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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE INTEREST ARBITRATOR

-----X  
:  
In the Matter of the Petition :  
of :  
CHIPPEWA VALLEY TECHNICAL :  
COLLEGE STAFF AND CLERICAL :  
FEDERATION, LOCAL 2398 :  
AFT, WFT, AFL-CIO :  
:  
To Initiate Arbitration :  
Between Said Petitioner and :  
:  
CHIPPEWA VALLEY VOCATIONAL, :  
TECHNICAL AND ADULT EDUCATION :  
DISTRICT :  
:  
-----X

Case No. 173  
No. 42510 INT/ARB-5312  
Decision No. 26224-A

APPEARANCES: WILLIAM KALIN, Representative, Wisconsin Federation  
of Teachers, appearing on behalf of the Union.

Mulcahy & Wherry, S.C., Attorneys at Law, by STEVENS  
L. RILEY, appearing on behalf of the District.

ARBITRATION AWARD

Chippewa Valley Vocational, Technical and Adult Education District, by its Board, hereinafter referred to as the District or Board, and Chippewa Valley Technical College Staff and Clerical Federation, Local 2398, AFT, WFT, AFL-CIO, hereinafter referred to as the Union, were parties to a collective bargaining agreement covering office, clerical, and related employees, which expired on June 30, 1989. The parties were unsuccessful in their efforts to negotiate a successor agreement, covering the period between July 1, 1989 and June 30, 1990, and, on July 12, 1989, the Union filed a petition with the Wisconsin Employment Relations Commission (WERC), wherein it sought to initiate interest arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations

Act (MERA). A member of the WERC's staff investigated the petition and, on November 3, 1989, the WERC certified that the conditions precedent to the initiation of arbitration pursuant to said provision of the statutes had been met and ordered the matter to be submitted to arbitration. The parties selected the undesigned, from a panel of arbitrators provided by the WERC, and, on November 13, 1989, the WERC issued an order appointing the undersigned arbitrator, to issue a final and binding award pursuant to Section 111.70(4)(cm)6. and 7. of the MERA. A hearing was held at Eau Claire, Wisconsin on January 30, 1990, at which time the parties presented their evidence. The parties filed written arguments, which were received and exchanged on March 12, 1990. Full consideration has been given to the evidence and arguments presented in rendering the award which follows.

#### ISSUE IN DISPUTE

There is only one issue in dispute, i.e. the appropriate wage rates for each of the two years of the agreement. The expired agreement contained a salary schedule, setting forth eight "levels" or pay grades (B through I), to which 53 job titles are assigned. Each pay level has five steps or rates (A through E), which reflect the one-year, two-year, three-year, four-year, and five-year rates for job titles assigned to that pay level. The difference between the rates for each year of experience was a fixed amount, ranging from 33¢ per hour at level B to 55¢ per hour at level I. A simplified version of the salary schedule (omitting job titles) is attached hereto as Appendix A.

#### UNION'S FINAL OFFER

By its final offer, the Union would increase the rate E, or five-year rate, by 4.6% for the first year of the contract, effective retroactively to July 1, 1989, and increase "the corresponding pro rata values of the other rates, A-D." For the second year of the contract, effective July 1, 1990, the Union would increase the rate E, or five-year rate, of the 1990-1991 salary schedule by 5% and increase "the corresponding prorata value of the other rates, A-D." According to the Union, this would create salary schedules for each of the two years of the agreement, as reflected in the schedules attached hereto as Appendix B.

#### THE DISTRICT'S FINAL OFFER

Under the District's final offer, rate E, or the five-year rate, would be increased by 3.2%, effective July 1, 1989, and "backed down accordingly" for rates A through D. Rate E, or the five-year rate for that schedule would be increased by an additional 3.2%, effective July 1, 1990 and "backed down accordingly" for rates A through D. According to the District, the salary schedules for the two years generated under its final offer are accurately reflected in the schedules attached hereto as Appendix C.

#### IMPACT OF THE FINAL OFFERS ON THE SCHEDULE STRUCTURE

As noted above, the difference between the yearly rates at each level under the schedule in effect at the time of the expiration of the prior agreement ranged from 33¢ to 55¢ per hour. Based upon their final offers, both parties apparently agree that

those differences would increase to a new range between 34¢ and 57¢ per hour for both years of the agreement. Further, both parties are in apparent agreement that no difference is intended between the two final offers in this regard, even though the wording of their respective final offers is different.

