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MAY 31 1983

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

----- :
 In The Matter of Mediation/Arbitration :
 Between :
 GREENDALE SCHOOL DISTRICT : Voluntary
 and : Impasse
 WEAC UNISERV COUNCIL #10 : Procedure
 ----- :



APPEARANCES:

Mulcahy & Wherry, S.C., by Diana L. Waterman, appearing on behalf of the Greendale School District.

James H. Gibson, UniServ Director, WEAC UniServ Council #10, appearing on behalf of a group of 40-6 full-time and part-time secretarial/clerical/aide employees who work in the Greendale School District.

ARBITRATION HEARING BACKGROUND:

On November 24, 1982, the undersigned was notified by James H. Gibson, UniServ Director, WEAC UniServ Council #10 of selection by the parties involved in the above dispute to assist in resolving the dispute under a voluntary impasse resolution procedure adopted by the parties. The impasse exists between the Greendale School District, hereinafter referred to as the District, and a group of full-time and part-time secretarial/clerical/aide employees who work for the Greendale School District, hereinafter referred to as the Union. Pursuant to the requirements of the parties and in compliance with their Voluntary Impasse Procedure, mediation was held on January 18, 1983. During mediation, the parties agreed to Item #3 under the final offer of the Greendale Board of Education but were unable to resolve their differences on the salary schedule. At the close of mediation, the parties proceeded to the arbitration hearing. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. Post hearing briefs and reply briefs were exchanged through the mediator/arbitrator, the last of which was received on March 2, 1983.

THE ISSUE:

The sole remaining issue at impasse between the parties involves the salary schedule adjustment. The final offers of the parties are attached as Appendix "A" and "B". Also attached is a copy of the language regarding movement between pay grades

provided in Section 111.70(4)(cm)6, Wis. Stats. This Voluntary Impasse Procedure provides as follows:

- A. This impasse procedure shall be in lieu of that provided in Section 111.70(4)(cm)6, Stats. This procedure shall become effective as of its execution by the parties and shall continue in full force and effect until the impasse over the 1982-83 renegotiations is resolved.
- B. Arbitration. If a dispute has not been settled after a reasonable period of negotiation and the parties are deadlocked with respect to any dispute between them, the parties jointly may initiate arbitration as provided herein. At this time the parties shall also prepare a stipulation, in writing, with respect to all matters which are agreed upon for inclusion in the new or amended collective bargaining agreement. Such stipulation shall be signed by the parties prior to submission of the final offer to the arbitrator.
 1. The parties shall endeavor to select a mutually agreeable arbitrator. If within a reasonable period of time, the parties are unable to agree upon an arbitrator, the WERC shall be requested to submit to the parties a list of five (5) qualified arbitrators. Upon receipt of such list, the parties shall alternately strike names until a single name is left. That person shall be appointed as the arbitrator in a joint statement from the parties.
 2. The arbitrator shall, with the mutual agreement of the parties, establish dates for the conduct of a hearing. All such hearings shall take place within the boundaries of the District. The hearings shall be for the purpose of providing the opportunity to both parties to explain or present supporting arguments for their final offers. No later than fourteen (14) calendar days before the scheduled hearing, the parties shall submit a final offer to the arbitrator with a copy to the other party. Either party may modify its final offer within three (3) days of receipt of the other party's final offer and shall immediately transmit that modification to the other party and arbitrator, not less than ten (10) days prior to the hearing. Such amended final offer may not be altered thereafter. The final offers shall be considered public documents and shall be available upon request from the arbitrator. Written arguments may also be submitted on a schedule mutually agreeable to the parties and the arbitrator. The arbitrator shall adopt without further modification the final offer of one of the parties in total. The decision of the arbitrator shall be final and binding on both parties and shall be incorporated into a written collective bargaining agreement. The arbitrator shall serve a copy of his or her written decision on both parties.
 3. Arbitration proceedings shall not be interrupted or terminated by reason of any prohibited practice complaint filed by either party at any time. Failure to implement the arbitrator's award and the executed stipulation shall constitute a prohibited practice pursuant to 111.70, Stats.
 4. The cost of the arbitration shall be divided equally between the parties. However, each party shall bear the cost for any out-of-pocket expenses, including witnesses and attorney fees. The arbitrator shall submit a statement of his or her cost to both parties.

