior case the Association proposed the following contiguous counties (Brown, Fond du Lac, Manitowoc, Outagamie, Sheboygan and Winnebago). The County provides a thoughtful plan for determining comparables based on objective socioeconomic characteristics. The Association simply suggests that contiguous counties be used for comparison purposes. The Employer believes that contiguous counties are not a representative sample when looking at common criteria used for determining comparables by many arbitrators in numerous interest arbitration cases.

The County proposed comparables included the following counties: Fond du Lac, Green Lake, Kewaunee, Oconto, Outagamie, Shawano, Waupaca, Waushara and Winnebago. Selecting comparables is a very difficult task as Calumet County is unique in geography and various economic characteristics. It is surrounded by 6 of the 19 largest counties in the state: Brown – 4th; Fond du Lac – 14th; Manitowoc – 19th; Outagamie – 6th; Sheboygan – 12th and Winnebago – 7th. Its own population of 46,000 ranks 30th overall. Of that population 60% is urban and 75% of the County's total acreage is considered farmland. A portion of the City of Appleton (Outagamie County) is in Calumet County. The City of Menasha is shared with Winnebago County. In both instances the larger County has the larger share of the population base. Approximately 32% of Calumet County's work force leaves the County for employment. The County's manufacturing property values rank 31st in the state. The contiguous counties are ranked as follows: Brown – 4th; Fond du Lac – 19th; Manitowoc – 16th; Outagamie – 6th; Sheboygan – 9th and Winnebago - 5th. The County's equalized valuation ranks 38th in the state. The contiguous counties are ranked as follows: Brown – 4th; Fond du Lac – 20th; Manitowoc - 27th; Outagamie – 9th; Sheboygan – 14th and Winnebago – 10th. A large portion of Calumet County's population lives in the North West portion of the County. While location (contiguous or proximate) will be considered in defining comparables, many other factors have been analyzed by arbitrators. These include population, number of employees, services provided, per capita income, tax rates, etc.

The County's proposed comparables are based on a combination of the Fox Valley Workforce Development Area (FVWDA) members as established by the State Department of Workforce Development and three proximate counties (Kewaunee, Oconto and Shawano) based on a thorough analysis of socioeconomic data. The County suggests that this makes sense from a labor market standpoint based upon an analysis of work and census profiles. The proximate counties identified are no further away from Calumet County than some FVWDA members.

The County provided a detailed explanation of the methodology followed to identify proposed comparables. The County analyzed twenty-four separate factors which related to population, per capita income, crime rates, urban population, operating and debt levies, numbers of employees, numbers of law enforcement employees, proximity to Calumet County, equalized value, manufacturing property values, etc. The Employer identified approximately one-third of the counties in the state that were the most closely representative of Calumet County. This group of approximately twenty-three counties was evaluated for the quality of the match to Calumet County's data. Five data categories were given greater weight because they have been more commonly considered by arbitrators. These categories include Population, Per Capita Personal Income, Operating/Debt Levies Per Capita, Proximity and Equalized Valuation Per Capita. Through detailed analysis, the County arrived at its proposed list of comparables.

The Employer challenges the Association's proposed comparables as they are based solely upon being contiguous. Each of these counties is much larger than Calumet County with larger population centers. While proximity has been a consideration of arbitrators in the past, it is but one of several criteria assessed. The County identified the methodology used by several arbitrators in determining comparables. Several cases reinforce arguments made by the County regarding the importance of using various socioeconomic criteria in addition to location. The County also explained why it proposed including larger counties such as Fond du Lac, Outagamie and Winnebago. As members of the FVWDA they have more in common with Calumet County. Also, as mentioned before, Calumet County shares population centers with Outagamie and Winnebago Counties. The Employer has taken a balanced approach including some

larger counties along with smaller counties in the same economic labor market. The Employer has thoughtfully analyzed various socioeconomic indicators to arrive at the list of proposed comparables. Based upon the County's thorough approach, the Arbitrator should select the County's proposed list.

Health Insurance

The County's health insurance costs are significant and have risen dramatically. All bargaining unit employees are in the HMO plan. In 1996 the County's costs for a single plan was \$165.00 while the family plan was \$427.07. In 2009 the costs had increased to \$481.71 single and \$1248.77 family. Had the increases tracked with the inflation rate, premiums would only have been \$224.90 single and \$582.10 family. The County's actual premium is about 115% above the Consumer Price Index (CPI) adjusted premiums. These increases demonstrate the need to control health care costs and have employees pay their share. The County provides viewpoints from arbitrators which support the necessity of employees contributing towards rising health care costs.

The County's proposal to gradually increase the employee's contribution is very reasonable and important. The evolution of employee contributions is important to recognize. Employees paid between 5% and 10% of the premium except from 1992 until 1997 when the county paid the full single premium. When the Health Risk Assessment (HRA) program began, employees who voluntarily participated in the Wellness Program only paid 7.5% of the premium instead of the 10% if they did not participate. Under the County's proposal, employee contributions would increase a modest 1% to 8.5% in 2009 and an additional 1.5% to 10% in December, 2009 for those participating in the Wellness Program. For those employees not participating in the Wellness Program, there would be no change in contribution level for 2008. The contribution level for 2009 would be 13.5% and increase to 15% in December, 2009. The incentive to participate in the Wellness Program is intended to help improve employee health while reducing healthcare costs.

The Association has ignored these dramatic cost increases by continuing the status quo. The family HMO premium has increased by 32% from 2007 to 2009 which

amounts to \$275 per month or \$3,300 over two years. It is also important to recognize that using the Section 125 Plan significantly reduces the after-tax implications of the premium contributions. During most of 2009, employees would pay about \$106 per month towards the premium. However due to the Section 125 Plan, the actual out-of-pocket cost would only be \$69. The County proposal is a responsible way to help address the escalating healthcare costs.

The Employer submitted evidence that showed that many comparable counties receive larger employee contributions toward health insurance than requested by Calumet County. Fond du Lac County is the only comparable that currently provides a Health Risk Assessment program. Fond du Lac currently requires employees to pay 12% of the premium for those who participate in the Wellness Program and 14% for those who do not participate in the program. Calumet County's proposal is in line with Fond du Lac County. The Association's status quo position keeps employee contributions below that of most comparables.

The Employer submitted evidence showing that contributions on the part of private sector employees are much greater than those of public sector employees. Specifically, private sector employees pay approximately 15% of the single premium and 26% of the family premium. Private sector employees are contributing much more to their health premiums than is proposed by the County. It is also important to recognize that the County offers a high level of insurance benefits.

The County believes that the physical examination requirement will assist the parties in controlling costs. The current Wellness Plan includes a questionnaire, a blood draw along with a report to the employee's doctor. Health issue counseling and coaching are also available. The County seeks to add an annual physical requirement to the program. The type and extent of the physical is up to the employee's primary care doctor. The physical is intended to identify risk issues and potential problems. The smoking cessation portion has been reorganized. Spouses may participate in voluntary educational programs. The changes made to the Wellness Program are intended to make it better. These changes were accepted as part of the October 3, 2007, tentative agreement. These

changes have been made more palatable after discussing them with other groups of employees. The Arbitrator should recognize that these changes are modest, reasonable and necessary to improve the Wellness Program.

While the County has not obtained these health insurance related changes with other bargaining units, the County is advancing this position. The same changes proposed in this case are part of a certified final offer with the Highway Department Union. The County is expected to propose the same final offer to the other three unsettled bargaining units (CCCEU, Courthouse and the Human Services Professionals). The employer has achieved the proposed health insurance changes with the non-represented employees in the County. It is important to note that the changes proposed to the Association in December of 2009 have been implemented for all of 2009 with the non-represented employees. The County identifies arbitral authority that supports the County's intention to make the same health insurance change proposals when the opportunity develops.

The County additionally identifies arbitral authority that supports the concept that no quid pro quo is required when a proposal is strongly supported by comparables. Given the overwhelming support in the comparables, the County would not be required to submit a quid pro quo. Even if a quid pro quo was required for the insurance change, the County's wage increase satisfies that need. The Employer's overall wage increase of 3.28% in 2008 and 3.1% in 2009 are very significant. Under the Association's wage proposal for 2009, the Deputies would receive a 3.4% increase while the Investigators would receive a 3.6% increase. Both adjustments are much above the comparables. In addition to the wage increase, the County also provided a one-half day Easter holiday and an increase to employee's Health Savings Accounts (HSA) (\$125 single/\$250 family for wellness participants) as additional quid pro quo elements. The average gain through the quid pro quo for employees is \$119. If those employees who do not participate in the Wellness Program are subtracted from the calculation, the average gain would be approximately \$205 per employee. The County suggests that its entire offer should be viewed as a quid pro quo. Changes to clarify seniority, modify the grievance procedure, increase the clothing allowance, insert Memoranda of Understanding, and increase the Field Training Officer pay represent traditional bargaining. All of the components of the

final offer for the County are interrelated and dependent upon one another. Since this is typical of a voluntary settlement, the Arbitrator should find the County's offer more reasonable. Further, the Employer argues that employees benefit under the County's proposal.

Response Time/Residency

The County's response time proposal is critical to the mission of the Sheriff's Department. The County's proposal, requiring employees to live within forty-five minutes of the Sheriff's Office which is located in Chilton, Wisconsin, is critical to County citizens. The Sheriff testified that he would only exercise the right to call in all Deputy Sheriffs in the event of a major emergency. Originally he wanted a thirty to thirty-five minute response time requirement but compromised at forty-five minutes in an effort to reach a voluntary agreement with the Association. This proposal is fair and will not negatively impact employees. Currently only two employees live outside of the forty-five minute response time area. These employees would not be required to move. However if they did move in the future, they could not move further away from their current response time locations. The forty-five minute response time covers a large area. This area is determined by using Microsoft Maps and Streets software. The lack of a union response on this topic is a fatal flaw for their offer.

Internal and external comparables strongly support the County's response time proposal. This language was agreed to by non-sworn dispatchers during the last round of negotiations. With external comparables, the results vary. Green Lake, Oconto and Winnebago Counties do not have residency or response time requirements. Kewaunee, Shawano, Waushara and Waupaca require officers to live within the county. Outagamie requires that officers live within twenty-seven miles of the courthouse. Five of the nine external comparables require some type of residency. The comparables' residency requirements are stricter than Calumet County's proposal. Calumet County's proposal is needed, very reasonable and should be adopted by the Arbitrator.

