

SEP 18 1985

In the Matter of Final and Binding	:	
Final Offer Arbitration Between	:	WISCONSIN EMPLOYMENT
	:	RELATIONS COMMISSION
SENECA COUNCIL OF AUXILIARY	:	WERC CASE 20
PERSONNEL/SOUTH WEST TEACHERS UNITED	:	No. 34009
and	:	MED/ARB-3002
SENECA SCHOOL DISTRICT	:	Decision No. 22377-A

I. HEARING. A hearing in the above entitled matter was held on July 10, 1985, beginning at 1:00 p.m. at the offices of the Seneca School District, Seneca, Wisconsin.

II. APPEARANCES.

PAUL R. BIERBRAUER, Director, South West Teachers United, appeared for the Union.

KARL L. MONSON, Membership Consultant, Wisconsin Association of School Boards, Inc., appeared for the District.

III. NATURE OF PROCEEDINGS. This is a proceedings in final and binding final offer arbitration. The Union filed a petition with the Wisconsin Employment Relations Commission on October 22, 1984, alleging that an impasse existed between it and the District and requested initiation of mediation-arbitration pursuant to Sec. 111.70 (4) (cm) 6 of the Wisconsin Employment Relations Act. The Commission investigated through Andrew Roberts, a staff member, who reported that the parties were deadlocked in negotiations for a contract successor to one that would expire on about July 14, 1985.

The Commission concluded that the parties had substantially complied with the procedures required by the law, certified that conditions precedent to the initiation of mediation-arbitration had been met, and ordered mediation-arbitration on February 21, 1985. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as mediator-arbitrator, the Commission appointed him on March 18, 1985.

A public hearing was held in the District offices on June 28, 1985, in response to a petition. About 35 persons were present, of whom eight registered to speak. Thereafter mediation occurred which was not successful. The hearing in arbitration took place as noted above, and the parties filed briefs which were exchanged through the mediator-arbitrator on August 17, 1985.

IV. THE ISSUES.

A. The Union's Offer:

"FINAL LAST OFFER OF THE
SENECA COUNCIL OF AUXILIARY PERSONNEL/
SOUTH WEST TEACHERS UNITED

"The attached proposals are set forth as the additions and/or modifications of the 1983-84 Collective Bargaining Agreement between the parties. The Final Offer of the Union, along with the Stipulations of the parties and provisions of the 1983-84 unchanged by these negotiations, shall become the 1984-1986 Agreement.

"ARTICLE XIII - RETIREMENT (1984-1985)

"A. The Employer will contribute an amount of money equal to 7.0% of each employee's gross wage on behalf of each employee to the Employee Retirement Benefit Account.

"ARTICLE XIII - RETIREMENT (1985-1986)

"A. The Employer will contribute an amount of money equal to 7.5% of each employee's gross wage on behalf of each employee to the Employee Retirement Benefit Account.

"ARTICLE IX - HOSPITAL, HEALTH & MAJOR MEDICAL INSURANCE (1984-1985)

"The Board of Education will provide health insurance for all employees for a full twelve month period. The Board will pay \$157.68 per month toward the family plan premium and \$62.54 per month toward the single plan premium during the 1984-85 school year.

"ARTICLE IX - HOSPITAL, HEALTH & MAJOR MEDICAL INSURANCE (1985-1986)

"The Board of Education will provide health insurance for all employees for a full twelve month period. The Board will pay \$181.33 per month toward the family plan premium and \$71.92 per month toward the single plan premium during the 1985-86 school year. If the premiums for health insurance are less than those above, the difference in costs will be applied towards the employee paid portion of the family dental insurance.

"ARTICLE X - DENTAL INSURANCE (1984-1985)

"The employer will make available dental insurance coverage per Appendix B for all classified employees. The employer will pay '50% of the full cost or \$31.69 per month toward the family plan premium and the full cost or \$16.36 toward the single plan premium during the 1984-85 contract year.'

"ARTICLE X - DENTAL INSURANCE (1985-1986)

"The employer will make available dental insurance coverage per Appendix B for all classified employees. The employer will pay '50% of the full cost or \$36.44 per month toward the family plan premium and the full cost or up to \$18.81 toward the single plan premium during the 1985-86 contract year.'

"ARTICLE XX - DURATION OF AGREEMENT

"This Agreement shall be effective as of the first (1st) day of July, 1984, and shall continue and remain in full force and effect as binding on the parties until the thirtieth (30th) day of June, 1986. The parties acknowledge that this Agreement is a full and complete understanding between the parties and shall not be subject to negotiations during the term set forth herein except as provided in Article XVIII, Savings Clause, and/or except as the employee's wages, hours or conditions of employment may be affected.

"Notice of intent to commence negotiations for a successor Agreement may be given by either party on or before March first (1st) of any year the term of this contract is to expire. If no notice is so given, the terms of this Agreement will be extended through June 30, 1987, or if a successor Agreement is not reached by the expiration date, the terms will continue in force until a successor Agreement is ratified and signed.

"This Agreement shall be binding on the parties who are signatories thereto:

"APPENDIX A

"WAGES

July 1, 1984 through June 30, 1985

<u>Class</u>	<u>Position 1</u>	<u>Position 2</u>
I. Bookkeeper	\$6.10	\$7.10
II. Custodians	5.35	6.40
III. Secretaries	5.25	5.85
IV. Instructional Aides	5.00	5.50
V. Cooks, Cleaners/Lunch Servers	4.75	5.10

"July 1, 1985 through June 30, 1986

<u>Class</u>	<u>Position 1</u>	<u>Position 2</u>
I. Bookkeeper	\$6.45	\$7.55
II. Custodians	5.65	6.70
III. Secretaries	5.65	6.30
IV. Instructional Aides	5.30	5.80
V. Cooks, Cleaners/Lunch Servers	4.95	5.40

- "A. Employees working the second shift shall receive 15 cents per hour differential.
- "B. Probationary period employees shall receive 90% of the hourly established wage for position 1 in the appropriate class of employment.
- "C. Upon completion of the probationary period, the employees will be placed on the hourly wage rate for position 1 in the appropriate class of employment.
- "D. Upon completion of two (2) calendar years of employment, the employee shall advance to the hourly wage established for position 2 in the appropriate class of employment.
- "E. An employee transferred from one class to another will not be reduced in position as a result of such transfer."
- B. The Board Offer:

"FINAL OFFER
OF THE
SCHOOL BOARD, SCHOOL DISTRICT OF SENECA
TO THE
SENECA COUNCIL OF AUXILIARY PERSONNEL
FOR THE 1984-85 SCHOOL YEAR

"A. The 1983-84 labor agreement between the parties shall remain in full force and effect for the 1984-85 school year except as modified by the attached stipulation and the following school board final offer:

"1. Article IX - Hospital, Health and Major Medical Insurance.
Change to read:

"The Board of Education will provide health insurance for a full twelve month period. The Board will pay up to \$157.68 per month toward the family plan premium and up to \$62.54 per month toward the single plan premium during the 1984-85 school year.

"2. Article I - Dental Insurance. Change to read:

"The employer will make available dental insurance coverage per Appendix B for all classified employees. The employer will pay up to \$16.36 per month toward the single or family plan premium during the 1984-85 school year.

"3. Article XII - Retirement. Change to read:

"1. The employer will contribute an amount of money equal to 7% of each employee's gross wage on behalf of each employee to the Employee Retirement Benefit Account.

"(Remainder as in 1983-84 agreement.)

