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**WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION**

STATE OF WISCONSIN  
BEFORE THE INTEREST ARBITRATOR

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In the Matter of the Petition of :  
WISCONSIN PROFESSIONAL POLICE :  
ASSOCIATION/LAW ENFORCEMENT :  
EMPLOYEE RELATIONS DIVISION : Case 73, No. 41434  
: MIA-1366  
For Final and Binding Arbitration : Decision No. 25971-A  
Involving Law Enforcement :  
Personnel in the Employ of :  
PORTAGE COUNTY :  
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APPEARANCES: Richard T. Little, Bargaining Consultant, Law Enforcement Employee Relations Division, WPPA, appearing on behalf of the Union.

Philip H. Deger, Personnel Manager, appearing on behalf of the County.

ARBITRATION AWARD

Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, hereinafter referred to as the Association or Union, and Portage County, hereinafter referred to as the County or Employer, were parties to a collective bargaining agreement covering law enforcement personnel in the employ of the County, which expired on December 31, 1988. The parties were unsuccessful in their efforts to negotiate a new contract for 1989 and the Union filed a Petition with the Wisconsin Employment Relations Commission (WERC) on December 16, 1988, to initiate compulsory final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act (MERA). The

Petition was investigated by a member of the WERC's staff, who attempted to mediate the dispute, and, on April 12, 1989, the WERC certified the existence of an impasse and ordered interest arbitration pursuant to the provisions of Section 111.77 of the MERA. The parties selected the undersigned, from a panel of interest arbitrators provided by the WERC and the WERC issued an order dated May 1, 1989, appointing the undersigned as the impartial arbitrator, to issue a final and binding award in the matter pursuant to Section 111.77(4)(b) of the MERA. A hearing was held on July 18, 1989, at Stevens Point, Wisconsin, at which time the parties presented their evidence. Written arguments were filed and received by August 24, 1989. Full consideration has been given to the evidence and arguments presented in rendering the award which follows.

ISSUE IN DISPUTE

The sole issue in dispute relates to the wages to be paid employees in the bargaining unit, other than those employees serving in a newly created position of correction officer. As part of an agreement between the parties reflecting the creation of that new position and its inclusion in the bargaining unit, the parties agreed that the position would pay \$8.67 per hour during 1989.

The expired agreement contained a salary schedule at Appendix "A", which read as follows:

1988 SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>1/1/88</u>
Deputy Sheriff	\$11.34
Sergeant	\$11.90

Detective

\$11.90

Shift differential of .40 cents for every hour worked between the time of 7:00 PM to 7:00 AM.

During the first six (6) months of employment, newly hired employees shall receive 90% of the negotiated base salary level. During the second six (6) months of employment, newly hired employees shall receive 95% of the negotiated base salary. The County may start an experienced recruit at the negotiated base salary level.

In its final offer, the Association proposes to modify the above rates to reflect a 2.5%, across the board increase, effective January 1, 1989, and a second, 2.5%, across the board increase, effective July 1, 1989. The resulting rates would be as follows:

<u>CLASSIFICATION</u>	<u>1/1/89</u>	<u>7/1/89</u>
Deputy Sheriff	\$11.62	\$11.91
Sergeant	\$12.20	\$12.51
Detective	\$12.20	\$12.51

In its final offer, the County proposes to increase the 1988 rates set out above by 3%, across the board, effective January 1, 1989 and to grant the affected employees a \$300.00 lump sum payment, which would not be included in the wage rates. Under the Employer's final offer, the wage rates would be modified as follows:

<u>CLASSIFICATION</u>	<u>1/1/89</u>
Deputy Sheriff	\$11.68
Sergeant	\$12.26
Detective	\$12.26

Under the Association's offer, affected employees would receive the equivalent of roughly a 3.75% increase during the year, which is worth approximately \$885.00 in base wages for a deputy sheriff earning the top rate and working 2080 hours. However, the

hourly rate for such a deputy would be increased or experience a "lift" of approximately 5.026%, which is worth approximately \$1,185.00 per year, in future years. Under the County's final offer, the same deputy would receive a 3% increase in wages, worth approximately \$707.00, plus a \$300.00 lump sum payment for the year, equaling a total of \$1,007.00. However, the wage rate for such a deputy would only be increased by 3% or \$707.00, for purposes of earnings in future years. This difference in "lift" of 23 cents per hour is worth approximately \$478.00 in future years, for straight time hours alone.