5. If a question arises as to whether any proposal made in the final offer of either party is covered under this procedure, the arbitrator shall first decide the arbitrability of the offer as allowed herein before proceeding to the merits of the offer.
 6. Factors Considered. In making any decision under the arbitration procedures authorized by this subsection, the arbitrator shall give weight to the factors set forth in Section 111.70(4)(cm), Stats.
- C. Review of Arbitrator's Award. Any arbitration award rendered under the terms of this article may be reviewed, upon petition of either party, pursuant to Section 788.10, et seq., Stats.
- D. In the event that the parties are unable to jointly initiate this procedure following negotiations, this Agreement shall become null and void and the statutory impasse resolution procedures then in effect shall be applicable.

THE POSITIONS OF THE PARTIES:

Not only do the parties differ regarding the salary schedule, but they differ in regard to the communities they consider comparable. The Union suggests the appropriate set of comparables is seven southern suburban Milwaukee districts, four of which are contiguous to the Greendale District, three of which are represented by the same association, and an additional district which is represented by AFSCME. The six identified districts are Franklin, Greenfield, Oak Creek, St. Francis, West Allis and Whitnall. The Union contends these districts are not only geographically near, but that they are a fair cross section in terms of the numbers of students served and in per pupil expenditures.

The District, on the other hand, contends the districts proposed by the Union are a very restricted list of comparable districts. It proposes a more concise list of comparable districts should comprise the metropolitan Milwaukee area. It contends that based upon several arbitration decisions within the area and upon criteria established for the purposes of comparability, Brown Deer, Cudahy, Elm Brook, Germantown, Menomonee Falls, Muskego, New Berlin, Nicolet, Shorewood, South Milwaukee, Wauwatosa, and White Fish Bay should be included with the districts proposed as comparables by the Union.

According to the Union, neither party is proposing any structural changes in the wage scale first established in 1981-82. The Union contends the only difference between the parties is the degree of wage rate increase. Arguing the Union's offer is more consistent with wage increases agreed to for similar employees in the area, the Union declares its wage rate increase of 9.6% is much more similar to the 10% settlement in Franklin, the 9% settlement in St. Francis and the 11.4% settlement in Oak Creek. In addition, the Union contends its proposal is also more consistent with the wage rate increases agreed to for the teaching staff in the Greendale School District. Noting the District voluntarily settled with the teachers at an 11.1% increase, the Union argues the District's offer at 5.1% is mistreatment of the support staff and could lead to strained relationships between the two groups of employees. Further, the Union posits its offer is more consistent with the wage rate increases which were paid to the administrative staff. Citing wage increases for the administrative staff at 7.1% to 10.9% for 1982-83, the Union avers the District's proposal for the support staff does little to promote "team work". Recognizing

that differing degrees of responsibility exist between the administrative staff and the clerical employees, the Union argues a differential may be established but that the increase should be similar. Along the same lines, the Union declares the "extra" responsibilities of the Superintendent's secretary and the Business Manager's secretary may justify a pay differential among the secretaries but they do not justify an increase in the differential. Noting the differential between the wage rate paid the Superintendent's secretary and the bargaining unit's secretaries has steadily increased over the years, the Union states both offers will exacerbate the situation but that the Union's offer will do less damage than the District's proposal.

In addition to the disparity between the administrative secretaries, the administrative staff and the remainder of the support staff, the Union argues the District's proposal will aggravate the growing disparity between the wage rates paid to the all male custodial staff in the District and the rates paid to the all female group of support staff employees. It contends the disparity in rates paid the female and male employees who perform "comparable" services, is "sexist, demoralizing, and may be illegal."