"4. Article XIX - Duration of Agreement. Change to read:

"This Agreement shall be effective as of the first (1st) day of July, 1984, and shall continue and remain in full force and effect as binding on the parties until the thirtieth (30th) day of June, 1985.

"(Remainder as in 1983-84 agreement.)

"5. Appendix A. Change to read:

"Wages:

"July 1, 1984 through June 30, 1985

<u>"Class</u>	<u>Position 1</u>	<u>Position 2</u>
I. Bookkeeper	\$6.00	\$6.95
II. Custodians	5.35	6.40
III. Secretaries	5.30	5.80
IV. Instructional Aides	5.10	5.50
V. Cooks, Cleaners/Lunch Servers	4.85	5.10

"(Remainder as in 1983-84 agreement.)"

V. FACTORS TO BE CONSIDERED.

Section 111.70 (4) (cm) 7 of the Statutes requires the arbitrator to 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. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of other employees performing similar services and with other employees generally in public 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 OF THE EMPLOYER. There is no question here as to the lawful authority of the Employer to meet either offer.

VII. STIPULATIONS. The parties have stipulated to one change in the previous contract and are accepting all the other terms of this contract except those in dispute here.

VIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE UNIT OF GOVERNMENT TO PAY. These matters will be discussed in greater detail in Section XVIII of this award.

IX. COMPARISON - COMPARABLE DISTRICTS. There is a fundamental disparity in the school districts presented by the parties for comparisons. The District presents the school districts in the Ridge and Valley Athletic Conference as the proper comparison districts. These include De Soto, Ithaca, Kickapoo, La Farge, North Crawford, Seneca, Wauzeka and Weston. Of these only De Soto, Kickapoo and Seneca are organized.

The Union is proposing the school districts of Boscobel, De Soto, Platteville, Potosi, Richland and Riverdale, which are districts in which aides and/or cooks, custodians and secretaries may be organized. The Union is also offering the districts of La Crosse, Mauston, Nekoosa, Riverdale and Seneca as comparable districts for the wages of bookkeeper. From the brief of the Union one learns that none of the districts are in Crawford County where the Seneca District is and the mileage of the distances from the Seneca District or Seneca itself are as follows: Boscobel, 15; De Soto, 17; Kickapoo, 17; Platteville, 42; Potosi, 40; Richland Center, 30; and Riverdale, 27.

Board Exhibit 21 was the award in a mediation-arbitration proceeding involving the School District of Potosi and its Council of Auxiliary Personnel. The mediator-arbitrator here accepted the local union's comparison list of Boscobel, De Soto, Potosi, Richland, Riverdale, and Seneca. (WERC Case X, No. 30029, MED/ARB-1805, Dec. no. 19997-A, David B. Johnson, mediator-arbitrator, April 8, 1983.)

Concerning the comparables offered, this arbitrator holds with Arbitrator Johnson that "it is inequitable to compare collectively bargained conditions with those which have been unilaterally established by employers." Although the districts offered by the Union are some distance from each other, yet this type of comparison between districts that have had collective bargaining agreements is more equitable than the comparisons proposed by the District with some districts used for comparison purposes in which the employer alone set the rates. This is not to say, however, that the presence of nearby districts where this is the case and the wages established therein do not have some validity. They have some validity in tending to reflect the basic economic viability of an area. Nevertheless the primary comparison districts here will be those where agreements have been arrived at through collective bargaining.

The arbitrator however regards some of the districts used by the Union as having less value for equitable comparison than others. This would hold for Platteville and La Crosse because of their greater size and economic viability, and for Mauston and Nekoosa because of their distance outside the area of primary economic interaction.

X. COMPARISONS OF FINAL WAGE OFFERS. The wage offers of the parties have been given in the report of the final offers. However, the differences in these offers is highlighted in the following table. Since all but one of the 15 employees involved are in the top wage bracket known as Position 2, this bracket will be used here. It is to be noted in the following table that for the 1984-85 wage level, the parties differ only in the bookkeeper rate, where they differ by 15 cents per hour and in the secretary rate where they differ by five cents per hour.

TABLE I

WAGE OFFERS OF THE PARTIES FOR 1984-1985
AND UNION OFFER FOR 1986

Classification	District		Inc.		84-85	Union		Inc.		
	83-84	84-85	\$	%		\$	%	85-86	\$	%
I. Bookkeeper	6.65	6.95	.30	4.5	7.10	.45	6.7	7.55	.45	6.3
II. Custodians	6.10	6.40	.30	4.9	6.40	.30	4.9	6.70	.30	4.7
III. Secretaries	5.40	5.80	.40	7.4	5.85	.45	8.3	6.30	.45	7.7
IV. Instructional										
Aides	5.20	5.50	.30	5.7	5.50	.30	5.7	5.80	.30	5.5
V. Cooks, Cleaners/ Lunch Servers	4.80	5.10	.30	6.2	5.10	.30	6.2	5.40	.30	5.8

Total costs of the offers are reflected in the following information derived from Union Exhibits 5 A-C.

TABLE II

TOTAL ANNUAL COSTS, 1984-85 AND 1985-86

Item	1984-85		1985-86	
	Board	Union	Union	
Salary	\$126,340	\$126,656	\$134,500	
Soc. Sec. (7.02%)	9,490	9,514	10,266	(@7.1%)
Retirement (7.0%)	8,844	8,866	10,087	(@7.5%)
Insurance, Health	15,887	15,888	15,888	
Dental, Ins.	1,963	3,067	5,349	
Total	162,524	163,991	176,090	
Increase	9,554	11,021	12,099	
% Increase	6.2%	7.2%	7.4%	

Difference in 1984-85 of Base Wages = \$316.
 Difference in 1984-85 of Total Wages = \$1,467.

XI. COMPARISONS - COMPARABLE DISTRICTS.

The following tables show comparisons of four of the five classifications for wage offers.

TABLE III

TOP CUSTODIAN RATES IN COMPARABLE DISTRICTS⁽¹⁾

District	83-84	84-85	% Inc.	Rank
De Soto	6.08	6.33	4.1	4
Kickapoo	5.70	5.85	2.6	7
Seneca	6.10	B 6.40 U 6.40	4.9	2
Boscobel	5.95	6.05	1.7	6
Potosi ⁽⁶⁾	5.97 ⁽²⁾ 6.52 ⁽⁴⁾ 5.97	5.52 ⁽³⁾ 6.77 ⁽⁵⁾ 6.22	-7.5 3.8 4.2	
Riverdale	6.24	6.39	2.4	3
Richland	7.70	8.16 ⁽⁷⁾ 6.50 ⁽⁸⁾	5.9 6.6	1

- (1) From Board Exs. 10b, 11b, 13b, 14b; Union Exs. 10, 11, 21.
- (2) From Bd. Ex. 13b.
- (3) From Bd. Ex. 14b.
- (4) From Un. Ex. 10, Head Custodian.
- (5) From Un. Ex. 11, Head Custodian.
- (6) In 1984-85 Potosi had a split schedule. The Custodian at the 4th step, as distinguished from a Head Custodian, went from \$6.12 on 7/1/84 to \$6.17 on 11/1/84 to \$6.22 on 3/1/85, an average of \$6.17 per hour (Un. Ex. 20). The change was from \$5.97 to \$6.17 on the average, or a 3.4% increase. The lift was from \$5.97 to \$6.22, or 4.2%.
- (7) Maintenance Engineer, 5th Step (Class IV).
- (8) Class III. High School Day Custodian, 5th Step.