Wages

The County's final offer on wages is strongly preferred over the Association's offer. The parties are in agreement regarding wages for 2008 which consists of a \$.10 wage rate increase plus a 3% across-the-board adjustment. For 2009, the County has proposed a 3% across-the-board increase. The Association proposed a \$.10 an hour increase for Patrol Officer, Police School Liaison Officer and Patrol Corporal positions and \$.15 an hour for Investigator and Special Investigator positions and then apply a 3% across-the-board increase to all categories. The County asserts that its final offer is closer to the wage settlements for internal and external comparables. The County also argues that the Union has not justified the need for an additional \$.10 or \$.15 increase in the second year.

The County presented extensive information on minimum and maximum wage rates as well as annual hours worked among the comparables. A review of this information shows that Calumet County will retain its historical rank under either offer. This evidence refutes the Union's claim that a salary "catch up" adjustment is warranted. The County's offer exceeds the comparables' average at all but one benchmark. Regarding internal comparables, in 2008 all other units settled for a 3% across-the-board increase. The \$.10 per hour market adjustment in addition to the 3% across-the-board increase exceeds the internal pattern for 2008. In 2009 the professional unit and non-represented employees have received a 3% across-the-board increase. The County has submitted 3% final offers to the Courthouse unit and CCCEU for 2009. The County has a certified final offer with the Highway unit for 2009. The County is attempting to establish a consistent pattern of 3% across-the-board which has been the case in two other employee groups.

The County also argues that its wage offer exceeds the external settlement pattern. In 2008 both the Association's and the County's offers resulted in a 3.4% increase for Deputies and Investigators. The external comparables averaged 3.07% for Deputies and 3.19% for Investigators. In 2009 the County's offer is 3% while the Association's offer amounts to 3.4% for Deputies. The comparables average a 2.81% increase. The County's

offer for Investigators is 3% while the Association's offer amounts to 3.6%. The outside comparables average 3.03%. Obviously the County's position compares very favorably with the external comparables. The Union has not justified the additional market increase above the across-the-board adjustments. Further, there is very little turnover within the unit and the County has not had difficulty attracting qualified candidates for open positions. This demonstrates that wages are market competitive and at a level that will attract and retain qualified employees. Given the weak economy and an unwillingness to make insurance concessions, the Union cannot justify this excessive demand.

Other Considerations

The County's final offer compares very favorably with the cost-of-living. The CPI increased by 2.8% in 2007 and by 3.8% in 2008. There has been an annual average decrease of 1.4% for the first four months of 2009. The County's offer provided for an aggregate wage increase of 3.28% in the first year and 3.1% in the second year. The Association's offer provides for an aggregate wage increase of 3.28% in the first year and 3.3% in 2009. The County points out that employee wage increases have exceeded the CPI over the years. The Calumet County Deputies have done very well.

The Overall Compensation Factor strongly supports the County's offer. The Deputies enjoy a wide range of benefits. The County has improved several of these benefits in its final offer. These improvements include an additional one-half day holiday at Easter, an increase in the uniform allowance and an increase in the Field Training Officer pay. The Arbitrator must keep in mind the overall compensation factor in assessing the reasonableness of a final offer.

Best Interest and Welfare of the Public

The Employer points out that the country is in the worst recession since the Great Depression. The County's offer deals with pressing economic issues in a responsible manner. The final offer balances the need to contain health care costs, create a greater incentive to participate in the Wellness Program while providing appropriate salary adjustments. The County Administrator identified that new growth had slowed to 1.91%,

State imposed levy limits reduce possible levy increases and many other economic issues are creating additional budget challenges. The County's maximum levy increase is approximately \$258,000 while wage and benefit increases would be over \$550,000. The County's shared revenue has remained flat over the prior five years while the County's retiree medical liability and expense continues to grow. The County summarizes numerous economic indicators that point to numerous financial challenges. The County also identifies that some arbitrators have made specific references to the recent recession and considered negative economic conditions in rendering decisions. The County argues that its final offer is in the best interest and welfare of the public.

Association's Reply Brief

The Association criticizes the Employer's brief as being a "gigantic" argument with few consistent themes. The Employer's argument for the Arbitrator to adopt a tentative agreement is misplaced as neither party has proposed any tentative agreement as a final offer. The Employer argues that its final offer is an improvement over the prior tentative agreement. While the Employer may believe this to be true, it gave up a tentative agreement argument by submitting a final offer significantly different than the one initially rejected by the Association. While the County asserts it worked diligently to obtain a voluntary agreement, the record shows that it repeatedly packaged and repackaged its offers. The Association informed the County that these extensive proposals had a poor chance of passing. Rather than bargaining, the County was involved in posturing.

An example of this posturing is the comparable data submitted by the County. Both the County and the Association submitted proposed comparables in a prior case. Even though the Arbitrator did not make the final determination, the Association believed they understood the County's preferred comparable pool. This change and the comprehensive data supporting this change were first revealed to the Association at the arbitration hearing. This is not indicative of a party truly seeking a settlement. Through the use of a software program, the County analyzed a great deal of data. It is significant

that this information was not discussed with nor presented to the Association. Effective bargaining is based on communication not "who can produce the biggest stack of data".

The Association questions whether the Arbitrator can adopt an "extensive reconstruction" of the contract. The County has submitted eleven items for consideration in its final offer. While some of these proposals are characterized by the Employer as housekeeping or clarifications, these changes are significant. Changes in language eradicate the practices associated with the old language. Changes such as these should not be made through arbitration but done so as part of a voluntary agreement. The Employer labels some of the proposed changes as Association proposals or Association agreement. It is important to note that the Association has objected to the Employer's proposals throughout bargaining. The Employer attempted to package offers to gain acceptance but was unsuccessful. The only way to determine if any proposal is agreed to by the parties is to include it as a stipulation. There is no evidence in the record that the Association agreed to any of the eleven items in dispute. The burden of justification falls on the party making the proposal. The Employer had the opportunity to drop any proposal as the parties exchanged final offers. It stretches credibility to believe the County made these proposals to be "nice, fair and reasonable" without regard to its offer.

The Association only has wages in its final offer. The only difference between the Association and County wage proposals is a modest market increase of \$.10 and \$.15 prior to applying the agreed 3% across the board adjustment. The \$.10 adjustment applies to the majority of the bargaining unit. Based upon the County's analysis, its offer is more costly than that of the Association. The issue is not how much to spend and where to allocate monies. The Association wants a small market adjustment which is appropriate based on comparables proposed during the previous arbitration.

Internal comparables do not support the insurance changes the Employer is seeking. The unilateral implementation with non-represented staff does not justify the change. The Association suggests that arbitral precedence supports the concept that changes should be made voluntarily and that arbitration should be used to bring in those who are out of step.

The residency/response time proposal represents a major change not appropriate for arbitration. The County has not made a case substantiating the need to introduce this restrictive provision. There were no examples of response time problems. There were no examples of attempts to improve response time. Two members of the bargaining unit, who live outside of the forty-five minute response time limit, live approximately sixty minutes away from Chilton. The "grandfathering" provision, while intended to protect two current bargaining unit members, actually creates different classes of employees which can negatively impact morale. Also, the comparables do not support the residency/response time proposal.

Regarding the quid pro quos, the County has offered things that the Association does not value. None of the quid pro quos were proposed by the Association. A quid pro quo should contain something sought by employees. It should have something they want, not something the Employer is willing to give.

The Association counters the Employer's argument that the Arbitrator should place the parties where they likely would have settled had they reached a voluntary agreement. The Association suggests the parties would not have agreed to make extensive changes in the contract, eliminate group grievances and create a cumbersome process, create a two-class system of residency and agree to significant changes in wellness and increases in premium contributions in excess of those made by other represented employees. The Association certainly did not reach a voluntary agreement with the terms previously described.

Finally the Association stated:

"Had the Employer reduced its Final Offer to a few items it felt to be vitally important and dropped the rest and then built its case on these few items this would be a much narrower case. It instead elected to 'go for it all' and consequently it sinks under the weight of its total proposal.

Perhaps the lesson for the Employer in this case is to not overreach. Negotiate your changes at the bargaining table a few at a time and not posture for arbitration, provide the quid pro quo that is agreeable to the Association. Share your data during the bargaining and don't rely on arbitration as a place to surprise and dazzle."

Based on the evidence and argument, the Association requests the Arbitrator to select the Association's final offer.

County's Reply Brief

The County believes that it is clear that the Association's advocate is "second guessing" what occurred during bargaining. He was not present during the negotiations that led to the tentative agreement. Both parties agreed that bargaining history plays a role in this case. The parties met on August 14, September 11 and October 3, 2007. There is no dispute that the parties reached a tentative agreement on October 3, 2007. Most of the items that were in the tentative agreement were mutually agreed upon by both parties. Compensatory time was a major issue in the dispute. On August 22, 2008, a mediator submitted a settlement proposal which was rejected by the Association on September 4, 2008. On December 2, 2008, a "draft" tentative agreement was reached between the Union President, Union Representative and County Representative. While this did not rise to the level of a "typical" tentative agreement, the parties reached a "meeting of the minds". The County responded to some of the Association's concerns by including modified provisions in the County's final offer. The Union attempts to distinguish the tentative agreement in several different ways. The fact that it occurred quickly makes no difference. The fact that the Union Representative indicated it may be difficult to sell is not relevant in establishing a tentative agreement. The differences in the County's final offer and in the tentative agreement are not relevant. Most of the language modifications benefit employees. As bargaining progressed with other units, the need for another quid pro quo surfaced. Based upon the Association reaction, the County removed its compensatory time proposal.

Regarding the Association's argument about the number of County proposals, the arbitration process "should be used for one or hundreds of issues if they are reasonable, and can be supported by the statutory criteria". The County is not obligated to continue previously proposed comparables particularly since the arbitrator in that case did not make a determination regarding appropriate comparables.

