

In the Matter of Final and Binding	:		MAR 28 1984
Final Offer Arbitration Between	:		
MADISON AREA VTAE DISTRICT #4	:	AWARD	WISCONSIN EMPLOYMENT RELATIONS COMMISSION
AND	:	CASE XLIV No. 32393	
MADISON AREA TECHNICAL SUPPORT STAFF	:	MED/ARB-2495	
UNION, LOCAL 3872, WFT, AFT, AFL-CIO	:	Decision No. 21257-A	

I. HEARING. A hearing in the above entitled matter was held on February 3, 1984, beginning at 10 a.m. at the Madison Area Technical College, 211 N. Carroll Street, Madison, Wisconsin. The parties were given full opportunity to present oral and written evidence and to make arguments. Briefs were filed.

II. APPEARANCES.

WILLIAM KALIN, Representative, Wisconsin Federation of Teachers, AFT, AFL-CIO, appeared for the Union.

LEE, JOHNSON, KILKELLY & NICHOL, S.C., by DONALD D. JOHNSON, Attorney, appeared for the Board of the District.

III. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer arbitration under Section 111.70 Stats. The Union filed with the Wisconsin Employment Relations Commission a petition on November 4, 1983, alleging that an impasse existed between it and the Madison Area VTAE District 4, and asking for the initiation of mediation-arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act. The Commission, having caused an investigation to be made by staff member Mary Jo Schiavoni, concluded that the parties substantially complied with the procedures set forth in the statutes, and that the impasse remained; and it certified that the conditions precedent to mediation-arbitration had been met. Mediation-arbitration was ordered on December 14, 1983. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as mediator-arbitrator, the Commission appointed him on January 18, 1984. At the hearing on February 3, 1984, both parties advised the mediator-arbitrator that they believed further mediation would be fruitless, and that they desired to proceed directly to arbitration.

IV. THE FINAL OFFERS.

Union Offer:

Effective December 18, 1983, all wages will be increased by 5.5%.

Board Offer:

A. Board drops all of their proposals contained in initial proposal dated October 18, 1983.

B. The stipulations between the parties approved.

C. Salary increased proposal. All wages increased by 2% effective December 18, 1983.

V. FACTORS TO BE CONSIDERED. Under Section 111.70 (4) (cm) 7 an arbitrator in making any decision shall give weight to the following factors:

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. Comparisons of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with 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.

VI. **LAWFUL AUTHORITY.** There is no question here concerning the lawful authority of the Employer to meet the terms of either offer.

VII. **STIPULATIONS.** The parties have stipulated to all other issues that arose between them.

VIII. **INTERESTS AND WELFARE OF THE PUBLIC AND FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT.** There is no question raised here by the Board as to its ability to meet the costs of either offer, but the Board does raise the issue of whether it is in the interests of the public to meet the costs of the Union offer. This subject will be discussed later herein in Section XVI.

IX. **COSTS OF THE OFFERS.** The parties differ as to the costs of the offers in overall compensation, and this is especially because of the way the costs of health insurance are calculated. Changing costs of such insurance present differing percentages for total compensation as estimated by the parties. The following tables summarize the costs as shown by the parties:

TABLE I

PROPOSED DOLLAR COSTS OF WAGES AND TOTAL COSTS OF UNION AND BOARD OFFERS

A. Union Calculation (Un. Exs. 3,4)

Item	1983 Base	Inc.-No Contract Change	Total Prev. Cols.	% Inc.	Salary Increase				Schedule Total Inc. over 1983			
					Union	%	Board	%	Union	%	Board	%
Salaries	\$2,526,765	\$ 17,344	\$2,544,109		\$139,926	5.5	\$50,882	2.0	\$2,684,035	6.2	\$2,594,991	2.7
Health Ins.	232,282	17,715	249,997						249,997		249,997	
Other Items	541,517	11,857	553,374		25,747		9,363		579,120		562,737	
Total	\$3,330,564	\$ 46,916	\$3,347,480	1.42	\$165,673	5.02	\$60,245	1.825	\$3,513,152	6.44 ⁽²⁾	\$3,407,725	3.25 ⁽¹⁾