TABLE IV

TOP SECRETARY RATES IN COMPARABLE DISTRICTS (1)

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Inc.</u>	<u>Rank</u>
De Soto	5.67	5.92	4.4	2
Kickapoo	5.47	5.66	3.5	6
Seneca	5.40	5.80 B. 5.85 U.	7.4) 8.3)	4
Boscobel	5.65	5.75	1.8	5
Potosi	5.67	5.87 5.92(2)	3.5) 4.4)	3 2
Riverdale	6.24	6.39	2.4	1
Richland	-	-		

(1) Bd. Exs. 10c, 11c, 13c, 14c; Un. Exs. 10, 11.

(2) Un. Ex. 11.

TABLE V

TOP WAGE RATES OF INSTRUCTIONAL AIDES (1)

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Inc.</u>	<u>Rank</u>
De Soto	4.80(1) 4.91(3)	5.10(2) 5.16(4)	6.2) 5.1)	5
Kickapoo	6.24	4.63	-25.8	6
Seneca	5.20	5.50 B. 5.50 U.	5.8) 5.8)	3
Boscobel	5.35	5.35		4
Potosi	5.27(5) 5.37(7)	5.52(6) 5.62(8)	4.7 4.7	2
Riverdale	5.49(9) 6.24(11)	5.64(10) 6.39(12)	2.7 5.6	1
Richland	-	-		

(1) Bd. Ex. 10d.

(2) Bd. Ex. 11d.

(3) Un. Ex. 10.

(4) Un. Ex. 11.

(5) Bd. Ex. 13d.

(6) Bd. Ex. 14d. Teacher Aide lift, average = 5.47.

(7) Un. Ex. 10. This position is a Clerical Aide. A Teacher Aide is at 5.27 (Un. Ex. 20).

(8) Un. Ex. 11. Clerical Aide lift average = 5.57.

(9) Bd. Ex. 14d.

(10) Bd. Ex. 14d, Aide, 3rd Step (Union Ex. 22).

(11) Un. Ex. 10.

(12) Un. Ex. 10. Certified Aide, 3rd Step (Union Ex. 22).

TABLE VI

TOP WAGE RATES COOKS, CLEANERS/LUNCH SERVERS IN COMPARISON DISTRICT (1)

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Inc.</u>	<u>Rank</u>
De Soto	4.98 5.24(2)	5.23 5.49(3)	5.0) 4.8)	3
Kickapoo	4.70	4.85	3.2	6
Seneca	4.80	5.10 U. 5.10 B.	6.3) 6.3)	4
Boscobel	5.05	5.05	-	5
Potosi	5.27 (5.37(4) (5.27(8)	5.52 5.62(5) 5.52(9)	4.8) 4.6)	2
Riverdale	5.49 6.04(6)	5.64 6.19(7)	2.7 2.5	1
Richland				

continued next page

TABLE VI - continued

- (1) Derived from Bd. Exs. 10e, 11e, 13e, 14e; Un. Exs. 10, 11.
- (2) Un. Ex. 10.
- (3) Un. Ex. 11.
- (4) Un. Ex. 10, Head Cook.
- (5) Un. Ex. 11. Figure denotes "lift" for Head Cook. Aver. = 5.57.
- (6) Un. Ex. 10. Head Cook.
- (7) Un. Ex. 11. Head Cook.
- (8) Un. Ex. 10. Cook/Baker.
- (9) Un. Ex. 11. Cook/Baker "lift". Aver. = 5.47.

In the comparisons of the foregoing four classifications of employees, it should be noted that the Board in its exhibits 11 b to e compared the wage rates in 1984-85 within the Ridge and Valley Conference. As for Custodians, the District and Union offers, both alike at \$6.40, were exceeded only by Ithaca. In the Secretary classification, the Board and Union offers, differing by five cents, were exceeded only by North Crawford. The Seneca offers for Instructional Aides were highest. The Seneca offers for Cooks, Cleaners/Lunch Servers, were fourth in seven districts.

In the matter of Bookkeeper wage rates, the Union presented a comparison in its Exhibit 13 from which the following information is abstracted.

TABLE VII

TOP BOOKKEEPER WAGE RATES

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Inc.</u>	<u>85-86</u>	<u>% Inc.</u>	<u>Barg. Un.</u>
La Crosse		8.55		9.08	6.2	yes
Mauston	5.95	8.00	34.5			
Nekoosa	7.88	8.28	5.1			
Riverdale	8.10	8.25	1.9	8.62	4.5	yes
Seneca	6.65	7.10 U. 6.95 B.	6.8 4.5	7.55 U. -	6.3	yes

The Union in its exhibit 14 also presented a study of changes in wage and salary rates from the 1981-1982 year to the 1984-85 year. Of the three classifications of wage rates for Union employees where there is no dispute, the Cooks, Cleaners and Lunch Servers had the greatest percentage increase at 20.85%, and the lowest percentage change was experienced by the Custodians with a 17.43% increase.

In the disputed rate for Secretary, the Union offer for 1984-85 would produce a change upward of 22.13% and the Board's offer would produce a change of 21.08%. The Union offer of Secretary would mean a four year increase of 18.93% and the Board offer of 16.42%.

Changes in four years for non-union personnel in the District would range from 41.38% for the Superintendent to 17.39% for the Transportation Superintendent.

The Union also noted that in 1977-78 and 1978-79 the Bookkeeper position and Administrative Secretary received the same annual salary, but in 1984-85 the Board is proposing to pay the Bookkeeper \$14,456 while it is paying the Administrative Secretary \$15,080. The Union is proposing to pay the Bookkeeper \$14,768 (Un. Ex. 15). In a four year period the Administrative Secretary has increased 18.85% (Un. Ex. 14).

Board Exhibit 11a shows that in the Ridge and Valley Conference for 1984-85, the position of Bookkeeper is not part of the bargaining unit in De Soto and Kickapoo, where the other classifications being compared here are organized. Of the remaining six districts, both the Board and Union offers in Seneca would rank second, with a high of \$8.34 at Weston and a low of \$5.67 at Wauzeka.

Board Exhibit 14 a shows that Bookkeepers are not part of the bargaining unit in Boscobel or Potosi. In Riverdale the Bookkeeper is getting \$8.25. In districts which have primary comparison value, this information is derived from Board Exhibits 13a and 14a, and Union Exhibit 13, but compares only two districts.

TABLE VIII

TOP BOOKKEEPER WAGE RATES IN COMPARABLE DISTRICT

<u>District</u>	<u>1983-84</u>	<u>1984-85</u>	<u>% Inc.</u>	<u>1985-86</u>	<u>% Inc.</u>
Riverdale	8.10	8.25	1.9	8.62	4.5
Seneca					
Board	6.65	6.95	4.5		
Union		7.10	6.8	7.55	6.3

TABLE IX

TOP WAGE RATES FOR FOUR CLASSIFICATIONS FOR 1985-1986 IN PRIMARY AND SECONDARY COMPARISON DISTRICTS

<u>District</u>	<u>Aides</u>	<u>Cooks</u>	<u>Custodians</u>	<u>Secretaries</u>
<u>Primary</u>				
Riverdale	6.76 ⁽¹⁾ 5.91 ⁽³⁾	6.46 ⁽²⁾ 5.91 ⁽⁴⁾	6.76	6.76
Seneca				
Board	-	-	-	-
Union	5.80	5.40	6.70	6.30
<u>Secondary</u>				
Platteville	5.37	5.37 ⁽⁵⁾ 5.29 ⁽⁶⁾	7.12	7.12 ⁽⁷⁾ 5.89 ⁽⁸⁾

- (1) Certified Aide
- (2) Head Cook
- (3) Aide
- (4) Cook
- (5) Head Cook
- (6) Cook
- (7) Administrative Secretary
- (8) Secretary

Position of the Union on Base Wages. The Union holds that wages paid to employees doing the same work for other employers, which wages are arrived at by collective bargaining, are the main comparison to be made. However, the wages and benefits paid to other non-union employees of the same employer and viewed historically are also important.