The Association's final offer avoids the real issues in this case which are health insurance and response time. Also, the Union's final offer suggests that Calumet County has slipped below the average wage rate for the previous Union and County proposed comparables. While figures are included, the Union has not shown any details about how the numbers were calculated. Union exhibits purported to compare Deputy wages using County comparables are inaccurate because of the inclusion of Manitowoc County. The Employer has never proposed Manitowoc County as a comparable employer. The Union has not provided any detailed proof to justify the market adjustment proposed. The Union cites several arbitration awards supporting the proposition that a party changing the status quo must justify the change, show that its proposal addresses the problem and has offered a quid pro quo. The County understands the status quo tests established by arbitrators and suggests that its final offer meets all of the standards. The Union has not met the status quo test with its market adjustment in the second year.

The County provides responses to various points regarding aspects of its final offer raised by the Union.

Seniority -- This proposal has two aspects which are bargaining unit seniority and classification seniority. This proposed change was deferred to the Association to provide clarity regarding the definitions. This mirrors the tentative agreement. The change to bargaining unit seniority identifies how that seniority is to be applied. The classification seniority matter flows from an existing side letter. While the Union argues there is no need for a change because of the existence of a side letter, adding clarification to the contract would make individuals more aware of the definitions rather than referring to the side letter at the end of the contract.

Lay off -- These changes were not in dispute during bargaining and were part of the tentative agreement reached by the parties. The trial period allows employees to return to their prior position within sixty calendar days of the move. It also permits the County to return an employee to the prior position.

Grievance Procedure -- The Union overstates the impact of this proposal which mirrors the tentative agreement. This was a Union proposal to expedite the processing of grievances. While the Union complains that it can only file group grievances if all employees are affected instead of "one or more classification of employees", it is important to recognize that individual grievances can still be filed. Also, the existing grievance procedure already limits grievances to an interpretation of the contract.

Overtime -- This proposal clarifies the role of bargaining unit seniority in making overtime assignments. There is a need to clarify bargaining unit seniority since this was previously a mixed unit -- sworn and non-sworn employees.

Field Training Officer Pay -- The Association asserts that this pay increase was not being sought. It was sought at the time of the original tentative agreement and abandoned as part of their final offer. The County retained this increase as a way of honoring the tentative agreement.

Holidays -- When bargaining began with other County unions, the quid pro quo offered for health insurance modifications changed. The one-half day holiday and the addition to the HSA contributions became the quid pro quo.

Military Leave -- This was contained in the original tentative agreement and not contentious. This proposal allows the County to more easily administer the contract as laws are created and become clarified. This reflects the understanding reached by the parties.

Clothing Allowance -- This was part of the original tentative agreement and abandoned by the Association in its final offer. While the Association says this change is not being sought, it was part of the tentative agreement and is being honored by the County.

Health Insurance -- The County acknowledges that its health insurance offer may appear large but the actual changes may be summarized as follows: 1. Employees are required to submit to an annual physical as determined by their doctor; 2. The employee's

contribution to the health insurance premium is increased; 3. The County's HSA contribution is increased. Objections provided by the Association are general and vague. The Wellness Program operates on a good-faith basis. If violations or discrepancies are discovered, counseling would be used. If counseling was unsuccessful, the regular disciplinary process would be followed. The objective of this program is to improve employee health and reduce costs. This benefits everyone. The County's final offer in this area is well supported by comparables. The County submits that many arbitrators have upheld employer's efforts to require employee premium sharing. The County has been facing large health insurance increases. This well-balanced proposal is a means to address those concerns. It is not responsible for the Union to ignore the situation.

Wage Schedule -- The Union argues that this is a significant change impacting retroactivity. Article XX, which has been proposed for deletion, is redundant given the language in Article XXV.

Residency -- This was part of the original tentative agreement and improved upon later. The initial tentative agreement was more restrictive. The non-sworn Union has agreed to such language. It is not unreasonable to expect to have sworn employees have similar if not more restrictive language. Except for the "grandfather" exemption, the language is the same. The Employer argues that this change will not create two classes of employees as the Union forecasts. No one is harmed by this proposal. The requirement of living within a forty-five minute response time to the Chilton's Sheriff's Department is not unreasonable.

The County provides the following response to the specific statutory criteria contained in Chapter 111.77(6) Wis. Stats.:

- a. Lawful authority of the municipal employer is not an issue.
- b. Stipulations of the parties. The County agrees there are no joint stipulations. County argues that the tentative agreement reached could be construed to be a stipulation.

- c. Interest and welfare of the public. This criterion is best served by the County's final offer. Taxpayers have an interest in maintaining control over fringe benefit costs. The County's wage proposal would be the envy of other employees in the County. Considering the current recession and 9.5% unemployment, a larger increase would be difficult to justify to the public.
- d. Comparability. The Union is quick to point out that there are no internal comparables that support the insurance proposal. It is overlooking that these changes have been adopted by the non-represented employees. The Association has not mentioned any external comparables when discussing the insurance issue. The County has submitted information showing that private sector employees pay far more towards their health insurance plan. These points support the County's final offer.
- e. Cost-of-living. There can be no question that the County's final offer exceeds the relevant cost-of-living.
- f. Overall compensation. The County submitted evidence on overall compensation costing. The County's two-year cumulative increase is 9.03% while the Union's two-year increase is 8.91%. Approximately one-half of the overall compensation is a result of fringe benefits.
- g. Changes in the foregoing. An increase in the unemployment rate for the County to 9.5% is relevant. Continued increases in unemployment rates are expected.
- h. Such other factors. The tentative agreement reached between the parties is a significant factor that should be considered. The County argues that this is where the parties should settle in this case. The County has met its burden in justifying needed changes. The comparables support the County's final offer.

For the reasons articulated above, the County requests that the Arbitrator select its final offer as best meeting the statutory criteria.

DISCUSSION:

Section 111.77, Wis. Stats., directs the Arbitrator to give weight to the following arbitral criteria in reaching a decision:

- (a) The lawful authority of the 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 these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - 1. In public employment in comparable communities.
 - 2. In private employment in comparable communities.
- (e) The average consumer price for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the 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.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) 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.

The parties seem to agree that there are three primary issues and several "less significant" items in dispute. Regarding wages, the parties are in agreement for 2008.

For 2009 the County has proposed a 3% across-the-board wage increase. The Association has proposed a \$.10 and \$.15 increase to classifications prior to implementing a 3% across-the-board increase. Regarding health insurance, the County has proposed several changes related to Health Savings Accounts, employee premium contributions and the Wellness Program. The third primary issue relates to Residency/Response Time. The County has proposed that Association members must live within a forty-five minute radius of the Chilton Sheriff's Office. Regarding the issues characterized as "housekeeping/clarification" by the County, the Arbitrator will address them as the fourth issue.

Comparables Discussion

The parties point out that comparables have not been established for Calumet County. In part because of strong internal comparable support and no proposal to catch up with other jurisdictions, Arbitrator Dichter deferred selecting external comparables in the parties' prior case.² The Association has proposed the following contiguous counties (Brown, Fond du Lac, Manitowoc, Outagamie, Sheboygan and Winnebago) which were argued in the earlier case. The County has proposed the following counties (Fond du Lac, Green Lake, Kewaunee, Oconto, Outagamie, Shawano, Waupaca, Waushara and Winnebago). Kewaunee, Oconto and Shawano Counties were not proposed by the County as comparables in the prior case.

The selection of appropriate comparables is a challenging task. While there are objective criteria that can be relied upon, a certain amount of subjectivity is always involved. Arbitrator Yaffe identified factors to consider in establishing comparability which include: similarity in services provided; similarity in level of responsibility;

² Ibid.

geographic proximity and similarity in the size of the employer.³ There are many criteria relied upon to make judgments regarding the similarity of employers. The weight provided to these various criteria can vary depending upon specific circumstances, thus the unscientific nature of the process.

The geographic and socioeconomic characteristics of Calumet County make establishing comparables even more difficult. Calumet County is located in the Fox Valley and is part of the Fox Valley Workforce Development Area (FVWDA). Counties that are members of the FVWDA range greatly in size and other relevant characteristics. Calumet County is surrounded by six of the nineteen largest counties in the state: Brown – 4th; Fond du Lac – 14th; Manitowoc – 19th; Outagamie – 6th; Sheboygan – 12th and Winnebago – 7th. Calumet County is 30th in size. Calumet County shares the City of Appleton with Outagamie County and the City of Menasha with Winnebago County. Approximately one-third of the workforce leaves Calumet County for its employment. The interdependence with other counties and workforce mobility needs to be considered as comparables are established. These factors make any traditional comparison based on size problematic.

The parties are in agreement that the following contiguous counties should be included in the pool of comparables: Fond du Lac, Outagamie and Winnebago. These counties are much larger than Calumet. This agreement is based in part on location, shared populations, workforce interdependence and participation in the same economic labor market. This agreement reduces reliance on the traditional size comparison approach.

³ School District of Mishicot, Dec. No. 19849-A, (2/83)

Below is a chart created by the Employer to show various comparisons for the contiguous counties.

Chart 4							
Size Comparison of Calumet County To Contiguous Counties							
	Calumet,	B r o w n	Fond du Lac	Manitowoc	Outagamie	Sheboygan	Winnebago
2007 Pop. Estimate	46,292	245,168	101,740	84,830	174,778	117,472	165,358
Times Larger Than Calumet :		5.3	2.2	1.8	3.8	2.5	3.6
2007 Operating Debit Levies	12,334,429	72,876,423	31,886,056	25,971,081	53,039,677	43,728,555	60,750,649
Times Larger Than Calumet :		5.9	2.6	2.1	4.3	3.5	4.9
2007 Total Expenditures (in 1000's)	35,390.8	210,805.0	74,732.9	77,188.6	117,647.1	108,633.4	166,470.0
Times Larger Than Calumet :		6.0	2.1	2.2	3.3	3.1	4.7
2006 Full-Time L.E Officers.	24.0	144.0	54.0	52.0	76.0	77.0	126.0
Times Larger Than Calumet :		6.0	2.3	2.2	3.2	3.2	5.3
2007 Eq. Value (TIF Out)	3,041,683,000	17,580,616,900	6,593,004,100	4,866,468,000	12,378,377,000	8,547,036,600	11,163,114,950
Times Larger Than Calumet ;		5.8	2.2	1.6	4.1	2.8	3.7
2007 Manufacturing Property Values	78,044,900	708,995,000	205,142,900	223,330,700	545,356,300	389,946,700	697,060,100
Times Larger Than Calumet :		9.1	2.6	2.9	7.0	5.0	8.9
2008 Est. Units Housing	19,175	103,233	43,028	36,928	71,887	50,240	71,736
Times Larger Than Calumet :		5.4	2.2	1.9	3.7	2.6	3.7
2007 Tourist Exp. I	38,744,914	530,063,680	144,424,510	131,178,105	355,812,440	352,495,612	202,281,422
Times Larger Than Calumet :		13.7	3.7	3.4	9.2	9.1	5.2

This chart shows that the contiguous counties are larger than Calumet County. This chart also shows that Brown County is much larger than Calumet and the other contiguous counties. The population of Brown is 5.3 times larger than Calumet; operating and debt levies are 5.9 times higher; total expenditures and equalized value exceeds Calumet by 6 times and 5.8 times respectively; manufacturing property values in Brown are 9.1 times higher than Calumet and full-time law enforcement officer staffing is 6 times greater in Brown than Calumet. Even though Brown County is

contiguous, these and other indicators support the County's argument that Brown County is not an appropriate comparable.