(1) Union calculates this to be 2.967% by adding $1.142\% + 1.825\%$

(2) Union calculates this to be 6.162% by adding $1.142\% + 5.020\%$

B. Board Calculation (Bd. Exs. "Cost Data")

Item	1983 Base	Inc.-No Contract Change	Total Prev. Cols.	% Inc.	Salary Increase				Schedule Total Inc. over 1983			
					Union	%	Board	%	Union	%	Board	%
Salaries	\$2,526,765	\$ 17,344	\$2,544,109		\$139,926	5.5	\$50,882	2.0	\$2,684,035		\$2,594,991	
Health Ins.	196,852	88,575	285,427						285,427		285,427	
Other Items	541,517	11,856	553,373		25,747		9,363		579,120		562,736	
Total	\$3,265,134	\$117,775	\$3,382,909	3.61	\$165,673	5.07	\$60,245	1.85	\$3,548,582	8.68	\$3,443,154	5.45

From an inspection of the above table it can be seen that there is a considerable difference reported in what the health insurance costs were in 1983 and what they will be in 1984. This difference makes a considerable difference in total roll-up costs and percentages thereof. From testimony it was established that health insurance rates are paid one month in advance of a May 1 rate change, if any. At the beginning of 1983 the Employer had 99 members on a family plan of \$145.51 per month, and 35 members on a single plan of \$57.11 per month. On April 1, 1983, the Employer started paying a new monthly rate of \$184.90 for the family plan, and \$72.51 for the single rate (Un. Ex. 5).

In calculating insurance costs for 1983, the Union applied the earlier plan for four months, and the later plan for eight months, getting a cost of \$232,281.76. In the opinion of the arbitrator this approaches the actual experience of the Board. For 1984 the Union took the later plan and extended it for the 12 months of the year without knowing whether the new rates will rise or fall. For 1984 it got a total of \$249,996.60. Subtracting the earlier sum mentioned above gives a difference of \$17,714.84 which the Union used to estimate the rise in health insurance costs for 1984 (Un. Ex. 5).

The Board in its estimate of the rise in health insurance took the starting insurance plan for 1983 and extended it through the year. It took the starting plan for 1984 and extended that through the year.

Both of these processes produce a doubt about what the true costs of health insurance will be for the Board in 1984, and therefore what the roll-up costs may be and what the percentage overall costs for the Board will be. The costs of health insurance on May 1, 1984, may rise or fall, perhaps more likely rise. If so, the Union is understating the costs. However, if the Board's rationale is accepted to obtain a percentage increase, and if the increase is not as great as in 1983, the Board will be overstating the costs.

For the present then, the arbitrator leans toward accepting the Union position as more nearly reflecting anticipated cost increases, because the Union has used a method of calculation more closely reflecting the actual 1983 experience. Yet it is not to be relied on absolutely. Thus as for percentage increases of the total package, the arbitrator believes on the basis of Table I, A, that the Union offer will produce an overall package increase of 6.44% or greater, and the Board offer will produce an increase of 3.25% or greater.

X. COMPARABLES.

The Union in its various exhibits has submitted several groups of units of government for comparison purposes. These include 16 VTAE districts, as one group; the City of Madison, Madison Board of Education, Dane County and the State of Wisconsin; and these four agencies plus the Milwaukee Area Technical College, and Waukesha and Blackhawk VTAE districts as another group.

The Board in its exhibit on comparables is in part relying on the third group cited above minus Blackhawk district.

In the essential positions of the parties, the Union is relying principally on the VTAE districts, and the Board principally on the Madison area public employees. The argument of the Union is that the work of support staff in the VTAE districts is essentially similar, while staff classifications by title are not so similar where other employees are concerned. The Board argues that the Madison area employees provide similar employment and further the VTAE support employees are in a related job market in the area, and not in the area of other VTAE districts.

The arbitrator believes that for support staff the criterion of comparison between employees performing similar services in VTAE districts outweighs slightly here the comparison between employees under other public or private employers.

XI. COMPARISONS WITH PUBLIC EMPLOYERS.

The following table is derived from Union Exhibits 6 to 13 inclusive.