The Union states that historically in the primary comparison group starting Seneca employees have been within or above the range. The Union therefore sought to reduce the differences by increasing wages more at the maximum end of the schedule. The Union notes when the average starting and top rates of the various classifications in the primary group are taken and compared with the Seneca offers, the Board offer accentuates existing discrepancies except in the rates where its offer is the same as the Unions. The Union believes that great weight should be placed on the Union's attempt to minimize increases at the entry level while seeking to bring the top wage closer to the wages paid in comparable school districts. The District has increased the entry level wage more than the Union, but only one of fifteen employees at Seneca is in the entry level.

In comparing the 1985-86 wage rates, the Union compares Seneca with Platteville where there is a health insurance provision which results in a wage adjustment up or down depending on whether the increase in health insurance is above or below 10%. The Union contends that this will result in a base wage increase of 29 cents plus an increment of 15 cents for nearly all employees.

As to Bookkeeper rates, it is difficult to find comparable bargained rates. Riverdale, the only other bargained position, has a rate which shows that the Union rate is more favorable than the Board's rate. The Union also cites better rates found in La Crosse, Mauston and Nekoosa.

The Union notes the responsibility of the present Seneca Bookkeeper who is the only person responsible for the District's financial records, has no assistance, and is in effect the business manager of the District.

The Union also notes the four year percentage increases for non-union employees. It does not deny these employees their good fortune, but holds that the Union employees should share in it. The Union contends that the straightest parallel between non-union and union wages can be drawn in the case of the Administrative Secretary and the Bookkeeper. To 1978-79 they received equal pay, their roles and responsibilities have not changed, but now the Administrative Secretary receives higher pay.

In the four years six non-union employees received a total of \$28,489 more whereas 15 Union employees received a total of \$18,550.

The Union notes that the Board is using the athletic conference as a comparable group, but makes an argument against using districts where wages are unilaterally set by the boards, and also argues against how data is reported by the Seneca Board. The Union holds to a principle that where there is an unorganized group of employees and where who is a confidential or supervisory employee has not been determined, then all of the employees of the District should be used for comparison purposes. Thus employees described as custodial/maintenance employees in La Farge, Wauzeka, and Weston who received respectively \$6.23 per hour, \$7.19 and \$8.35, are comparable in position to Seneca Custodians, and these salaries should have been reported by the Board in its exhibits.

The Union also argues that if the athletic conference districts are compared for non-union employees, the Seneca District Administrator, and Administrative Secretary have the highest salaries, and Seneca supervisors of employees rank high.

The Union refers to the testimony of a Seneca Board member, who was once a bargaining unit employee, and is now a Crawford County employee, who received a 3% increase. However she works 37-1/2 hours per week and her hourly rate is \$6.16 which is higher than the rate of Seneca District secretaries who earned \$5.85 per hour. Also the testimony of this employee that her husband received a 3.4% increase in a private industry must be related to his earnings of \$9.25 per hour.

Position of the Board on Base Wages. The Board notes that in its list of comparables it has included both the athletic conference and the list reported in an arbitration in the School District of Potosi. The comparables in districts without bargaining units should not be excluded since the statute does not exclude them. The Board rejects Mauston and Nekoosa as being remote from the Seneca labor market, and La Crosse is not comparable since it is urban and industrial.

The Board also holds that it is not proper to compare non-union personnel with union personnel in the District, especially because the duties and responsibilities are different.

The Board objects to the Union Exhibits 10, 11, and 12 which do not have Bookkeepers listed with other employees. The Board objects to the Union's use of certain positions in other districts which are not comparable to any positions in Seneca. These include Certified Aides in Riverdale, Head Cooks in De Soto, Potosi and Riverdale, and Head Custodian in Potosi.

The Board notes that in comparison to athletic conference schools, the Seneca Bookkeeper is second in pay only to the Weston Bookkeeper who is also the District Secretary, the Seneca Custodians are first in wages; Secretaries, fourth; Aides, second; and Cooks, Cleaners/Lunch Servers are fifth.

If the Weston Bookkeeper rate is excluded, the Seneca Bookkeeper has a rate for 1984-85 which is \$1.20 per hour higher than the average. For Secretaries, both offers in Seneca advance the Secretaries from fourth place to third, so there is no reason for the Board to go higher.

The Board notes that in its exhibit for 1984-85 comparing Boscobel, Polosi, Riverdale and Seneca, the Seneca Bookkeeper ranked second to Riverdale, but the differential was reduced from \$1.45 per hour to \$1.30. The Seneca Secretary goes from fourth to third under the Board's offer, as it does under the Union offer; and there is no reason to go to the higher Union rate.

Also, if the Weston Bookkeeper is excluded in the athletic conference list, the average increase of Bookkeepers is 29 cents per hour whereas the Board's offer is 30 cents. The Union offer is excessive and not justified.

In conference exhibits, the Board's offer of 40 cents an hour is substantial when compared to the average increase of 26 cents. The higher Union request is not justified.

In comparing the Bookkeeper positions in Riverdale, the Board is offering a 30 cents an hour increase whereas the Riverdale increase is 15 cents an hour.

In the athletic conference, the average increase for Secretaries was 12 cents. The Seneca Board offer is 40 cents.

Discussion on Base Wages. Table II shows that the difference in the offers for base wages in 1984-85 amounts to \$316, the Union offer being larger and represented by 15 cents an hour more for the Bookkeeper and 5 cents an hour more for the Secretary than the Board offers. The matter then becomes one of whether the Board offer as a whole is sufficient and need not have to go these small amounts per hour higher for the classifications involved. No even percentage rates of across-the-board increases are represented in the offers of either party (see Table I). One then must have recourse to other Tables showing the districts of primary comparison, namely districts which have union employees with collective bargaining rights.

In comparing the classifications of employees, the arbitrator has noted that the data supplied by the parties was different for the same school districts. The arbitrator in looking at these differences which reflect rates of pay between head employees and employees not in a foreman type position, has found the latter to be more comparable to employees in the Seneca District where "head" classifications do not exist. Following this pattern the arbitrator then ranked Seneca. The results were such that for 1984-85 Seneca ranked second in seven in Custodian rates (Table III), fourth in six in Secretary rates (Table IV), third in six in Instructional Aide (Table V), and fourth among six in Cooks, Cleaners/Lunch Servers.

Since the parties have agreed on the same rates for Custodians and Aides and Cooks, the place of Seneca will not be discussed. However, the Board offer for Secretary, which represents a 7.4% increase and advances the position among the comparables from 5th to 4th is adequate, since the Union offer at 5.85, representing an 8.3% increase, also does not advance the position beyond fourth in rank.

In the matter of Bookkeeper, only one comparable for Seneca among the primary comparables exists, and this is at Riverdale, where the position is substantially higher. The other rates cited by the Union are of secondary interest only.

