WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE ARBITRATOR

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| In the Matter of the Mediation/ Arbitration Between | : | |
| COLUMBUS SCHOOL DISTRICT | : | |
| and | : | AWARD AND OPINION |
| COLUMBUS ASSOCIATE PERSONNEL, CAPITAL AREA UNISERV - NORTH | : | Decision No. 19335-A |

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|---|---|
| Case No. | XII No. 28229<br>MED/ARB - 1254 |
| Hearing Date | March 31, 1982 |
| Appearances: | |
| For the Employer | Mulcahy & Wherry, S. C.,<br>Attorneys at Law, by<br>MR. STEVEN A. VEAZIE<br><br>MR. D. D. MORTIMER,<br>District Administrator |
| For the Union | MR. A. PHILLIP BORKENHAGEN,<br>Executive Director |
| Mediator-Arbitrator | MR. ROBERT J. MUELLER |
| Date of Award | June 25, 1982 |

## JURISDICTIONAL FACTS

On or about March 1981, the above named parties commenced negotiations toward reaching agreement on a successor contract to a labor agreement that was due to expire on June 30, 1981. Under date of June 19, 1981, the Columbus Associate Personnel, Capital Area Uniserv-North, hereinafter referred to as the "Union", filed a petition with the Wisconsin Employment Relations Board to initiate mediation/arbitration as provided in the Municipal Employment Relations Act. The matter was thereafter processed through the available procedure, an impasse subsequently found to exist, and the undersigned was subsequently selected and appointed as mediator/arbitrator by Order issued by the Wisconsin Employment Relations Commission under date of February 16, 1982.

No public hearing was requested or held. On March 31, 1982, mediation was conducted between the parties at which time diligent efforts were made on behalf of both parties to resolve the remaining issues on which the parties did not have agreement. Resolution of one of the issues previously certified by both parties as part of their final offers, was resolved and, by agreement of both parties, their respective final offers were modified to reflect the removal of such settled issue. The remaining issues, despite earnest effort at resolution thereof by both parties, remained unresolved. Both parties were afforded an opportunity to modify their final offers or to withdraw such finals as provided by the Wisconsin Statutes. The matter was thereafter set to be heard in arbitration and written notice given to the parties thereof for the date of April 7, 1982. Neither party thereafter offered to

modify or withdraw their final offers and the matter then came on for hearing before the undersigned in arbitration on April 7, 1982. The parties were present at such hearing and were afforded full opportunity to present such evidence, testimony and arguments as they deemed relevant. Post-hearing briefs and reply briefs were thereafter exchanged through the mediator/arbitrator.

## FINAL OFFERS OF THE PARTIES

The first unresolved issue between the parties involved a proposal by each of the parties to delete the existing language of Article VIII, Section E of the prior labor agreement dealing with prorata benefits and the substitution in lieu of such provision, new paragraphs E and G as follows:

The Board proposed the following as paragraphs E and G of Article VIII.

"E. Pro Rata Benefits.

"For purposes of applying leaves, full-time employees are those who work at least 6 hours per day and:

1. 180 days per year (food service);

2. 190 days per year (aides);

3. 240 days per year (clerical and secretarial); or

4. 260 days per year (custodial and maintenance).

"Such employees shall receive full benefits. Employees who work less hours per day or less days per year than specified above shall receive pro rata benefits based on the number of hours or days they are scheduled to work in proportion to the hours or days required for full-time employees. Employees who are scheduled to work less than half-time (e.g.), 600 hours per year) shall not be eligible for benefits.

"G. Pro Rata Benefits.

"For purposes of applying insurance benefits, full-time employees are those who work at least 6 hours per day and:

1. 180 days per year (food service);

2. 190 days per year (aides);

3. 240 days per year (clerical and secretarial); and

4. 260 days per year (custodial and maintenance).

"Such employees shall receive full benefits. Employees who work less hours per day or less days per year than specified above shall receive pro rata benefits based on the number of hours or days they are scheduled to work in proportion to the hours or days required for full-time employees. Employees who are scheduled to work less than half-time (e.g., 600 hours per year) shall not be eligible for benefits."