In terms of wage cost impact, the Association estimates that 1988 base wages for the affected personnel would increase during 1989 by \$27,983.62 under its offer (from \$816,309.18) and would increase by \$21,764.42 under the County's offer, before consideration is given to the \$300.00 lump sum payments. With those lump sum payments, the cost of the County's offer during 1989 would be increased to \$31,964.42. The County's wage cost estimates show similar results.

In making overall cost estimates, the parties utilized a different package of fringe benefits in their computations. The Association's computations, which included a larger number of fringe benefits, reflect an overall cost increase of \$45,750.37 (or 3.77%) under its final offer and \$50,327.90 (or 4.15%) under the County's final offer. The comparable figures under the County's computations were \$43,688.00 (or 3.88%) and \$48,599.00 (or 4.32%) respectively. Under either method of computation, the difference

between the two final offers, for 1989 only, is between \$4,500.00 and \$5,000.00, or approximately four-tenths of 1%.

#### PARTIES' POSITIONS

In their arguments, the parties address each of the statutory criteria and argue that the most relevant criteria support their respective positions. Those arguments may be summarized as follows:

##### (a) The Lawful Authority of the Employer

The Association notes that neither party has raised any question concerning the lawful authority of the Employer, and argues that this criterion should have no impact on the decision as to which offer is the more reasonable. The County agrees that this criterion is not an issue in this proceeding.

##### (b) Stipulations of the Parties

The Association acknowledges that the parties agreed to several significant matters, prior to the declaration of an impasse, and that those agreements are to be included in the new contract, along with the old provisions which remain unchanged. However, since the dispute in this case relates to wages and neither party submitted information concerning the financial impact of the stipulated agreements, the Association argues that they should be given little weight in determining which offer is the more reasonable.

The County also notes that the parties reached agreement on all contract terms other than wages for law enforcement personnel (other than those hired as correction officers), but argues that

it is significant that the parties have entered into an agreement implementing the new position of correction officer at a rate of \$8.67 per hour, throughout the term of the agreement.

(c) The Interests and Welfare of the Public and the Financial Ability of the County to Meet These Costs.

According to the Association, weight should be given to this criterion to the extent that it refers to the interests and welfare of the public. Those interests are served by maintaining wage levels (as well as other benefits) at a sufficiently high level for law enforcement personnel, to insure both the financial and mental well being of the officers involved. In order to attract and retain the best and most highly qualified officers, it is in the interest and welfare of the public to pay wages (and other benefits) which are desirable and reasonable and support employee morale, and a feeling of accomplishment and pride. In this connection, the Association views the comparison to the salaries paid law enforcement officers employed by the City of Stevens Point to be "one of the most important comparables utilized in these proceedings." Stevens Point police officers received a wage adjustment which exceeded 5% for 1989, the Association notes. If the employees in this unit are required to accept a 3% wage increase for that same time period, even though many of them work out of the same metropolitan community, considerations of morale, accomplishment, and pride will be adversely affected, thereby harming the interests and welfare of the public, according to the Association.

Although the statutory criteria also refers to the ability of the County to meet the costs of the Association's final offer, the Association argues that that aspect of this criteria is not an issue in this case. In support of this position it points to one of the County's exhibits which in effect acknowledges that the County has the economic resources to fund either of the final offers.

The County makes no specific argument based upon this criterion and acknowledges that it is not alleging in this proceeding that it does not have the economic resources to fund either of the final offers submitted by the parties.

(d) Comparison of Wages to the Wages of Other Employees Generally

1. In Public Employment in Comparable Communities.

According to the Association, comparisons under this aspect of this criteria should be drawn to those counties and communities found comparable by Arbitrator Robert J. Mueller in a prior proceeding involving these same parties.<sup>1</sup> Those counties (Marathon, Wood, and Portage) and cities (Wausau, Stevens Point, Marshfield, and Wisconsin Rapids) are reasonably comparable by reason of population, geographic proximity, mean income of employed persons, overall municipal budget, total compliment of relevant department personnel, and wages and fringe benefits paid to such personnel, in the Association's view. On the other hand, according to the Association, some of the comparisons drawn by the County in its exhibits ignore important aspects of comparability, such as

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<sup>1</sup>Portage County, Decision No. 15497-A, dated October 10, 1977.

geographic proximity, and are unsupported by any foundation data, similar to that provided by the Association.