The County argues that Manitowoc and Sheboygan are significantly larger than Calumet and should not be in the comparable pool even though they are contiguous. In considering the County's argument regarding Manitowoc, it is important to note that Manitowoc is smaller in most categories than the three contiguous counties proposed by the County and the Association (Fond du Lac, Outagamie and Winnebago). Regarding Sheboygan, the situation is similar. Sheboygan is smaller than Outagamie and Winnebago in all categories and only somewhat larger than Fond du Lac in most categories submitted by Calumet County. While Calumet County asserts that the larger contiguous counties are appropriate to include because of the interrelationships between the labor and economic markets, it is difficult to exclude Manitowoc and Sheboygan on the basis of size particularly when larger contiguous counties have been proposed as comparables by Calumet County.

Calumet County proposed adding Green Lake, Waupaca and Waushara as comparables because they are also members of the Fox Valley Workforce Development Area (FVWDA) which was established by the State Department of Workforce Development. The FVWDA consists of the following counties: Calumet, Fond du Lac, Green Lake, Outagamie, Waupaca, Waushara and Winnebago. The FVWDA supports various economic development initiatives within the Fox Valley area. The website identifies the mission, projects, services and various collaborations. It is apparent that this organization assists the various entities in enhancing economic development. This role and mission helps support the County's argument about the interrelatedness and appropriateness of including Green Lake, Waupaca and Waushara as comparables. A review of criteria generally used to establish comparability shows a reasonable relationship between Calumet, Green Lake, Waupaca and Waushara. While Green Lake and Waushara are smaller than Calumet in areas such as population, total expenditures, equalized value, manufacturing property values, etc., the differences are in a reasonable range when considering the size of the larger comparables agreed upon by the parties. The population of Waupaca is slightly larger than Calumet as are most of the data points

identified above. While these counties are not contiguous, they are proximate, compare well on key economic data points, impact the same labor and economic markets and participate in the economic development of the Fox Valley. (County Exhibit Tab 6)

The County provided a detailed explanation of the methodology used to propose the addition of Kewaunee, Oconto and Shawano to the pool of comparables. The County identified data unique to Calumet and identified a range of counties for comparison purposes. This group included 24 counties or 33% of the 72 Wisconsin counties. Using 24 socioeconomic factors and developing a range, the County identified a group of 12 counties that appeared to be most comparable. Knowing that geographic proximity was a factor considered by arbitrators, the County analyzed those which were most proximate. Based on this analysis the County proposed the addition of Kewaunee, Oconto and Shawano to the group of comparables to be considered in this proceeding. The County acknowledged that these three counties "are not necessarily geographically proximate as one would traditionally think". The County pointed out that these three are not much further away from Calumet County than Green Lake, Waupaca and Waushara. The location and proximity of all of these counties is a concern for this Arbitrator. The affiliation and association with Fox Valley addresses the proximity concerns for Green Lake, Waupaca and Waushara. While the data contained in County exhibits is extensive, the proximity issue without similar economic interrelatedness is problematic for Kewaunee, Oconto and Shawano. (County Exhibit Tab 6)

Based upon the arguments of the parties and the evidence presented, the Arbitrator concludes that the following counties are most comparable with Calumet: Fond du Lac, Green Lake, Manitowoc, Outagamie, Sheboygan, Waupaca, Waushara and Winnebago.

Tentative Agreement Discussion

The parties argue extensively about bargaining history and the tentative agreement concept. At the hearing there was a dispute about whether a tentative agreement had actually been reached as alleged by the County. Based upon the evidence

in the record, it is clear that a tentative agreement was reached on October 3, 2007. The fact that an Association representative indicated that it would be "a tough sell" is not inconsistent with that conclusion. It is also clear that the parties continued to work towards a voluntary settlement. Communication occurred between the representatives and documents were exchanged. As part of that process the County submitted a "settlement offer" to the Association which was ultimately rejected by the membership. The parties did not consider this offer to be a second tentative agreement.

Arbitrators have long held that a tentative agreement can be a sign of reasonableness as a meeting of the minds has occurred. At the same time arbitrators have been unwilling to impose the terms of the tentative agreement based on that argument alone. The undersigned agrees with Arbitrator Kerkman who recognized that a tentative agreement establishes a certain degree of reasonableness. He also identified that imposing a rejected tentative agreement could have a chilling effect on bargaining and should be avoided in the interest of encouraging collective bargaining between the parties.⁴

In this instance, the County has advanced numerous proposals based in part on the tentative agreement reached with the Association. The County asserts that the Arbitrator should view the proposals as being reasonable because they represent a meeting of the minds and were agreed upon by the Union representatives. Several things about this argument are important to note. The tentative agreement reached in October, 2007 has been modified in many respects. The wage package for 2009, which is the current Association proposal, was reduced by the County. The quid pro quo associated with the tentative agreement has been modified. Aspects of the residency proposal and health insurance proposal have been modified. The County argued that these changes generally benefit the employees more so than aspects of the prior tentative agreement. While this may be accurate, it is not helpful to the tentative agreement aspects of the

⁴ Milwaukee Metropolitan Sewerage District, Dec. No. 24813-A (5/88)

County's argument. The cases that support reliance on a tentative agreement do so based on unchanged tentative agreements. When modifications occur, the party making the changes risks losing the benefit a tentative agreement argument may have provided. The County asserts that because some issues were contained in the tentative agreement they should now continue to be considered reasonable. During negotiations parties make various decisions based upon packages of proposals. What is viewed as reasonable in one package may be viewed as unreasonable in another package. As such, each of the issues submitted as part of a final offer must be assessed independent of the tentative agreement argument.

Wages Discussion

As has been pointed out previously, the parties are very close regarding wages. The parties are in agreement regarding wage adjustments for 2008, the first year of the contract. This involves a \$.10 wage rate increase plus a 3% across-the-board increase. In 2009 the Association proposed a \$.10 wage rate increase for Patrol Officer, Police School Liaison Officer and Patrol Corporal positions and a \$.15 wage rate increase for Investigator and Special Investigator positions prior to a 3% across-the-board increase. The County proposed a 3% across-the-board increase with out any prior wage rate adjustments.

The Association's wage proposal is the same as the wage proposal in the earlier mentioned tentative agreement. The tentative agreement contained a compensatory time modification which was identified as part of a quid pro quo.

Data provided by the County shows that the difference between the two offers for the eighteen Deputies is slightly over \$2,000. When analyzing the minimum and maximum wage rates along with annual hours worked, the historical middle ranking remains the same under either offer. Based upon data supplied by the parties regarding the seven settled external comparables, the Arbitrator calculates the average percentage

settlement for 2009 to be 2.97%.⁵ The County's proposal is closer to this settlement pattern.

The County argues that its wage offer is supported by the internal comparable settlement pattern. The County points to a 3% across-the-board increase provided to non-union County employees. The County also points to a 3% across-the-board increase negotiated with the Human Services Professionals bargaining unit. Further, the County identifies that they have a certified final offer of 3% with the Highway unit. The County also has 3% offers on the table with Courthouse and CCCEU units.

It is important to note that non-union County employees do not have the leverage possessed by represented employees. As such the Arbitrator will note this adjustment but assign lesser weight. It is also important to note that the negotiated agreement with the Human Services Professionals unit occurred in 2006 and was for a period of three years. Recently negotiated internal comparables would carry more weight as circumstances change over time. The Arbitrator will take note of the certified final offer with the Highway unit and the current offers with the other two bargaining units. While they show consistency of position, they do not carry the same weight as a voluntary agreement. Although the County makes a case to support consistency in internal wage settlements, it is important to note that the County's 2008 wage proposal to the Deputies exceeds the internal pattern by applying a \$.10 wage adjustment prior to applying the 3% increase.

Both wage offers need to be assessed in light of current economic conditions. Clearly we are in troubled economic times. Unemployment rates have risen dramatically, local and state governments are experiencing significant economic hardships and revenue shortfalls. Taxpayers have obviously been negatively impacted in many areas. Many residents of Calumet County would be pleased to receive a 3% salary

⁵ Sheboygan County is unsettled and in Interest Arbitration.

adjustment and continued employment. While the difference between these two wage offers will have minimal impact on the citizens of Calumet County, it is important to recognize and appreciate the economic challenges we face.

For the reasons identified above, the wage offer of the County is slightly preferred.

Health Insurance Discussion

The County's final offer on health insurance has several different components. For 2008 the Health Savings Account contribution by the County remains the same (single -- \$1,125, family \$2,250). In 2009, employees who do not participate in the Wellness Program receive an increase of \$25 for single plan participants and \$50 for family plan participants. In 2009, employees who participate in the Wellness Program receive an HSA increase of \$125 (single) and \$250 (family). These increases are part of the quid pro quo being offered for other insurance changes.

Regarding the Wellness Program, there were no substantial changes in the Health Risk Assessment program. Employee spouses were added to the Tobacco Free/Cessation provisions. A spouse does not need to certify that he/she has not used tobacco. Employees and spouses now must submit to an annual physical conducted by their primary care doctors. The specifics and extent of the physical would be determined by the primary care physician. The employee would be required to share the results of the wellness questionnaire and blood draw with the primary care physician. The objectives of this approach are positive. Early identification of health-related problems through periodic physicals can help improve employee health while decreasing costs. Proactive wellness initiatives have been beneficial for employees and organizations. According to the County, the Union asked to receive a list of employees who were not in compliance with the Wellness Program requirements. Active support from employee leaders can also be helpful.