The Union offered the following final offer proposal as paragraphs E and G of Article VIII as follows:

"E. Pro-Rata Benefits

"For purposes of applying leaves, full-time employees are those who work at least six (6) hours per day and:

150 days per year (food service and aides);

190 days per year (clerical, secretarial, custodial and maintenance)

"Such employees shall receive full benefits. For those employees working less hours per day or less days per year than specified above, leaves shall be pro-rated by comparing the number of hours worked per day or days per year to an eight (8) hour workday or

180 days workyear (food service),

190 days workyear (aides),

240 days workyear (clerical, secretarial),

260 days workyear (custodial, maintenance);

whichever ratio (by hours or days) yields the lesser proportion.

"G. Pro-Rata Benefits

"For purpose of applying insurance benefits, full-time employees are those who work at least six (6) hours per day and:

150 days per year (food service and aides);

190 days per year (clerical, secretarial, custodial and maintenance).

"Such employees shall receive full benefits. For those employees working less hours per day or less days per year than specified above, leaves shall be pro-rated by comparing the number of hours worked per day or days per year to an eight (8) hour workday or:

180 days workyear (food service),

190 days workyear (aides),

240 days workyear (clerical, secretarial),

260 days workyear (custodial, maintenance);

whichever ratio (by hours or days) yields the lesser proportion."

The second issue between the parties concerned the appropriate salary schedules, the number of steps to be contained in each, and the amount of additional head pay to be payable to specified lead persons. Within such salary schedule dispute the Union also raises an issue requesting the payment of shift differential for custodial and maintenance employees effective the second year of the two year proposed agreement.

The final offers of the two parties on such issue are as follows:

BOARD FINAL OFFER:

## Appendix A

### Salary Schedule for Aides

| 1981-82 (40¢ increase) | | 1982-83 (42¢ increase) | |
|---|---|---|---|
| 1 | 4.25 | 1 | 4.67 |
| 2 | 4.35 | 2 | 4.77 |
| 3 | 4.45 | 3 | 4.87 |
| 4 | 4.55 | 4 | 4.97 |
| 5 | 4.65 | 5 | 5.07 |
| 6 | 4.75 | 6 | 5.17 |

## Appendix B

### Salary Schedule for Clerical and Secretarial

| 1981-82 (44¢ increase) | | 1982-83 (45¢ increase) | |
|---|---|---|---|
| 1 | 4.49 | 1 | 4.94 |
| 2 | 4.59 | 2 | 5.04 |
| 3 | 4.69 | 3 | 5.14 |
| 4 | 4.79 | 4 | 5.24 |
| 5 | 4.89 | 5 | 5.34 |
| 6 | 4.99 | 6 | 5.44 |

Head Building Secretary

additional

| | |
|---|---|
| Fuller and Dickason | $.35/hr. |
| High School | $.60/hr. |

## Appendix C

### Salary Schedule for Custodial and Maintenance

| 1981-82 (46¢ increase) | | 1982-83 (45¢ increase) | |
|---|---|---|---|
| 1 | 4.76 | 1 | 5.21 |
| 2 | 4.86 | 2 | 5.31 |
| 3 | 4.96 | 3 | 5.41 |
| 4 | 5.06 | 4 | 5.51 |
| 5 | 5.16 | 5 | 5.61 |
| 6 | 5.26 | 6 | 5.71 |
| Head Maintenance | 7.31 | Head Maintenance | 7.76 |

Head Custodian

additional

| | |
|---|---|
| Fuller and Hampden | $.35/hr. |
| Dickason | $.50/hr. |
| High School | $.75/hr. |

(No shift differential.)

Appendix D

Salary Schedule for Food Service

| 1981-82 (40¢ increase) | | 1982-83 (42¢ increase) | |
|---|---|---|---|
| 1 | 4.05 | 1 | 4.47 |
| 2 | 4.15 | 2 | 4.57 |
| 3 | 4.25 | 3 | 4.67 |
| 4 | 4.35 | 4 | 4.77 |

Head Cook

additional

| | |
|---|---|
| Hampden | $.20/hr. |
| High School | $.25/hr. |
| Dickason | $.30/hr. |

UNION FINAL OFFER.