When consideration is given to these comparisons, the Association notes that its final offer would merely allow it to maintain its relative position with respect to the others, based upon the top rate for deputies, the rate normally utilized for such purposes. In fact, the Association notes, under either final offer, deputies in the bargaining unit will remain in fourth position out of seven, as it has for at least the last five years. While this analysis does not include the County's lump sum payment for 1989, inclusion of that sum would be inappropriate for this purpose and would not change the County's rank, according to the Association. On the other hand, the Association's final offer would most closely meet the average dollar and percentage increases granted among this group for 1989, the Association argues. This analysis (which reduces the 1989 annual base rate to reflect a decrease in scheduled hours from 2,087 to 2,080 hours) reflects an average or below average dollar increase or percentage increase under the Association's final offer and below average increases under the County's final offer.

When a comparison is made to the City of Stevens Point, which is of primary concern to the Association in this proceeding, the annual base wage for deputies would fall further behind (whether measured in dollars or percentages) under the County's offer, the Association argues. Under the Association's offer, the annual wage would drop from \$528.60 below to \$485.86 below for a top patrol



officer. Thus, only under its offer would this "progressive downward trend" which began in 1980, be halted, according to the Association. Otherwise, the Association will be faced with the prospect of beginning negotiations for 1990 at an unprecedented \$100.00 per month below the wages paid by Stevens Point.

The "internal" public employment comparables relied upon by the County, do not support the County's offer, according to the Association. First of all, the 3% "pattern" relied upon by the County actually represents the second year of two-year agreements, the Association notes. The negotiations which produced those agreements began in the latter part of 1987 and thus arose out of a potentially different economic climate than that which prevailed when the negotiations leading to this proceeding began. This fact, combined with the fact that non-union and elected officials received increases which exceeded 3% for 1989, requires that the arbitrator give little weight to the internal comparables relied upon by the County, according to the Association.

According to the County, three sets of public sector comparables support a finding that its offer is more reasonable. First, Portage County government comparables for the two-year period of 1988 and 1989 reflect that County bargaining units generally followed the 3% guideline established by the County's finance committee for 1989. Thus, three bargaining units (non-professional, highway, and parks) received 3% increases and three units of nursing home employees only received 2% increases on July 1 of each year. Only 61 employees in a professional bargaining

unit (comprising 15% of County represented employees) received an increase in excess of 3%. However, it is significant, according to the County, that those employees received a lump sum wage payment during 1988 and seven of their number received a special pay adjustment pursuant to an arbitration decision. While non-represented employees (other than eight elected officials whose salaries were determined for two years in advance) in some cases received merit increases exceeding 3%, those increases were funded by "turnover savings," the County notes.

Secondly, the County argues that, contrary to the Association's contention, increases granted by the City of Stevens Point support its final offer. Thus, three bargaining units (comprising 50% of City represented employees) agreed to major modifications in contract language, in exchange for the wage adjustments they received in the second year (1989) which are arguably similar to those sought by the Association herein. The increases received by the police and firefighters (who represent 41% of City represented employees) involved split increases which were less extreme than that proposed by the Association here and end of the year payments which represented similar, cost saving changes in contract provisions.

Thirdly, "central Wisconsin" comparables, including most of those relied upon by the Association, also support a 3% increase, according to the County. While some city settlements were somewhat higher, there were special explanations in some cases, such as Wisconsin Rapids, which involved a lump sum settlement in 1987 and

a wage freeze in 1988, followed by a 4.0 to 4.25% settlement in 1989.

2. In Private Employment in Comparable Communities.

The Association did not offer any evidence or advance any arguments, based upon private sector comparisons. However, at the hearing, it did question the relevance and weight which should attach to the private sector comparisons relied upon by the County.

While the County acknowledges that it is difficult to make comparisons to the private sector in the case of law enforcement personnel, it argues that the limited, available evidence concerning this aspect of the comparison criterion supports the reasonableness of the wages being paid to deputies employed by the County. Those wages generally exceed wages earned by employees holding private sector security jobs in the County and are above average in terms of statewide wages paid in the private sector.