The comparison of the relation of the Bookkeeper to one non-union employee, the Administrative Secretary, has some relevance since the two positions at one time were valued equally. The testimony of the Bookkeeper about her responsibilities and work is persuasive that the Union offer of a closer approach to the Riverdale rate is justified.

With the exception of the relationship of the Bookkeeper to the Administrative Secretary rate, the arbitrator finds the information provided by the Union of raises proffered to administrative and supervisory employees only to have weight as to evidence of the District as to ability to pay, and not as comparable evidence for the classifications involved here.

As to the 1985-86 rates, the evidence of trends is meager. There are two districts to compare with Seneca. One is the Riverdale District, and one is the Platteville District, which is not a district of primary comparison. The arbitrator has assembled data in Table IX. For comparisons he has used classifications which are not head positions in the classification. The Union offer for 1985-86 approximates, though not closely in two positions, the rates in Riverdale. The value of Table IX is chiefly to be found in a conclusion reached that the Union offer for 1985-86 is not of such an excessive nature as to bar consideration of a two year agreement. This aspect of the offers will be discussed later.

In summation, the arbitrator concludes on the basis of the Bookkeeper rates that the Union offer on basic wage rates is slightly more comparable and reasonable than the Board's offer.

The information on comparable rates for similar classifications elsewhere is insufficient in quantity and authority to make any conclusions thereon except as to the percentage increases which will be considered later.

XII. RETIREMENT. The Union is proposing that the Employer pay 7% of the employees gross wage in 1984-85 to the Employee Retirement Benefit Account and for 1985-86 7.5%. The Board is proposing 7% for the 1984-85 year. The following is abstracted from Union Exhibit 16 as to retirement.

TABLE X

RETIREMENT BENEFITS IN DISTRICTS OF COMPARISON
BASED ON SALARY OF \$8,443.73, 1984-85

<u>Primary District</u>	<u>Plan</u>	<u>Amount</u>
Boscobel		-
De Soto		\$300 ⁽²⁾
Potosi		-
Richland	11.5% of salary	971.03
Riverdale	4% of salary	337.75
Seneca		
Union	7% of salary	591.06
Board	7% of salary ⁽¹⁾	589.56
<u>Secondary District</u>		
Platteville	11.5% of salary	971.03

(1) Board salary used - \$8,422.65.

(2) 12 month employee.

TABLE XI

RETIREMENT BENEFITS IN DISTRICTS OF COMPARISON
BASED ON SALARY OF \$8,966.69, 1985-86

<u>Primary District</u>	<u>Plan</u>	<u>Amount</u>
Riverdale	4% of salary	\$ 358.67
Seneca		
Board	-	-
Union	7.5% of salary	672.50
<u>Secondary District</u>		
Platteville	12.17 x salary	1,091.25

Board Exhibits 11a-e reported on retirements paid by the Boards in the Ridge and Valley Conference. No conference district paid any retirement for a Bookkeeper position and only De Soto paid a retirement amount for Custodians, Secretaries, Aides, and Cooks, Cleaners/Lunch Servers, and this in the amount of \$200.00 for 9 to 11 month employees. The De Soto agreement makes a payment of \$300 toward an annuity for a 12 month employee.

Position of the Union. The Union states that the 1985-86 District paid retirement should be viewed in comparison to changes occurring in retirement provisions and other fringe benefits including total fringe benefit provisions and retirement benefits received by the District's other employees. The Union notes that when the averages of Platteville, Richland, Riverdale and De Soto are taken for 1984-85 this average is \$644.95 which is above the Seneca retirement payment of \$591.06. When the retirement benefits of Platteville and Riverdale are averaged for 1985-86 Seneca is again below this average of \$724.96 with a proposed payment of \$644.95. The Union relies heavily on the bargained position of the employees in Platteville and asserts that the movement from a 7% to a 7.5% retirement amount in 1985-86 is not unreasonable.

The Union also asserts that the District pays 11.4% of the gross salary for the professional employee retirement benefits. It notes that these employees are in public employment in the same community, a comparison criterion found in Section 111.70 (4) (cm) 7d of the statutes.

Position of the Board on Retirement. The Board notes that in every district in the Ridge and Valley Conference and in Boscobel, Potosi and Riverdale, the Board had superior retirement benefits.

Discussion. Tables X and XI indicate that the Board offer of 7% retirement benefits for 1984-85 are substantial in the primary comparison group, where three districts have no such benefit at all and where only one district in the group exceeds the benefit existing in Seneca. The Platteville information, while informative, has only secondary value, and varies considerably from the practice in the majority of the districts of primary comparison.

Some value of internal comparison within the Seneca District must be attributed to the retirement benefits of professional employees. However this must be weighed against the comparison of what employees in similar classifications get elsewhere. The arbitrator believes that the latter evidence has a greater weight here.

It is to be recognized both offers are the same for 1984-85, and so the discussion here is really whether the retirement benefit of 1985-86 should be increased by 0.5%. The evidence of what is happening in 1985-86 is too meager to base any conclusion on that, and the present evidence is that the District payment is on the high side in comparison. The District's offer is more reasonable.

XIII. HEALTH INSURANCE. The proposals of the parties on this issue can be reduced to the following table.

TABLE XII

HEALTH INSURANCE OFFERS SUMMARIZED

<u>Year</u>	<u>Offer</u>	<u>Mode of Payment</u>	<u>Amount Per Month</u>	
			<u>Family</u>	<u>Single</u>
1984-85	Union	Pay toward	\$157.68	\$ 62.54
	Board	Pay up to	157.68	62.54
1985-86	Union	Pay toward. If costs are less, then difference is applied to employee paid portion of family dental ins.	181.33	71.92
	Board	-	-	-

In Union Exhibit 16 the Union reported health insurance benefits of the six comparable districts and Platteville which are as follows.

TABLE XIII

HEALTH INSURANCE IN COMPARABLE DISTRICTS 1984-1985

<u>District</u>	<u>Monthly Rate Paid by Employer</u>		<u>Annual Value to Employee</u>	<u>Rank</u>
<u>Primary Comparison</u>				
Boscobel	\$150.00	Full	\$1,800.00	5
De Soto	146.60	90%	1,777.68	6
Potosi		Full	2,549.06	1
Richland	191.13	90%	2,064.24	3
Riverdale		Full	2,180.00	2
Seneca (either offer)	157.68	Full	1,892.16	4
<u>Secondary Comparison</u>				
Platteville	208.00		2,496.00	

Board Exhibits 11a to e indicated that the Boards in the Ridge and Valley Conference paid for health insurance for all the categories where a position existed. The amounts paid were not stated except that in North Crawford the Board paid 100% of the single plan rate and 90% toward the family plan rate. This information was for 1984-85.

Board Exhibits 13a to e, again for 1984-85, indicated that in Boscobel, Riverdale, and Potosi, Boards paid the insurance rates, if a position was in the bargaining unit, among the five positions in consideration here. Amounts were not given.

In 1985-86 the Union offer in Seneca can be compared only with payment in Riverdale, an annual payment proposed by the Union of \$1,892.16 as compared to a Riverdale payment of \$2,333. A district with a secondary comparison value is Platteville where the annual payment by the Board would be \$2,496.

Position of the Union on Health Insurance. The Union states that its offer using the terms of "payment...toward" does not create an issue even though the Board has inserted "payment up to" as far as 1984-85 rates are concerned, because the rates were already known. However the use by the Board of "up to" in 1984-85 would create a problem if used in 1985-86. Cost is not the issue. The issue is whether monies included in an employee bargaining package should go back to the employer or the employee. The money is money bargained by the employee and should go back to the employee.

