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In the Matter of the Arbitration of

MADISON MUNICIPAL EMPLOYEES, LOCAL 60
AFSCME, AFL-CIO

vs.

MADISON METROPOLITAN SCHOOL DISTRICT

* * * * *

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Case No. CVIII
No. 26408
MED/ARB-768
Decision No. 18014-A

INTRODUCTION

The Madison Metropolitan School District (hereafter Board) and the Madison Employees, Local 60 AFSCME, AFL-CIO (hereafter Union) reached impasse in bargaining for a collective bargaining unit consisting of food service workers. The Union petitioned the Wisconsin Employment Relations Commission (WERC) for mediation arbitration and Arlen Christenson of Madison, Wisconsin was appointed mediator arbitrator. Mediation proved unsuccessful and an arbitration hearing was conducted in Madison, Wisconsin, on October 24 and November 25, 1980. Both parties had full opportunity to present evidence and argument. The proceedings were reported and transcribed. Post hearing briefs were received by the arbitrator by January 28, 1981. On March 9, 1981, the arbitrator requested information from the parties regarding settlements reached during the pending of this proceeding. The requested information was received by April 14, 1981.

APPEARANCES

Mr. Clarence L. Sherrod, Legal Counsel, appeared on behalf of the Board.

Mr. Walter J. Klopp, District Representative, appeared on behalf of the Union.

FINAL OFFERS

The Board's Final Offer is a two-year agreement that gives all the Food Service Workers a 23 cent increase effective

January 1, 1981, and in the second year the District's Final Offer gives Ranges 4, 6 and 10 a 32 cent an hour increase and gives Ranges 8 and 12 a 40 cent an hour increase to be effective on August 1, 1981.

The Union Final Offer is a two-year contract and gives the Food Service Workers a 45 cent increase effective June 22, 1980, and a 50 cent increase effective June 22, 1981. In addition, their Final Offer calls for amending Section 10.04 of the previous contract to include Good Friday as a paid holiday.

DISCUSSION

The final offers place at issue two provisions of the collective bargaining agreement: wages and a Good Friday holiday. The parties have concentrated most of their attention on the wage issue and that matter will be discussed first.

Wages

The Union argues forcefully that the Board's wage offer of 23 cents per hour increase effective January 1, 1981 (the middle of the 9 month working year for the bargaining unit employees) amounts to only 11.5 cents per hour averaged over the year. In percentage terms, the 11.5 cents is only a 3 percent increase over the wage being paid before January 1. In the second year of the agreement as proposed by the Board the Union contends that the wage increase would range from 9.3 percent to 7.4 percent depending upon the employee's classification. This, the Union argues, is wholly inadequate in view of other settlements, wages being paid in comparable employment and the increased cost of living.

The Board, on the other hand, points out that the increase in total compensation from the 1979-80 contract year to the 1980-81 contract year under its final offer is 9.7 percent. In the second year of the proposed two year contract

its final offer would provide an increase in total compensation averaging 9.94 percent. This, the Board argues, is reasonable in the light of other settlements, past practice, internal and external comparables, and economic circumstances.

The Union's offer is calculated by the Union to be approximately a 11 percent wage increase in each year of the two year agreement. The Board calculates the "total compensation" increase under the Union's offer as 17.78 percent in the first year and 11.21 percent in the second.

One of the primary points of disagreement, as outlined above, is over the appropriate way of calculating the proposed increases in percentage terms. The employees in the bargaining unit received a mid-year increase in 1979-80 of 40 cents an hour. The Board contends that the only fair way to calculate such a wage increase is to compare the total compensation paid during the past contract year with the total paid in the next. The Union, on the other hand, argues that the increase negotiated last year should not effect this year's bargaining and the only fair way of looking at the wage increase proposals is to compare the wages being paid at the end of one year with those proposed for the next. In my view neither of these arguments can be said to be wrong. Both are an accurate reflection of reality from a particular point of view. In other words, it is true, as the Union points out, that the Board's offer provides a very small increase in wages over those being paid now. It is also true that the increase from one year to the next if the entire year's wages are compared is substantially larger.

The Board goes on to argue that its method of calculation is the one used in bargaining with other units and the method used historically in bargaining with this unit. It is also the method used by the Board in establishing "parameters" for bargaining by its representatives. For this year, the Board points

out, the bargainers were instructed to limit increases in total compensation to 9.5 percent. The Union points out that the 9.5 percent limitation has been exceeded in other settlements, most notably the settlement with the teachers, which the Board calculated at 10.75 percent. During the pendency of this proceeding two other settlements have been reached, one by agreement and another by arbitration, which also substantially exceed the 9.5 percent guideline.