(e) Average Consumer Prices for Goods and Services, Commonly Known As the Cost of Living.

According to the Association, this criterion lends greater support to its final offer than the final offer of the County. Thus, while the actual dollar cost of both final offers is below the relevant increase in the Consumer Price Index, in its view, the Association's offer is unusual in this case, in that it is lower than the County's final offer in this respect. The Association asserts that it remained cognizant of the current economic climate when it formulated its final offer and argues that it should be found to be more reasonable under this criterion.

According to the County, this criterion does not support the need for an increase in the magnitude sought by the Association. According to the County, its wage settlements have generally kept pace with changes in the Consumer Price Index in recent years, especially when those changes are computed for non-metropolitan urban areas, as they should be, according to the advice which the County claims to have received from the Department of Industry, Labor and Human Relations. Further, the County notes, the total cost of its final offer for 1989 will exceed this measure of the "cost of living," according to data available through June 1989.

(f) Overall Compensation

Neither party submitted separate exhibits relating to this criterion. However, their exhibits relating to the overall cost of their respective offers did include a breakdown of the cost of various fringe benefits. As noted above, the Association focuses on its perceived need to increase wage rates, especially in relation to the City of Stevens Point. The County focuses its arguments, in connection with this criterion, on the overall cost of the two final offers, noting that its final offer is worth more than the Association's final offer, regardless of which combination of fringe benefits is used for this purpose.

(g) Changes in the Foregoing Circumstances During the Pendency of This Proceeding.

The Association has not attempted to supplement the record in this proceeding with any data in connection with this criterion. The County asserts that there has been a relevant settlement

involving Wood County deputies for 1989 and 1990. If accurate, that information is generally consistent with exhibits introduced into evidence at the hearing by both parties, which reflected that such employees, at most, stood to receive two, split 2% increases in 1989. In fact, that is what occurred, as part of a two-year agreement, according to the County.

(h) Other Factors.

Both parties advance arguments concerning the propriety of the lump sum payment proposed by the County. Those arguments generally relate to this particular criterion.

According to the Association, the lump sum payment proposed by the County is not justified, based upon the evidence presented. The Association notes that County exhibits identify several reasons why the proposed lump sum payment is reasonable in this case and argues that none of those reasons is relevant to this proceeding. Thus, while such provisions may not be "uncommon" if they were included in 28% of major labor contract settlements in 1988, the key word in this statistic is the word "settlements." Further, while the County points to four public sector cases in Wisconsin involving lump sum payments, only one of those cases involved an arbitrated settlement, according to the Association. Finally, while lump sum payments may have been agreed to in the paper industry in central Wisconsin, those agreements were also voluntary, the Association notes. On the other hand, it points out, there is no evidence of any comparable public sector employee utilizing a lump sum bonus in 1989. While they may serve as an

incentive to ratify contracts, as alleged, that purpose is not applicable here. Nor is their use to help bring about changes in "terms and conditions." Their use here would not provide internal equity and would exacerbate external equities, according to the Association. In sum, while such bonuses do have a place in collective bargaining, this is not an appropriate situation calling for utilization of a lump sum payment, in the Association's view.

According to the County, the use of a lump sum payment in this case constitutes a more creative, consistent and common sense alternative than the split increase proposed by the Association. It will allow the County to increase compensation during the term of the agreement, without unduly increasing the base rate. As arbitrator Krinsky has held in a case involving the use of a lump sum payment<sup>2</sup>, there is nothing inherently unreasonable or illegal about their use, even though they may be viewed as less desirable from the Union's viewpoint, and, therefore, both final offers must be evaluated on their relative merits, when one of the final offers contains such a proposal. Such proposals are not uncommon, being included in 28% of the major private sector labor contract settlements for 1988; in the paper manufacturing industry in central Wisconsin; and in a number of public sector settlements. Here it allows the County to maintain its 3% base rate increase; allow the Association to maintain its leading status among County bargaining units, without creating demands for "catch-up;"

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<sup>2</sup>Walworth County (Department of Social Services) Decision No. \_\_\_\_\_, dated March 24, 1987.

recognizes the value of several significant trade-offs in these negotiations; minimizes the problem of wage compression that exists between bargaining unit employees and first line supervision in the sheriff's department; and maintains proper equity with relevant external comparables and, for 1989, with the cost of living standard. On the other hand, the Association's split increase proposal jeopardizes these considerations while exceeding any sheriff's unit in Wisconsin in terms of lift for 1989; exceeding any law enforcement comparable in central Wisconsin (including Wisconsin Rapids, when viewed in context of the two prior years); exceeding the "lift" of any County unit for 1989; and exceeding the "lift" received by any City of Stevens Point unit, when proper consideration is given to trade-offs in those negotiations.