#### UNION'S POSITION

In its arguments, the Union reviews the evidence in relation to each of the ten statutory criteria, as follows:

A. The lawful authority of the District to grant either final offer is not disputed.

B. While the parties have entered into certain stipulations, including tentative agreements providing for leave to attend the WVA convention and an increase (from 80% to 90%) of the benefits payable under the disability insurance plan, none of those stipulations bear upon the issue before the arbitrator.

C. While there is no contention that the District lacks the financial ability to meet the costs of either final offer, the interests and welfare of the public are implicated in this proceeding. In the District's strategic planning statement, the District acknowledges the critical importance of maintaining qualified support staff and appropriate staff services, in order to maintain and improve the quality of its services and program. The Union's final offer will be more effective in attracting and retaining qualified support staff.

D. The primary comparables for comparison to "other employees performing similar services" are the four contiguous VTAE

districts--Indianhead, Western Wisconsin, Mid-State, and North Central. This was the conclusion reached by Arbitrator June Weisberger in a prior arbitration involving this bargaining unit (Decision No. 23046, dated June 24, 1986).

A review of the data concerning the primary comparables reflects that the District's offer, in terms of percentage lift, is significantly below all four districts, which range between 5.06% and 5.3% for 1989-1990, and also below the two districts which have settled for 1990-1991 (Indianhead and Western Wisconsin), both of which will generate increases of 9.26% over the two years. The Union's offer of 4.6% in the first year and 9.83% for the two years is much more comparable to this pattern than is the Board's offer of 3.2% for the first year and 6.5% for the two years. Even if the analysis is limited to the percentage value of actual dollars received in the first year, the Union's offer of 4.6% is closer to the average of the four primary districts, which is 4.49%. While the increase in the second year for the two districts which have settled is 4% (compared to the Union's 5%) the average percentage lift in the first year for those two districts and for all four districts is in excess of 5%. The "roll-up" effect of the greater first year increase tends to offset this difference. Further, the Union's greatest concern relates to the fact that it will "fall behind" the two districts which have settled for the two years in question.

The District's exhibits purporting to compare cents per hour increases for various bargaining unit positions are misleading,

because they did not take into consideration the value of the additional lift provided by the settlements at Indianhead and Western Wisconsin. When the District's exhibits are "corrected," the cents per hour increases generated under the Union's final offer, like the percentage lift figures, are much closer to the average, on both a one-year and two-year basis of comparison.

If other VTAE districts, other than the four primary VTAE districts, are also considered for this comparison purpose, similar results occur. The range of first year settlements at Fox Valley, Gateway, Lakeshore, Madison, Milwaukee, and Moraine Park, is between 4% and 4.5% (or 4.55% lift at Gateway). This is much closer to the Union's offer of 4.6%. In the case of the two districts which have settled for the second year (Fox Valley and Gateway), the second year increases of 4.5% and 4.55% lift and the two-year increases of 8.94% lift and 9.3% lift, all more nearly approximate the Union's final offer, which will generate 9.83% lift compared to the District's 6.5% lift. Similarly, the average actual dollar increase in the first year, expressed as a percentage (4.26%) and the average percentage lift for that same year (4.43%) are both closer to the Union's final offer of 4.6%. The same is true for the average percentage increase in salary over the two-year period for the two settled districts (9.1%).

E. In making comparisons to other employees generally in public employment in the same community and in comparable communities, internal comparisons should be considered. Under the agreement with the teaching unit, teachers will receive CPI-U

generated increases of 4.3% for 1989-1990 and 4.6% for 1990-1991. While some arbitrators have concluded that comparisons between bargaining units of teachers and support staff are not appropriate, the fact that the District utilized the CPI-U for purposes of establishing these increases is important. There is no justification for offering to maintain purchasing power for one group, but not the other.

While comparisons to the custodial bargaining unit disclose that it settled for 3% wage increases in each year, that settlement occurred in the spring of 1989, under different economic conditions. At that time, increases in the CPI and the pattern of settlements were both lower. More importantly, the relationship between the clerical unit and the custodial unit is one which requires "catch up." Thus, the Weisberger award reflects that, in that proceeding, both parties agreed that some "catch up" by the clerical unit was appropriate then, when the difference between the maximum custodial salary and the maximum clerk typist salary was \$2.00 per hour. That difference, which stood at \$1.87 per hour in 1988-1989 will stand at \$1.96 per hour if the Board's final offer is adopted, but will be reduced to \$1.68 per hour if the Union's final offer is adopted. If the Board's proposal is adopted, the clerical unit will "lose all but 4¢ of the catch up gains made since 1984-1985" causing a "five-year setback" in the catch up effort.