Finally, arguing the interest and welfare of the public is best served by implementation of the Union's offer, the Union posits the public is best served when the employees in the District work together as a team and when the wage rate policies do not even hint of discrimination on the basis of sex. In this respect, the Union asserts the arbitration process has the right and the obligation to take into consideration the impact of a decision upon the rights of employees, particularly when such a decision may continue a practice which appears to discriminate against a unit of employees.

In its reply brief, the Union argues the state of the national economy and the bargaining trends around the country are not as critical to the decision within Greendale as are the events which are occurring in Greendale. It states the relative wage increases received by employees within the same district are a more important consideration than wage concessions which may be made by other employees in other areas of the nation. Continuing, it argues the District has presented no evidence which proves Greendale is suffering from the same economic trends as the nation. In support of its statement, the Union declares the District has provided no data which shows unemployment is high in Greendale or that the wage increases granted other Greendale employees were set in any different economic climate than the time when the increases for the support staff employees were scheduled to go into effect.

Regarding the current state of the economy which has been a factor in arbitration decisions in the Milwaukee area, the Union argues there are two significant differences between the facts in the instant matter and the facts which were presented in those recent arbitration decisions. The Union argues the offers in the other cases were considerably higher than its offer in this matter. Further, the Union declares the awards in both Cudahy and South Milwaukee produced average salary increases which far exceed the District's final offer at 5.1%.

Finally, arguing the District's offer does more harm to the support staff's relative position among the comparables than the Union's offer does good, the Union states it is more important to analyze the maximum wage rate comparisons rather

than the minimum wage rate comparisons. It continues that when this comparison is made, the District's offer results in a much greater loss at the maximum level than the Union's offer improves the minimum level. In conclusion, then, the Union argues that on the basis of comparability, fair treatment to employees performing comparable work, and settlements and arbitration decisions which have occurred within the area, its offer is the more reasonable.

The District argues its offer is more reasonable when the current state of the economy, the ability of the taxpayer to finance the increased costs of governmental units, the cost-of-living, total compensation and comparability are considered. Stating the general state of the economy with respect to employment, inflation and wage increases is the worst that it has been in decades, the District contends the serious state of the economy must carry the greatest weight in deciding this matter. Arguing the Milwaukee area is suffering from the same economic conditions that the rest of the nation is experiencing, and that the residents of Greendale constitute part of the Milwaukee area labor market, the District states the downturn in the national and local economic conditions has set a trend wherein modest wage increases are occurring. On this basis, it posits its offer at 5.9% is "very generous and clearly the more reasonable."

Continuing that the interest and welfare of the public, especially during troubled economic times, are of primary concern in matters involving wage disputes, the District argues the decreased earning power of the taxpayer must also be considered. Stating it is responding to the economic difficulties faced by the taxpaying public, the District posits its offer is more sensitive to the public and at the same time reasonably addresses the needs of its employees. It continues that its offer at 5.9% total package, at 2% over the December, 1982 annual inflation rate, is a "responsible and generous balance" between the needs of the public and the needs of the District's employees.

Not only does the District contend its offer is reasonable regarding the interest and welfare of the public, but it posits clerical employees within the District cannot expect to further enhance their lead wage position given the lack of resources within the District. Stating the comparable school districts have higher equalized property values than the Greendale District, the District declares it cannot ask its taxpaying public to continue to provide wages which exceed that which the current economy obliges.

The District also posits its offer is more reasonable when it is compared to the cost-of-living indicators. Citing the Consumer Price Index measurements which indicate the rate of inflation currently ranges between 3.9% and 5.3%, depending on which index is used, the District notes its final offer exceeds the rate of inflation. In addition, it submits the Union's offer is excessive against this comparison and cannot be justified in light of the current rate of inflation.

The District continues that when comparison of job responsibilities are made, its offer is again more reasonable since it does more to maintain both the average minimum salary and the average maximum salary positions among the comparables. The District posits its final offer continues to exceed the average of the comparable districts at all the positions surveyed and that it will maintain a favorable position in relationship to the comparables' average. Contending the District's

final offer exceeds the average of comparable districts at 6 of the 9 positions surveyed, the District argues its offer is still more reasonable since those employees which would lose ground under its offer would also lose ground under the Union's offer.