The County has established different levels of employee contributions to the health insurance premium based upon Wellness Program participation. For 2007 and 2008, employees participating in Wellness contribute 7.5% of the premium while those who do not participate in Wellness contribute 10% of the premium. At the beginning of 2009, Wellness participants would contribute 8.5% of the premium while those who do not participate in Wellness would contribute 13.5% of the premium. Effective December 2009, Wellness participants would contribute 10% of the premium and those who do not participate in Wellness would contribute 15% of the premium. Fond du Lac County is the only comparable that offers a Health Risk Assessment program. Employees who participate in the program pay 12% of the health insurance premium while those who do not participate pay 14% of the premium.

The County argues that its Health Insurance proposal is strongly supported by external comparables. The County submitted evidence that identifies that all external comparables rely on employee premium contributions. The contributions range from 8% to 15%. Three of the counties have dollar caps associated with the percentage contribution to afford some degree of protection. The evidence submitted supports that Calumet County is at the low end of the range regarding employee premium contributions towards health insurance. The employee premium sharing portion of the County's proposal is supported by the external comparables. The Wellness Program is also a significant aspect of the proposal and makes good sense on several levels. Based upon the record, it is evident that only one of the external comparables has a Health Risk Assessment program (County Brief pg. 48). The record does not identify wellness initiatives in comparable counties. The record does not provide external comparable support for the wellness proposals sought by the County. This mixed external comparable support does not favor one party over the other.

The County points out that there is no discernable trend among internal bargaining units regarding the Health Insurance proposal. The County emphasizes that it has been consistent in advancing the proposed changes. The County also identifies that the health insurance changes proposed to the Deputies have been implemented with the non-represented employees. The County has included these changes in the final offer to

the Highway Department Union. The County intends to propose the same final offer to the other three bargaining units – CCCEU, Courthouse and Human Services Professionals.⁶ With respect to unsettled internal comparables, patterns and non-represented employees, the undersigned agrees with Arbitrator Shaw’s following analysis:⁷

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. 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.

In this situation all of the units currently in negotiations have rejected the County’s health insurance proposals. This consistent pattern of rejection does not support the County’s position. The implementation of the proposal with non-represented employees can not be given the weight of a negotiated agreement. Clearly the internal comparables do not support the County’s health insurance proposals.

The County has offered several items as part of a quid pro quo. This includes increases in the HSA accounts and a one-half day holiday. According to County calculations (Exhibit Tab 8, page 1), this quid pro quo represents a value of approximately \$120 per employee. If the four individuals who do not participate in the Wellness Program were excluded from the calculation, that gain would be \$205 per employee. Further, the County has offered increases in the clothing allowance and the

⁶ The Arbitrator notes that the Human Services Professionals unit is in the final year of a three-year agreement.

⁷ Crawford County (Sheriffs; Highway; Courthouse) Dec. Nos. 32361-A, 32362- A, 32363-A (Shaw, 10/08).

Field Training Officer pay rate to the Association. The Association and the other bargaining units have not found the quid pro quo components offered by the County sufficient to accept the proposal.

As with most employers, health care costs have continued to rise. The County argues in its brief (page 45) that the health insurance premium has increased 32% from 2007 to 2009. While this may be true, it does not provide a complete picture regarding premium rate changes. It appears that the County realized a 14.94% reduction in the health insurance premium for 2007 (County Exhibit Tab 8 page 3 entitled "Health Insurance: Annual Premium % Increase"). This was likely due to a change to a high deductible health plan with a Health Savings Account. In 2008 it appears that the County experienced a 20.65% premium increase. In 2009 it appears that the County has experienced a 9.2% premium increase. While it is clear that the County has experienced health premium increases, it is important to acknowledge the nearly 15% reduction in premiums in 2007. This reduction served to lower the base thereby reducing the actual dollars needed to fund future percentage increases. It is also important to note that after the 2008 20.65% increase, the 2009 premium increase dropped to 9.2%. While a reduction from a prior year's rate of increase is positive, it is an increase nonetheless which involves substantial amounts of money. To put the premium increases in dollar terms since 2006 (County Exhibit Tab 8, page 3 entitled "Health Insurance: Total Premium"), the 2006 premiums were \$368.13 (single) and \$1,014.50 (family). In 2009, the premiums were \$412.62 (single) and \$1,137.09 (family). These premium increases since 2006 of \$44.49 (single) and \$122.59 (family) represent a 12% increase over this extended period of time. While the Arbitrator recognizes that plan redesign is not without some cost for the County, the changes have had some positive impact on premiums.

The County cites several arbitrators who have reinforced the need to have employees share the burden of increased health care costs. This Arbitrator also believes that employees need to be active participants in healthcare cost containment initiatives. As costs increase, effective utilization, program design, education and economic participation become even more important. While the County's bargaining units have

adjusted premium contributions previously and supported health care plan redesign previously, they will need to work actively with the County to address rising costs in the future.

Based upon the foregoing, the status quo position of the Association is slightly preferred at this time.

Residency/Response Time Discussion

The County's proposal requires all employees to live within forty-five minutes of the Sheriff's Office located in Chilton, Wisconsin. Currently only two employees live outside of the forty-five minute area. The County's proposal "grandfathers" the two employees with the restriction that should they move, it could not be further away than their current locations. Sheriff Pagel testified that he hoped that he would never need to exercise the right to call in all Deputy Sheriffs but in the event of a major disaster he would want that ability. Sheriff Pagel also testified that he had not encountered a problem but believed the County needed to be prepared to respond appropriately. Sheriff Pagel also testified that Deputies were not required to carry pagers, there was no "on-call" procedure and squad cars were not available to take home. It should be noted that the current contract contains language addressing call-in situations.

The Union argues that this change greatly impacts the status quo. The Union points out that Arbitrator Petrie articulated a test used to determine whether a proposal from a party to change the status quo should be accepted. In Village of Fox Point (Public Works Department), Dec. No. 30337-A (11/02), he stated: "The proponent of change must establish a very persuasive basis for such change, typically by showing that (1) a legitimate problem exists which requires attention, (2) a disputed proposal reasonably addresses the problem and (3) that the proposed change is accompanied by an appropriate quid pro quo."

This is a very sensitive issue. It is difficult to argue against the concept of being prepared in the event of a disaster. To insist that one or two calamities occur in order to

justify the need to be prepared would be irresponsible. The current contract clearly establishes the Sheriff's right to call in staff. It strikes this Arbitrator that residency/response time is but one part of an effective emergency response process. Even though a Deputy resides within the response time area, there is no guarantee that he or she will be able to be contacted. Also, if contacted, there is no guarantee that the Deputy will be in the response area at the time of contact. It does not appear that creating a residency/response time requirement alone will enhance preparedness in the event of an emergency. It should also be noted that only two of the eighteen employees live outside of the proposed response area. These two employees are slightly less than fifteen minutes outside of the proposed response area.

A review of comparables shows mixed results. The CCCEC non-sworn unit has agreed to the forty-five minute residency requirement. Based upon the record, it does not appear that other County employees are covered by residency requirements. A review of external comparables shows the following:

Fond du Lac	No requirement
Green Lake	No requirement
Outagamie	Ordinance that requires residency within a twenty-seven mile radius of the Courthouse
Manitowoc	Contractual requirement to reside in the County
Sheboygan	No requirement in the contract
Waupaca	Sheriff's Department employees who have a County vehicle must reside within the County.
Waushara	No requirement in the contract. Employer Exhibit 8 indicates that a residency requirement is conveyed in an offer of employment.
Winnebago	No requirement

While the Calumet County non-sworn unit internal comparable supports the Employer's proposal, the external sworn comparables are not supportive. Only one of the external comparables has a residency requirement in the contract. Another comparable has a residency requirement created by ordinance. Four of the eight comparables have no residency requirement. Waupaca only requires residency for employees who have County issued vehicles. There is no evidence on the record identifying the number of unit

members who have County issued vehicles. Waushara conveys a residency requirement during the employment offer but does not have a residency requirement in the contract. The external comparables do not support the County's Residency/Response Time proposal.

While this is not an unreasonable proposal and the Sheriff has valid concerns, the County has not met its burden to change the status quo regarding this issue. It is not clear that this proposal alone would help the County respond to crisis situations more effectively. Further, the external comparables do not provide sufficient support for the County's proposal.

Based on the foregoing, the Association's position to maintain the status quo is preferred.

Housekeeping/Clarification Issues Discussion

The County advances several proposals that it characterizes as housekeeping or clarification in nature. These changes include revisions to the seniority language, layoff language including the trial period, grievance procedure including the group grievance process, military leave, holiday administration, arbitrator panel membership and wage schedule retroactivity. In addition, the County proposes moving Memos of Understanding into the body of the contract. The County asserts that many of these changes were based on discussions between the parties and included in the tentative agreement. The County suggests that the Association's arguments opposing the inclusion of these items are because their advocate was not at the table and not a part of the discussions.

The Association recognizes that, while a few of these proposals are editorial, others have substantive impact. The Union points out that changes such as these will impact prior understandings and practices. The Association questions the need to make changes such as these or place side letters in the contract through the arbitration process rather than through mutual agreement.

It is this Arbitrator's opinion that the Interest Arbitration process is not primarily intended to be used to make editorial changes. Most often if parties reach agreement about editorial/clarification language, these changes are represented as stipulations between the parties. If a party chooses to include these types of proposals in a final offer, that party runs the risk of having them be construed as substantive. In the current situation the changes proposed to the grievance process would seem to eliminate the opportunity to file group grievances unless all members are impacted. While the County contends that this change was brought forward by the Union, the Union challenges that contention. Also, changes in the military leave language would eliminate the reemployment guarantee currently provided by the County. The County's modification indicates that the military leave will be administered as set forth in Federal and State Statutes. While the County needs to follow State and Federal law, there is no way to predict how the laws may change particularly regarding reemployment obligations. The current language is an important reemployment guarantee. Also, changes proposed by the County regarding the twelve-month trial period would seem to limit an employee's ability to return to the former position after sixty calendar days. Currently the employee may return to the position formerly held any time during the twelve month trial period. The County proposal states in part "After said sixty (60) day period and for the balance of the trial period, said employees may voluntarily return to their former positions, or similar positions in the same job classification, only if there is a vacancy in such positions." This part of the proposed change impacts the ability of employees to voluntarily return to the position previously held.