A third internal comparison of significance consists of the percentage salary adjustments to be granted child care workers.

Since the hearing herein, the Board has acted to set aside a proposed increase of 3% for that group and adopt a 4.7% increase at the probationary rate and a 4.2% increase at the permanent rate, effective January 1, 1990. These increases are much closer to the 4.6% requested by the Union than the 3.2% proposed by the Board.

While the area public employers relied upon by the District for comparison purposes (City of Chippewa Falls, Chippewa County, Dunn County, and Eau Claire County) are inappropriate, because the employees do not perform comparable work, an analysis of the percentage salary increases granted those units over the contract period supports the Union's position. The average percentage salary increase for the two-year period for this group is approximately 8%.

F. Comparisons to employees in private employment in the same community and in comparable communities ought not be made on the basis of the evidence introduced into the record by the District. The information contained in that evidence is insufficient for the purpose of drawing wage comparisons or attempting to refute any wage comparisons the Board may attempt to draw.

G. The appropriate index to be used for the purpose of measuring changes in the cost of living in this proceeding is the same index used by the District for purposes of determining the salary increases for teachers, i.e., the CPI-U. That index increased 5.2% in the year immediately preceding the effective date of the agreement under dispute, from June 1988 through June 1989, and increased 4.6% in the year ending December 1989. In January



1990, the CPI-U rose 1.1%, the biggest gain in 7.5 years, representing an annual rate of 14.1%. All of these figures support the Union's position.

H. Because all VTAE districts provide similar fringe benefits to their support staff, the "overall compensation" criterion ought not be given any consideration in this proceeding.

I. There have been two changes of significance during the pendency of this proceeding. The increase in the percentage raises granted child care workers and the settlement at Madison Area Technical College of 4.5% for 1989-1990, both lend support to the Union's final offer.

J. There are no "other factors" of significance which might affect the outcome of the dispute in this case.

In summary and conclusion, the Union argues that its offer is substantially closer to the two-year pattern of voluntary settlements established by contiguous VTAE districts and by all VTAE districts and would maintain the relative rank of the District with respect to primary comparables and, primarily for that reason, should be incorporated in the parties' 1989-1991 agreement.

#### DISTRICT'S POSITION

According to the District, its proposed pool of comparables, which consists of "Group I," the four contiguous VTAE districts, and "Group II," which includes UW-Eau Claire, UW-Stout, Chippewa Falls schools, Eau Claire schools, Menomonie schools, City of Chippewa Falls, City of Eau Claire, City of Menomonie, Chippewa County, Dunn County, and Eau Claire County, provides a consistent,

reasonable foundation for the comparison of final offers. It is inappropriate to consider any of the other VTAE's in Wisconsin or to disregard the other public employers found in Group II, based on labor market considerations. Any contention that criterion "e" justifies statewide comparisons of other VTAE districts should be rejected on the basis that that criterion should not be read in isolation from "d." Such a reading would be inappropriate and would lead to the absurd conclusion that labor market and economic conditions in large urban areas, such as Madison and Milwaukee, and distant areas, such as Kenosha and Sheboygan, are relevant for comparison purposes. Arbitrator Weisberger acknowledged that this was the case, when she concluded that "the concept of the appropriate labor market requires that primary consideration be given to support staff units in contiguous VTAE's, as the Employer argues."

The District argues that, by giving consideration to other public employers who employ employees performing similar work in the same area served by the District, appropriate consideration will be given to relevant labor market conditions. Numerous arbitrators, including Arbitrator Weisberger in the prior award involving these parties, have agreed that this is the case. On the other hand, if consideration is given to the statewide comparisons relied upon by the Union, the relevant labor market will be ignored. In the District's view, the Union has introduced that evidence in an effort to make its offer look "less unreasonable."

