

BEFORE THE ARBITRATOR

RECEIVED  
JUL 22 1991  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration between  
NEW LISBON NON-TEACHING PERSONNEL  
and  
NEW LISBON SCHOOL DISTRICT  
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Case 21, No. 43319  
Int/Arb-5510  
Decision No. 26733-A

**APPEARANCES:**

Gerald Roethel, Executive Director, Coulee Region United Educators, appearing on behalf of the New Lisbon Non-Teaching Personnel.

Friedman Law Firm by David R. Friedman, Attorney, appearing on behalf of the New Lisbon School District.

**JURISDICTION:**

On January 24, 1991, the Wisconsin Employment Relations Commission notified the undersigned of appointment as arbitrator, to resolve an impasse in negotiating the 1989-91 collective bargaining agreement which exists between the New Lisbon Non-Teaching Personnel, hereinafter referred to as the Union, and the New Lisbon School District, hereinafter referred to as the District or the Employer. A hearing was held at the District offices on April 9, 1991 at which time the parties, both present, were given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed but briefs and reply briefs were filed in this dispute. Final briefs were received by the Arbitrator on May 22, 1991.

**THE ISSUES:**

The issues in dispute, as reflected in their final offers, are as follows:

**Article VII. Hospital-Surgical Insurance**

The Employer proposes that during 1989-90 the District will pay the actual premium up to a maximum of \$95.00 per month for the single plan premium and up to a maximum of \$228.00 per month for the family plan. During 1990-91, the

Employer agrees to pay the actual premium up to a maximum of \$123.50 per month for the single plan premium and up to a maximum of \$296.40 for the family plan.

In addition, the Employer proposes adding a new Section C which would read as follows: "C. Employees hired after the settlement of the 1989-91 collective bargaining agreement will have the amount of the premium paid by the Board for part-time employees prorated based on the proration of the time for which the employee is contracted to work based on the following hours:

Bus drivers - 3 hours  
Cooks - 7 hours  
Secretaries - 8 hours  
Aides - 8 hours  
Custodians - 8 hours

The Association makes the same proposals with regard to this article.

#### New Article

The Association seeks a new article adding fair share language. The proposal is as follows:

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws. Employees have the right to join, refrain from joining, maintain or drop their membership in the Association as the employee so desires.
- B. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Association, as provided in Section 111.70 (1)(h), Wisconsin Statutes, and as certified to the District by the Association, and pay said amount to the treasurer of the Association on or before the end of the month in which such deduction was made.

The District will provide the Association with a once-a-year list, updated as necessary, of employees from whom deductions are made with the first monthly remittance to the Association.

1. For purposes of the Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Article IV (Dues Deduction) or paid to the Association in some manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the provisions of this Article by the first day of September of each year and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effect date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the cost of representation by the Association, referred to above, two (2) weeks prior to any required fair share deduction.

3. If a District-made error is discovered with respect to fair share deductions under this provision, the District shall correct the error by appropriate adjustment in the teacher's next paychecks if there are sufficient funds to cover the adjustment.

C. The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of the change.

D. 1. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive,

where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

D. 2. For those fair share employees who object to a portion of the fair share deduction, the Association shall provide an internal rebate mechanism which will contain at least a reasonably prompt decision by an impartial decision maker and a proper escrow arrangement which will protect the objector's constitutional rights.

E. The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the District, Board members, administrators, and the District agents harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article, provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

The District does not offer a fair share proposal.

### Salary Schedule

The District offers the following salary increases:

1989-90

Position	First Year	Second Year	Third Year	Fourth Year
Secretary	5.66	6.10	6.46	6.64
Custodian/Supervisor	6.40	6.66	7.00	7.45
Custodian	5.88	6.10	6.46	6.64
Food Service Supervisor	6.40	6.66	7.00	7.45
Full Time Cook	5.88	6.10	6.46	6.64
Part Time Cook	5.88	6.10	6.46	6.64
Support Staff	5.88	6.10	6.46	6.64

Bus Drivers	7.76	8.14	8.50	8.65
Bus Mechanic	8.23	8.79	9.40	10.04

15 cent increase in the rate from the previous year.  
Employees off schedule get a 15 cent per hour raise.