APPENDIX A

SALARY SCHEDULE FOR AIDES

| 1981-82 School Year | 1982-83 School Year |
|---|---|
| Step/Rate | Step/Rate |
| 1. $4.25/hour | 1. $4.70/hour |
| 2. $4.35/hour | 2. $4.80/hour |
| 3. $4.45/hour | 3. $4.90/hour |
| 4. $4.55/hour | 4. $5.00/hour |
| 5. $4.65/hour | 5. $5.10/hour |
| 6. $4.75/hour | 6. $5.20/hour |
| 7. $4.85/hour | 7. $5.30/hour |
| 8. $4.95/hour | 8. $5.40/hour |

/Note: Employees will progress one step per year of service to the District, determined by their 1980-81 placement on the schedule; i.e., assume 1980-81 placement is Step 6, therefore 1981-82 placement is Step 7 and 1982-83 placement is Step 8.7

APPENDIX B

SALARY SCHEDULE FOR CLERICAL AND SECRETARIAL

| 1981-82 School Year | 1982-83 School Year |
|---|---|
| Step/Rate | Step/Rate |
| 1. $4.45/hour | 1. $4.90/hour |
| 2. $4.55/hour | 2. $5.00/hour |
| 3. $4.65/hour | 3. $5.10/hour |
| 4. $4.75/hour | 4. $5.20/hour |
| 5. $4.85/hour | 5. $5.30/hour |
| 6. $4.95/hour | 6. $5.40/hour |
| 7. $5.05/hour | 7. $5.50/hour |
| 8. $5.15/hour | 8. $5.60/hour |

| Head Building Secretary | | Head Building Secretary | |
|---|---|---|---|
| Additional | | Additional | |
| Fuller | $.45/hour | Fuller | $.45/hour |
| Dickason | $.55/hour | Dickason | $.55/hour |
| High School | $.65/hour | High School | $.65/hour |

/Note: Employees will progress one step per year of service to the District, determined by their 1980-81 placement on the schedule; i.e., assume 1980-81 placement is Step 6, therefore 1981-82 placement is Step 7 and 1982-83 placement is step 8./

APPENDIX C

SALARY SCHEDULE FOR CUSTODIAL AND MAINTENANCE

| 1981-82 School Year | 1982-83 School Year |
|---|---|
| Step/Rate | Step/Rate |
| 1. $4.70/hour | 1. $5.15/hour |
| 2. $4.80/hour | 2. $5.25/hour |
| 3. $4.90/hour | 3. $5.35/hour |
| 4. $5.00/hour | 4. $5.45/hour |
| 5. $5.10/hour | 5. $5.55/hour |
| 6. $5.20/hour | 6. $5.65/hour |
| 7. $5.30/hour | 7. $5.75/hour |
| 8. $5.40/hour | 8. $5.85/hour |

| Head Custodian Additional | | Head Custodian Additional | |
|---|---|---|---|
| Fuller and Hampden | $.45/hour | Fuller and Hampden | $.45/hour |
| Dickason | $.60/hour | Dickason | $.60/hour |
| High School | $.80/hour | High School | $.80/hour |
| Head Maintenance | | Head Maintenance | |
| $7.35/hour | | $7.95/hour | |

Effective with the 1982-83 portion of this Agreement: In addition to the established Pay Schedule, employees who are employed by the District beyond the common workday (first shift) shall be paid at a Shift Differential accordingly:

SHIFT DIFFERENTIAL

| Shift | Rate/Hour |
|---|---|
| 2nd shift (3:30 p.m.-12 midnight) | $.10/hour |

It is understood that if the majority of the custodian's work time is within the above shift category, the custodian would receive the appropriate shift rate per hour for the entire shift worked, i.e., 8 hours at the higher rate.