According to the District, its final offer is more reasonable

because it provides increases which are closely aligned with these comparables. In support of that position, it makes the following points:

1. The District's costing more accurately reflects the real costs associated with the final offers, because it includes an assumption that there will be increases in health insurance premiums (20%) and dental insurance premiums (12%) in 1990-1991, whereas, the Union's offer unrealistically assumes that there will be no increase in either of those premiums. These assumptions are based upon information provided by the insurance carrier, which was made known to the Union during negotiations and served as part of the basis of the settlement reached with the custodians. They are realistic assumptions, in view of spiraling increases in medical care costs and insurance premiums experienced by the District and elsewhere. Arbitrators have acknowledged that there exists an "insurance cost crisis," requiring inclusion of such costs when comparing final offers.

2. The Union's final offer calls for increases which greatly exceed those granted by most comparables. The Union's 1989-1990 wage demand of 34 to 42¢ per hour, or 4.6%, exceeds all but two of the comparables, based upon the actual cost of increases granted. Its 1990-1991 wage demand of 44 to 48¢ per hour, or 5%, exceeds every comparable settled for that year. On the other hand, the Employer's wage offer, calling for increases of 21 to 29¢ per hour, or 3.2%, and 27 to 31¢ per hour, or 3.2%, is much closer to the comparables.

Even under its own comparables, the Union's offer is excessive. It exceeds six of nine VTAE settlements in the first year and exceeds all four of the VTAE settlements that exist for the second year.

The Union's reliance upon the third year of the District's agreement with the teacher unit is misplaced. It is not reasonable to compare the third year of that agreement with the first year of the agreement here in dispute and the two bargaining units are not comparable, a fact acknowledged by Arbitrator Weisberger in her prior decision. However, even under that inappropriate comparison, the Union's wage demands exceed the increases granted to teachers in both years.

The comparison of clerk-typist salaries to custodial salaries, relied upon by the Union, is unpersuasive, because the clerk-typist position is only one position out of 52 positions in the bargaining unit; the record includes more comprehensive comparisons, set forth in the Employer's exhibits; and the Union ignores the fact that the custodial unit settled for 3% in each year of its agreement with the District.

3. The actual dollar increases generated under the Employer's offer are more closely aligned with the average dollar increases of the comparables. Arbitrators have recognized that such comparisons, using annualized rates where split increases have been granted, represent a more accurate portrayal of the value of a settlement. A detailed analysis of a number of representative classifications demonstrates that, while the District's final offer

generates cents per hour increases which are a few cents below average, the Union's final offer generates cents per hour increases which are substantially above average in the four contiguous VTAE's. Similar results occur when comparisons are drawn to other area public employees. In sum, these data show that the Employer's offer provides actual dollar increases which are closer to average in both groups of comparables relied upon by the District. While the District's offer may not provide increases which will place it in a "leadership position," it does provide for increases which are closer to the range of increases granted by comparables.

4. The District's final offer will establish wage rates which are more closely aligned with the average wage rates among the comparables. Utilizing year-end rates, where split increases occur, the wage rates established under the Union's offer are significantly above average for various representative classifications in both Group I and Group II of the comparables relied upon by the District. On the other hand, the Employer's final offer would establish wage rates which are, in most instances, above average for those classifications in both groups, but by a lesser margin.

5. The Employer's final offer results in a total compensation package which is generous. Further, it is more generous than a majority of the comparables. Only two of the four contiguous VTAE districts provide fully paid health and dental insurance and only four of the 11 public employers in the area do so. The District

provides full life and LTD coverage, while only 5 of the total of 15 comparables do the same. The total package increase provided by the Employer's offer is 6% in the first year and 6.2% in the second year.

The Union's reliance upon the total package increases granted at Indianhead and Mid State, is unwarranted because of the exclusion of insurance increases from the costing figures; the 1989-1990 cost at Indianhead was inflated as a result of a huge increase in health insurance premiums; and, it is the District's belief, the Indianhead settlement included a change in the health insurance policy, requiring a co-payment of 5% of the first \$1,000.00, after satisfaction of a deductible. While the Union may argue that Arbitrator Weisberger relied heavily upon the Indianhead and Mid State total package settlements in rendering her award for 1985-1986, those were the only two contiguous VTAE's which were settled at the time of her award.