In a multiple year agreement as proposed here, there are unknowns. The unknown in the Platteville agreement was the health insurance rates. In Platteville there is a provision that if the health insurance costs go up less than 10%, the value of each cell in the wage schedule would go up accordingly; or if the cost was more than 10%, it would go down. This is a proposition that washes both ways. The same is true here. If the rate goes higher than the stated rate in the Union proposal, the employees will have to pay it; if it is less, the employees should not be compelled to turn back money to the District.

The Union notes that while in the 1984-85 agreement the proposals are the same in dollar amount, yet for the comparison group of districts used by the Union, including Platteville, the Seneca payment is less than the total group average which the Union says is \$2,182.74. In the 1985-86 proposal the issue is whether the Union demands are excessive and whether the employees should return money to the District. The Union rejects the District's attempt to take back money the Union has bargained into the language.

Position of the Board on Health Insurance. The Board, citing its comparable districts including the Ridge and Valley Conference and Boscobel, Potosi and Riverdale, asserts that its health insurance benefits are at least comparable with all the districts.

Discussion. Reference is made to Table XIII above which shows the rank of Seneca among comparable districts in payment toward health insurance. The rank of Seneca at fourth of six in dollar value does not appear to be adverse to the Employer's offer, especially since the provisions of the health insurance in force and the experience of the various districts is not known to the arbitrator. The dollar amount therefore involved in the 1984-85 portion of this contract, an amount acceded to by both parties, does not necessarily indicate any need for Seneca to catch up.

However, more complicated issues are involved here. One is the change proposed by the Board for the 1984-85 agreement from the previous agreement whereby the Board states that it will pay up to rather than pay towards the insurance premium a flat amount. The effect of this is to provide a cap which can slide downward. This provision in one sense is without meaning since the 1984-85 premiums have been known, and it does not appear that the Union is making a claim for any money up to the caps, if the Board has paid less. However, the Union strenuously objects to putting this provision in 1984-85 as it presumably would be used in 1985-86 if a subsequent agreement is negotiated. It is the Union's contention that when a flat dollar amount is designated, or a cap of some type is designated, and the insurance rates fall below that cap, the difference between the rates and the cap should be distributed to the employees as money coming to them. The Union is proposing to do that in 1985-86 by having any such money be applied to the employee's payment of dental insurance. It cites a provision in the Platteville agreement of like import.

First, as to the switch from "pay toward" to "pay up to" by the Board, the arbitrator scanned Union exhibits on the matter that might have some bearing. There is a kind of "pay up to" provision in the Richland contract under which the Board will pay 100% of the single plan or 1/2 the cost of the family plan, whichever is less. There is a "pay up to" provision in Riverdale De Soto has full payment for the single plan and 90 percent for the family plan. The arbitrator believes that such comparisons as exist would justify the District in changing a statement using the language "pay toward" to the language "pay up to". The matter does raise the possibility of a future issue if the dollar amount stated or cap stated does not meet full costs. The arbitrator does not know from any testimony if the District has not been meeting full costs of health insurance.

A more important issue is the proposal of the Union to set a dollar cap for 1985-86 and then provide for a repayment of some to the employees in the form of payment toward the employee's dental plan, if costs are less than the cap costs. Other than Platteville, no comparables are cited for this concept. The Union is proposing an increase in the family plan from \$157.68 to \$181.33 and from \$62.54 per month to \$71.92 for the single plan. These are fifteen percent increases. What the Union is basing these on is not clear to the arbitrator. The effect of the Union offer here is to set a target without relation to a known or estimated cost, and if the costs go under the target, to retain the difference for the Union. This procedure has some merit in bargaining for a two year agreement, but the arbitrator would find it more acceptable if there were some evidence that the amounts stated were based on some kind of justified estimate of increases expected. Also its lack of comparability among the primary comparable group leads the arbitrator to conclude that it does not meet the criterion of comparability. The Board's offer is the more comparable type of offer.

XIV. DENTAL INSURANCE. The parties proposals for dental insurance can be shown by this table.

TABLE XIV

PROPOSAL FOR DENTAL INSURANCE

1984-85

Union	Family - 50% of full cost or \$31.69 per month. Single - full cost or \$16.36 toward single plan.
Board	Family - pay up to \$16.36 per month. Single - pay up to \$16.36.

1985-86

Union	Family - 50% of full cost for \$36.44 per month toward plan. Single - full cost or up to \$18.81 toward plan.
Board	No second year proposal.

Union Exhibit 16 shows that in the primary comparable districts Potosi is the only other district with a dental plan of \$25 per month for 1984-85. Platteville, a district of secondary comparison, pays 93% of \$39.10 for dental insurance.

In 1985-86 no primary districts who have settled have a plan, and in Platteville, the plan calls for a plan of 93% of \$43.01. The payment on the part of the District is about 10% more in 1985-86.

Board exhibits show that in the Ridge and Valley Conference dental insurance exists in 1984-85 only in one other district, La Farge, but the amount is not stated. In the District of Boscobel it exists, and in Potosi for four of the five classifications which are in the bargaining unit there.

After the hearing, the Union submitted an Exhibit #17 B which was a bid for a dental plan, which bid the Union requested. The carrier offering the plan listed benefits obtainable under the plan, and proposed a single plan rate of \$10.38 per month and a family plan of \$31.56 per month, the plans to begin September 1, 1985. The Board objected to the receipt of the exhibit, but the arbitrator accepted it for study as to any merits it may have.

Position of the Union on Dental Insurance. The Union states that there are two issues here - the use of excessive health insurance monies to roll up to full payment of dental insurance, and the Union proposal that the Board absorb 50% of the family premium. The Union demand for 50% payment by the District stems from the excessive cost of the family policy which it states in its brief is \$63.18 a month. This is a cost of \$47.02, which the Union says is an unbearable burden on the low income workers. The Union asserts that the other districts where dental insurance exists pay more per month toward the premium than does La Farge. The Union asserts that by having the District pay more of the cost, the District and the Union will have a mutual concern to keep costs down. The Union believes that cost savings are possible.

Though there are not many districts where dental insurance exists, the issue here is the payment of premiums since the provision has already existed in the District.

The Union states that its provision for a 1985-86 contract amounts to a transfer of one employee bargained cost from another provision. The Union is willing to minimize the Board's cost through another policy which it asserts can be obtained.

The Union asserts that its exhibit No. 17 should be considered, because it shows how the parties could benefit from wise consumer practices. The submitting of the exhibit is not an attempt to modify a final offer, nor does it raise a new issue.

Position of the Board on Dental Costs. The Board argues that in terms of dental insurance, the District position on this item is superior to the majority of the districts the Board uses as comparables.

The Board holds that the Union has inappropriately introduced a new proposal. This kind of proposal is barred after the offers have been submitted as it calls for a changing of benefits which are a mandatory subject of collective bargaining. New issues have been created and should be resolved only by normal collective bargaining, a position supported by decisions of the Wisconsin Employment Relations Commission. The new proposal also makes the language of the Union offer ambiguous in that the Union in its offer proposes that the Board pay 50% of the full cost or \$31.56 per month. In the case of this new proposal the family plan cost is \$31.56. The Board asks which it is to pay - the 50% amount or the full amount. The Union's proposal is therefore ambiguous. The differences should be settled by bilateral negotiations and not interest arbitration.