/Note: Employees will progress one step per year of service to the District, determined by their 1980-81 placement on the schedule; i.e., assume 1980-81 placement is Step 6, therefore 1981-82 placement is Step 7 and 1982-83 placement is Step 8./

APPENDIX D

SALARY SCHEDULE FOR FOOD SERVICE

| 1981-82 School Year Step/Rate | 1982-83 School Year Step/Rate |
|---|---|
| 1. $4.05/hour | 1. $4.50/hour |
| 2. $4.15/hour | 2. $4.60/hour |
| 3. $4.25/hour | 3. $4.70/hour |
| 4. $4.35/hour | 4. $4.80/hour |
| 5. $4.45/hour | 5. $4.90/hour |
| 6. $4.55/hour | 6. $5.00/hour |
| 7. $4.65/hour | 7. $5.10/hour |
| 8. $4.75/hour | 8. $5.20/hour |

| Head Cook Additional | | Head Cook Additional | |
|---|---|---|---|
| Hampden | $.30/hour | Hampden | $.30/hour |
| High School | $.35/hour | High School | $.35/hour |
| Dickason | $.40/hour | Dickason | $.40/hour |

/Note: Employees will progress one step per year of service to the District, determined by their 1980-81placement on the schedule; i.e., assume 1980-81 placement is Step 6, therefore 1981-82 placement is Step 7 and 1982-83 placement is Step 8./

## DISCUSSION

The arbitrator is governed by the provisions of Wisconsin Statutes, Section 111.70(4)(cm) and is required to apply the statutory factors therein specified in considering the respective final offers of the two parties. The arbitrator shall hereinafter proceed to consider the issues presented in this case by application of the statutory factors.

In order to place the differences in the proposals of the parties into its most simple terms, it is best to attempt to first describe in the most simple terms the differences in the proposals of the parties.

First, with respect to the final proposals of each party dealing with the wage schedules, the general proposal of the Board is to make no changes in the salary schedule structure, retain the same number of steps as to each of the four groupings of employees, being six steps in three groups and four steps in the food service group. The Board's proposal also includes proposed increases in the additional compensation payable to "head" type positions over those amounts previously contained in the prior contract.

The Union's proposal differs in only one major aspect which is reflected in the greater cost impact attributable to the Union's proposal and that major change involves the Union's proposal of adding two additional steps to each of the three employee groups so as to comprise eight total steps and to add four additional steps to the present four steps for food service employees so that such schedule also contains eight salary schedule steps. Because the majority of the current employees are at the top step of their respective salary schedules, such proposal to add additional steps constitutes the major point on which the parties disagree as to their respective proposals.

The second major issue raised by the final proposals of the parties concerns the proposals dealing with definition of full-time employees and the proration of benefits for part-time employees. The major difference between the proposals of the two parties on such issue, is that the Union's proposal would appear to be somewhat more lenient and would grant prorata benefits at a higher level to a greater number of employees than would the Board's proposal.

With respect to the wage schedule proposals, both parties presented voluminous documentation intended to show the respective values and cost impact of each of their respective offers. The parties have not utilized agreed upon base data from which to begin their various calculations and in addition, both parties have utilized slightly different approaches and methods of computation which apparently were taken so as to make the proposal of each party appear in its best light. By so doing, the parties have made it that much more difficult for the arbitrator to seek correlation and comparative basis through calculated adjustments so that fair comparisons can be made one to the other.

In its simpliest form, the Employer's calculation as to the percentage cost of each of the various proposals as computed on base wages only, indicates that the Board's proposal for 1981-82 on wages only, constitutes a 10.12% increase. The Board's proposal computed on the same basic wages only concept for 1982-83 over that of 1981-82, constitutes an increase of 9.35%.

The Union in computing up comparative data and analyzing the percentage increase, indicated that in computing the basic salary percentage cost comparison, that they included longevity and scheduled overtime in their computations. In so doing, it would appear to the arbitrator that they clearly were required to utilize estimates for the 1981-82 year and for the 1982-83 year. In the judgment of the arbitrator, those are simply

two other elements that would make the Union's approach slightly less reliable than if one were to simply utilize base wages based upon the offers that are a part of the final offer proposals.

In any event, utilizing the Union's approach, the Union calculates the percentage cost of the Board offer for 1981-82 over the 1980-81 salary and longevity and overtime figure as constituting 9.1% and utilizing the same foremat computed the 1982-83 amount as being 7.9%.