Turning to the cost of living criterion, the District makes the following points:

1. The appropriate measure of increases in the cost of living for purposes of this proceeding are the CPI index for small metropolitan urban wage earners and clerical workers and the CPI index for non metropolitan urban wage earners and clerical workers. Those indexes cover areas having comparable populations. The District has also included information concerning changes in the national CPI-U, for comparison purposes.

2. Arbitrators have recognized that the appropriate time

frame for purposes of evaluating the impact of changes in the cost of living is the prior one-year period, before the effective date of the new agreement.

3. Arbitrators have also generally agreed that it is appropriate to compare changes in the cost of living to the total package cost of a final offer.

4. Utilizing these three measures of changes in the cost of living, during the relevant period, for purposes of comparison to the total cost of the parties' final offers in each year of the agreement, it becomes clear that the District's offer should be favored. In each case it exceeds or nearly exceeds changes in the cost of living during the year in question, whereas the Union's offer does so by a wider margin.

5. An historical review demonstrates that employees in this bargaining unit have enjoyed a history of compensation increases which have "generously exceeded" increases in the cost of living.

6. Employees have been sheltered from significant aspects of these increases in the cost of living, because they enjoy fully paid benefits such as health insurance, dental insurance, life insurance, and disability insurance.

Finally, the District argues that its offer is more reasonable in the light of "economic circumstances." Those circumstances include an increasing property tax burden, accompanied by declining land values; outside funding which is static; and a local economy which has suffered from layoffs, plant closures and above average unemployment. The District notes that the arbitrator is also

required to give consideration to comparisons to other employees in private employment in the same community and in comparable communities, and argues that a survey which it conducted demonstrates that most private sector hourly employees have received wage increases which are substantially less than those provided for in the District's final offer. While the District does not contend that it lacks the ability to pay the cost of the Union's final offer, it does argue that these economic circumstances justify adoption of its final offer under the criterion dealing with the interests and welfare of the public.

For all of these reasons, the District contends that its final offer should be favored over the Union's final offer in this proceeding.

#### DISCUSSION

It is never easy to choose between two final offers, where it can be said that both fall within a zone of "reasonableness" in relation to the relevant statutory criteria. This is such a case. Even though the difference, in wages alone, between the two final offers here is not insignificant (1.4% in the first year and 1.8% in the second year), there is evidence in the record which tends to support both offers. It is for this reason, that the undersigned concludes that both offers are reasonable and that the difficult question which remains is which should be viewed as being more reasonable.

The undersigned has carefully read the award of Arbitrator Weisberger, because it would appear to have more relevance to the



current dispute than is often the case in final offer arbitration. In some ways, this dispute amounts to a "rematch," with both parties having modified their presentations somewhat in view of that award.

A careful reading of the award convinces the undersigned that Arbitrator Weisberger concluded that comparisons to contiguous VTAE districts and comparisons to the area public sector employers cited by the District are both appropriate. In reaching that conclusion, she relied upon labor market considerations. The problem she had with giving weight to area public sector employers related to the insufficiency of the record for purposes of establishing the validity of the District's claim that its offer would maintain or improve historical relationships and the Union's claim that the settlements among those employers were "almost all" higher than the District's final offer. The record here reflects that the Employer has attempted to overcome those problems. It has provided wage rate comparisons for a number of job classifications and it has also provided wage rate settlement figures and percentages, where available.

The undersigned must agree with Arbitrator Weisberger that, based on labor market considerations, it would be inappropriate to exclude consideration of other area public sector settlements involving clerical and related employees or to consider statewide VTAE comparisons or comparisons to the teacher bargaining unit in this District or other VTAE districts. Therefore, in the view of the undersigned, external public sector comparisons should include

the four contiguous VTAE districts and an appropriate group of public sector employers similar to, if not identical to, that advanced by the District.

Arbitrator Weisberger also expressed some frustration at the difficulty of attempting to make comparisons between groups of clerical and related employees, because of "differences in titles, job duties, movement on the pay scale, etc.," even when the comparisons are limited to other VTAE districts. Here, there are a total of 52 job titles filled by 104 (83 FTE) employees. While there are classifications which would appear, on their face, to be similar to classifications elsewhere, such as "clerk-typist," "secretary I," "secretary II," and "secretary III," other job titles range from "cashier helper" to "media aid," "veterans clerk," "audio visual assistant," "emergency medical technician," "public communications assistant," "computer operator," "programmer," and "senior programmer."