1990-91

Position	First Year	Second Year	Third Year	Fourth Year
Secretary	5.98	6.20	6.56	6.74
Custodian/Supervisor	6.50	6.76	7.10	7.55
Custodian	5.98	6.20	6.56	6.74
Food Service Supervisor	6.50	6.76	7.10	7.55
Full Time Cook	5.98	6.20	6.56	6.74
Part Time Cook	5.98	6.20	6.56	6.74
Support Staff	5.98	6.20	6.56	6.74
Bus Drivers	7.86	8.24	8.60	8.75
Bus Mechanic	8.33	8.89	9.50	10.14

10 cent increase in the rate from the previous year.  
Employees off schedule get a 10 cent per hour raise.

The Association's proposed salary schedule is as follows:

1989-90

Position/Classification	First Year	Second Year	Third Year	Fourth Year
Secretary	5.99	6.22	6.59	6.78
Custodian/Supervisor	6.53	6.80	7.16	7.63
Custodian	5.99	6.22	6.59	6.78
Food Service Supervisor	6.53	6.80	7.16	7.63
Full Time Cook	5.99	6.22	6.59	6.78
Part Time Cook	5.99	6.22	6.59	6.78
Support Staff	5.99	6.22	6.59	6.78
Bus Drivers	7.95	8.35	8.73	8.88
Bus Mechanic	8.44	8.03	9.67	10.34

Employees off schedule get a 4.5% per hour raise.

1990-91

Position	First Year	Second Year	Third Year	Fourth Year
Secretary	6.23	6.47	6.86	7.05
Custodian/Supervisor	6.79	7.08	7.44	7.93
Custodian	6.23	6.47	6.86	7.05
Food Service Supervisor	6.79	7.08	7.44	7.93
Full Time Cook	6.23	6.47	6.86	7.05

Part Time Cook	6.23	6.47	6.86	7.05
Support Staff	6.23	6.47	6.86	7.05
Bus Drivers	7.27	8.68	9.07	9.24
Bus Mechanic	8.78	9.39	10.05	10.75

Employees off schedule get a 4% per hour raise.

**STATUTORY CRITERIA:**

Wis. Stats. 111.70 (4)(cm)7 directs the Arbitrator to give weight to the factors found at subsections a through j in deciding this dispute. Accordingly, this arbitration award will be rendered after considering the evidence and arguments relative to the criteria.

**POSITIONS OF THE PARTIES:**

The issues which remain in dispute between the parties are salary and fair share. The parties are also in dispute, however, over which districts comprise an appropriate set of comparables and the appropriate method of costing the offers.

As appropriate comparables, the Association proposes those districts used by the parties in two previous teacher arbitrations involving the District excluding those districts which are non-unionized. It does so under the belief that since this is the first represented collective bargaining agreement for the unit and comparables have not been established use of those already determined in prior arbitrations involving the District will bring stability to the collective bargaining process. It proposes excluding the non-organized districts from this set of comparables, however, contending that the first represented collective bargaining agreement should not initially be compared with unorganized employees in other districts. The District, on the other hand, opts for a labor market area approach to the selection of comparables since the employees involved in this arbitration are not teaching employees and proposes districts which are both unionized and non-unionized. The District also proposes compensation comparisons with other governmental agency employees and with the private sector.

In costing their respective offers, the Association has used a cast forward method of costing the salary proposals in both 1989-90 and 1990-91 while the District has used actual staff for costing the 1989-90 proposals and a cast forward method of costing for the 1990-91 proposal. In addition, the District has included FICA, WRS and insurance in its costs for both years while the Association has not.

With regard to the salary proposals each is proposing to maintain the existing salary schedule and both are proposing a salary increase. The issue in

dispute is the size of the salary increase. The Association seeks a 4.5% increase in wages in 1989-90 and a 4.0% increase in 1990-91 and the District offers a 15 cent per hour increase in 1989-90 and a 10 cent per hour increase in 1990-91. According to the Association its proposal is better than the District's since the District's proposal, among the lowest actual increases in the first year and last among the actual increases in the second year, will reduce its relative benchmark rank among comparables and since its proposed increase is more closely approximates the average increase among the comparables in each of the two years of the offer.

The District, on the other hand, asserts that its offer is justified since the increased cost in health insurance which it is absorbing creates a total package offer which is substantial. Making total package comparisons, the District concludes that its offer is consistent with that which it offered its teaching staff and with package increases agreed upon among the comparables; is well above the relevant Consumer Price Index increases and is consistent with the total compensation costs for private sector and other governmental agency employees as is reflected in the employment cost index for both calendar year 1989 and 1990. Finally, the District also contends that the rates it pays its non-teaching staff are comparable to those paid employees performing similar work within the area and that its wage rate increase will not significantly change that comparison.