Each of the parties utilized their same method in computing the percentage cost of the Union proposals. The Board computed the percentage increase of the Union proposal for 1981-82 over the prior year as constituting an 11.7% increase. They further computed the increase for 1982-83 over 1981-82 of the Union proposal as constituting a 10.86% increase. Both of such percentages relate to basic wage increase only.

The Union utilizing their previously described approach which included longevity and overtime in their computation, computed the Union proposal as amounting to a 10.6% increase for the first year and a 9.4% increase for the second year.

As one can see, there is an approximate 1.5% difference between the calculations presented by both parties. The arbitrator has reviewed the supporting data of each party in detail and the numerous exhibits therein and reaches the conclusion that the Board's calculations are the most reliable upon which to make comparison and to base the considerations called for by the statutory factors. The undersigned's principal motivation for accepting such documents as more reliable is based upon the Board exhibits entered as Exhibits C, 8 and 9, which lists each individual employee and shows the base salary rate payable to each of such employees during the 1980-81 year and thereafter reflects the actual rate that each would receive under the Board or Union proposal for each of the two years covered by the proposal and then computes each to a percentage amount.

An evaluation and mathematical analysis of such exhibits, indicate that the percentage figures are more supportive of those percentage calculations above cited and as reflected by revised Employer Exhibits C2 and 4, which the arbitrator specifically finds as being ones that were corrected to be more accurate to those presented at the hearing and that they are admissible in that they simply reflect greater accuracy and more accurately reflect what the percentage increase of the respective wage offers are as they impact on the various groups of employees. The next step in consideration and analysis of the two proposals, involves that of determining which is the more reasonable and more supportable by application of the factors specified by the statute.

One of the primary issues existing between the parties, and the one toward which both parties directed a large part of their argument, as presented in their briefs and reply briefs, concerns which comparables constitute the most appropriate to which comparisons and analysis of the final offers should be made in this case.

The Union has directed its comparative analysis primarily to those schools which comprise the Capital Conference District. Such schools included along with Columbus, DeForest, Lake Mills, Lodi, McFarland, Waunakee, Verona, and Wisconsin Heights.

The Employer presented its case on the basis of three lists of comparables, which it described in its brief at page 7 as follows:

"...(1) private employers in the Columbus area designated as Most Comparable, (2) all of the contiguous districts to Columbus excluding Beaver Dam, Sun Prairie and Watertown, listed as Comparable and finally, (3) three contiguous districts which are significantly larger, Beaver Dam, Sun Prairie and Watertown, listed as Least Comparable."

The Union states its reasons for considering the Capital Athletic Conference group of schools as being the most appropriate for comparative purposes at page 7 of its brief as follows:

"The Union believes its grouping to be of sound stature in light of longstanding, standardized fact-finding and arbitration bases which consider geography, size and competitive character. In addition, Wisconsin arbitral authority in several cases have concurred in finding such groupings to be most appropriate. Certainly, the buying market for such employee services is remarkably coincidental to athletic conference districts and similarly-sized school districts within geographic proximity as evidenced by Association Exhibit Nos. 16 and 17. The Union further feels that some credence be allowed the organized local public sector settlements and contracts."

The Union attacks the groupings submitted by the Board on several fronts. First, they contend that the Board's choice of comparables omits most groups that are represented by a union and thus the data is simply unilateral data established by employers. Secondly, they attack the Board's data on the basis that it is not complete and that a number of private employers, in particular, are omitted from their comparable data. With respect to the Board's utilization of those contiguous school districts, the Union contends that reference to such districts regardless of comparable size, simply because they are contiguous, serves to afford a vast range of data from which no ascertainable common patterns are discernable and that such comparables are therefore unreliable and meaningless.

The Board contends that they have utilized three levels of comparatives so that each may be afforded its appropriate weight in descending order of relevance. The Board contends that the most important comparative group is made up of those other employers in the immediate Columbus area who employ similarly classified and skilled employees as are involved in this arbitration. They contend that the immediate Columbus area constitutes the labor market area in which the type of employees involved in this case compete for jobs. They contend that such employees normally do not compete for jobs in similar skills in areas of any distance. They contend, therefore, that the immediate labor market as determined by the available comparables in that labor market, are the most meaningful under the comparability criteria referred to in the statutory factors.