The Union also argues that the Board's offer is entirely too low in view of compensation paid employees in comparable public employment in the area. Food Service workers employed by Dane County and the State of Wisconsin are paid substantially higher wages. Workers employed by other school districts, the Union argues, are paid as much as \$2.00 an hour more than food service employees of the Madison District. The Board contends that the food service employees of the State and Dane County do not do comparable work and should not be considered as comparable employees. In comparison to other school district employees, the Board argues, the Madison District food service workers rank at or near the top in starting salary.

I find the Union's arguments regarding comparability to be persuasive. With respect to the comparison of settlements with other bargaining units with which the Board has settled it seems clear that the 9.5 percent guideline has been exceeded where necessary. The teachers' settlement and the settlement with the clerical unit substantially exceeds 9.5 percent. The arbitration award in the custodial and maintenance unit also was substantially in excess of 9.5 percent. Most of the other settlements also exceeded the Board guideline by smaller amounts. The question becomes whether or not there is justification in this particular unit for a higher than average wage settlement.

I find the Union's arguments regarding external comparables the more persuasive. The Board presented evidence showing that among the school districts it had selected for comparison the food service workers in the Madison District ranked at or near the top in beginning wages. The districts selected for comparison were seven other Dane County districts together with Milwaukee, Eau Claire and Oshkosh. The Union's comparables included one additional Dane County school district as well as food service employees of Dane County and the State of Wisconsin. It is not clear to me why the Board chose to include Milwaukee, Eau Claire, and Oshkosh except that information regarding those districts were readily available. In making comparisons for purposes of this award I have decided to exclude them although it is unlikely that their inclusion would change the picture very much.

The substantial majority of bargaining unit employees are experienced Food Service Workers II. For that reason I believe that the most meaningful comparisons are at the top of the range for Food Service Workers II. Making those comparisons I find that if the Board's offer were adopted the food service workers in the Madison school district would rank 4th among the 9 school districts in the area and 6th of 11 if Dane County and the State of Wisconsin are included. The Union's offer would result in a ranking of 2nd and 4th respectively. The average hourly rate among the eight school districts excluding Madison is \$4.59 compared with the Board's offer of \$4.54, and the Union's \$4.78. If the Dane County and State units are included the average rises to \$4.80. I also conclude that Dane County and the State of Wisconsin should be included as comparable. There are differences between the employers and the nature of the work. The similarities, however, outweigh the differences.

The Union has made out a persuasive case for the need for a substantial wage increase to bring the food service workers

into line with other comparable employees in public employment in the area. The Board's offer would result in a wage that is below average even if comparisons are limited to neighboring school districts. With the inclusion of Dane County and the State of Wisconsin the comparison comes out substantially below average. The Union's offer would result in a wage level just below average if all of the comparables are included and 19 cents an hour above average if comparisons are limited to school districts.

I find the Board's wage offer to be inadequate on the basis of external comparables. Internal comparisons establish that wage settlements in excess of the guidelines established by the Board are authorized when circumstances seem appropriate. The Union's offer exceeds what I would choose given a free hand. As between the two offers before me, however, I find the Union's offer the more reasonable.

Good Friday Holiday

The Union contends that all other employees of the Board receive a Good Friday holiday "in one form or another." The Board contends that the teachers, substitute teachers and school aides do not receive the holiday although the clerical group and the custodial-maintenance unit do. The Board draws the distinction between employees who work twelve months a year (clerical and custodial-maintenance) and those who work 9 months (teachers, aides and food service workers).

Good Friday is a day off for food service workers because the schools are not open that day. The question is whether it should be a day off with pay or without. I find this issue to be a stand-off. Teachers and aides are not paid for the day. Clericals and custodial-maintenance people are. Into which category do the food service workers fall? The nine month/twelve month distinction has some attraction. But

another equally attractive distinction, used by the Board in another context, is between those directly involved in instruction and those who are not. In any event I find it unnecessary to resolve this issue with finality because my conclusion that the Union's offer on the principle issue of wages is preferable is determinative.

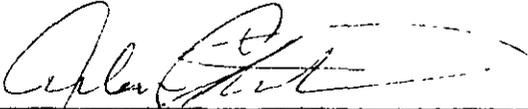
CONCLUSION

Because I find that on balance the Union's final offer on wages is to be preferred over the Board's I conclude that the Union's final offer should be adopted. This is a close question. As in most final offer proceedings, I find myself not entirely satisfied with the outcome. The Union's wage offer is somewhat higher than I would have liked. The Board's, however, would perpetuate what I have concluded is an inappropriate status for the employees in this bargaining unit relative to their counterparts in public employment in the area. The Union's final offer should prevail.

AWARD

It is my Award that the Union's final offer shall be and is hereby adopted. It shall be incorporated into the collective bargaining agreement as required by law.

Dated this 25th day of April, 1981.



Arlen Christenson, Arbitrator