



1. Change dates to reflect a one-year agreement, expiring June 30, 1984.
2. Amend paragraph 2 of Article VII (Hours) to provide for twenty (20) rather than fifteen (15) minute rest periods.
3. Amend paragraph 2 of Article XI (Wages) to increase the wage rate at Step D by \$.25 per hour effective July 1, 1983, with steps A, B and C to be computed from Step D as in prior years.
4. Amend paragraph 1 of Article XII (Insurance) to provide that the Board will pay up to \$140.86 per month of each employee's premium for a Board approved hospitalization and surgical insurance (balance of paragraph to remain unchanged).

The Union's final offer was submitted by AFSCME Staff Representative Guido Cecchini on September 15, 1983, and it states the following:

- "1. Duration - July 1, 1983 through June 30, 1985
2. Wages - 7-1-83 \$.29 across the board increase  
1-1-84 \$.20 across the board increase  
7-1-84 \$.50 across the board increase
3. Shift Differential - \$.06 per hour for the second shift, \$.10 per hour for the third shift. The cost of this proposal is to be deducted from the 7-1-83 wage increase."

#### ANALYSIS OF THE EVIDENCE

The mediator-arbitrator evaluated the final offer of the Parties in light of the criteria set forth in Wisconsin Statute 111.70(4)(cm)7, which includes:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The 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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in 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 employees, 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.
- 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.

A. The lawful authority of the municipal employer.

This factor is insignificant in that neither Party claimed that the participation of the Employer nor its legal authority to commit the economic resources of the Employer, as a result of this arbitration, are in dispute.

B. Stipulations of the parties.

Neither Party submitted evidence regarding any tentative agreements made during negotiations and subsequent mediation sessions.

C. The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

The Employer never raised the issue of the inability to pay for either final offer. Even if it had claimed inability to pay, Union Exhibit #16 indicates that "a \$329,000 surplus from the fiscal year 1983 budget will go into District One's operational reserve fund." Incidentally, the cost of funding the Parties' final offer is found on Union Exhibit #8 and indicates the following:

UNION WAGE PROPOSAL

PRESENT WEIGHTED AVERAGE HOURLY EARNINGS: \$ 7.93  
(Second and third shift premiums included)

1983-1984:

Cost of Additional Shift Premium:

2. Shift, 11.4 employees (+\$.03)	
11.4 x .03 x 2080 hours =	\$711.36
3. Shift, 3.6 employees (+\$.05)	
3.6 x .05 x 2080 hours =	<u>374.40</u>
Total Cost	\$1085.76

Cost of additional shift premium distributed to 23 employees:

$1085.76 \div 2080 \div 23 = \$ .02$  per hour

7-1-83	+ \$.29	(3.7%)	Increase per hour
	- .02		Additional shift premium per hour
	<u>\$.27</u>	(3.4%)	Actual Increase
1-1-84	+ \$.20	(2.4%)	
	<u>\$.47</u>	(5.9%)	Total Lift
	\$.39	(4.9%)	Actual Cost

1984-1985:

7-1-84 + \$.50 (5.9%) Cost and Lift

EMPLOYER PROPOSAL

1983-1984:

7-1-83 + \$.25 (3.2%)

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 in comparable communities.

The Union has decided to limit its comparables to the custodial unit at the Eau Claire School District and to the Area Vocational, Technical, and Adult Education District One Support Staff. The Employer on the other hand, seeks to use data collected by the Eau Claire Job Service during July, 1983, from various public and private sector employers in the Eau Claire and surrounding area including the four contiguous Vocational, Technical and Adult Education Districts (Employer Exhibit C).

After thoughtful deliberation, the mediator-arbitrator concludes that of all the comparables suggested by the Parties, the only valid ones for this case are the custodial employees working for the City of Eau Claire, Eau Claire School District University of Wisconsin at Eau Claire and District One Technical Institute staff members.

The fact that all the comparables are located in the City of Eau Claire eliminates discrepancies in regard to population, tax base and per capita income. Further, District One and University of Wisconsin at Eau Claire both involve strictly post-high school educational institutions, with regular night classes. The use of the internal comparison is based on the language under factor D which allows the mediator-arbitrator to compare employees generally in public employment. In addition, internal comparisons are valid to ascertain whether or not the Employer is treating all employees in a fair and equal manner.

The mediator-arbitrator did not use the custodial employees working for Eau Claire County in that their salary duration was from January 1, 1982 through December 31, 1983, which only overlaps the Parties' final offer by six months. All the other comparables had the same duration period (i.e., July 1, 1983 through June 30, 1984 and July 1, 1984 through June 30, 1985 for the City of Eau Claire).