Additionally, when rank is considered, the District states its offer maintains or improves its rank among the comparable districts at all the minimum salary rates and maintains leadership in a majority of positions at the maximum level. Citing the Union's offer would not only maintain or improve rank at the minimum level but would also maintain and improve rank at the maximum level, the District argues the Union's offer is not justified in view of the already high rankings maintained at these positions.

In addition to faring well among the comparables, the District posits its salary offer cannot be viewed in a total vacuum and that the other economic benefits which it provides the clerical staff must be considered. Stating it contributes 100% of the single and family health insurance premiums, 100% of the single and family dental insurance premiums, 100% of the long term disability insurance premiums and all of the employee's share of the Wisconsin Retirement Fund benefit, the District declares it cannot make any greater contribution to these benefits. The District continues that perhaps higher wages are more justified if total compensation is not great, but in this instance, fringe benefit contributions are equal with those provided by the other districts and, therefore, there is no justification for any greater compensation in wages.

In response to the Union, the District argues there is little merit in selecting the seven comparables proposed by the Union since the data provided is of limited value with only three settlements available for consideration. In addition, the District argues the Union is stretching the intent of the statutory criteria when it proposes comparisons be made among the increases in wage rates paid employees within the District, since the most important modifying phrase of the comparability criterion is "other employees performing similar services". It continues this analysis provided by the Union ignores the variances in job duties and responsibilities which exist within the different job groups.

The District also argues the "comparable worth" argument presented by the Union is misplaced. Noting the United States Supreme Court has failed to embrace the principle of comparable worth so the principle still lacks legitimacy, that the arbitration proceeding is without jurisdiction to rule on issues of equal employment law, and that the record does not provide support for either an equal pay or comparable worth argument, the District posits this question does not appropriately belong before the arbitrator.

Finally, the District argues the voluntary settlement reached with the teachers should not be measured against the offer to the support staff employees. It contends the settlement with the teachers represents a buyout of the cost of living adjustment as well as a settlement when the inflation rate was significantly higher than that which currently exists.

DISCUSSION:

As indicated in the positions of the parties, they differ regarding the appropriate selection of districts as comparables. In numerous school district arbitrations which have involved

teachers in the Milwaukee area, including this District, the parties have accepted the analysis of comparability developed by Arbitrator Zeidler in South Milwaukee Board of Education.¹ Since the same criteria is used by arbitrators to determine comparability among districts for teachers as is used to decide comparability for other employees within school districts, it is logical that the comparability developed and used by districts for teachers should be the same comparability used for the clerical employees within the districts. Accordingly, the District's set of comparables has been accepted as the most appropriate set. In accepting these comparables as the most appropriate set, however, the districts have been divided along the lines of analysis as set forth by Arbitrator Zeidler. Thus, the most comparable districts are Greenfield, Franklin, and Whitnall. In addition to these districts, then, Cudahy, Oak Creek, St. Francis and South Milwaukee form the regionally comparable group and these with the remainder of the districts proposed by the District form the generally comparable group. Since data is lacking among the most comparable group due to the fact that wage agreements have not been reached in some of these districts, the regionally comparable group was generally relied upon for comparisons related to wages, benefits, cost-of-living and patterns of settlement.

The parties, in their impasse procedure, have directed the arbitrator to consider the factors found at 111.70(4)(cm)7 Wis. Stats. in determining which of the final offers is more reasonable. The criteria are as follows:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. Interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

¹South Milwaukee Board of Education, Zeidler, WERC Case XIII, No. 24754, Med/Arb-438 (February, 1980). School District of Greendale, Yaffe, Voluntary Impasse Procedure, (February, 1981).

- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Among the above criteria, the District relied primarily upon the general state of the economy and its attendant effect upon the taxpayer to argue that greatest weight should be assigned the interest and welfare criterion. In addition, however, the District argues the cost of living data, total compensation comparisons and wage increase comparisons support its position. The Union contends the comparability criterion is the most important one.