The Arbitrator concludes that some of the proposed changes have substantive impacts and cannot be considered housekeeping or clarifying in nature. The record does not provide sufficient support to justify changes in the status quo. As suggested by the Association, these areas are better resolved at the table rather than through arbitration.

Based upon the foregoing, the Arbitrator concludes that the Association's status quo position is preferable.

Summary and Conclusion

The Arbitrator is limited to the statutory criteria when evaluating the reasonableness of each final offer. The Arbitrator has considered all of the criteria and referred to those that are most relevant during the discussion portion of this decision. There is no question regarding the lawful authority of the County to address the Association's proposal. Since there are no stipulations between the parties that criterion is not relevant. The total cost of each party's package is very similar with the Association's being somewhat less. Therefore the financial ability of the County is not in dispute. The cost-of-living and total compensation criteria do not favor one party over the other.

The parties dispute the impact of the offers on the interests and welfare of the public. The County points to the challenging economic environment and the impacts on taxpayers as well as local and state government. The County suggests that its final offer helps address longer-term economic pressures. As noted before, the cost of the Association's final offer is slightly less than the County's final offer. This suggests a lesser economic impact for the taxpayers and the County. While the Association's final offer maintains the status quo for health insurance, the record shows employee willingness to modify premium sharing and plan design which appear to have had positive impacts. The County suggests that instituting a Residency/Response Time requirement will positively impact the interests and welfare of the public. The Association suggests that prevailing in this proceeding will contribute to increased staff morale which will promote the interests and welfare of the public. This criterion does not significantly favor one party or the other.

The implications of internal and external comparables have been discussed previously based upon specific issues. As noted earlier, the wage offers of both parties are very close. The County's wage offer is slightly preferable based upon an analysis of the internal and external comparables. Regarding the County's Health Insurance proposal, the comparables are mixed. While external comparables support the County's proposal

regarding employee premium sharing percentages, the County identified that only one external comparable (Fond du Lac) has a Health Risk Assessment program. The record does not demonstrate support among the external comparables for wellness programming which is a significant aspect of the County's proposal. None of the internal bargaining units have agreed with the County's Health Insurance proposal. While these provisions have been implemented with non-represented staff, this does not carry nearly as much weight as a negotiated agreement with a bargaining unit. Based upon an analysis of the comparables, the Association's status quo position is preferable. Regarding the Residency/Response Time proposal, the external comparables support the Association's status quo position. The County has not demonstrated that implementing this proposal will significantly improve the ability for the Sheriff's Department to respond to emergencies. As noted above, one County bargaining unit has agreed with the County's proposal. Based upon a review of the comparables, the Association's status quo position is slightly preferred.

Under the "such other factors" criterion, the Arbitrator takes note that the parties reached a prior tentative agreement. The Arbitrator also recognizes that the current final offer of the County differs from the tentative agreement. As mentioned earlier, while a tentative agreement can be a sign of reasonableness, tentative agreements are not viewed as determinative because of the potential chilling effect this conclusion could have on future bargains between the parties. This tentative agreement does not favor either of the parties. The Arbitrator also takes note of the County's "housekeeping/clarifying" proposals. Some of these proposals were discussed during negotiations and were part of the tentative agreement. Several of these proposals are editorial or clarifying in nature and would be helpful additions to the contract. Other proposals would have significant impacts on employees and the need to change the status quo related to these areas has not been substantiated. The Association's status quo position is preferred.

Based upon the foregoing, the application of the statutory criteria and the record as a whole, the Arbitrator finds the Association's final offer to be the more reasonable of the two final offers.

AWARD

The Association's final offer is to be incorporated in the 2008-2009 collective bargaining agreement between the parties.

Dated at Waunakee, Wisconsin, this 25th day of September, 2009.

William K. Strycker, Arbitrator

ATTACHMENT A

**STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

In the Matter of a Negotiation Dispute

between

CALUMET COUNTY DEPUTY SHERIFF'S ASSOCIATION, WPPA/LEER

and the

County of Calumet

Case 141 No. 67717 MIA-2820

FINAL OFFER OF THE ASSOCIATION

The Association hereby presents its' Initial Preliminary Final Offer on all issues in dispute for a successor Agreement to the 2007 Agreement between the parties, to commence on January 1, 2008 and remain in full force and effect through December 31, 2009.

1. All provisions of and attachments to the 2007 Agreement between the parties not modified by way of any stipulation(s) between the parties, and/or by this final offer shall be included in the successor Agreement between the parties for the term of said Agreement.
2. The term of the Agreement shall be for the period of January 1, 2008 through December 31, 2009. All dates relating to term shall be modified to reflect said term.

3. ARTICLE XXV – DURATION

The Association proposes striking the last sentence in this article, to wit:

~~This Agreement made and entered into this 20th day of December, 2006.~~

4. WAGE SCHEDULES

- a. The Association proposes that the January 21, 2007 rates of pay set forth in the 2007 WAGE SCHEDULE of the 2007 Agreement be increased by the following amounts/rates in the order set forth herein for 2008:
 - i. Effective January 20, 2008, add ten cent (10¢) market adjustment to all classifications and steps;
 - ii. Effective January 20, 2008, after calculating the market adjustment in (i) above, add three percent (3.0%) ATB wage increase.

- b. The Association proposes that the final January 20, 2008 rates of pay as determined in (a.)(ii) above be increased by the following amounts/rates in the order set forth herein for 2009:
 - i. Effective February 1, 2009, add ten cent (10¢) market adjustment to all steps for classification grades E20 and E25 (Patrol Officer, Police School Liaison Officer, and Patrol Corporal), and add fifteen cent (15¢) market

adjustment to all steps for classification grade E10 (Investigator and Special Investigator);

- ii. Effective February 1, 2009, after calculating the market adjustments in (i) above, add three percent (3.0%) ATB wage increase.

For the Association

Edward Vander Bloomen
2211 Dewey Street
Manitowoc, WI 54220-6340
(920) 686-0995

Date

ATTACHMENT B

FINAL OFFER

OF

CALUMET COUNTY



"EMPLOYER"

TO

CALUMET COUNTY DEPUTY SHERIFF'S ASSOCIATION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION / LEER DIVISION



"ASSOCIATION"

March 20, 2009

JANUARY 1, 2007 2008 - DECEMBER 31, 2007 2009

AGREEMENT

This Agreement is entered into to be effective the 1st day of January, 2007
2008, by and between Calumet County, hereinafter referred to as the
"Employer", and the Calumet County Deputy Sheriff's Association, represented
by LEER Division of the Wisconsin Professional Police Association,
hereinafter the "Association".

* * *

ARTICLE V - SENIORITY

5.01 Definitions.

a) Bargaining Unit Seniority. The continuous length of service
within the law enforcement employees bargaining unit. Bargaining -
unit seniority shall prevail in filling vacancies, new positions,
layoffs, and recall as provided below. Bargaining unit seniority
shall include the time served in the "Calumet County Law
Enforcement Employees Unit" (see Appendix B).

b) Classification Seniority. The continuous length of service in
a
used for shift selection. Employees promoted to the
classifications of Patrol Corporal, Special Investigator,
Investigator, and PSLO shall continue to accrue classification
seniority in their former classification should they return to
said former classification.

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classification. Classification seniority shall be

5.03 Layoff

- a) When the County decides to lay off employees, it shall be in
inverse order to their length of service bargaining unit
seniority provided the remaining employees are qualified to
perform the Employer's work. Whenever so laid off, employees
shall possess re-employment rights as hereinafter defined.
- b) In the event of a layoff, employees to be laid off may bump
laterally within a classification, or to a lower classification,
for which they are qualified.

* * *

5.04 **Rehire**. Whenever it becomes necessary to employ additional workers
either in vacancies or in new positions subject to the provisions of
this Agreement, former employees who were laid off within two (2) years
prior thereto, shall be entitled to be re-employed in such vacancies or
new positions in preference to all other persons, provided, however,
that the employee(s) to be returned to work is qualified to perform the
available work. Employees who voluntarily lay off shall be deemed to
have lost all seniority rights. On rehire, laid-off employees will be
recalled by bargaining unit seniority provided they can perform the
available work.

* * *

5.06 **Trial Period**. An Employee receiving a promotion (that is, movement to a
higher paying position), lateral transfer within a pay range, or
voluntary demotion (that is, movement to a lower paying position) shall
serve a twelve (12) month trial period. During this trial period, if
either the employee or the Department Head believes the status change
is not suitable, the employee may return or will be returned to the
position formerly held. Said employees may voluntarily return to their

former positions within the first sixty (60) calendar days in the new

Blue/Underline = Proposed Addition * Red/Strikethrough = Proposed Deletion * {} or Highlight = Change from Original T.A.

position. After said sixty (60) day period and for the balance of the trial period, said employees may voluntarily return to their former positions, or similar positions in the same job classification, only if there is a vacancy in such positions. In the event an employee's performance at any time during the trial period does not meet the required work standards, the County may return such employee to their former position. If the employee cannot return or be returned to their former position, because it has been abolished, such employee will, if they have more classification seniority, displace the employee in a similar position in their former classification that has the least amount of classification seniority; otherwise they will proceed under the layoff provisions. Employees displaced because an employee returns or is returned to their former position will be put back in the position they held prior to the promotion at the pay step in effect at the time of promotion.

* * *

ARTICLE VII - GRIEVANCE PROCEDURE

* * *

7.02 Definitions.

- a) Individual grievances shall be defined as those grievances that affect a specific employee(s), and shall be signed by the aggrieved member(s) of the Association.
- b) Association grievances are those grievances that ~~affect one or more classifications of employees,~~ involve the general interpretation of this Agreement and affect all members of the Association and shall be signed by the Association Business Agent. Association grievances may be submitted in person or may be initiated via a telephone call provided appropriate written documentation is also submitted in a timely manner.

