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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Petition of GREEN BAY BOARD OF EDUCATION EMPLOYEES (CLERICAL), LOCAL 3055-B, AFSCME, AFL-CIO To Initiate Mediation-Arbitration Between said Petitioner and GREEN BAY AREA PUBLIC SCHOOLS	Case LXIV No. 31023 MED/ARB-2123 Decision No. 20478-A

APPEARANCES: Parins, McKay & Mohr, S.C., Attorneys at Law, by J. D. McKAY, appearing on behalf of the Board.

JAMES MILLER, Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.

ARBITRATION AWARD

Green Bay Area Public Schools, hereinafter referred to as the Board or District, and Green Bay Board of Education Employees (Clerical), Local 3055-B, AFSCME, AFL-CIO, hereinafter referred to as the Union, were unable to voluntarily resolve their negotiations for a new Collective Bargaining Agreement, applicable to the 1982-1983 school year, to replace their expiring Collective Bargaining Agreement, which was applicable from January 1, 1981 to June 30, 1982 and the Union, on January 10, 1983, filed a Petition with the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation-arbitration pursuant to the provisions of Section 111.70(4)(cm)6. of the Wisconsin Statutes. The WERC investigated the dispute, and upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation-arbitration by Order dated March 30, 1983. The parties thereafter selected the undersigned from a panel of mediator-arbitrators submitted to them by the WERC and the WERC issued an Order dated April 19, 1983, appointing the undersigned as mediator-arbitrator. The undersigned endeavored to mediate the dispute on April 29, 1983, but mediation proved unsuccessful. Pursuant to agreement between the parties that a reasonable period of mediation had expired and that they did not wish to withdraw their final offers, a hearing was scheduled for May 31, 1983. A hearing in the matter was held on May 31, 1983, at which time the parties presented their evidence. Post-hearing briefs were filed and exchanged on July 7, 1983. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

THE ISSUE IN DISPUTE

The sole issue in dispute in this matter relates to the size of the cents per hour, across the board increase which should be applied to the existing wage rates, set out in the parties' 1981-1982 Collective Bargaining Agreement. The District has proposed that there be a 45 cents per hour across the board increase and the Union has proposed that there be a 55 cents per hour across the board increase. There are a total of eight job titles set out in the existing wage schedule. However, the bulk of the employees in the bargaining unit work as Secretaries I, II, III, or as Executive Secretaries. The other four job titles (Instructional Materials Processor, Library Technician, AV Technician, and AV Printers) are assigned to wage levels

commensurate to the wage levels for Secretary I and Secretary III.

The following chart sets out the existing wage rates for the job classifications covered by the agreement, which took effect on January 1, 1982, when the last of three wage increases provided for in the expired agreement took effect, as well as the wage rates which would be effective under each party's final offer and reflects the percentage increase in the hourly wage rate which each offer would generate.

	Current Rate	Board's Offer		Union's Offer	
		New Rate	%age Increase	New Rate	%age Increase
Secretary I Instr. Materials Processor AV Printers	5.96	6.41	7.55	6.51	9.22
Secretary II	6.23	6.68	7.22	6.78	8.82
Secretary III Library Technician AV Technician	6.84	7.29	6.57	7.39	8.04
Executive Secretary	7.15	7.60	6.29	7.70	7.69

UNION'S POSITION

First of all, the Union contends that the increase sought by the Union, expressed as a percentage of existing wage rates, is reasonable in comparison to the percentage increases received by other District employees. According to the Union, custodial and maintenance workers received a split increase of 50 cents per hour on July 1, 1982 and an additional 21 cents per hour on January 1, 1983, for a total of 71 cents per hour or 9.2% increase in their wage rates. School monitors received 45 cents per hour on July 1, 1982, which represented a 9% increase in their wage rates. Cooks received 38 cents per hour effective July 1, 1982 for a 7.86% wage increase. Teacher aides received 52 cents per hour effective July 1, 1982, for a 9.6% wage increase. In addition, the Union notes that teachers received a 7.8% increase in base salary which equated to a 9.34% increase in wages when increments were included.

The Union points out that the last increase which the clerical employees received was on January 1, 1982 for the last six months of an 18 month contract. For this reason the Union has compared the percentage increasesgranted to other public employees during the period from January 1, 1981 to January 1, 1983, which is reflected in the Union's exhibits. According to those exhibits, clerical employees employed by the Board will not have kept even with similar employees working for Northwest Technical Institute, the City of Green Bay, and Brown County.