While there may be reason to consider the general state of the economy as a factor in determining which of the offers is more reasonable, the economy should not be viewed in a vacuum. The District has argued the decreased earning power of the taxpayer must be respected. This is correct. As the taxpayer is not able to generate increased income, there is less ability for the taxpayer to absorb increases in property taxes. Therefore, unemployment, reduced wages or reduced hours does indirectly affect the ability of the taxpayer to pay property taxes. It must be remembered, however, that arbitration takes place well after the budget has been set by a district and well after the taxes have been levied. Therefore, while the future ability of the taxpayer to absorb future increases in property tax may be lessened as the result of the economic downturn, the decision before the arbitrator only affects the taxpayer as a continued cost in the future and has a lesser immediate impact. Thus, it is more important to view the status of the economy at the time agreement should have been reached.

Consequently, unless the District is able to show there are or will be increases in the property tax as a result of the selection of a final offer, or that it, in fact, will need to borrow money as the result of significant increases in delinquent taxes or that its ability to fund a final offer differs from other districts, the economy is a factor to be considered only as it has affected settlements reached during the same economic conditions in the comparable districts.

The District has offered data to show Greendale has one of the lowest equalized values in the area. It used this data to contend the lack of resources in Greendale makes its offer, which exceeds the annual inflation rate during less than desirable economic times, a "generous" offer. The fact that the District has a lower equalized value than most of the comparable districts should be offset to some degree by the state aid provided under the equalization formula since that is the intent of the formula. The District did not show anything to the contrary. As a result, it is concluded that lower equalized values, in itself, is not sufficient to justify a lower final offer than settlements within the comparable districts which were arrived at during economic times which were similar.

Arguing that total package increases should be the percentage which is measured against the Consumer Price Index,

the District contends its total package offer at 5.9% is reasonable measured against the current rates which reflect only a 3.9% to 5.3% increase in the cost-of-living. The wage agreement between the parties, however, expired June 30, 1982. At that time, the inflationary rate was measured at 6.9%, therefore, it is more appropriate to use the 6.9% rate as the measure of comparison.² In addition to the Consumer Price Index figure, however, settlements reached by a majority of the comparables should be accorded weight if they were arrived at when the economy was relatively comparable to the time when settlement in this District should have occurred. Collective bargaining does not occur in a void but takes into account the economic environment in which bargaining occurs, therefore, it is appropriate to consider settlements which have occurred when the District's agreement should have occurred.

The District's offer, even though less than the 6.9% CPI figure which existed in June, 1982, more reasonably compares to the CPI figure than does the Union's offer of 10.2%. However, when the rate increases among the comparable districts are compared and when the arbitration decisions in Cudahy and South Milwaukee, cited by both parties, are considered, it appears the percentage increase which reflects the cost-of-living increase for the area is higher than the 6.9% CPI figure. Consequently, since the data is not conclusive, less weight has been assigned the cost-of-living factor.

Comparison of wage rate increases, using data provided by the District, but modified to compensate for the fact that some of the districts have not yet determined wage rate increases, shows the Union's offer is more reasonable when maximum wage rate increases are compared. When minimum wage rate increases are compared, the Union's offer deviates less from the average than the District's, but in most benchmark positions results in improvement for the employees.

Wage Rate Difference Over the Average¹
Comparison of Minimum Wage Rates

<u>Position</u>	<u>1981-1982</u>		<u>1982-1983</u>		
	<u>Average</u>	<u>Difference</u>	<u>Average</u>	<u>District's Difference</u>	<u>Union's Difference</u>
Elementary	5.42 ² ₃	1.39	5.71	1.34	1.67
School Office	5.36 ³	1.45	5.61	1.44	1.77
Middle School	5.58	1.23	5.87	1.18	1.51
	5.60	1.21	5.77	1.28	1.61
High School	5.76	1.05	6.18	.87	1.20
	5.77	1.04	6.18	.87	1.20
Guidance Office	5.12	.94	5.47	.80	1.10
	5.11	.95	5.47	.80	1.10

Wage Rate Difference Over the Average
(Continued)

