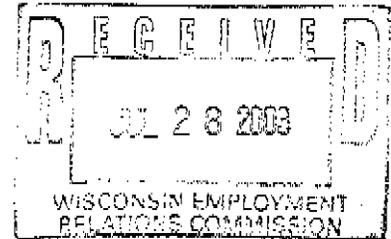


University of Wisconsin-Madison



School of Business

Grainger Hall
975 University Avenue
Madison, Wisconsin 53706-1323



SOLOMON B. LEVINE, Arbitrator

In re the matter of interest arbitration

Between

School District of Superior (support staff)
AFSCME, AFL-CIO, Local 1397
"Union"

And

School District of Superior, Wisconsin
"District"

Case 125
No. 60099
INT / ARB-9280

A hearing was held for this case on February 13, 2003, at 3025 Tower Avenue, Superior, Wisconsin, beginning about 9:30 a.m. It adjourned at 12:40. Each party was given full opportunity to advance arguments, to present exhibits, and to call upon sworn witnesses. Each also was offered ample opportunity to cross-examine witnesses and make rebuttals.

Appearances:

Mr. James E. Mattson, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of
the Union

Mr. Harold Lehtinen, AFSCME Council 40, on behalf of the Union

Ms. Shannon L. Day, Lathrop & Clark, on behalf of the School District

Also Present:

Mr. John Amadio, Business Manager, School District

Mr. Gerald Peck, Assistant Superintendent

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The parties differ in the amount of their wage offers. The Union offered a two-year contract with a wage increase of 3 percent across the board beginning July 1, 2001 and repeated the second year beginning July 1, 2002. The District offered 1 percent for 2001-2002 and 1.5 percent for 2002-2003. This is the first time that these parties have ever sought interest arbitration on contract negotiations. Negotiations for this contract started early in 2001. The contract expired June 30, 2001. Mediation began in November 2001. The parties made their final offers in November 2001. The District filed for a Declaratory Ruling in June 2002. The Union moved to dismiss the DR petition. WERC granted a dismissal in May 2002. A list of Arbitrators was appointed in September 2002 and Solomon Levine was designated on October 24, 2002.

Discussion and Award

The Arbitrator according to the law must choose one or the other offer in its entirety. After considering the transcript, the briefs, and the reply briefs, the Arbitrator has selected the offer made by the District. The factor given greatest weight is the relative costs of the two offers; the Union's offer would put undue strain on the revenue limit as described in the law. Thus the Arbitrator has no choice but to select the District's offer.

signed


Arbitrator

date