On the fair share issue, the Association argues that not only do the majority of districts it considers comparable have fair share provisions but that the language it proposes has been modified to resolve the issues raised in recent litigation over fair share and is identical to the language which is contained in the District's collective bargaining agreement with its teaching staff. The District, however, contends that fair share should not be granted since it has given the Association dues deduction; the Association has shown no need for fair share and it has not offered a trade-off for the fair share provision.

#### DISCUSSION:

In rejecting the Association's argument regarding comparables, it is noted that comparables for teaching staff frequently vary from those used for non-teaching staff and, more importantly, that neither arbitration involving the teaching staff in this District has definitively set forth an appropriate set of comparables. Since neither arbitration relied on the same set of comparables, the Association's argument pertaining to stability in the bargaining relationship is without merit. The District, on the other hand, has argued persuasively that a labor market approach should be used in determining which districts within the area are comparable. As determined in numerous other arbitrations, proximity to the District is still a primary consideration in deciding

comparability for non-professional employees since they are not as likely to travel far in search of employment. In addition, it is determined that at least for economic considerations both unionized and non-unionized districts should be considered as comparables in this dispute given the geographic location of the District and the economic environment in which it is located.

Cashton, Elroy-Kendall-Wilton, Hillsboro, Mauston, Necedah, Norwalk, Sparta, Tomah and Wonewoc were selected as the comparables for public sector comparisons in this dispute based upon the following reasons. Not only are these districts similar in size but they all lie within a 30 mile radius of this District, a distance generally considered as a guideline in defining a service delivery area. In addition, they all lie within the Western Wisconsin Service Delivery Area, an area defined by the Department of Industry, Labor and Human Relations as an appropriate job market area based upon distance and similar economies in which agriculture still is an important factor in determining per capita income.

Based upon this selection of comparables, it is determined that on the salary issue the Association's offer is preferred. The following tables demonstrate why.

**COMPARISON OF 1989-90 AND 1990-91 WAGE INCREASES  
SECRETARIES**

	Starting Rate	Maximum Rate	Percent Increase	Cent Increase	Starting Rate	Maximum Rate	Percent Increase	Cent Increase
Cashton	835/mo.	10 15	5.0	n/a	835/mo.	10 65	5.0	50
E-K-W	6.25	7.11	n/a	.56	6.65	7.54	6.0	.40- .43
Hillsboro	5.57	6 19	3.5	.19- .21	5 74	6 38	3.0	.17- .19
Mauston	6 57	6.78	3.5	.22- .23	7.00	7.20	6.2-6.5	.43
Necedah	5 43	6 58	4.8-3.9	.25	5 67	6.88	4.5	24- 30
Norwalk	5.80	6.80	4.9-7.4	.30- .40	5 85	6.70	6.4-5.5	.35
Sparta	5 75	8 23	4.2	.23- .34	5 99	8.58	4.2	.24- .35
Tomah	8.03	9.04	4.5	.45- .39	6 86/8.39	9 54/9.45	?/4.5	?/ .41
Wonewoc	6.46	7.08	n/a	n/a	8.31	8.31	9.5	n/a
District Association	5 88 6 33	6 64 6 78	2.6-2.3 4.5	.15 .24- .29	5.98 6 23	6.74 7.05	1.7-1.5 4.0	10 .24- .27
Juneau Co					6 33	7 05		



**COMPARISON OF 1989-90 AND 1990-91 WAGE INCREASES  
AIDES**

	Starting Rate	Maximum Rate	Percent Increase	Cent Increase	Starting Rate	Maximum Rate	Percent Increase	Cent Increase
Cashton	835/mo	835/mo	5.0	n/a	835/mo	835/mo.	0	Insur.
E-K-W	5.07	6.02	5.2	.25-.30	5.87	6.32	15.8-4.8	.80-.30
Hillsboro	5.57	6.19	3.5	19-.21	5.74	6.38	3.0	.17-.19
Mauston	5.30	6.80	0-3.8	?-.25	5.40	7.20	1.9-5.9	.10-.40
Necedah	5.31	6.46	5.3-4.0	.25	5.55	6.75	4.5	.24-.39
Norwalk	1028/mo.	1028/mo.	n/a	n/a	1083/mo.	1083/mo.	5.4	\$.55/mo.
Sparta	5.55	7.11	4.3	23-29	5.79	7.41	4.3	.24-.30
Tomah	7.81	7.81	4.5	.34	6.74/8.16	8.24/8.16	?/4.5	?/.35
Wonewoc	850/mo	850/mo	n/a	\$.115/.25	750/mo	900/mo	?/6.3	?/\$50
District Association	5.88 6.33	6.64 6.78	2.6-2.3 4.5	.15 24-29	5.98 6.23	6.74 7.05	1.7-1.5 4.0	.10 .24-.27
Juneau Co					6.59	8.23		