7.03 **Step 1 - Immediate Supervisor.** If an Employee wishes to submit a grievance, it must be presented in person and in writing to a Lieutenant, ~~or Jail Administrator if applicable,~~ within thirty (30) calendar days of the occurrence. Any grievance not submitted within thirty (30) calendar days of occurrence will be ineligible for submission through this grievance procedure. The Lieutenant/~~Jail Administrator~~ shall respond in writing within seven (7) calendar days after the grievance has been submitted.

* * *

7.08 **Time Limits.** The failure of the party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a settlement of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. Any time limit in the procedure may be extended by the mutual written consent of the parties.

ARTICLE IX - HOURS OF WORK

* * *

9.05 **Work Breaks.** ~~Investigators, Special Investigator, Patrol Officers, Patrol Corporals, Police School Liaison Officer,~~ Notwithstanding provisions pertaining to the PSLO, employees shall be entitled to one 35-minute break per shift.

- a) Prior to the utilization of a work break/lunch break, ~~Investigators, Patrol Officers, or Patrol Corporals,~~ employees shall notify the Radio Operator of the time and location of the requested break and shall carry a portable radio at all times during the break and be subject to call without notice.

* * *

ARTICLE X - PREMIUM PAY

10.01 Overtime. Regular full-time employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked outside of their normally scheduled hours of work. Said overtime may be accumulated in accordance with Section 10.0605, or paid to the employee within the pay period it was earned.

- a) Scheduled Overtime. The County shall post scheduled overtime opportunities and will assign scheduled overtime using the same procedures as for unscheduled overtime if there are insufficient volunteers. Scheduled overtime is that which the County is aware of at least twenty-four (24) hours in advance.

- i) Scheduled patrol overtime shall be offered to those ~~employees~~ Patrol Officers and Patrol Corporals by order of descending bargaining unit seniority.

- b) Unscheduled Overtime. In calling Patrol Officers and Patrol Corporals for unscheduled overtime, Patrol Officers and Patrol Corporals on regular days off will be called first by bargaining unit seniority. Only one call shall be made to each employee.

- i) If none of the employees on days off is interested, the most senior employee scheduled to work on either side of the shift will be offered the overtime; if it is declined, then the ~~least senior~~ employee with the least bargaining unit seniority working a shift before or after the available overtime will be scheduled to work.

* * *

10.05 Compensatory Time

- a) In lieu of cash payment for overtime, employees may elect to accumulate a compensatory time bank of up to forty-one point five (41.5) hours. Employees may replenish their compensatory time bank, and use said compensatory time according to the workload of the Department.
- b) Requests for compensatory time off shall be made at least seven (7) days in advance of the day(s) desired. The seven (7) day minimum notice requirement may be waived by the County. The use of compensatory time will not be allowed where it causes inadequate law enforcement coverage, or requires additional overtime, in the opinion of the Sheriff, or his designee.
- c) An employee's compensatory time bank shall carry over from year - to-year.

10.06 FTO Pay. Employees designated as Field Training Officers (FTO), or employees specifically designated by management to serve in the absence of a FTO, shall receive an additional ~~\$.35~~ \$.75 /hr when assigned to those duties.

* * *

ARTICLE XI - HOLIDAYS

Blue/Underline = Proposed Addition * Red/Strikethrough = Proposed Deletion * {} or Highlight = Change from Original T.A.

11.01 **Observed Holidays**. All employees shall be entitled to eight (8) specific holidays with full pay. The specific holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before Christmas, Christmas Day, and day before New Year's Day. Effective with the 2009 holiday, Easter Sunday shall be added as a half-day holiday.

a) Holidays Allowance. On the paycheck following each of the above-mentioned holidays, employees shall have a full-day's pay added to their paycheck at the straight-time rate of pay. Said amount shall be pro-rated for part-time employees. If the holiday falls during an employee's vacation, the employee shall have one of the following options:

1) Holiday Pay in Addition to Vacation Pay. The employee may elect to receive vacation pay (at straight time) in addition to the holiday pay (at straight time); or

2) Holiday Comp Time. The employee may elect to accrue time into a holiday compensatory time ("holiday comp") bank.

i) Utilization. Holiday comp will be utilized subject to the scheduling needs of the Department, and shall be taken upon mutual agreement of the employee and management.

ii) Annual Payout. The balance of said bank on November 1st of each year shall be paid out annually on the first paycheck following November 1st at the straight time rate of pay.

iii) Termination of Employment. Employees terminating County employment shall have their holiday comp balances paid out on their final paycheck.

* * *

11.03 If the holiday falls during an employee's vacation, the employee shall receive an additional day of vacation.

ARTICLE XII - VACATIONS

* * *

12.02 **Vacation Accrual**. The following shall be the vacation rights granted employees, based upon continuous length of service with the County:

* * *

ARTICLE XIII - LEAVES

13.01 **Sick Leave**

* * *

e) Sick Leave Conversion at Retirement. Upon retirement an employee shall receive one month's paid insurance for every six (6) days of unused accumulated sick leave.

* * *

13.03 **Leave Requests**. All leave requests (vacations, sick, funeral, personal, etc.) shall be submitted to the Jail Administrator/Lieutenant on duty. If a Jail Administrator/Lieutenant is not on duty, then the request shall be submitted to the next available command officer.

* * *

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13.06 **Military Leave**. In the event an employee is drafted or volunteers for the Armed Services, he shall be granted full leave without pay provided he returns to work within ninety (90) days of date of separation from active duty. Benefits shall accrue in accordance with Federal Statute. Military leave shall be provided in the manner set forth in the Federal and State Statutes.

* * *

ARTICLE XIV - CLOTHING AND CLEANING ALLOWANCE

14.01 **Clothing Allowance**. The Employer agrees to pay each ~~regular Patrol Officer, Patrol Corporal, and Investigator~~ bargaining unit employee the sum of four hundred ~~fifty~~ seventy-five dollars (~~\$450.⁰⁰~~) (\$475.⁰⁰) as allowance for uniforms, laundry and clothing. Such uniforms shall be as prescribed by the Sheriff as approved by the Protection of Persons and Property Committee of Calumet County.

14.02 **Payment**. Payment shall be made as a lump-sum on a separate check to coincide with the second payroll in January of each year.

* * *

14.03 **Damage to Clothing/Equipment**. Articles of clothing or required equipment damaged beyond repair in the line of duty will be replaced by the County.

14.04 **Badges**. The County shall provide all initially needed badges.

* * *

ARTICLE XVI - INSURANCE

16.01 **Health Insurance**.

a) Health Plan. ~~Effective January 1, 2007~~, the County shall offer to its eligible employees plans that meet the IRS guidelines for "High-Deductible Health Plans" (HDHP), and shall include a choice between a Point-of-Service (POS) Plan or a Health Maintenance Organization (HMO) Plan.

1) Point of Service (POS) Plan. Only those individuals whose employment began prior to December 1, 2005, are eligible to participate in the Point of Service (POS) Plan.

b) Health Savings Account (HSA). ~~Effective January 1, 2007~~, the County shall contribute to an employee's HSA in the amount of one-thousand one-hundred and twenty-five dollars (\$1,125) for health coverage. Said contribution shall be made on the first payroll in January. Effective January 1, 2009, the contribution for the HSA shall be increased to one-thousand one-hundred and fifty dollars (\$1,150) for employees with single health coverage, and two-thousand three-hundred dollars (\$2,300) for employees with family health coverage.

1) Effective January 1, 2009, if the requirements for c) below are satisfied, the County shall contribute to an employee's HSA in the amount of one-thousand two-hundred and fifty dollars (\$1,250) for employees with single health coverage, and two-thousand five-hundred dollars (\$2,500) for employees with family health coverage. Said contribution shall be made on the first payroll in January.

single health coverage, and two-thousand two-hundred and fifty dollars (\$2,250) for employees with family

c) Health Risk Assessment. ~~The Employer will offer an annual Health~~

Blue/Underline = Proposed Addition * ~~Red/Strikethrough~~ = Proposed Deletion * { } or Highlight = Change from Original T.A.
 ~~Risk Assessment to all bargaining unit employees and their~~

Blue/Underline = Proposed Addition * Red/Strikethrough = Proposed Deletion * { } or Highlight = Change from Original T.A.

spouses. ~~___ Eligible employees shall receive a reduction in the
_ required employee contribution, as identified in e) below, by~~

~~doing the following:~~

- 1) ~~The covered employee, and eligible spouse, completes _ an
annual Health Risk Assessment (HRA) by the date established
by ___ the Personnel Department of the preceding year. It is
understood that the requirement for the eligible spouse ___ is
met by the non-employee spouse completing the questionnaire~~

~~portion of the HRA.~~

- ~~i) ___ Newly hired employees, and eligible spouses, shall
complete ___ the HRA prior to their eligibility date in
order to receive said discount.~~

- 2) ~~The covered employee, and eligible spouse, agrees to have _
their HRA results shared with their primary care physician
___ by signing the appropriate release with the party
administering ___ the HRA.~~

d) Tobacco-Free/Tobacco Cessation. ¹ The Employer agrees to provide, at no cost to the employee, the educational component (e.g. classroom sessions) of at least one tobacco cessation program as determined by the Employer. Eligible employees shall receive a reduction in the required employee contribution, as identified in e) below, by doing the following:

- 1) All covered employees who certify, in writing, that they
_ have not used tobacco products in the past twelve (12)
months shall receive the reduction in the required employee ___
contribution.

- 2) Covered employees can also receive the reduction in the
required employee contribution if they participate in, and
_ complete, a County-approved tobacco cessation program
_ between January 1st and November 30th in the calendar year ___
preceding ___ the health insurance renewal.

- 3) Tobacco users who fail to quit, but who annually
participate in, and complete, a tobacco cessation program
remain eligible for the reduction in the required employee
contribution.

c) Employee Wellness Program. The Calumet County Employee Wellness Program's primary purpose is to promote healthy lifestyles, and is not concerned with ascertaining health risk factors of individual members and spouses. The following are the criteria for the Employee Wellness Program which allows employees to receive a reduced premium contribution and increased HSA contribution:

- 1) Health Risk Assessment. The Employer will offer an annual Health Risk Assessment to all bargaining unit employees and their spouses.