TABLE II

COMPARISON OF RANK OF SELECTED MATC CLASSIFICATIONS
WITH CLASSIFICATIONS DEEMED SIMILAR IN MADISON CITY,
STATE OF WISCONSIN, DANE COUNTY AND MADISON BOARD OF EDUCATION

<u>Classification</u>	<u>Rank</u>			
	1980 <u>Start/Top</u>	1981 <u>Start/Top</u>	1982 <u>Start/Top</u>	1983 <u>Start/Top</u>
Data Entry Operator	3/4	1/2(a)	3/3	3/3(a)
Account Clerk I	3/3	1/1	2/2	3/2(a)
Programmer II	2/2(b)	2/2(b)	2/2(b)	2/2(b)
Secretary I	2/4(a)	1/2(a)	2/4(a)	3/3(c)
Clerk Typist I	2/3(a)	1/2(b)	1/4(a)	2/3(b)
Maintenance Mechanic I	3/3	1/3(a)	3/3	4/3(a)
Custodial Worker II	3/3	2/3(a)	4/4	4/4(a)
Lead Data Entry Operator	1/2(b)	1/1(b)	2/2(b)	2/2(c)

(a) - 4 units (b) - 3 units (c) - 2 units

Union Exhibits 14, 15 and 16 supply some of the above data, but also include data from Reedsburg Schools, Milwaukee Area Technical College, Waukesha VTAE District, Fort Atkinson, Stoughton, and Portage Schools. The data were used in negotiations in previous years. In reviewing these data, the arbitrator has abstracted data comparing rates for selected classifications in the Madison Area Technical College, the Milwaukee Area Technical College and derived the rank of the Madison VTAE district with the other two. Portions of the tables are derived from Union Exhibits 6 through 13. Sources are identified in this case.

TABLE III

COMPARISON OF SELECTED CLASSIFICATIONS IN
MADISON VTAE DISTRICT WITH MILWAUKEE AND WAUKESHA
VTAE DISTRICT, TOP SALARY

A

<u>Classification</u>	<u>Madison</u> (1)	<u>Milwaukee</u> (2)	<u>Waukesha</u> (2)
Custodial Worker II	6.88	6.31	7.72
Main. Mechanic I	8.16	8.16	7.92
Clerk Typist I	5.98	6.05	5.42
Secretary I	7.24	8.00	6.47
Account Clerk I	7.03	7.25	6.10
Data Entry Oper.	6.36	7.25	5.75
Lead D. E. Oper.	6.79	8.00	-
Data Proc. Prog. II	9.55	10.12	10.08

(1) For year 1980 (2) July, 1980 through June, 1981

B

<u>Classification</u>	<u>Madison</u> (1)	<u>Milwaukee</u> (2)	<u>Waukesha</u> (2)
Custodial Worker II	7.47	8.10	8.49
Main. Mechanic I	8.85	8.82	8.71
Clerk Typist I	6.49	6.54	5.96
Secretary I	7.85	7.83	7.12
Account Clerk I	7.63	7.83	6.71
Data Entry Oper.	6.91	6.54	6.33
Lead D. E. Oper.	7.37	9.23	-
Data Proc. Prog. II	10.36	10.94	11.09

(1) For year 1981 (2) July, 1981 through June, 1982

TABLE III - continued

C⁽¹⁾

<u>Classification</u>	<u>Madison</u> ⁽²⁾	<u>Milwaukee</u>	<u>Waukesha</u>
Custodial Worker II	8.44		
Main. Mechanic I	9.41		
Clerk Typist I	6.90		
Secretary I	8.35		
Account Clerk I	8.12		
Data Entry Oper.	7.35		
Lead D. E. Oper.	8.35		
Data Proc. Prog. II	11.02		

(1) Un. Exs. 6-13 Incl. (2) 1982 rates

D

<u>Classification</u>	<u>Madison</u> ⁽¹⁾	<u>Milwaukee</u> ⁽²⁾	<u>Waukesha</u> ⁽²⁾
Custodial Worker II	8.44	7.58	9.60
Main. Mechanic I	10.00	9.80	9.84
Clerk Typist I	7.33	7.27	6.34
Secretary I	8.87	8.71	8.05
Account Clerk I	8.63	7.27	7.58
Data Entry Oper.	7.81	7.27	7.15
Lead D. E. Oper.	8.33	8.71	-
Data Proc. Prog. II	11.71	12.17	12.53

(1) For year 1983 (2) July, 1983 through June, 1984

The significance of these tables will be discussed hereinafter.