**COMPARISON OF 1989-90 AND 1990-91 WAGE INCREASES  
COOKS**

	Starting Rate	Maximum Rate	Percent Increase	Cent Increase	Starting Rate	Maximum Rate	Percent Increase	Cent Increase
Cashton	802/mo.	802/mo	5.0	n/a	850/mo	850/mo	6.0	n/a
E-K-W	4.22	5.96	7.4-5.1	.29	4.74	6.02	7.6-1.0	.32-.06
Hillsboro	5.36	5.95	3.5	18-20	5.52	6.13	3.0	.16-.18
Mauston	6.40	6.70	3.0	20-40	6.20	7.15	?-6.7	?-.45
Necedah	5.31	6.46	n/a	n/a	5.55	6.75	4.5	.24-.29
Norwalk	5.80	5.80	5.5	.30	6.15	6.15	6.0	.35
Sparta	5.75	6.84	n/a	n/a	5.99	7.13	4.2	.24-.29
Tomah	8.00	8.00	4.5	.34	6.94/8.36	8.44/8.36	?/4.5	?/.36
Wonewoc	750/mo.	750/mo	4.0	30/mo	790/mo	790/mo	5.3	40/mo.
District Association	5.88 6.33	6.64 6.78	2.6-2.3 4.5	.15 24-29	5.98 6.23	6.74 7.05	1.7-1.5 4.0	.10 .24-.27

**COMPARISON OF 1989-90 AND 1990-91 WAGE INCREASES  
CUSTODIANS**

	Starting Rate	Maximum Rate	Percent Increase	Cent Increase	Starting Rate	Maximum Rate	Percent Increase	Cent Increase
Cashton	5.30	7.77	5.0	n/a	5.65	8.10	6.6-4.2	35-.33
E-K-W	5.12	6.47	6.7-9.1	.32-.54	4.96	6.62	?-2.3	15
Hillsboro	5.81	6.46	3.5	.20-.22	5.98	6.65	3.0	.17-.19
Mauston	6.70	7.20	3.6-3.9	.25	7.10	7.60	6.0-5.6	.45
Necedah	6.64	7.80	3.9-3.3	.25	6.94	8.15	4.5	.30-.35
Norwalk	5.50	6.64	n/a	n/a	5.95	6.99	8.2-5.3	45-.35
Sparta	5.75	8.91	n/a	.23-?	5.99	9.29	4.3	.24-.38
Tomah	9.81	9.81	4.5	.42	8.85/10.25	10.35/10.25	?/4.5	?/44
Wonewoc	6.20	6.20	6.0	.35	6.00	6.70	?-8.1	?/50
District Association	5.88 5.99	7.45 7.63	2.6-2.3 4.5	.15 .26-.33	5.98 6.23	7.55 7.93	1.7-1.5 4.0	.10 .24-.30
Juneau Co					7.14	9.88		

**COMPARISON OF 1989-90 AND 1990-91 WAGE INCREASES  
BUS DRIVERS**

	Starting Rate	Maximum Rate	Percent Increase	Cent Increase	Starting Rate	Maximum Rate	Percent Increase	Cent Increase
Cashton	765/mo.	765/mo	4.8	35/mo	795/mo	795/mo	3.9	\$30/mo
E-K-W	Not calculable							
Hillsboro	17.68/run	17.68/run	3.4	60	18.21/run	18.21/run	3.0	53
Mauston	Service Contracted Out							
Necedah	477.66/mo	569.78/mo.	n/a	n/a	499.05/mo.	595.42/run	4.5	\$21-25
Norwalk	548.25/mo	548.25/mo	n/a	n/a	583.25/mo	583.25/mo.	6.4	\$35/mo
Sparta	7.26	8.16	4.2	30-33	7.57	8.51	4.3	31-35
Tomah	Not calculable - routes vary							
Wonewoc	Service Contracted Out							
District Association	7.76 7.95	8.65 8.88	1.9-1.8 4.5	.15 .34-.38	7.86 8.27	8.75 9.24	1.3-1.2 4.0	10 32-36