Discussion. The matter of the proposed Union Exhibit 17 B will be addressed first. The arbitrator considers this exhibit to be merely an additional exhibit on the part of the Union to illustrate its argument that the Board dental costs are too high and that the employees are compelled to share too great a burden on the costs. The arbitrator does not consider it as a new proposal. However the arbitrator is not accepting it, since it is a form of evidence on an issue when the parties had rested their case without an agreement to allow new evidence to come in during the pendency of the proceedings. Even if the arbitrator were to accept it, the exhibit would be a dubious worth, because no evidence was introduced as to what the benefits are under the existing plan, and it would be impossible to determine if this lower rate is indeed a saving without cutting benefits.

As to the evidence derived from the exhibits entered, the Board and Union exhibits alike show that the few of the districts the parties use as comparables have any dental plan as a feature of their collective bargaining agreements. This is a weight in favor of the position of the Board. However, the matter of the costs to the parties must be considered once the benefit plan has been a feature of a previous agreement and is extended to a successor agreement as is the case here. The 1984-85 offers will be considered first. The Board is offering a flat rate of \$16.36 toward the single plan or the family plan. The Union language adopts the Board position for the single plan, but as the arbitrator reads its offer, the offer states that the Board will pay 50% of the cost or \$31.69, which in effect puts a cap on the Board cost for the family plan at \$31.69.

It appears from the previous contract terms that the Board picks the carrier and the plan. This might result in a plan with a considerable cost toward which the present Board family plan payment would be a minor fraction. The Board's additional total exposure under the Union proposal is \$15.33 a month, \$183.96 per employee per year. The Board figures its increased cost for six employees under the family dental plan for 1984-85 to be \$1,103.76 (Bd. Exs. 5a, 5b).

The principal that appears to the arbitrator here to be a reasonable one is that some increased payment on the part of the Board for a family plan is justified. The Board's exposure is not too much. Thus as far as the idea of a differential in payment between the single and family plan in insurance benefits, the arbitrator believes that the Union offer for 1984-85 is reasonable.

In 1985-86 the Union has raised the cost of its proposal to a cap of \$18.81 for the single plan and a cap of \$36.44 for the family plan. These are raises of 15% in the exposure of the District. Again, no explanation was offered by the Union for increasing the cap by this percentage. However, it must be noted that it is possible for the Board to be able to pay less than these caps since the language "up to" is used; so these unexplained increases in the caps are not fatal to the reasonableness of the Union offer.

On the whole, therefore, the arbitrator is of the opinion that the Union offer on dental insurance is the more reasonable one.

The aspects of the transfer of funds to help abate the remaining cost to the employee has been discussed earlier and will not be repeated here.

XV. OVERALL COMPENSATION. Table II foregoing shows that the total annual costs of the offers for 1984-85 would be \$162,524 for the Board offer, or an increase of 6.2%, and an increase of \$163,991 for the Union offer, or an increase of 7.2%. The dollar difference of the total costs is \$1,467. In 1985-86 the Union is proposing a total package costing \$176,090, or a 7.4% increase.

The Union in its Exhibit 16 listed the cost of its estimates of the value of fringe benefits for employees in the comparable districts plus Platteville which the arbitrator considers of secondary comparison value only. Two of the six remaining districts have life insurance and none Long Term Disability Insurance which is present in the Platteville agreement. Only two districts have dental insurance of which Seneca as noted is one. The following table shows the value imputed by the Union to an employee with the average annual salary of \$8,443.73 including the Union offer. For the Seneca District the Union imputed an average value of \$8,422.65 under the Board offer.

TABLE XV

ESTIMATED VALUE OF FRINGE BENEFITS IN COMPARABLE DISTRICTS

<u>District</u>	<u>Value</u>	<u>District</u>	<u>Value</u>
Boscobel	\$1,800.00	Richland	\$3,288.11
De Soto	2,077.68	Riverdale	2,517.75
Potosi	2,870.56	Seneca	
		Union	2,863.50
		Board	2,678.07

The Seneca benefits, Board or Union, rank third.

The Union exhibit shows that average costs of the fringe benefits including Platteville to be \$2,747.76.

Position of the Union on Total Costs and Benefits. The Union citing its Exhibit 16 as to average benefits contends that the overall fringe benefit costs and overall costs are reasonable. The fringe benefit package for both years is within close range of the average of the comparable group, and the percentage increases are reasonable.

Position of the Board on Total Costs and Benefits. The Board asserts that comparing the benefits with employees of districts it considers comparable, the Seneca employees were receiving greater wages and great retirement, health and dental insurance payments. Acceptance of the Board's final offer will further increase these benefits over those of the comparables. Benefits currently offered by the Board would be greatly enhanced over those districts which do not offer them at all or have such high benefits.

Discussion. The evidence on the point of total costs is deficient in that total costs of comparable districts submitted by either party are not given, and in the case of the Board, dollar costs of benefits are sparsely given. The comparison cannot be made, for instance, of what total wage costs were experienced in districts to see what the percentage rises were. There is however evidence of percentage increases in specific job classifications but nothing applies to over-all costs. The Union's costing out of fringe costs in organized districts is useful, but the arbitrator, who regards Platteville as a district of secondary comparison because it includes a city, has therefore used Union data for five comparable districts other than Seneca and excluded the Platteville data which the arbitrator believes tends to skew results. The average of the fringe benefits of the five districts other than Platteville

listed in Union Exhibit 16 comes to \$2,510.82 which is below both the Union and Board offers for the Seneca District. Similarly taking Platteville out of Union Exhibit 17, leaves a comparison with Riverdale and Seneca for 1985-86 showing a Riverdale fringe benefit cost to be \$2,691.67 compared to a proposed fringe benefit value of \$3,325.22 for Seneca.

The arbitrator is of the conclusion that in fringe benefits and total costs the weight of the criterion to be considered falls to the Board offer.

XVI. COST OF LIVING. The Board submitted information on the Consumer Price Indices up to May 1985. This arbitration involves an agreement which expired on June 30, 1984. This arbitrator has felt that the appropriate index or indices to use are those related to the month of expiry, or the succeeding month as being the most fair application of the concept of changes in the cost of living. The CPI-W for the national average was reported to be at 378 for May 1985 representing a change of 4.1% from the previous May. However this is not informative of what happened between June of 1983 and June 1984, so that any change then cannot be applied as a standard against changes in wages for the year of 1984-85. This is a defect in data upon which to make a judgment. The arbitrator, however, without citing arguments of the parties as to how their data correlates with changes in the Consumer Price Index, comes to the conclusion that both the Board and Union offers for 1984-85 will have exceeded the changes in the cost of living for 1983-84. The Union offer for 1985-86 in percentage increase, exceeds the changes in the percentage increase which occurred between May 1984 and May 1985 where the change amounted to 4.1% for the National CPI-W.

The offer of the Board more nearly compares with the changes in the cost of living.

XVII. DURATION. The Board is proposing a one year agreement and the Union is proposing a two year agreement, with notice for negotiations for a successor agreement to begin on March 1, 1986, with the possibility of extending the agreement to 1987 if neither side gives notice.

Board Exhibit 17 shows that among the athletic conference schools and Riverdale, Potosi, and Boscobel, only Riverdale had a two year agreement for 1984-85 and 1985-86. Of the same cohort six districts are settled for 1985-86.