The Union also provided information on percentage increases for teachers in VTAE systems, and subsequently supplied information that an arbitrator had resolved the issue between District 4 and its teachers in favor of the teachers' offer. The 1983-84 percentage increases per cell for teachers range from 4.87% to 5.5% for 12 districts with the Madison VTAE District settlement at 5.5% under the arbitrator's award. Two were not given and in Milwaukee the Union was seeking a 5.5% settlement while the Board offered 3.0%.

Total wages plus longevity without fringes for teachers ranged from 8.0% in the Southwest VTAE to 7.0% at District One VTAE and North Central VTAE. Madison VTAE had an increase of 7.56%. The total salary increase for the Blackhawk District was not known, while in Milwaukee the teachers' offer for this item came to 6.87% and the District's offer came to 4.34%.

Public sector wage settlements by percentages in the City of Madison, the State of Wisconsin and Dane County were shown in Union Exhibit 1. The data showed that the percentage increase for the Madison Area Technical College in 1980 was 8% or 57¢ which ever is greater which constituted the second highest percentage among the four units. In 1981 an arbitrated award gave the employees an 8.5% increase, again second highest. In 1982 the arbitrated award of 6.39% was the lowest in the four units, and in 1983 a 6-1/4% average was again lowest in four units.

Union Exhibit 1-A compared internal package increase costs for the periods of 1980/81, 1981/82, and 1982/83 for teachers, custodial workers, secretarial-clerical workers, and administrators. It did this by adding percentage increases. The three year result for teachers was an increase of 32.76%, for custodial workers, 32.14%, for secretarial-clerical 29.86%, and for administrators 28.43%.

The Madison School Board gave its custodial workers an increase of "4% for 8 months", and the secretarial staff received 6.3% increase for 1983/84.

Union Exhibit 17 reported 1983-84 percentage increase of support staff in VTAE Districts. One district reported a 7.3% increase per cell. Two districts reported a 6.75% increase. Two districts had a 6.0% increase, one had a 5.9% increase, six had a 5.5% increase and one a 3.0% increase. This was the Milwaukee district. Gateway VTAE District increase per cell was not given, and Mid-State was not settled.

Teachers' increases in VTAE districts were reported in Union Exhibit 18. They ranged in settled districts from 6.0% to 5.25% with eight settlements at the 5.5% range.

Positions of the Parties.

The Union contends that the most comparable employers would be the other VTAE districts in the state, because all districts function under the same requirements of the State of Wisconsin and the State VTAE Board. The Union relies on its exhibits 17 and 18 to contend that the Madison District support employees should receive a higher percentage increase than the Board is offering. The Union also says that no district offered its support employees a smaller percentage than its teachers.

The Union notes that Milwaukee and Waukesha and Blackhawk VTAE districts settled for a higher rate than the Board is offering here.

The Union says that its Exhibits 6 through 13 show that it lost rank with respect to other employees which the Board holds comparable. These are the City of Madison, State of Wisconsin, Dane County, and the Madison Board of Education. As for the State of Wisconsin, its employees received an increase when the State picked up retirement costs and in 1982 and 1983 they had higher gains than at Madison VTAE, and they will get a 4% raise in mid year 1984.

Madison public school support staff personnel will receive higher increases than this Board offer.

The Union contends that the employees of the four districts do not perform similar job functions as do employees in VTAE districts.

The Employer states that it is not appropriate for the Union to compare the support staff with teachers' unions as this Union does here. Further, of the six governmental units the Madison district considers itself comparable to, the least comparable is the City of Madison, which comprises only a single municipality. The Madison VTAE District covers 222 municipalities located in all or parts of 12 counties, most of which are rural in character. 34% of the support staff do not live in Madison. Employees in municipalities or school districts in the other 222 units do not enjoy the same fringe benefits as those paid to the District 4 support staff.

Also in comparison among the six units of governments, while Madison City wages may rank high in most instances in the classifications used for comparison, yet in many instances the District's wage offers are second or third. District 4 is a wage leader when there is no directive to indicate that it should be such.