As noted from the charts on the foregoing pages, this unit is a very diverse group of employees. Given this fact, it is recognized that wage rate comparisons will conform more favorably with certain groups of employees than with others. With all employees in this unit, however, except with the bus drivers, the Association's proposal, by more closely approximating the rate increases arrived at voluntarily within the comparable districts, more closely maintains a competitive wage rate within the area defined as comparable. For instance, with the secretaries, both 1989-90 offers create a wage rate which causes the secretaries to rank either 4th or 5th among eight of the comparables at the starting rate but at the maximum rate, even under the Association's proposal, the rank drops to 8 of nine comparables. In 1990-91, this difference becomes even greater as the secretaries drop from 5th to 6th in rank under the District's proposal and from 4th to 5th in rank under the Association's proposal at the starting rate while maintaining their 8th place ranking at the maximum rate.

When the aides wage rate under either offer is compared, the disparity in rank is less pronounced than that among the secretary comparisons. The major difference between the offers as they affect the aides compensation occurs at the maximum rate in 1990-91. Under either offer the District ranks 2nd among the comparables at the starting rate in both 1989-90 and 1990-91 and 4th at the maximum rate in 1989-90. In 1990-91, however, under the District's offer drops the rank from 4th to 5th while the Association's offer maintains the ranking at 4th place.

The cooks do not fare quite as well, however. In 1989-90, under either offer, the District maintains a ranking of 3rd at the starting rate and 3rd or 4th at the maximum rate. However, although the District's offer maintains its 3rd place ranking at the starting rate in 1990-91, its rank at the maximum rate drops from 4th to 5th. Under the Association's offer rank is improved at the starting rate by one step and its rank at the maximum rate drops from 3rd to 4th.

Custodians, like the secretaries, fare least well among the bargaining unit employees when the District's offer is compared with other similar districts. Under either offer in 1989-90, at the starting rate and the maximum rate, their wage rate ranks 5th among the nine comparables. In 1990-91, under the District's offer, the wage rate drops from 5th to 6th at the starting rate and the maximum rate while under the Association's offer, rank is improved by one step at the starting rate and maintained at the maximum rate.

How bus drivers fare under the two offers is more difficult to determine since the districts pay their employees in a variety of ways and a per hour rate is not readily available. What is known, however, is that the Association's percentage increase and/or the cents per hour increase proposed to the bus

drivers, like all the employees within the unit, more closely approximates the increases other employees performing similar work in similar districts have received for this same period of time.

While it is recognized that some changes in rank occur as the result of settlements in other districts, the District's offer would be viewed more favorably if the cents per hour increase was not the lowest increase among the comparables in both years. The District has maintained that it is justified in offering a lower percentage increase and/or cents per hour increase because the cost of health insurance has increased 30 percent between 1989-90 and 1990-91 and it is absorbing the entire increase. A review of the insurance rates and extent to which they have increased among the other districts, however, does not support the District in its contention as is demonstrated by the chart below. At least four other districts among the comparables, Cashton, Elroy-Kendall-Wilton, Necedah and Tomah, have also absorbed an approximate 30 percent increase in insurance and have granted wage rate increases higher than the increases proposed by this District.

**COMPARISON OF INSURANCE RATES  
PAID AMONG SIMILAR DISTRICTS**

	1989-90 Rate	1990-91 Rate	Dollar Increase	Percent Increase
Cashton	273.02	365.58	92.56	33.9
E-K-W	263.73	343.01	79.28	30.0
Hillsboro	294.03	338.37	44.34	15.1
Mauston	315.00	378.00	63.00	20.0
Necedah	270.00	350.00	80.00	29.6
Norwalk	200.00	242.63	42.63	21.3
Sparta	282.50	326.06	43.56	15.4
Tomah	216.83	286.25	69.42	32.0
 New Lisbon	 228.00	 296.40	 68.40	 30.0

In addition to the public sector comparison with districts of similar size, the 1990 wage rate created by the Association's offer more closely approximates the rates paid employees performing similar duties in Juneau County and the increases compare more favorably with those increases experienced in the private sector. According to BNA's Collective Bargaining Negotiation and Contract Service, private sector wage rate increases in 1989 averaged 43.1 cents per hour and in 1990 averaged 47.1 cents per hour. Further, the employment cost index indicates wages increased 3.8% in 1989 and over 4% for private sector

white collar workers including clericals and private sector blue collar workers. Given these facts, it is concluded that the Association's offer of 4.5% in 1989-90 and 4% in 1990-91 with increases ranging from 24 to 36 cents per hour compare more readily with the private sector than does the District's proposal of 15 cents per hour in 1989 and 10 cents per hour in 1990.