As can be seen by the headings on the salary schedule final offers, this case involves aides, clerical and secretarial employees, custodial and maintenance employees, and food service employees. The evidence establishes that the vast majority of the incumbent employees filling such positions for the Employer reside in either Columbus or maintain a rural route mailing address of Columbus. As such, that does indicate that they are obtained from the immediate Columbus area labor market.

The evidence further tended to establish that there are a number of local private employers who employ clerical and secretarial employees and custodial and maintenance employees to which meaningful comparisons can be made with those same classification of employees at the Columbus schools. With respect to the classifications of aide and food service, the Board has made comparative analysis to those contiguous school

districts consisting of those approximately half as large as the Columbus district to those approximately twice as large, but excluding the three districts of Beaver Dam, Sun Prairie, and Watertown, for the reason that they were significantly larger than the rest of the contiguous districts. Those districts utilized by the Board consisted of Cambria, DeForest, Dodgeland, Fall River, Marshall, Poynette, Randolph, Rio, and Waterloo.

Both parties have attempted to make analysis from the salary data shown to be in effect for the various claimed comparables and each has done so utilizing different approaches.

The Union utilized and presented a foremat that projected the potential cumulative earnings of the various classification of employees over the next ten years. The major thrust of the Union's calculation was to persuade the arbitrator that the additional steps were necessary on the salary schedules so as to afford the employees an earning potential that would then be relatively comparable to the earning potential that is present in the other schools in the Capital Athletic Conference to which the Union has made comparison. While such approach has merit, the conclusions which the Union draws from their analysis do not necessarily follow from the exhibits and the salary structures shown to be in existence at the other Capital Conference schools.

In the first instance, the minimum and maximum rates in effect at the various schools cover a wide range. Additionally, several of the schools simply have ranges consisting of minimums and maximums but contain no definite steps by which employees progress. Further, a number of the schools do contain additional steps with DeForest providing 12 steps for secretarial/clerical, custodial/maintenance, and food service employees and with Lodi providing for 15 steps in the secretarial/clerical classification, 12 steps in the custodial/maintenance classifications, and 10 steps in the food service classification. Wisconsin Heights, provides 13 steps for secretarial/clerical, 15 steps for custodial/maintenance, and 13 steps for food service. McFarland, provides 8 steps for all three of such classifications. Lake Mills provides for 5 steps for secretarial/clerical and 7 steps for custodial/maintenance employees.

As can be seen from the above data, there is no consistent pattern to be gleaned from such data. Simply to run averages or medians serves no conclusory useful purpose other than engaging in a mathematical exercise. The only thing that such data reveals is that some have a number of steps by which employees can progress through a various classification over either a short or long period of time, while others provide for ranges by which an employee may progress from a hiring in rate to some higher point in the range. From an examination of the specific rates contained in the Union's exhibits, particularly series 22A through D, covering the four classifications of employees for the years 1981-82, it appears that a number of the claimed comparables carry hiring in rates that are substantially lower than that proposed by the Board at Columbus. For instance, the proposed hiring in rate for secretarial/clerical under the Board's proposal at Columbus is $4.49 for the year 1981-82. At DeForest, the hiring in rate is $3.95 for secretary II and III and $3.30 for clerical aide. The rest of the Capital Conference schools are all lower at the hiring in rate than that proposed under the Board proposal for Columbus with the exception of Waunakee which simply carries a range from $4.80 to a maximum of $7.85. The lowest hiring in range is shown to be at Verona where a clerk starts at $2.95 and a secretary starts at $2.97 per hour.

When one then attempts to arrive at meaningful conclusions where the minimums and maximums range so widely and are contained in such substantially different progression schedules, one can basically arrive at whatever conclusion one wishes to reach. In every case it would be right and wrong at the same time. In the considered judgment of the arbitrator, a mediator/arbitrator's role under the statute is to apply those factors where the data supplied provides a meaningful basis so as to yield a meaningful application of such factors. Where, as in this case, the comparative data covers such a wide range and is so inconsistent, so that it is susceptible of any type conclusion that one may wish to derive therefrom, depending upon the methodology or procedure by which one utilizes such data, I am of the judgment that such type data should then be given lesser consideration and lesser weight in the final analysis and be subordinated to such other considerations and factors as are more susceptible to objective and meaningful relevant application to the issues in the case.