The Union points out that a Secretary I in the Green Bay Area Schools performs a wide variety of duties, including typing, word processing, filing, computer and bookkeeping, and the taking of shorthand. Other Union exhibits demonstrate that the City of Green Bay and Brown County have separate classifications for almost all of the duties provided by a

Secretary I for the District. According to the Union, the same holds true for Secretaries II and III.

The Union also points out that the Board recently granted a two step increase to confidential secretaries employed by the District, which represented a substantially higher percentage increase than that offered to the secretarial employees herein.

According to the Union, it has made a strong case under sub paragraph g of the statutory criteria which refers to "changes in any of the foregoing circumstances during the pendency of the arbitration proceeding." While the District argues that it has treated everyone alike, by percentage, even though some received higher actual increases, such is not the fact, according to the Union. Thus, monitors and aides received increases which represented higher percentage cost figures than the other groups of employees, even when the District's formula is used. Further, the Union argues no matter what figures are used for computing cost, the actual hourly rates have increased by the percentages noted above for the various groups in question. Therefore, if the arbitrator were to accept the Employer's argument, it would "doom the clerical employees to (a substandard) wage increase forever, and not treat these employees equal with other school system employees or public employees in the area." On the other hand, if the arbitrator accepts the Union's position, the clerical employees herein will not be coming out as "leaders of the pack" in either a percentage or hourly rate increase.

According to the Union, the Employer's exhibits with regard to surrounding school systems, leave much to be desired and preclude the Union from making argument, since they fail to show any job classifications and are based entirely on "averages." According to the Union, the average figures shown could include the rate for cooks, as well as clerical employees. Further, the Union points out that the school districts in question are smaller and argues that the record does not provide a basis for ascertaining what types of jobs or duties they perform or what percentage increase they received for the 1982-1983 school year. This latter problem also holds true with regard to the Board's figures for the City of Green Bay and Northwest Technical Institute.

The Union notes that the Employer focuses on what it identifies as "real rates" rather than contract rates for computing their cost figures. In this regard the Union points out that, as of July 1, 1983, its rates for maintenance employees have increased by 71 cents per hour, not 60 cents per hour, as indicated by the Employer in computing its cost figures. Thus, the Employer's figures were based on a payroll cost for the period from July 1, 1982 through June 30, 1983, whereas the payroll as of July 1, 1983 will have to be increased by the full 9.26%, reflected in the Union's exhibits, as a result of the split increase granted. The actual hourly rates went up 71 cents per hour for the 1982-1983 school year for this group even though the clerical employees have not yet received their increase. Other District employees have also received their increases by this point in time.

In conclusion, the Union argues that it has met its burden of proof under the statutory criteria and that its exhibits and arguments justify the 55 cents per hour requested. Therefore, the Union asks that the arbitrator select the Union's final offer as the most reasonable and direct that the Union's offer be included in the 1982-1983 agreement.

DISTRICT'S POSITION

"In the instant case we see the final labor agreement settlement in an employer function in which there are a series of labor agreements. It matters not that the method of settlement is mediation-arbitration--the fact remains that this is the final agreement. As such, we are faced with an avalanche of figures, many of them imaginatively arrived at to support a settlement that would surpass the others previously settled. This situation is not unique in negotiations to any multi-unit employer. That the last settlement would surpass the previous, and thus be a higher springboard to the subsequent year's settlements in that long roster of years to come, is a solution devoutly and earnestly desired by a labor unit advocate, and this dedication to the future by planning today is accelerated when the unit is only one of the units represented by a particular Labor International. This is the case in this situation.

"All of the teacher-related units are separate from the International Union here involved, but all of the non-teacher affiliated units are a part of this International Union. Thus, through its alliances or direct representation requirements, the union has a serious stake in improving its future position for all units. This is not a matter of condemnation; it is a matter of fact. As a matter of fact, the employer representative recognizes the skill of the labor representative in attempting to make advocacy of a self-serving position one of logic. It will be a cause of great woe, however, if this process of surrounding the wheat with chaff were to become a way to disrupt the obvious attention to comparability followed by the employer representative in the settlements within the employee groups in the past year.

"It would be of no consequence to pursue the doctrine that the work of this school district differs from the work of other school districts. The work accomplishment may be greater or lesser, but the fact is the business of educating children follows accepted lines in this State. Thus, one must presume that the work so performed is comparable to work performed in other districts.

"The employer is also aware that all internal matters must be treated with some equality as far as local settlements go. The local employer is also aware that its local settlements must maintain some comparability to the marketplace. It also understands that standards of settlement must vary from time to time to put all the elements of comparability in step. Thus, we have the history of the past year's settlements within the district, almost a standard for achievement of these goals.