By concluding that the Association's offer more readily compares with the private sector comparisons, it should be noted that the increase in insurance cost was not ignored. Again, according to the employment cost index benefit costs rose approximately 7.0% for state and local government workers and 6.2 to 6.9% for blue collar and white collar workers during 1990. This figure is arrived at by comparing the increased cost of providing benefits with the overall cost of providing benefits. When a similar comparison is made for the District under the District's offer the percentage increase is 19% and 20% under the Association's offer. Although no dollar amounts are provided so the actual impact of a percentage increase is known, based upon a straight percentage increase comparison, the percentage increase in cost to the Employer is substantially greater than that reflected by the private sector index and if this were the only comparison which were made the District's offer would be favored. However, mitigating against the District's offer is the fact that the increase does not significantly differ from the percentage increases experienced by other employers in the most comparable group, those districts within the labor market area of this Employer. Consequently, the difference noted by this comparison is not determinative of the salary issue in this dispute.

As for total package comparisons and costing of the offers, it is concluded that the information provided is not sufficient to determine which offer is preferred although it appears the District's offer more closely comports with the cost of living as reflected by the CPI for 1989 and 1990 and the employment cost index while the Association's offer does not differ greatly from the total package comparisons among the most comparable districts. When the percentage increases in the total package are compared with the information available it is noted that the District's offer appears to more closely match the percentage increases in the CPI-U for 1989 and 1990 when benefit costs are added to the total package costs and percentage increase in compensation reflected in the employment cost indexes. This is so no matter whether the District's or the Association's method is used in costing the offers. With regard to the settlement pattern among the comparable districts, however, it appears the Association's offer more accurately echoes the cost of living increase established by the settlement pattern. While no actual total package comparisons can be made since the information in this area is limited, it is known that the other districts granted percentage and cents per hour increases in the wage rate greater than the District's offer and similar to the Association's offer and that some absorbed increases in health insurance benefits equal to that being absorbed by this District. Based upon this knowlege, it can only be concluded

that the total package increases of many of the comparable districts equals the cost of the Association's offer and exceeds that of the District's offer. However, since only percentage comparisons can be made and since no actual dollar amounts are known (a factor which affects percentages), the conclusions regarding total package comparisons are insufficient to determine which offer is more preferred.

Having determined that the Association's proposal relative to the wage offer is preferred based upon wage rate increases and comparisons in rank and that the District's argument regarding the increased cost in insurance is not persuasive, the issue of fair share remains to be discussed. While it is evident that the issue of fair share has still not been conclusively settled within this area of the state and the Association has not adequately demonstrated a need for fair share, it is concluded that the Association's request for fair share in its final offer is not determinative in this dispute. A review of the fair share provisions among the comparables indicates that only two of the nine comparables currently grant fair share to its employees. What is significant, however, is that the fair share language proposed by the Association is identical to that which the District has granted its teaching staff. Since the teaching staff does have fair share no persuasive reason has been given by the District as to why the non-teaching staff should be denied fair share language. This is particularly so since the Municipal Employment Relations Act contemplates that employees who unionize shall have access to fair share in order to eventually obligate all employees represented by the union to assume their fair share of the cost associated with collectively bargaining. Based upon these facts, it is concluded that while fair share is not the norm among the comparables it is not unknown to the District and is supported by the internal comparison.

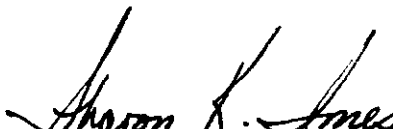
#### CONCLUSION:

In conclusion, it is determined that the Association's offer is preferred based upon wage rate increases and comparisons in rank. It is also concluded that the information regarding total package comparisons with private sector employees, other governmental agencies and with other employees performing similar work is not sufficient to be persuasive in this matter. It is also determined that the increase in insurance absorbed by the District and its major argument for the salary increase it offered, is not significantly different from the increases in insurance absorbed among many of the comparable districts. Consequently, based upon these conclusions which included consideration of the statutory criteria and the arguments of the parties and the discussion set forth above, the following is awarded on page 15 by the undersigned.

**AWARD**

The final offer of the Association, together with the stipulations of the parties and those terms of the predecessor collective bargaining agreement which remained unchanged throughout the course of bargaining, shall be incorporated into the 1989-90 and 1990-91 collective bargaining agreement.

Dated this 19th day of July, 1991 at La Crosse, Wisconsin.

  
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Sharon K. Imes, Arbitrator

SKI:ms