In that respect, upon a review of the comparability exhibits presented by both the Union and the Board, the arbitrator is able to arrive at several general conclusions based upon such evidence. First, the arbitrator is persuaded by the documentary evidence and finds that the general minimum and maximum range afforded under the present six steps of the three groups of employees and the four steps of the food service workers, constitutes a reasonable compensation range for those respective classifications of employees. What the various comparative data and exhibits do not establish, is that such present range is inequitable or so out of step with other comparables so as to require and call for adjustments in the form of adding two additional steps as proposed by the Union.

The comparability data contained on the Board exhibits relating to the various classifications is subject to the same wide ranging descrepancies similar to the same wide ranges as shown on the comparables utilized by the Union. To the same extent, it is difficult to arrive at any meaningful conclusions, averages or prevailing principles that can be clearly applied as a comparability factor. From such Board data, however, one arrives at similar general conclusions as to the status of the wage range structure of the four classification groups at the Columbus school. That conclusion is that the current six step range for the three groups and the four step range for the food service group is a reasonable wage structure that is not inequitable nor subject to any clear shortcomings on either the minimum or maximum thereof.

Once having arrived at the above general conclusions, one must then turn to other criteria and factors to apply to the two final offers to determine which is the more reasonable. When one considers the overall compensation, which includes the level of various fringe benefits that are payable to comparable employees, one finds that the level of overall compensation to the bargaining unit employees in this case are substantially more favorable than the overall compensation and particularly the fringe benefit level afforded to the same type of employees, particularly in the private sector of comparison. With respect to a comparison to other school districts, be they to those claimed comparable by the Union or the Board, one finds that the employees of Columbus on an average, receive fringe benefits at a level and of a value that is slightly above that level enjoyed by their comparatives in such other school districts.

Another factor of comparison to which consideration must be given concerns the level of contract settlements that have been reached through voluntary negotiation, or otherwise in other comparable areas.

The Board presented evidence of the settlement between the Columbus School Board and the teachers, whereby they computed the settlement as to such group involving wages and longevity only of

consisting of an increase of 9.98% for the 1981-82 school year and an increase of 9.4% for the 1982-83 year. The Board compared such increase to what they computed the Board offer to be of 10.12% and 9.35% respectively for each of the two years under the Board's final offer to the unit employees in this case. The Board also presented evidence to the effect that the Columbus police contract provided for an 8% increase on wages only for 1982 over 1981 and a 7.8% wage adjustment for 1983 over 1982. The settlement with the Department of Public Works employees of the City of Columbus was 8.2% on wages only for 1982 and an 8% increase for 1983.

On the basis of the settlements involving the teachers, police department, and Department of Public Works for the same two year period, such level of settlements for such three groups of employees compares the most favorably with the level of settlement offered by the Board to the employees in this case. The Union's monetary proposals exceed the Board's proposals by approximately 1.5%. There is no showing through the data contained in the exhibits nor through testimony, to establish that there exists any substantial and equitable condition that would override an otherwise straight-forward comparison of levels of settlement.

Both parties likewise presented evidence and arguments with respect to the impact of factor (e) of the statutes referring to the average consumer prices for goods and services, commonly known as the cost of living. Evidence was presented with regard to the "personal consumption expenditure deflator (PCE), the consumer price index (CPI) - rental equivalence index, and the US city average for urban wage earners and clerical workers (CPI-W).

At page 28 of its brief, the Board recited the various standings in percent of the three indexes as follows:

"PCE - 3rd quarter 1981 - 8.3%
- 1st quarter 1982 - 7.06%

CPI-UXI - July 1981 - 9.6%
- March 1982 - 6.4%

CPI-W - July 1981 - 10.7%
- March 1982 - 6.5%"

A long and detailed discussion is not necessary with respect to the application of this factor. Clearly, by utilization or reference to any of the three indexes, it is clear that the percentage increase under the cost of living as referred to in statutory factor (e) that the final offer of the Board is clearly the more reasonable and justifiable under such factor which also includes consideration of factor (c) consisting of the interests and welfare of the public under such consideration.