Discussion. The arbitrator has found difficulty accepting the arguments of the parties on their respective positions as to what the data indicate in their favor. The difficulty here is that wage scales of comparison groups prevailing over disparate periods of time are being compared. The contract year for the parties here is the calendar year. The contract year for the City of Madison is the same, and the contract year for Dane County is also approximately the calendar year, but there are no data for 1984. In the case of the State of Wisconsin, the Milwaukee Area Technical College and Waukesha VTAE District the contract year begins about July 1. Thus the wages enjoyed by people in these latter systems over a calendar year will be a composite of two rates. What this looks like is shown in the next table.

TABLE IV

COMPARISON OF PERCENTAGE INCREASES AND EFFECTIVE DATE

	<u>% Inc.</u>	<u>Effective Date</u>
MATC		
Union	5.5	12/17/83
Board	2.0	
Madison City	1.0	1/1/84
Wisconsin State	0	6/23/84
Madison Public		
Office Personnel	5.0	6/83
Milwaukee District	3.0	7/1/83
Waukesha District	5.5	7/1/83

It does not seem to this arbitrator that a true reflection of the rates in one calendar year can be successfully compared with wages set that run for a year beginning in mid-year. In an effort to find comparables in wages enjoyed in the same period of time, the arbitrator has developed the following table.

In this table the data derived from Table III above and from Board Exhibit, "Current Salary Survey", was used to derive what average salaries would be enjoyed in the comparative districts from mid-year 1983 to mid-year 1984 based on known rates and offers. Table VI is derived from Table V.

TABLE V

COMPARISON OF AVERAGE HOURLY WAGES TO BE EXPERIENCED FROM JULY 1983 TO JULY 1984

	MATC Offers ⁽¹⁾		Madison ⁽¹⁾	Wisconsin ⁽²⁾	Madison ⁽¹⁾	Milwaukee ⁽²⁾	Waukesha ⁽²⁾
	<u>Union</u>	<u>Board</u>	<u>City</u>		<u>Pub. Sch.</u>	<u>District</u>	<u>District</u>
Custodial Worker II	8.67	8.52	8.81	7.24		7.582	9.60
Maintenance Mech. I	10.27	10.10	10.39	8.81		9.808	9.84
Clerk Typist I	7.53	7.40	7.42	7.23		7.27	6.34
Secretary I	9.11	8.96	9.26	8.31	9.48	8.71	8.05
Account Clerk I	8.86	8.71	9.10	7.30	8.23	7.27	7.58
Data Entry Oper.	8.02	7.88	8.33	7.30	7.28	7.27	7.15
Lead D. E. Oper.	8.56	8.41	8.90	7.77	7.86	8.71	
Data Proc. Prog. II	12.03	11.82	12.21	12.73	12.23	12.16	12.53

(1) Average (2) Actual

TABLE VI

RANK IN TABLE V OF AVERAGE WAGE, JULY 1983-JULY 1984
UNDER MATC OFFERS FOR 1984

	<u>Union</u>	<u>Board</u>
Custodial Workers II	3rd in 5	3rd in 5
Maintenance Mech. I	2nd in 5	2nd in 5
Clerk Typist I	1st in 5	2nd in 5
Secretary I	3rd in 6	3rd in 6
Account Clerk I	2nd in 6	2nd in 6
Data Entry Oper.	2nd in 6	2nd in 6
Lead D. E. Oper.	3rd in 5	3rd in 5
Data Proc. Prog. II	6th in 6	6th in 6

Because of the different time periods involving contract duration and expiry, the arbitrator does not find the data in Union Exhibits 6 to 13 as summarizing as to rank, conclusive as to whether MATC has fallen behind since 1980, but believes the Table shows some evidence of deterioration in rank since 1981.

Table V shows that in a comparison of a period of known average wage rates from July 1983 to July 1984 for the selected categories, the Union and Board both are generally slightly above the middle except in the position of Data Processing Examiner II. There thus is only a slight argument to be made on the basis of Table VI that the Employer needs to make a higher offer to remain comparable, because the Employer and Union offers both maintain the relative position of the parties in the Employer's group of comparables.