While it can be assumed that some of the public sector employers relied upon by both parties employ an equally diverse group of employees, the difficulty of drawing comprehensive individual comparisons can easily be seen. For these reasons, the undersigned believes that an assumption should be employed, to the effect that the existing relationship between wage rates paid by the District and wage rates paid by the four contiguous VTAE districts and other area public sector employers, is not out of alignment, except to the extent that the record demonstrates that it is, either through direct evidence or problems with recruitment,

retention or raiding. The only evidence in the record with regard to the wage rates paid by other area public sector employers is that provided by the District, and it suggests that no such problems exist.

Assuming that there is reasonable alignment between wage rates paid by the District and wage rates paid by the contiguous VTAE districts, the percentage wage increases (lift) granted by those districts for the first year of the agreement and, in the case of two of those districts, for both years, tend to support the Union's position, even though the Union's position would appear to be slightly on the high side. Making the same assumption as to the other area public sector employers, the percentage settlements agreed to among that group generally support the District's final offer. While those settlements are somewhat difficult to compare, because many of them are on a calendar year basis and a number are not settled beyond 1989 or 1989-1990, the range of settlements is from 2.7% (in Dunn County for 1989-1990) to a maximum of 4.7% (in Chippewa Falls for 1989-1990), with most settlements falling within the range between 3% and 4% and none approaching 5% for 1991 or 1990-1991.

The remaining internal comparisons (other than the teacher comparison found inappropriate) consist of the custodial and maintenance unit and the unrepresented group of "child care workers." In the case of the custodial and maintenance unit, the voluntary settlement consisting of 3% for each year, on its face, strongly supports the District's position. However, it is the

Union's position that "catch up" is required between employees working in this unit and employees working in that unit.

This same "catch up" argument was advanced by the Union in the proceeding before Arbitrator Weisberger. In her decision she stated that the District "acknowledges some need for 'catch up' for certain support staff positions," but argued in favor of selected adjustments to deal with the problem. While the District does not necessarily concede that "catch up" is required in this proceeding, it does argue that selective adjustments are a more appropriate way of dealing with any such problem. The undersigned would have to agree with that argument, in view of the great diversity of job titles within this bargaining unit. Further, the 3.2% increases called for under the District's offer here, helps offset the impact of the application of 3% increases to a higher base. While the cents per hour difference between the two job titles referred to in the Union's arguments may increase slightly, the percentage difference between the wage rates for those two titles actually narrows slightly in both years, under the District's offer.

No evidence concerning the wage rates for child care workers. was introduced at the hearing herein. For that reasons alone, it is difficult to assess the significance of the District's decision to change the proposed increase in those wage rates from 3% to 4.7 and 4.2%, effective January 1, 1990. Also, there is no evidence as to when, if ever, increases have been granted to that group in the past or when they may be granted in the future.

While the undersigned would agree with the Union that the data

concerning settlements in the private sector is difficult to assess, for reasons similar to those just cited in the case of child care workers, the available evidence does tend to support the District's offer, at least as to percentage increases being granted by private sector employers in the same labor market. Due to the sketchiness of this data and the fact that public sector settlements and private sector settlements often proceed on different tracks, this evidence is not deemed sufficient, in itself, to tip the balance either way.

The same can be said for the cost of living data. Thus, while the total cost of the District's offer is certainly reasonable in relation to the cost of living data in the record, including the national CPI-U, which the undersigned believes is the most appropriate for comparison purposes, the Union's wage offer would also appear to be reasonable in comparison to that data. Given the rate of inflation in the year immediately preceding the effective date of this agreement (5.2%) employees will not achieve an increase in real wages in either year under the District's offer. On the other hand, the cost of that offer, which includes significant increases in the cost of medical insurance, exceeds the increase in the cost of living as measured by the national CPI-U. Under the Union's offer, there might be some increase in real wages over the two years, especially if the rate of inflation moderates during the balance of 1990. On the other hand, the overall cost of the Union's offer, which should include some consideration for potential increases in the cost of medical and

dental insurance in the second year, clearly exceeds that same measure, by a wider margin.

Finally, while the District does not argue an inability to pay, it does advance a number of reasons for showing moderation in wage increases and consequent increases in its budget, due to economic circumstances. This is especially true in relation to the existing limits on its taxing authority and the real and political limits on its ability to raise revenue from other sources, under present law.