Position of the Union on Duration. The Union notes that the issue of duration is before the arbitrator when the contract for the previous year ended on June 30, 1985, and the proceedings were in the second month of the next year. It cites arbitral opinion to the effect that negotiations should not drag on. It cites the economic hardship experienced by employees during the 1984-85 contract year. Employees are living in 1985 on wages established in 1983 and are paying for increases in insurance premiums established since. The Union asserts that it is not in the public interests to have another protracted bargaining period. The public interest is best served by labor peace.

Position of the Board on Duration. The Board cites its exhibits which show that only Riverdale out of ten schools which the Board considers comparable has a two year contract arrangement. It notes that most of the non-union schools have settlements for 1985-86 but only one unionized district, Riverdale, has a settlement. This settlement however came in 1984, and thus its two year settlement is to be given little weight as it is not occurring at the same time as this settlement.

Discussion. It is clear that from the use of comparables among districts of primary comparison that the Board offer for a one year agreement is the most comparable. However, against this must be balanced the interest and welfare of the public. The issue here is a successor agreement to one which expired in June 1984. For various reasons the parties were not able

to settle, and the matter is going into the third month of a successor agreement when the parties may begin bargaining all over again for an agreement for 1985-86. The arbitrator does not believe it is in the public interest for the parties to continue in their dispute and feels that in respect to this matter of duration, the public interest outweighs the greater comparability of the Board offer for a one year agreement. As to the larger public interest and the ability of the unit of government to pay, this will be addressed next.

XVIII. THE ABILITY OF THE UNIT OF GOVERNMENT TO PAY AND THE INTERESTS AND WELFARE OF THE PUBLIC.

Board Exhibit 9 was a table showing the median family income in school districts of the athletic conference and in Riverdale, Boscobel and Potosi from the 1980 census. Of the 11 districts involved, Seneca with a median income of \$13,125 was third lowest. It had the highest number of families below the poverty level with a 16.90% rate. With 21.60% of the persons below the poverty level in the District, it was highest in this category. The Board is asserting that the relationships are the same for 1985.

A public hearing was held in the District office on June 27, 1985. About 35 people were present. Two spoke in favor of the Union position, and the arbitrator's notes show that at least seven spoke against the Union offer. Among the positions taken by those members of the public who thought that the Union offer was not in the public interest, these points were made.

- Bookkeepers in different districts cannot be compared, because one does not know if they do the same work.
- People in the District are not getting any raises.
- The Board offer is not unreasonable.
- Mediation-arbitration is costly to the public and the matter would have been settled long ago without it.
- A fifty cent drop in hourly wages would find many takers for the jobs.
- Percentage increases are too high.
- An employer of ten people in the district has given no raises to his employees for two years.
- People in the area are looking for jobs and don't have benefits.
- Taxes are going up, and the School Board has been too generous in the past.
- There are many older and retired people in the area who cannot pay more.
- The Union is hurting itself by its demands.

An employee of the Union, speaking at the hearing, noted that employees are also taxpayers, and as to comparing schools in the athletic conference, the whole conference is below par in its wage rates.

Union Exhibit 30 indicates that the Seneca District will receive an additional \$96,247 in state assistance for 1985-86.

Position of the Union. The Union position basically is that there is no conclusive evidence of the inability of the District to pay the cost of the Union offer, and that it will get considerable increases in state source funds in the 1985-86 school year. The Union also makes the argument it is not in the public interest to have protracted bargaining and relates this to its two year contract.

Position of the Board. The Board cites the events and testimony of persons appearing at the public hearing as best representing the interests and welfare of the public. It also cites the record as to the poverty level and median family income in the District. The Board is not arguing "inability to pay" but rather "difficulty to pay."

Discussion. The arbitrator is of the opinion that the District has the ability to pay and with not too much difficulty, since the differences in the total costs of the final offer are narrow. As to whether it is in the interest and welfare of the public, the evidence is that the Seneca District is one of the districts whose median income is relatively low. There is also evidence that some citizens of the area have for some reason developed not only a strongly voiced opposition to the bargaining unit but to the School Board itself for not cutting wages. This perception of some local people that their interests and welfare are not being served by the Union offer must be balanced against a view as to whether there is another local and larger interest in not having the parties immediately enter into negotiations for a collective bargaining agreement for a year already commenced and about one sixth passed, with the prospects of bargaining for 1986-87 due. The arbitrator is of the conclusion then that the larger public interest is not served by immediately having the resumption of bargaining again, and that the two year contract proposal of the Union is in the larger public interest. The relative difference in overall costs for 1984-85 is a factor which admits of the conclusion that a two year contract is in the public interest, since the bargaining effort of the parties was protracted beyond the life of the agreement.

XIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The major factor to be considered about changes during the pendency of the proceedings is that the National CPI-W at 319.1 during July represented a 3.8% increase above the previous year. This index percentage rise is to be compared to the proposed increase of the Union for 1985-86, which exceeds it. The Board has no offer, as has been noted, for this year.

XX. SUMMARY. The following is the summary of findings and conclusions of the mediator-arbitrator.

1. The Board has the ability to meet the terms of either offer.
2. The parties have stipulated to all other matters other than those dealt with herein.
3. The primary comparison districts are those which have bargaining unit agreements, but which exclude cities much larger than Seneca which is in a rural area.
4. The Union offer on wage rates is slightly more comparable and reasonable than the Board offer, based, however, only on the Bookkeeper rates.
5. The District's offer is the more reasonable and comparable on retirement.
6. On health insurance, the Board's offer is the more comparable type of offer.
7. The Union offer on dental insurance is the more reasonable one.
8. The total compensation offer of the Board is more reasonable in comparison with comparable districts.
9. The offer of the Board more nearly conforms to the changes in the percentage increases of the CPI-W for the 1984-85 agreement.
10. Although the Board offer for a one year contract is clearly the most comparable to the conditions which prevailed in 1984-85 to other districts, yet the fact that the situation here is already in the second month of the succeeding year, and contract bargaining for a third year may appear shortly after 1986, the arbitrator believes that it is in the public interest to have a two year duration to the contract in order to avoid further protracted bargaining.

11. As to the public interest, although there is evidence that the Seneca District is one of the school districts with lower income people, yet the larger public interest here appears to be the avoidance of an immediate resumption of bargaining for a 1985-86 agreement with bargaining for the 1986-87 agreement shortly ahead. The two year proposal of the Union as stated before is the principal matter here affecting the public interest.

12. As for changes during the pendency of the proceedings. the arbitrator takes notice of the change in the Consumer Price Index, National all Cities CPI-W, and notes that the Union offer for 1985-86 exceeds the percentage rate of change from July 1984 to July 1985 which should be the basis for judging comparison changes in the cost of living for 1985-86.

In summary, the arbitrator finds that the Union offer on wage rates, dental insurance and duration have the greater weight than the Board's offer on those items, and the District offer on retirement, health insurance, total compensation and cost of living are the more reasonable according to statutory criteria. Of these matters, the two most weightiest items are overall compensation, favoring the District offer, and the duration issue favoring the Union offer. The arbitrator is of the opinion that this issue of duration here is decisive in view of the length of the negotiations and the relatively small difference in overall compensation costs, and so the Union offer is the offer to be given the greatest weight. Therefore the following award is made.

XXI. AWARD. The successor agreement to the Collective Bargaining Agreement of 1983-84 between the Board of Education of the School District of Seneca and the Seneca Council of Auxiliary Personnel, South West Teachers United, is to contain the provisions of the offer of the Union.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE September 15, 1985