

August 25, 1978

Mr. Kenneth E. Guthrie
Personnel Director, La Crosse County
La Crosse County Courthouse
La Crosse, WI 54601

and

Mr. Robert M. Chybowski, Representative
Wisconsin Council of County & Municipal Employees
Route 5, Box 375
Sparta, WI 54656

Re: La Crosse County & La Crosse County Highway & Parks
Local 227, AFSCME, AFL-CIO,
WERC Case LIII, No. 22734, MED/ARB-60, Decision No. 16364-A

Gentlemen:

Pursuant to the stipulation of August 25, 1978, signed by you on behalf of the County and the Union authorizing me to resolve by "convention" arbitration (i.e. Form 1, 111.77 of Wisconsin Statutes) the two remaining issues in dispute: (1) Whether or not there shall be a fair share clause in the new Agreement, and (2) the wage increase for 1979, I hereby make the following findings and award.

FAIR SHARE

With full consideration of the criteria in the statute, I find that the preponderance of evidence favors the Union position and, therefore, order that a fair share clause be included in the Agreement. Such fair share clause shall become effective on January 1, 1979, subject to the prior holding of a referendum by the WERC in which a majority of the employees in the bargaining unit vote in favor of fair share. (If the WERC is not able to conduct a referendum prior to January 1, 1979, the effective date of the fair share clause shall be the first of the month following the referendum in which a majority of the employees in the unit vote in favor of fair share.) All employees in the bargaining unit and all new employees shall either pay union dues or a fair share fee.

The fair share fee of present employees who desire that their fair share fee be paid to a charity selected by the County and the Union instead of to the Union must serve written notice of this wish to the County and the Union within 30 days of the date that the WERC certifies that a majority of the employees in the bargaining unit have voted in favor of fair share. Upon receipt of such written notice, the County and the Union shall make the appropriate arrangements to carry out this arrangement. (If there is a disagreement about the charity to which this money shall be sent, it shall be resolved by arbitration pursuant to the grievance arbitration procedure of the Agreement.) The option of diverting the fair share fee from the union to charity shall be open only to present employees who exercise the option in the time period stated. If an employee exercises this option and subsequently revokes it, he may not again exercise it.

In making this finding favoring fair share, the arbitrator wishes to note that the County has not negotiated a fair share clause with any other bargaining unit representing County employees and that the County is philosophically opposed to fair share arrangements under which employees are forced to pay monies to the Union in order to keep their jobs. The arbitrator believes, however, that the opposing view favoring fair share as a part of the collective bargaining system established under Wisconsin Statute 111.70-80 rests on stronger grounds and notes that over 80 percent of the 57 Wisconsin County highway units represented by the Union have fair share and that both the City of La Crosse and the School Board in La Crosse have agreed to fair share clauses subject to various conditions.

1979 WAGE INCREASE

The arbitrator finds on the basis of the evidence submitted to him and the criteria in the statute that wages of highway and parks employees in the bargaining unit shall be increased by 37¢ per hour effective January 1, 1979.

ALL OTHER ITEMS

All other items in dispute, having been agreed upon and incorporated into a new Agreement submitted to the Arbitrator as County Exhibit #1, are hereby also incorporated into this award, subject to review of County Exhibit #1 by the Union for the purpose of making sure that it is a true copy of what was agreed to in negotiations and mediation.

In conclusion, the arbitrator wishes to commend the representatives of the County and Union for the diligent efforts through which they resolved most of the issues which originally were in dispute.

8/25/78
August 25, 1978

James L. Stern /s/
James L. Stern
Mediator/Arbitrator

STIPULATION TO ARBITRATOR, JAMES L. STERN

Re: La Crosse County & La Crosse County Highway and Parks Employees, Local 227
Case LIII No. 22734 MED/ARB-60

It is hereby agreed that all issues in dispute between the parties have been agreed upon by stipulation except for two remaining issues:

1. Whether there shall be a fair share clause in the new agreement.
2. The wage increase for 1979.

It is further agreed that the arbitrator is expressly granted the authority to resolve the above identified issues by "conventional" arbitration (i.e., referred to as Form 1 in 111.77 of Wisconsin Statutes).

In the interest of obtaining a prompt decision, the County and the Union further agree that the arbitrator shall forthwith furnish them an award in the form of a letter concerning the above identified issues.

Dated at La Crosse, Wisconsin, this 25th day of August, 1978.

Robert Chybowski /s/
Robert Chybowski
District Representative
Local 227

K. E. Guthrie /s/
K. E. Guthrie
County Personnel Director