The matter then comes to what weight to give Union Exhibit 17 as to percentage increases given to the support staff in the various VTAE districts. Union Exhibit 17 indicates that the Board offer would result in a drop in relative position for the Union from whatever the present relation of wages are to each other in the districts. The arbitrator believes that the Union offer more nearly meets the statutory standard of comparability since it does not substantially change the relationship with the Board's group of comparables when compared to the Board's offer, and it would retain the relative position of District 4 vis-a-vis support staff in other districts.

In arriving at this position, the arbitrator is not accepting the Union position that its support staff classifications are so specialized that they relate only to such staff in other VTAE districts and not very well to other municipal employees. This point was not established here in sufficient detail.

XII. COMPARISONS WITH PRIVATE EMPLOYMENT.

The Board presented a series of exhibits of a 1983 Survey by the Madison Chapter of ASPA on clerical positions, and ranked the MATC personnel in selected positions on average salary. The following results were reported by the Board in analysis of the data:

<u>Classification</u>	<u>Rank from Highest</u>	
Clerk Typist I	3rd	of 29
Clerk Typist Experienced	4th	of 25
Secretary I	1st	of 28
Accounting Clerk II	4th	of 40
Accountant	2nd	of 21
Laboratory Tech., Jr.	3rd	of 9
Graphics Illustrator	2nd	of 8
Offset Press Operator	2nd	of 11
Offset Press Operator II	2nd	of 18
Senior Computer Operator	6th	of 18
Systems Analyst II	6th	of 12
Systems Analyst III	4th	of 19
Custodian Janitor A	3rd	of 21
Custodian Janitor B	4th	of 22

Positions of the Parties. The Union objects to the exhibits of the Employer on the ground that the survey reported is of dissimilar employers and employees and information on the size of the employer or what is expected of the employee is not given, nor when the salary adjustments take place.

The Board says that its exhibits relating to the private sector again show that it is a leader in the area, and makes it a strong competitor against its own taxpayers who operate businesses.

Discussion. The arbitrator is of the opinion that the Employer's exhibits relating to the pay for classifications that can be found in the private sector is sufficiently valid to conclude that the weight of the statutory factor involving comparisons in the private sector falls to the Employer.

XIII. OVERALL COMPENSATION. No data were furnished by either party on overall compensation, the Union indicating in its brief that fringe benefits are similar in all districts. However, one needs to look at total costs and percentage increases in light of comparative data. A reference is made here to Table I A and Table I B in which percentage increases in roll-up costs are stated thus:

	<u>Union Increase</u>	<u>Board Increase</u>
Union Estimate	6.94	3.25
Board Estimate	8.68	5.45

The earlier discussion noted a defect in the Board estimate, because it used data for calculating the cost of health insurance which was based on the costs at the beginning of the year. The true cost for 1983 was not applied. The Union, while using the true cost of the increase in health insurance in 1983, does not know and did not use the true cost for 1984, but used the starting cost. The true cost for 1984 can conceivably move upward so that the Board's estimate will be nearer the actual cost than the Union; or, the costs may stay the same.

In view of this uncertainty, the arbitrator is not willing to assign a strong weight here to the Union estimate and to conclude that the Board is not matching in total costs other public employees. The most that can be said is that it seems likely the total percentage increase in compensation by the Board will not meet total costs in other VTAE districts based on what is known from Union Exhibit 17.

XIV. COST OF LIVING.

Two Board exhibits relate to the change in the consumer price index for 1983. The parties are using the index for Small Metro Areas in North Central States and applying both the index for urban wage earners and clerical workers (CPI-W), and for all urban consumers (CPI-U). However the exhibits do not show December results. They report only to October 1983 for the Small Metro Area table and to November for the National City Average. The Board emphasizes that the change from the preceding index was 0.8% (actually 0.759%). This however represents a two month change only. The change as reported for Small Metro Areas from the previous October was 3.0% under the CPI-W and 3.3% under CPI-U.

Positions of the Parties. The Union is relying on the CPI-U for its argument here, and notes that there has been a 0.9% increase in the CPI-U between August 1983 and October 1983, annualizing to a rate of 5.4%. It asserts that consumer prices rose 3.8% during 1983.