As can be seen by the respective final offers of the two parties, each party has proposed increases for those serving in "head" or "lead" positions in the various classifications and the proposal of each constitutes an increase over that amount previously contained in the 1980-81 labor agreement. Neither the comparability data presented by both parties nor any independent substantive evidence contained in the record established a persuasive basis that such head positions require adjustment to the level as proposed by the Union over that proposed by the Board. There is no showing that either the Board or Union proposal is the more reasonable nor is there a showing in the record evidence that one or the other is unreasonable.

When one then considers the total package, such part of the salary structure issue is secondary and subservient

to the broader impact and broader considerations brought to bear on the total economic impact of the salary structure issue

The same reasoning and rationale applies to the element of shift differential proposed by the Union for the second year of the two year contract. The comparability data presented by both parties does not establish any overriding practice by the vast majority of those claimed comparable by both parties to the extent that shift differential is a common and accepted fringe benefit enjoyed by the vast majority of employees. The record evidence simply does not establish such fact. To the contrary, no majority pattern is shown to exist and on the basis of such evidence, the Union has not shown by substantial evidence, that it is a matter that should be required by virtue of comparability data nor that it is a matter that should be included by virtue of any independent showing of equitable considerations. While shift differential is not an uncommon fringe benefit item, it is a matter that is not of sufficient significance that it should override the more broad considerations hereinabove discussed with respect to the wage schedule issue which does affect all employees in the bargaining unit.

That brings one to the second identifiable issue as contained in the final offers of the two parties, being that of language change proposals relating to the providing of prorata benefits to employees who are not full-time employees.

In the first instance, the Board contends that its proposal on that subject matter is more directed toward codifying and maintaining the status quo and interpretative practice and procedures of the parties with respect to affording prorata benefits to part-time employees.

The Union, on the other hand, contends that the Board's proposal by its literal wording, could be interpreted to effectively take away benefits from employees who in the past have received benefits at a particular level. One of the items of contention to which both parties directed their argument, concerned that interpretation of the Board proposed language. The Board contends that it would be bound by its verbal interpretation given at the arbitration hearing to the extent that the intent of its language proposal was to apply it consistent with its past practice interpretation of the prior provision. The undersigned subscribes to the proposition that where contract language is ambiguous, that expressed intent or history of negotiations can serve as a legitimate source to determine the true intent and meaning of ambiguous language. As such, the Board's proposal is not ambiguous and does not serve to take away that which employees otherwise would have received under the prior contract language and interpretative application by the Board and the arbitrator thereby rejects the Union's primary argument against acceptance of the Board's proposal being the allegation that it was ambiguous, indefinite, and served to take away from employees that which employees previously had enjoyed.

The Union's proposal, on the other hand, does appear to enlarge that group of employees who would otherwise qualify as regular full-time employees entitled to full-time benefits and as such it does involve an additional potential cost item and thus a greater cost factor to the total proposal. As such, it serves to place the Union's final total offer cost at a level slightly higher than that level attributable to the salary schedule proposal and thus bring the total cost thereof slightly more out of line with that level of settlement and cost of living percent-

factor consideration which the arbitrator deems the most relevant to resolution of the issues presented in this case.

It therefore follows on the basis of the above facts and discussion thereon, that the undersigned renders the following decision and

AWARD

That the final offer of the Columbus School District is found to be the more reasonable and to be the more justified by application of the statutory factors as contained in Section 111.70(4)(cm) of the Wisconsin Statutes and the parties are hereby directed to incorporate the terms of the final offer of the Columbus School District along with all other stipulated and previously agreed upon provisions, into the parties' Collective Bargaining Agreement for the 1981-1982 and 1982-1983 contract years.

Dated at Madison, Wisconsin this 25th day of June, 1982

Robert J. Mueller
Arbitrator