<u>Position</u>	<u>Average</u>	<u>Difference</u>	<u>Average</u>	<u>District's Difference</u>	<u>Union's Difference</u>
Payroll	6.69	.12	7.17	-.12	.21
	7.22	-.41	7.88	-.83	-.50
Account Clerk	6.31	.15	6.67	.07	.24
	7.11	-.65	7.74	-1.05	-.74
Library Aide	4.42	1.04	4.70	.95	1.22
	3.93	1.53	4.17	1.48	1.75
Teacher Aide	4.38	1.68	4.67	1.60	1.90
	4.38	1.68	4.57	1.70	2.00

¹The school districts of Greenfield, Oak Creek, Wauwatosa and Whitefish Bay were excluded from the averages since they are not settled.

²Average of the generally comparable districts.

³Average of the regionally comparable districts.

Wage Rate Difference Over the Average¹
Comparison of Maximum Wage Rates

<u>Position</u>	<u>1981-1982</u>		<u>1982-1983</u>		
	<u>Average</u>	<u>Difference</u>	<u>Average</u>	<u>District's Difference</u>	<u>Union's Difference</u>
Elementary School Office	6.67 ²	1.18	7.15	.94	1.27
	6.82 ³	1.03	7.28	.81	1.14
Middle School	6.82	1.03	6.86	1.23	1.56
	7.10	.75	7.59	.50	.83
High School	6.87	.98	7.59	.50	.83
	7.08	.77	7.88	.21	.54
Guidance Office	6.18	.66	6.76	.29	.59
	6.49	.35	7.15	-.10	.20
Office	6.11	.13	6.67	-.24	.03
	6.33	-.09	6.97	-.54	-.27
Payroll	7.47	.38	8.13	-.04	.29
	7.61	.24	8.30	-.21	.12
Account Clerk	7.12	.12	7.74	-.27	.04
	7.52	-.28	8.19	-.72	-.41
Library Aide	5.59	.65	6.01	.42	.69
	5.58	.66	5.85	.58	.85
Teacher Aide	5.46	1.38	5.90	1.15	1.45
	5.65	1.19	6.00	1.05	1.35

¹The school districts of Greenfield, Oak Creek, Wauwatosa and Whitefish Bay were excluded from the averages since they are not settled.

²Average of the generally comparable group.

³Average of the regionally comparable group.

Percentage Deviation from the Average¹

Position	Maximum Rate			Minimum Rate		
	1981-82 Percent	District's Percent	Union Percent	1981-82 Percent	District's Percent	Union Percent
Elementary School	18 ²	14	18	26	24	29
	15 ³	11	16	27	26	32
Middle School	15	18	23	22	20	26
	14	7	11	22	22	28
High School	14	7	11	18	14	19
	11	3	4	18	14	19
Guidance Office	11	4	9	18	15	20
	5	- 1	3	19	15	20
Office	2	- 4	0.4	9	6	11
	- 1	- 8	-0.4	8	5	10
Payroll	5	- 0.5	4	2	- 2	3
	3	- 3	1	- 5	-11	- 6
Account Clerk	2	- 4	0.5	2	- 3	4
	- 4	- 9	- 5	- 9	-14	- 9
Library Aide	12	7	12	24	20	26
	12	10	14	39	36	42
Teacher Aide	25	20	25	38	34	41
	21	18	23	38	37	44

¹The school districts of Greenfield, Oak Creek, Wauwatosa and Whitefish Bay were excluded from the averages since they are not settled.

²Average of the generally comparable districts.

³Average of the regionally comparable districts.

The District has argued the most appropriate comparisons are those made against the minimum rate increases. However, it is concluded that the maximum rate increase comparisons provide a more accurate picture of the effect of the wage offers. The maximum rate increases reflect the maximum wage compensation an employee within the district can expect to earn, while minimum rates vary dependent upon a number of factors. Further, in this matter, the data indicates several districts opted, in the past year, to reduce or maintain the minimum rates in order to provide significant increases at the maximum rate level. This choice tends to distort the deviation from the average and makes it difficult to determine the actual improvement or decrease which occurs as the result of the final offers. Thus, on the basis of maximum wage rate increase comparisons, it is determined the Union's offer is the more reasonable.