#### DISCUSSION

In general, the undersigned would agree with the relative importance accorded the various statutory criteria by the parties in this proceeding. Thus, the lawful authority of the Employer is not implicated by either offer.

While the undersigned does not agree with the Association, and its contention that the stipulations of the parties should be given "little weight," it is clear that they should not be given controlling weight. They do help explain the County's stated rationale for its lump sum payment proposal and the basis for the Union's exhibits which reflect smaller dollar and percentage gains on an annual basis than would otherwise be the case, if it were not for the fact that the number of scheduled hours was reduced from

2,087 to 2,080. The Association makes a valid point when it argues that the interests and welfare of the public are served by the establishment and maintenance of wages (and other benefits) which are both reasonable and equitable, from the perspective of law enforcement personnel. While the interests and welfare of the public also require that consideration be given to the relative financial burden created by any settlement, it is undoubtedly true, as both parties concede, that the County has the ability to pay the costs of either offer. In fact, as noted above, the actual cost difference in 1989 is minimal and favors the Association's position. The most significant difference between the two offers lies in their future impact, with the Association's offer having the greater impact on future costs.

Both parties place their greatest emphasis on the comparisons they have drawn, in support of their respective offers. In the view of the undersigned, this is understandable, based upon the nature of the issue presented. Also understandable, is the relative importance each party attaches to "internal" versus "external" comparisons.

In essence, the County relies heavily upon the "pattern" created by the second year of its agreements with other bargaining units and its pay plan established for non-represented employees. Even so, it also maintains the position that other contiguous and otherwise comparable counties and communities have reached settlements with their employees which are not dissimilar from this claimed "pattern." For its part, the Association alleges that its



offer is not above average, when viewed in terms of its impact for 1989, and justified in order to avoid further erosion vis-a-vis law enforcement personnel employed by the City of Stevens Point. In its view, these considerations should override the County's claim of an internal "pattern" for 1989, which was the second year of the agreements relied upon by the County.

These conflicting viewpoints, which the County aptly described as "ships passing in the night," are particularly troubling in this case, because they are generally supported by the evidence and the two offers are both reasonable, in the view of the undersigned. While the undersigned is inclined to accept the Union's position with regard to the comparative justification for its offer, a number of points can be made in support of either position.

Thus, it is true that the internal comparisons favor the County's offer. If the "second year" aspect of the internal comparisons is disregarded, a 3% settlement, with a lump sum payment would appear to be reasonable. However, it is difficult to disregard the "second year" aspect of the internal comparison and it is also difficult to disregard the fact that non-represented employees received average increases closer to the 3.75% increase for 1989 generated by the Union's proposal. While that proposal would provide a lift of slightly more than 5% for future years, the County's \$300.00 lump sum proposal, unlike the merit increases, would not be added to the rate. Also, it should be noted that the internal increases were not uniform, with a significant group of professionals receiving different treatment, just as the deputies

here seek different treatment. Finally, the record fails to establish that internal comparisons have, in the past, served as an important or controlling consideration in establishing settlements with this bargaining unit.

Logically, there is a sound basis for comparing law enforcement personnel with other law enforcement personnel. Not only is the nature of their work significantly different than that which is performed by blue collar and white collar employees in the same community, a separate statutory procedure exists, and has existed for many years, for the establishment of their wages, hours and working conditions. Thus, while the County's exhibits show that comparable counties and communities have achieved settlements with non-law enforcement groups tending to support the County's position, there are significant exceptions, particularly in the case of law enforcement personnel. The most dramatic example involves police in Wisconsin Rapids who received a \$1,300.00 across the board increase, equal to a 5.12% gain, even though they were already the highest paid group among the comparables relied upon by the Union. While the County points out that there was a wage freeze in Wisconsin Rapids, the increase granted to law enforcement personnel was apparently greater than that which was granted to other personnel, according to County figures. In the City of Marshfield, most units settled for 3% wage increases in 1989 and 1990, but larger increases were granted to police and fire units. While it is difficult to say that the same phenomenon prevailed in the City of Stevens Point, the increases granted to police and