- i) HRA Requirements. The covered employee, and eligible spouse, completes an annual Health Risk Assessment (HRA) by the date established by the Personnel Department of the preceding year. It is understood that the requirement for the eligible spouse is met

¹ For purposes of implementation, affected employees will have until April 1, 2 007, to begin an approved smoking cessation program and will be eligible for the discount for that time period and for 2008 as well. Continued eligibility will then be dependent upon their participation in the program in accordance with the contract language.

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by the non-employee spouse completing the questionnaire portion of the HRA.

ii) Newly Hired Employees. Newly hired employees, and eligible spouses, shall complete the HRA questionnaire prior to their eligibility date in order to receive said discount.

iii) Primary Care Physician. The covered employee, and eligible spouse, agrees to have their HRA results shared with their primary care physician by signing the appropriate release with the party administering the HRA.

2) Tobacco-Free/Tobacco Cessation. The Employer agrees to provide, at no cost to the employee and their spouse, the educational component (e.g. classroom sessions) of at least one tobacco cessation program as determined by the Employer.

i) Affidavit. Covered employees shall certify, in writing, that they have not used tobacco products in the past twelve (12) months.

ii) Tobacco Cessation Program. Covered employees can also meet this requirement if they participate in, and complete, a County-approved tobacco cessation program between January 1st and November 30th in the calendar year preceding the health insurance renewal.

iii) Tobacco users who fail to quit, but who annually participate in, and complete, a tobacco cessation program remain eligible for the reduction in the required employee contribution.

3) Annual Physical. Employees shall once annually certify in writing that the employee and covered spouse have undergone an annual physical examination by the primary care physician. The extent of said physical shall be determined Said certification shall be submitted by the primary care physician. to the Personnel Department prior to November 1st of each year.²

4) The County shall provide to the Association a listing of those employees it believes to be non-compliant on or before November 1st of each year.

ef) Reduction in the Required Employee Contribution.

1) 2008 Reduction. If an employee has met the requirements of 16.01 c) and 16.01 d) of the 2007 collective bargaining agreement, they shall receive a two-and-a-half percent (2.5%) reduction in the required employee contribution.

2) 2009 Reduction. If an employee meets the requirements for c) and d) above are satisfied, they the employee shall receive a two and a half percent (2.5%) five percent (5.0%) reduction in the required employee contribution.

fg) Employer/Employee Contributions.

1) 2008 Contribution. Unless an employee qualifies for the

² For purposes of implementation, affected employees will be required to certify that they will have an Annual Physical completed prior to November 1, 2009. Continued eligibility will then be dependent upon participation in accordance with the contract language.

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reduction in premium as described in 16.01 f) 1) above, the Employer shall pay ninety percent (90.0%) of the monthly premium for either family or single coverage, and the Employee shall pay the difference. However, the Employer's financial responsibility shall be limited to ninety percent (90.0%), plus any applicable reduction in premium, of the HDHP HMO plans offered to employees. The table below illustrates how this would be applied to the 2007 2008 rates:

2007 <u>2008</u> Health Insurance Rates	HDHP HMO - Family	HDHP HMO - Single	HDHP POS - Family	HDHP POS - Single
Base Premium	\$862.95 <u>\$1,041.11</u>	\$313.14 <u>\$377.79</u>	\$910.74 <u>\$1,106.10</u>	\$330.48 <u>\$401.37</u>
90.0% Base County Contribution	\$776.66 <u>\$937.00</u>	\$281.83 <u>\$340.01</u>	\$776.66 <u>\$937.00</u>	\$281.83 <u>\$340.01</u>
	\$86.29 <u>\$104.11</u>	\$31.31 <u>\$37.78</u>	\$134.08 <u>\$169.10</u>	\$48.65 <u>\$61.36</u>
92.5% County Contribution w/ <u>HRA Wellness</u> Discount	\$798.23 <u>\$963.03</u>	\$289.65 <u>\$349.46</u>	\$798.23 <u>\$963.03</u>	\$289.65 <u>\$349.46</u>
	\$64.72 <u>\$78.08</u>	\$23.49 <u>\$28.33</u>	\$112.51 <u>\$143.07</u>	\$40.83 <u>\$51.91</u>
	Employee Contribution w/ <u>HRA Wellness</u> Discount			

2) 2009 Contribution. Unless an employee qualifies for t reduction in premium as described in 16.01 f) 1) above, Employer shall pay eighty-six and one-half percent (86.5%) of the monthly premium for either family or single coverage, and the Employee shall pay the difference. However, the Employer's financial responsibility shall be limited to eighty-six and one-half percent (86.5%), plus any applicable reduction in premium, of the HDHP HMO plans offered to employees. Effective with the December 2009 deduction for the January 2010 premiums, the Employer contribution shall be decreased to eighty-five percent (85.0%).

* * *

ARTICLE XX - WAGE SCHEDULE

20.01 Employees shall be paid according to attached the wage schedule. All staff members who are members of this bargaining unit and who are on the payroll on the date the Agreement is ratified by the County Board shall be entitled to retroactive pay.

ARTICLE XXI - RESIDENCY

21.01 If an employee is required by the State to reside in Calumet County in order to perform his or her assigned duties, then the County shall require County residency as a condition of continued employment. All employees of the Calumet County Sheriff's Department shall reside within forty-five (45) minutes of the Sheriff's Department not later than six (6) months after the completion of their probationary period. It is understood that this requirement is a specific condition of employment, however, the Salary and Personnel Committee may approve exceptions to this policy upon written notice to the Committee which sufficiently justifies the request.

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a) Grandfathered Employees. Employees who currently reside outside "grandfathered" for purposes of interpreting this provision. Any change in residence, provided that the employee moves no further away than their residence as of December 2, 2008, shall subject the employee to the provisions contained herein.

of the forty-five (45) minute response area, shall be

ARTICLE XXII - POLICE SCHOOL LIAISON

* * *

22.03 Holidays. If the school is closed on a County holiday, the PSL will not work and will be paid 'Holiday Not Worked' pay for that day subject to the provisions pertaining to holidays. When school is not in session on days other than County holidays, the Sheriff may assign the PSL to work at the school, to work a patrol shift, or take a day of vacation.

* * *

ARTICLE XXV - DURATION

25.01 This Agreement shall be in full force and effect from January 1, ~~2007~~ 2008, until December 31, ~~2007~~ 2009, and shall continue in full force and effect, unless either party, in writing, on or before July 15, ~~2007~~ 2009, or any anniversary thereof, notifies the other party of its request to modify, alter, or otherwise amend the Agreement.

* * *

25.02 In the event of unforeseen circumstances that prevent the signing of a new Agreement by January 1st of any year, all provisions of said new Agreement shall be retroactive to January 1st; unless otherwise provided in the Agreement.

* * *

This Agreement made and entered into this ~~20th~~ 3rd day of ~~December~~ _____, ~~2006~~ 200.

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2008 WAGE SCHEDULE ³

	Classification	Step 1 <i>Start</i>	Step 2 <i>6 mo.</i>	Step 3 <i>12 mos.</i>	Step 4 <i>36 mos.</i>	Step 5 <i>60 mos.</i>	Step 6 <i>84 mos.</i>	Step 7 <i>240 mos.</i>
E10	Investigator	\$21.74	\$22.71	\$23.76	\$23.85	\$24.05	\$25.19	\$25.37
E10	Special Investigator	\$21.74	\$22.71	\$23.76	\$23.85	\$24.05	\$25.19	\$25.37
E20	Patrol Officer	\$20.69	\$21.67	\$22.62	\$22.71	\$22.98	\$24.14	\$24.31
E20	Police School Liaison Officer	\$20.69	\$21.67	\$22.62	\$22.71	\$22.98	\$24.14	\$24.31
E25	Patrol Corporal	\$21.23	\$22.19	\$23.19	\$23.29	\$23.51	\$24.67	\$24.85

2009 WAGE SCHEDULE ⁴

	Classification	Step 1 <i>Start</i>	Step 2 <i>6 mo.</i>	Step 3 <i>12 mos.</i>	Step 4 <i>36 mos.</i>	Step 5 <i>60 mos.</i>	Step 6 <i>84 mos.</i>	Step 7 <i>240 mos.</i>
E10	Investigator	\$22.39	\$23.39	\$24.47	\$24.57	\$24.77	\$25.95	\$26.13
E10	Special Investigator	\$22.39	\$23.39	\$24.47	\$24.57	\$24.77	\$25.95	\$26.13
E20	Patrol Officer	\$21.31	\$22.32	\$23.30	\$23.39	\$23.67	\$24.86	\$25.04
E20	Police School Liaison Officer	\$21.31	\$22.32	\$23.30	\$23.39	\$23.67	\$24.86	\$25.04
E25	Patrol Corporal	\$21.87	\$22.86	\$23.89	\$23.99	\$24.22	\$25.41	\$25.60

Effective January 20, 2008, the 2008 wage schedule reflects [1] a 10¢ market adjustment for all personnel and [2] a 3.0% ATB Increase.

Effective February 1, 2009, the 2009 wage schedule reflects a 3.0% ATB Increase.

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APPENDIX "A" - ARBITRATORS

Pursuant to Article 7.07, the following is the list of WERC arbitrators (in alphabetical order) for purposes of grievance arbitration:

- Marshall Gratz
- William Houlihan
- Karen Mawhinney John Emery (per earlier agreement)
- Richard McLaughlin

APPENDIX "B" - BARGAINING UNIT SENIORITY

<u>Dedering, John</u>	05/24/76
<u>Schultz, Gary</u>	02/01/89
<u>Riemer, Richard</u>	08/04/89
<u>Nicolais, Mary</u>	09/18/89
<u>Wiegert, Mark</u>	01/05/94
<u>Steier, Gary</u>	01/02/96
<u>Wendling, Craig</u>	07/15/97
<u>Baldwin, Wendy</u>	12/03/97
<u>Lemieux, Leslie</u>	03/03/00
<u>Wendorf, Christopher</u>	01/10/01
<u>Kucharski, Daniel</u>	01/21/03
<u>Hawkins, Jeremy</u>	02/23/03
<u>Tenor, Joseph</u>	03/14/03
<u>Richert, David</u>	05/03/03
<u>Sablich, Nicholas</u>	03/14/05
<u>Bass, Jennifer</u>	03/21/05
<u>Matuszak, Kenneth</u>	08/23/05