The Employer proposes that basic wage rates for its custodial employees be increased by \$.25 per hour at Step D (where the majority of its employees are located, resulting in a \$8.34 basic hourly wage structure (not including longevity) of \$8.11 and \$8.57 per hour. The salary impact upon the entire staff based on the Parties' final offer appears on Union Exhibit #10 as follows:

1983-1984 Employer Proposal:\*

Custodian - 1. Shift	7.06	7.40	7.76	8.11
Cust./Maint. - 1. Shift	7.26	7.61	7.98	8.34
Maintenance - 1. Shift	7.46	7.82	8.20	8.57

\*These figures have been computed from D equals 100%; C equals 95.7% of D; B equals 91.3% of D; and A equals 87% of D, reflecting present % spread.

Second shift premium for the above-mentioned classifications is an additional \$.03.

Third shift premium for the above-mentioned classifications is an additional \$.05.

Step increases are given at the commencement of the first pay period following the first through third anniversary date.

1983-1984 Union Proposal:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Custodian - 1. Shift	7.31	7.65	7.99	8.33
Cust./Maint. - 1. Shift	7.51	8.00	8.21	8.56
Maintenance - 1. Shift	7.71	8.07	8.43	8.79

1984-1985 Union Proposal:

Custodian - 1. Shift	7.81	8.15	8.49	8.83
Cust./Maint. - 1. Shift	8.01	8.50	8.71	9.06
Maintenance - 1. Shift	8.21	8.57	8.93	9.29

The second shift premium for the above-mentioned classifications would be an additional \$.06.

The third shift premium for the above-mentioned classifications would be an additional \$.10.

Step increases are given at the commencement of the first period following the first through third anniversary date (Labor Agreement Article XI, Section 9).

A comparison of the above proposals to those of the comparables shows the following differences as taken from Employer Exhibit C:

<u>Employer</u>	<u>Duration</u>	<u>Pay Range (Hourly)</u>
City of Eau Claire	07/01/83-06/30/84	\$8.31-8.94
	07/01/84-06/30/85	\$8.78-9.45
Eau Claire Schools	07/01/83-06/30/84	\$7.94-8.62
UW-EC	07/01/83-06/30/84	\$5.81-7.24

The above data shows that the Union's proposal is the best offer in light of the pay ranges, except for the University of Wisconsin at Eau Claire, which agreed to no wage increases for the 1983-84 fiscal year.

The other comparable not mentioned above includes staff members at District One. The Employer does not dispute that it reached voluntary two-year agreements (07/01/83-06/30/85) with the unions representing its clerical and teaching units at an increase in wages of 5.5% per year with an overall total package cost of about 7% per year. Further, the Employer concedes that its final offer, which is for a one-year agreement is somewhat less than the 5.5% negotiated with the other unions.

When one reviews the external and internal comparisons collectively, the conclusion is inescapable that the Union's salary offer for a two-year contract best satisfies the criteria under factor D.

In addition to salary and duration, the Employer's final offer proposed to amend paragraph 2 of Article VII (Hours) to provide for 20 rather than 15 minute rest periods. In that it is a benefit to the employees, the Employer's final position on this issue must be considered as being the best alternative.

The Union's final offer reflects a cost of 4.9% to the Employer for the first year and a 5.9% cost for the second year (Union's Exhibit #8). At the end of the two-year period, this adds up to 10.8%, a figure that is still .2% below the cost of the package accepted by the other bargaining units. In addition to the lower cost, consideration must also be given to the Employer's proposal to cap health insurance contributions at the present level. Any increase in health insurance premium will further reduce the above-mentioned increases in wages. Again, the question must be asked: Why is this Employer treating this unit different? Exhibit #9 shows, that this has not been the case up to now. Insurance, just like all other benefits, has been uniformly matched for all employees.

The Union also proposed in its final offer to add a shift differential of \$.06 per hour for the second shift, \$.10 per hour for the third shift. The cost of this proposal is to be deducted from the July 1, 1983, wage increase.

This issue does not require length dissertation. The cost of the additional shift premium does not alter the total cost to the Employer. By subtracting the cost from the total package cost, it is absorbed by all 23 employees in an effort to benefit the majority of the work force (Union Exhibits #7 and #8). Clearly, the Union's proposal is a fair one to all employees and to the Employer.

E. The average consumer prices for goods and services, commonly known as the cost-of-living.

From December, 1983, to the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers increased by a mere 3.3%. This more closely approximates the Employer's final offer. It, however, should be noted that the other bargaining units received two-year agreements that exceeded the Union's proposal and most of the external comparables received more than an increase of 3.3%.

All of the other factors under the law (F, G and H) were either previously mentioned or had no bearing on the outcome of this matter. Further, comment is therefore not necessary.

AWARD

Based on the above, the Union's final offer best satisfies the interests of the mediation-arbitration law and also best satisfies the factors required to be considered by the mediator-arbitrator under such law. Therefore, any and all stipulations entered into by the Parties and the Union's final offer shall be incorporated into the July 1, 1983 through June 30, 1985 agreement.

Richard John Miller  
Richard John Miller

Dated this 30th day of March, 1984

New Hope, Minnesota