"So it occurs. The year-around working people, not teacher related, had a percentage increase, as demonstrated by exhibit and Mr. Dan Van De Water's testimony, all in the middle 7% range. Two units, directly instruction-related, had slightly higher dollar increases in the continual effort of the employer to

meet the internal and external markets and to make some relationship within units in a continual pursuit of a workable axiological doctrine.

"The employer did not at the hearing, nor will it now, dwell on the method of demonstrating percentage increases by including parts of years beyond those in question. This approach is an invitation to chaos that is best gently declined.

"Having met the standards of internal comparability, the employer must look to the outer spheres; and here it is noted that the settlements obtained are greater than the current average of settlements in government and industry at this time. That the relative position of the employer in regard to pay for comparable positions in other school districts is high, if not the highest; and that pay comparability with other governmental units is clearly demonstrated. The employer is making an offer of over 7% at a time when the public news media is replete with announcements of settlements that are of a lesser amount. Although this is a settlement to be comparable with agreements a year past, it must be noted that we operate in a public arena subject to public response and the general public may well conclude that the employer offer is excessive given the current market.

"Although this is of great concern to the public employer, it has chosen not to deviate from those standards of fairness that have marked its history and make the current offer based on what was agreed to by other units for the year now ending on figures based on the facts as they exist."

With regard to the Union's reliance on the increase granted confidential secretaries for the 1982-1983 school year, the District points out that said increases were "in line with its position in a bilaterally agreed upon study of job classifications and job levels in which the conclusions obtained would be binding." The District notes in this regard that Arbitrator Joseph Kerkman had been selected to function as an "umpire" to determine appropriate wage levels in line with a complete analysis of job classifications introduced by the District after a study of all clerical positions, represented and unrepresented, performing work for the District. According to the District, the increases granted to confidential secretaries, a "completely separate category," is consistent with that plan and represents a "level above" those classifications under consideration by the "umpire."

DISCUSSION

The District points out that it utilized a consistent costing technique for purposes of determining the cost of its final offer in this bargaining unit in relation to the cost of settlements with the other bargaining units represented by the Union and the Teacher's Association. Based on the fact that the cost of the District's final offer in this bargaining unit is roughly equal to the cost of the settlements in certain other bargaining units, the District contends that its offer is "comparable" to these internal comparisons and equitable. However, as the Union correctly points out, there are at least two problems with this argument. First of all, the method of costing utilized, by focusing on what the District identifies as "real wages," gives no consideration to the fact that it is possible to grant split increases, thereby increasing the "lift," without exceeding the 7.5% guideline utilized by the District for budgeting purposes. Using this technique, it was possible to grant a 9.26% increase in wage rates to the custodial and maintenance workers and yet maintain a

"cost" of 7.6%. Secondly, the District did not, in all cases, limit settlements to the 7.5% guideline. The settlement with monitors and teacher aides exceeded the guidelines by granting cents per hour increases which amounted to 9% and 9.6% respectively.

The District would justify the 9.26% lift granted to custodial and maintenance workers as well as the 9% and 9.6% wage increases for monitors and teacher aides, based on the need to increase the wage rates of said employees based on external comparisons. The District submitted a number of exhibits purporting to show the "average" wage enjoyed by employees comparable to the employees in this bargaining unit, in support of its argument that such adjustments were not necessary in the case of this bargaining unit. The Union questions the reliability of the figures submitted as well as the validity of the comparisons on which they are based. Although the Union takes the position that the wide range of duties performed by bargaining unit personnel preclude any direct comparisons, it argues that comparisons to the City of Green Bay, Northwest Technical Institute, and Brown County, are more valid.

Although the undersigned is willing, as noted at the hearing, to assume that the duties of secretaries in the contiguous and athletic conference schools relied upon by the District are roughly comparable, the stated methodology for determining what constitutes an "average" wage in the agreements in those districts would appear to be very questionable. Basically, the "average" figures utilized reflect a simple arithmetic average based on various wage rates set out in the agreements in question. There is no backup data in this record which would establish whether such methodology resulted in comparable figures. More importantly, the undersigned is of the opinion that internal comparisons and comparisons in the Green Bay metropolitan area (which includes a few of the districts identified by the Board) are more reflective of labor market conditions and employment conditions generally for purposes of the Green Bay school system's secretarial staff.