A comparison of the rank among the comparables also shows the Union's offer to be more reasonable.

Comparison of Rank
Regionally Comparable Districts¹

<u>Position</u>	<u>Minimum</u>			<u>Maximum</u>		
	<u>1981-82 Rank</u>	<u>1982-83 District</u>	<u>1982-83 Union</u>	<u>1981-82 Rank</u>	<u>1982-83 District</u>	<u>1982-83 Union</u>
Elementary School	1	1	1	1	1	1
Middle School	1	2	1	1	2	2
High School	1	2	2	1	2	2
Guidance Office	2	2	2	2	5	3
Office	2	3	3	4	6	4
Payroll	3	3	3	2	4	2
Account Clerk	2	2	2	2	3	3
Library Aide	1	1	1	1	1	1
Teacher Aide	1	1	1	1	1	1

Comparison of Rank
Generally Comparable Districts¹

<u>Position</u>	<u>Minimum</u>			<u>Maximum</u>		
	<u>1981-82 Rank</u>	<u>1982-83 District</u>	<u>1982-83 Union</u>	<u>1981-82 Rank</u>	<u>1982-83 District</u>	<u>1982-83 Union</u>
Elementary School	1	1	1	1	2	1
Middle School	1	2	1	1	3	2
High School	1	2	2	1	3	2
Guidance Office	2	2	2	2	6	4
Office	3	5	4	8	12	7
Payroll	5	6	6	6	8	6
Account Clerk	3	4	3	6	8	7
Library Aide	1	2	1	3	4	4
Teacher Aide	1	1	1	1	1	1

¹The school districts of Greenfield, Oak Creek, Wauwatosa and Whitefish Bay were excluded from the averages since they are not settled.

The District has argued the Union should not enhance its position during these economic times. A review of the rank the District will hold under each offer, together with the percent improvement on the rate increases, shows the Union's offer does little to enhance its position. In only one position, the Account Clerk's position at the maximum rate, and only among the general comparables does the Union's offer improve any of its positions as to rank. In all other positions, in both minimum and maximum levels, both offers result in a drop in rank among the comparables at several different positions. The Union's offer, however, results in less of a drop than does the District's. Thus, while there may be valid reason for moderation in wage increases and while there may also be valid reason for maintaining rank, rather than improving rank, no persuasive argument has been provided for why the District should drop significantly in its rank among the comparables. Consequently, since both offers deviate from the previous ranks, it is concluded the Union's offer is slightly more reasonable since it maintains rank in more positions at both levels than

does the District's offer, while only slightly improving its position at the minimum level. It would be preferable that the Union maintain its rank without improving its status, however, when the Union's offer is compared to the District's offer and its ultimate effect among the comparables, it cannot be concluded that the District's offer is the more reasonable.

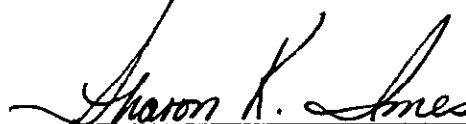
A review of the total compensation does indicate the District compensates its employees well and compares favorably with the total compensation granted in other districts. Although the argument advanced by the District regarding lack of benefits justifying, at times, increases in wages, deserves merit, there is no showing that the District compensates its employees to a greater extent than does the other districts. Thus, although the District does compensate its employees well, there is no justification for reducing the proportionate increase in wages, or for changing its previous status.