The Board asserts that its offer is five times the increase in the CPI, based on the 0.8% rise reported.

Discussion. The more appropriate index to use here is the CPI-W (urban wage earners and clerical workers) rather than the CPI-U (all urban consumers). The contract expired in December, so that the appropriate Small Metro Area CPI-W would have been the December report. This not being available, the arbitrator falls back on the year's percentage increase in the CPI-W from October 1982 to October 1983 which is 3.0%. The appropriate cost to be judged against this change is the total cost of compensation. Under this criterion, the Employer's offer of 3.25% increase more nearly meets the criterion than the Union offer of 6.44%.

XV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.

The change in the CPI-W for all items, U.S. average, was 3.6% in January and for CPI-U it was 4.1%. The Board in its brief reported that in Dane County the Union is seeking a 2.2% increase. The Board argues that the Dane County Union offer supports its position with respect to its support staff, when considered further in respect to the Madison City settlement and State of Wisconsin settlement.

The arbitrator concludes that the Employer's offer meets this criterion best.

XVI. INTERESTS AND WELFARE OF THE PUBLIC.

The Board provided an exhibit in its brief to the effect that the Madison District has the second highest valuation of 16 VTAE districts in 1984, and the percentage increase in its valuation was 1.48 between 1983 and 1984. This was seventh in rank of the 16 districts, where the top increase was 3.13% and the lowest -0.42%, with an average of 1.16%.

The Union, after the hearing, supplied information in addition to the above on the Mill Rate and Total Tax Levy of the Madison District. The operational mill rate (0.96982) and debt service mill rate (0.34958) for the district came to 1.3194 which was 10th in 16 districts.

The Union also furnished a report of January 19, 1984, by the Department of Industry, Labor and Human Relations on the labor market, showing among other things the year's average unemployment by counties. From the other exhibits the arbitrator identified some adjacent counties to Dane County in which the Madison VTAE district has its office. The average 1983 unemployment rates are listed.

Dane	6.8
Jefferson	11.3
Dodge	10.5
Sauk	15.6
Rock	12.4
Columbia	13.4

Positions of the Parties. The Union notes that MATC has its main campus in Dane County, and this County has the lowest percentage of unemployed of any county in the state, and it has the lowest operational mill rate of all settled VTAE districts.

The Board notes that the equalized valuation of the District has had its lowest percentage increase, an increase of only 1.5% since 1977. This is only a nominal increase. Thus there is an increase on the taxpayer. The Board reports a cutback of federal funding of \$70,727, and students will bear the burden of increases in tuition and fees from 12% to 27.57% of the cost of the increases. Students generally come from lower socio-economic strata.

Discussion. The data supplied the arbitrator shows an ability of the District to meet the offer of either party. The District has had an increase in equalized valuation slightly above the average of 16 districts who have granted raises in percentages above the percentage raise offered by the Board here. Any raise in costs will have some adverse effect on taxpayers as a class, if the indirect value of the service being rendered them or the public is not considered. However in this matter, the arbitrator concludes that the public interest will not be so harmed by the costs of the proposed Union offer as to outweigh other factors to be considered.

XVII. SUMMARY. A review of the foregoing discussion reveals that the unit of government has the ability to meet the costs of either offer. Further while the Union offer increases total costs above those of the Board, yet the impact is not adverse enough to outweigh other matters. The more important matters are wage and total costs and comparisons. The Union offer in percentage increases is more comparable to those obtained by support staff in settled VTAE districts. The Union offer is also more comparable to a percentage increase for teachers obtained through arbitration, wherein comparability with settled districts was a main factor in the award.

Against this must be weighed the fact that the Board's offer in total compensation and wage equals or exceeds settlements obtained in the Madison area with major public employers and industry. The Board's offer also more nearly approximates the change in the CPI-W for 1983.

The arbitrator here believes that the pattern of settlements of persons doing like support staff work in VTAE districts, and the internal pattern in District 4 between support and instructional staff is more weighty, especially as to the preservation of equal treatment for classes of employees.

Based on the foregoing the following award is made:

XVIII. AWARD. The 1984 Agreement between the parties should include the offer of the Union.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE

March 26, 1981