firefighters in that community, which is obviously very significant for purposes of this dispute, clearly support the increase sought by the Association. Only the Wood County settlement referred to by the County in its brief, lends support to the County's position in this proceeding. At the time of the hearing, Marathon County had not settled and the record here contains no evidence that it has done so subsequently. However, it is perhaps significant that, according to the County's information, Marathon County had settled with all units but its deputy sheriffs and professional employees for 3% in 1989 and two, 2% increases in 1990.

If the County's final offer in this proceeding is accepted, the difference between the earnings of County law enforcement personnel and law enforcement personnel employed by the City of Stevens Point will increase, both in terms of dollars and percentages. This is true, regardless of whether those differences are measured on an hourly basis, a monthly basis, or an annual basis. As the Union points out, it will begin negotiations for 1990 at a point which is that much further behind their counterparts who work in the same community with a majority of their members. In fact, while the undersigned can understand the County's motivation for maintaining the 3% "pattern," its proposal, if accepted, could be described as "short sighted" in this respect. While the County was apparently prepared to spend \$300.00 to "buy" a contract which would not disturb the "pattern" which it seeks to preserve, success in that effort would help to create a disadvantage in bargaining, at least to the extent that external,

law enforcement comparisons are deemed significant under the interest arbitration statute. On the record here, the undersigned is inclined to give those comparisons controlling weight.

The other comparisons of record, particularly the private sector comparisons drawn by the County, are helpful, but necessarily carry less weight. While private sector comparisons are frequently difficult to make, because of the relative unreliability of data, the private sector comparisons here, as the County acknowledges, are also questionable because of significant differences in the duties performed by security personnel and law enforcement personnel.

Turning to the cost of living criteria, the undersigned does not doubt that the County received the advice indicated from the Department of Industry, Labor and Human Relations, i.e., that the index for "non-metropolitan areas (as opposed to "small metropolitan areas') was more appropriate for Portage County. However, the potential for variations within both non-metropolitan and small metropolitan areas is so great as to draw into serious question the utility of those measures or any measure of the "cost of living," short of one which is truly local or extremely broad. However, putting aside considerations of which index should be used, this criteria would appear to support the Association's offer for purposes of 1989 cost. The question of which offer is supported by this criteria for purposes of future wage rates does depend to some extent upon which index is used. However, there is not sufficient difference between the two offers to give this

criteria great weight.

There is insufficient evidence in the record to draw comparisons on the basis of overall compensation. However, based upon the available evidence, it is clear that deputies enjoy and will continue to enjoy a variety of fringe benefits which probably place them in good stead with their peers in comparable communities. Even so, there is no indication that they receive all possible fringe benefits or any benefits which might be deemed unusual for law enforcement personnel.

As to changes in the foregoing criteria during the pendency of this proceeding, the only change which has apparently occurred involves the Wood County settlement. That settlement, if accurately described by the County in its arguments, was consistent with the proposal of the Union representing its law enforcement personnel.

Finally, with respect to the parties' arguments concerning the propriety of a lump sum payment, the undersigned would indicate his general agreement with the rationale attributed to Arbitrator Krinsky. There is nothing inherently wrong or illegal about such a proposal. However, as the Union points out, such proposals are most frequently used as a device for achieving a voluntary settlement, under circumstances where it makes sense to hold down the rate, by offering employees a temporary increase in their take home pay. While the undersigned does not believe the County's proposal was unreasonable in this case, he agrees with the Association that its proposal for a split increase is somewhat more

reasonable, for the reasons stated above.

For the above and foregoing reasons, the undersigned renders the following

AWARD

The final offer of the Association shall be incorporated into the parties' 1989 collective bargaining agreement, along with the stipulated matters agreed to by the parties and those provisions from the prior agreement which are to remain unchanged.

Dated at Madison, Wisconsin this 8th day of September, 1989.

  
George R. Fleischli  
Arbitrator