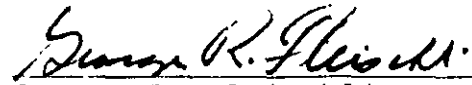
It is true, as the Union argues, that the interests and welfare of the public require that the District maintain wage rates and benefits which are attractive and competitive. However, the evidence concerning wage rates and fringe benefits paid by other public employers, especially the four contiguous VTAE districts, suggests that the District is doing so and will continue to do so, if its final offer is accepted.

For all of these reasons, and based upon the record as a whole, the undersigned concludes that the District's final offer is slightly more reasonable than the Union's final offer and renders the following

AWARD

The District's final offer shall be incorporated into the parties' 1989-1991 collective bargaining agreement, along with the stipulated changes agreed to by the parties and those provisions from the prior agreement which are to remain unchanged.

Dated at Madison, Wisconsin, this 3rd day of May, 1990.

A handwritten signature in cursive script, reading "George R. Fleischli". The signature is written in black ink and is positioned above a horizontal line.

George R. Fleischli  
Arbitrator

Chippewa Valley Technical College

Clerical & Related Salary Schedule '88 - '89

Level	Year 1	Year 2	Year 3	Year 4	Year 5
B	7.00	7.33	7.66	7.99	8.32
C	7.36	7.71	8.06	8.41	8.76
D	7.76	8.12	8.48	8.84	9.20
E	8.21	8.60	8.99	9.38	9.77
F	8.83	9.25	9.67	10.09	10.51
G	10.36	10.85	11.34	11.83	12.32
H	11.32	11.85	12.38	12.91	13.44
I	11.88	12.43	12.98	13.53	14.08



CHIPPEWA VALLEY TECHNICAL COLLEGE  
 Union Final Offer - 1st Year  
 CLERICAL AND RELATED SALARY SCHEDULE '89 - '90

% INC-> 4.6

LEVEL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
B	7.34	7.68	8.02	8.36	8.70
C	7.72	8.08	8.44	8.80	9.16
D	8.10	8.48	8.86	9.24	9.62
E	8.62	9.02	9.42	9.82	10.22
F	9.27	9.70	10.13	10.56	10.99
G	10.85	11.36	11.87	12.38	12.89
H	11.86	12.41	12.96	13.51	14.06
I	12.41	12.99	13.57	14.15	14.73

CHIPPEWA VALLEY TECHNICAL COLLEGE  
 Union Final Offer - 2nd year  
 CLERICAL AND RELATED SALARY SCHEDULE '90 - '91

% INC-> 5

LEVEL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
B	7.78	8.12	8.46	8.80	9.14
C	8.18	8.54	8.90	9.26	9.62
D	8.58	8.96	9.34	9.72	10.10
E	9.13	9.53	9.93	10.33	10.73
F	9.82	10.25	10.68	11.11	11.54
G	11.49	12.00	12.51	13.02	13.53
H	12.56	13.11	13.66	14.21	14.76
I	13.14	13.72	14.30	14.88	15.46

CHIPPEWA VALLEY TECHNICAL COLLEGE  
 Board Final Offer - 1st year  
 CLERICAL AND RELATED SALARY SCHEDULE '89 -'90  
 % INC-> 3.2

LEVEL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
B	7.23	7.57	7.91	8.25	8.59
C	7.60	7.96	8.32	8.68	9.04
D	7.97	8.35	8.73	9.11	9.49
E	8.48	8.88	9.28	9.68	10.08
F	9.13	9.56	9.99	10.42	10.85
G	10.71	11.21	11.71	12.21	12.71
H	11.67	12.22	12.77	13.32	13.87
I	12.25	12.82	13.39	13.96	14.53

CHIPPEWA VALLEY TECHNICAL COLLEGE  
 Board Final Offer - 2nd year  
 CLERICAL AND RELATED SALARY SCHEDULE '90 -'91  
 % INC-> 3.2

LEVEL	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
B	7.50	7.84	8.18	8.52	8.86
C	7.89	8.25	8.61	8.97	9.33
D	8.28	8.66	9.04	9.42	9.80
E	8.81	9.21	9.61	10.01	10.41
F	9.47	9.90	10.33	10.76	11.19
G	11.12	11.62	12.12	12.62	13.12
H	12.11	12.66	13.21	13.76	14.31
I	12.72	13.29	13.86	14.43	15.00