Looking at the internal comparisons, the data would tend to support the Union's position with regard to the appropriate percentage increase in wage rates. Also, the rates which will result if the Union's final offer is implemented will not place the District in a position of being "out of line" with employees employed in Brown County, Northwest Technical Institute, and the City of Green Bay.

The undersigned agrees with the District that the Union's data with regard to the percentage increases received by City of Green Bay employees during the period from December 31, 1981 through January 1, 1983, is somewhat misleading. This is so because beginning on January 1, 1982 and continuing to date, the contract periods for the City of Green Bay and the instant bargaining unit have been different. Nevertheless, the undersigned is satisfied that the data provided by Union exhibits and by Joint Exhibits 2, 3, and 4, which are the Collective Bargaining Agreements for the City of Green Bay for the years 1981, 1982, and 1983, are very helpful in determining certain benchmarks for purposes of evaluating the reasonableness of the Union's proposal.

The range of wage rates for job classifications in the City of Green Bay which are deemed most comparable by the Union, was from a low of $5.15 to a high of $7.13 as of December 31, 1981. That date represented the end of a contract year for both the City and the District. At that time two of the wage rates for the

instant bargaining unit were roughly equivalent to the rates for steno II's and typist III's in the City. Those rates were somewhat below the midpoint of the rate range in the City. The other two rates in the District were near to the top of the range for the City but did not exceed the top of the range. It so happens that City employees were granted a mid term wage increase on June 27, 1982 which is very near the date that the wage increase for the District employees will take effect in this proceeding. As of that date, the Board's proposal would place the first two wage rates in this bargaining unit in roughly the same relationship to the steno II and typist III rates as existed at the end of the 1981 contracts for both groups. On the high end, the Board's proposal would place the employees in this bargaining unit in about the same position relative to the top rates in the City. On the other hand, a comparison of the wage rates proposed by the Union does not cause any particular distortion. Thus, a steno II would be earning $6.43 per hour as of that date in the City, whereas a secretary I for the District would be earning $6.41 per hour under the Board's proposal and $6.51 an hour under the Union's proposal. Similarly, a typist III in the City would be earning $6.57 per hour, whereas a secretary II for the District would be earning $6.68 per hour under the Board's proposal and $6.78 per hour under the Union's proposal. A secretarial steno in the City would be earning $7.91 per hour, whereas, the secretary III's and executive secretaries would be earning $7.29 and $7.60 per hour respectively under the Board's proposal and would be earning $7.39 and $7.70 per hour respectively under the Union's proposal. At the end of 1981 the difference between the hourly rate for a secretarial steno in the City and the top rate in the District was 33 cents per hour. Under the Board's proposal, it would be 31 cents per hour, and under the Union's proposal, it would be 21 cents per hour.

If the term of the City's agreement were still the same as the term of the agreement for the District, the above analysis would tend to favor the Board's position. Thus, while both offers would keep the City and District in the same relative relationship that they enjoyed when their 1981 contracts expired, the District's offer more closely approximates the existing relationship than does the Union's. However, it should be remembered that the employees employed in the City only earned the rates in question for the remaining six months of 1982. Their contract expired December 31, 1982 and the evidence indicates that most employees received approximately 38 cents per hour in additional wage increases as of January 1, 1983. Other employees received 50 cents or more per hour in the way of wage increases.

The Board is correct that it is difficult, if not impossible, to make direct comparisons with bargaining agreements which are not coterminous. It can always be said in such situations that the employees in question are either "six months ahead" or "six months behind," depending upon one's point of view. Here, from the Union's point of view, the employees in the District are "six months behind" since they will be required to work at the rate established herein for the entire school year. Therefore, given the fact that the Board's proposal merely keeps pace with the City rates for six months out of the twelve-month period in question, the undersigned does not deem it unreasonable that the Union's offer causes a modest change in the relative relationship between the rates.

Primarily because of internal comparisons, but also because of the above analysis with regard to the relative relationship

between the District's rates and other metropolitan municipal employer rates, particularly those of the City of Green Bay (since the evidence in this case includes detailed information in that regard) the undersigned concludes that the Union's proposal is more reasonable under the statutory criteria than that of the District. Based on the above and foregoing analysis the undersigned therefore renders the following

AWARD

The Union's final offer, submitted to the Wisconsin Employment Relations Commission, shall be included in the parties' 1982-1983 Collective Bargaining Agreement along with all of the provisions which were agreed to by the parties for inclusion therein.

Dated at Madison, Wisconsin this 3rd day of August, 1983.

George R. Fleischli
Mediator-Arbitrator