The package cost of Union's offer at 10.2% is difficult to justify in light of the settlements in the area, as well as the arbitration decisions in the area, which reflect more modest increases. However, when the rate increases are considered, as well as the maintenance of rank, it is concluded the Union's offer is more reasonable. Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the Union's offer is more reasonable, the undersigned makes the following

AWARD

The final offer of the Union, along with the stipulations of the parties which reflect prior agreements in bargaining and mediation, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 25th day of May, 1983, at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI/mls

Greendale Board of Education

Final Offer - Secretarial/Clerical/Aide Unit

January 7, 1983

1. Salary Schedule Adjustment as per attached Schedule
2. Wage offer to be retroactive to July 1, 1982.

3. Article IX, new Section 5, p. 16 - Movement Between Pay Grades:

When an employee is changed to a higher pay grade he/she shall be placed at the step reflecting a wage closest to but not less than his/her wage prior to reclassification. When an employee is changed to a lower pay grade he/she shall be placed at the step reflecting a wage closest to but not more than his/her wage prior to reclassification.

1-18-83
DLD

OK
J.H.S.
1/18/83

Greendale Board of Education

Final Offer - Secretarial/Clerical/Aide Unit

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GREENDALE SUPPORT STAFF

1982-83 WAGE SCALE PROPOSAL

		1	2	3	4	5
I	FT	\$7.05	\$7.30	\$7.55	\$7.80	\$8.09
II	PT	\$6.69	\$6.89	\$7.09	\$7.29	\$7.47
	FT	\$6.69	\$6.94	\$7.19	\$7.47	
III	PT	\$6.27	\$6.47	\$6.67	\$6.87	\$7.05
	FT	\$6.27	\$6.52	\$6.77	\$7.05	
IV	PT	\$5.65	\$5.85	\$6.05	\$6.25	\$6.43
	FT	\$5.65	\$5.90	\$6.15	\$6.43	
V	PT	\$4.72	\$4.92	\$5.12	\$5.32	\$5.50
	FT	\$4.72	\$4.97	\$5.22	\$5.50	

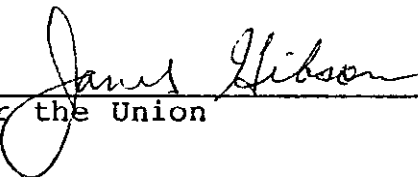
WEAC UniServ Council #10/Greendale Support Staff
Final Offer for Arbitration
January 5, 1983

1. Article IX, new Section 5, p. 16 - Movement Between Pay Grades:

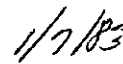
"The placement of existing personnel in higher or lower pay grades when such a change is necessitated by a change in job classification shall be subject to negotiations between the Union and the employer. In the event no agreement is reached prior to the employe's first day in the new position, the employer may implement its last offer subject to any adjustment which may be awarded as a result of the Union grieving the reasonableness of the employe's placement by the employer. Such grievances shall be submitted directly to Frank Zeidler who shall serve as the permanent umpire of such disputes. The permanent umpire shall convene a hearing on the dispute at his earliest convenience. At the conclusion of the hearing, the umpire shall render a bench decision in the matter at his convenience. The parties shall share the costs of the permanent umpire equally."

2. Appendix A - 1982-83 Wage Scale - Attached

3. The "Stipulation of Tentative Agreements" - Attached.



For the Union



Date

APPENDIX A
 GREENDALE SUPPORT STAFF
 1982-1983 WAGE SCALE

		1	2	3	4	5	Totals
I		\$7.38	\$7.63	\$7.88	\$8.13 (1656)	\$8.42 (10760)	\$104,062
II	PT FT	7.00 7.00	7.20 7.25 (1776)	7.40 7.50 (3856)	7.60 7.78 (2080)	7.78	\$57,978
III	PT FT	6.57 6.57	6.77 (1480) 6.82	6.97 7.07 (1295)	7.17 (1864) 7.35 (6528)	7.35 (3237.5)	\$47,180 \$57,136
IV	PT FT	5.92 5.92	6.12 6.17	6.32 (736) 6.42	6.52 (740) 6.70	6.70 (9764)	\$74,895
V	PT FT	4.94 4.94	5.14 5.19	5.34 (555) 5.44	5.54 (2032) 5.72	5.72 (6057.5)	\$48,870

Schedule Total = \$390,121
 Over Schedule = 1,135
 Total = \$391,256
 1981-82 Costs = -357,335
 Increase = \$33,921 = 9.5%
 Average Increase = 62¢/hr.