

OCT 01 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the matter of the petition of the  
WISCONSIN EDUCATION ASSOCIATION COUNCIL  
to initiate Mediation-Arbitration between said petitioner and  
NORTHEAST WISCONSIN VOCATIONAL TECHNICAL AND ADULT EDUCATION DISTRICT BOARD

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Appearances: Charles S. Garnier, Coordinator for the Association  
Dennis W. Rader, Attorney at Law, for the Employer

On November 11, 1985 the Northeast Wisconsin Technical Institute Council of Auxiliary Personnel, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, to initiate Mediation-Arbitration between it and the Northeast Wisconsin Vocational and Adult Education District, hereinafter referred to as the Employer. A member of the Commission's staff conducted an investigation on February 12, 1986.

The Union is the certified collective bargaining representative of all employees in the collective bargaining unit consisting of all regular full-time and regular part-time operational support employees working eighteen and three-fourths hours or more per week but excluding all confidential supervisory and managerial personnel. The collective bargaining agreement between the Union and the Employer expired on June 30, 1985. On June 18, 1985, representatives of the Employer and the Union exchanged proposals on matters to be included in a successor agreement.

The investigation conducted by the Commission staff member reflected that the parties were deadlocked in their negotiations. He notified the parties that the investigation was closed on February 26, 1986 and the Commission directed the parties to select a Mediator-Arbitrator to assist them in attempting to resolve their dispute. The parties selected Zel S. Rice II as the Mediator-Arbitrator. They mutually agreed that the hearing would be forgone and that the exhibits would be exchanged through the Arbitrator.

The final offer of the Union proposed that each salary rate be increased by 5 percent effective July 1, 1985 and an additional increase of 2 percent would become effective January 1, 1986 and an additional increase of 5 percent would become effective July 1, 1986. The Employer proposed that the agreement be for a one year period from July 1, 1985 to June 30, 1986 and that the average wage for fiscal 84-85 be increased 6.50 percent with the resulting wage to be effective July 1, 1985. The increase would be across the board with no special adjustments for individual positions. It provided that the average wage would be determined by the listed employee classification monthly wage for July 1, 1984 to December 31, 1984 plus the listed employee classification monthly wage for January 1, 1985 through June 30, 1985 divided by two. It provided that monthly figures would be used and rounded to the nearest dollar. The Employer's proposal stated that its intent was to provide an assured minimum wage increase of 5.5 percent on July 1, 1985 over the rate in existence on June 30, 1985. It stated that in any case where the process for determining the average wage results in a rate change of less than 5.5 percent before rounding the rate of increase would be adjusted to 5.5 percent before rounding.

The Employer's total salary cost for 1984-85 was \$443,030.33. The Union's proposal would provide salaries in the bargaining unit ranging from a low of \$6.82 per hour for the Student Life Aide and Graphics Aide I to a high of \$11.83 per hour for the Placement Aide. The monthly salaries in the bargaining unit

would range from a low of \$1,109.00 per month for the Student Life Aide and Graphics Aide I to a high of \$1,872.00 per month for the Media Technician. Employees would receive longevity payments of \$17.50 per month beginning the sixth year of employment, another \$17.50 per month beginning the eighth year of employment, another \$17.50 per month beginning the tenth year of employment and another \$17.50 per month beginning the twelfth year of employment. Employees who did not have a full work load would have their longevity payments prorated. Beginning January 1, 1986, the hourly rates of employees would be increased to a low of \$6.96 for the Student Life Aide and the Graphics Aide I to a high of \$12.07 for Placement Aides. The monthly salaries of individuals would range from the low of \$1,031.00 for the Student Life Aide and Graphics Aide I to a high of \$1,910.00 for the Media Technician. Longevity payments would remain the same. On July 1, 1986 the rates would be increased again and would range from the low of \$7.31 per hour for the Student Life Aide and Graphics Aide I to a high of \$12.67 an hour for the Placement Aide. The monthly salary rate would range from a low of \$1,188.00 for the Student Life Aide and Graphics Aide I to a high of \$2,006.00 for the Media Technician. The longevity payments would remain the same.

The Employer reached agreement with its teachers for the 1985-86 and 1986-87 school years in January of 1986. The agreement provided that Bachelors and Masters columns of the salary table increased 5.75 percent in each cell for the 1985-86 school year and 5.25 percent in each cell for the 1986-87 school year. The increase averaged \$2,010.00 per teacher for the 1985-86 school year.

The Employer reached an agreement with its operational support unit on a collective bargaining agreement covering the period from July 1, 1984 to June 30, 1985. That agreement provided a rate effective July 1, 1984 ranging from \$5.33 an hour at the entry rate for Classification I to \$8.22 an hour for the maximum rate at Classification IV. On January 1, 1985 the entry rate for Classification I rose to \$5.43 and the maximum rate for Classification IV rose to \$8.38 per hour. The Employer reached an agreement with the operational support unit for the period from July 1, 1985 to June 30, 1987. It provided rates effective August 16, 1985 ranging from the entry rate at Classification I at \$5.70 an hour to the maximum rate at Classification IV of \$8.80 per hour. On January 1, 1986 the entry rate at Classification I increased to \$5.82 an hour and the maximum rate at Classification IV increased to \$8.98 per hour and the other rates increased proportionately. On July 1, 1986 the entry rate at Classification I increased to \$6.11 per hour and the maximum rate at Classification IV increased to \$9.43 per hour and the other rates increased proportionately.

The Employer reached agreement with its teachers on a salary schedule effective from August 24, 1984 to August 23, 1985. The salaries ranged from \$15,955.00 per year at the BA beginning step to \$29,865.00 per year for an employer with a Master's Degree at the twelfth step. Employees who had been at the twelfth step for the 1982-83 school year received an additional \$500.00. The Employer reached an agreement with its teachers covering the period from August 24, 1985 to August 23, 1987. It provided for a salary of \$16,875.00 per year for a teacher with a Bachelor's Degree at the first step and the salaries ranged up to \$31,590.00 for a teacher with a Master's Degree at the twelfth step. Teachers who had been in the twelfth step of the salary schedule for the 1983-84 school year received an additional \$500.00. On August 24, 1986, a teacher with a Bachelor's Degree at the first step received \$17,760.00 and the rate for a teacher with a Master's Degree at the twelfth step increased to \$33,245.00. The other rates on the salary schedule increased proportionately.

The Employer reached an agreement with its custodial and utility employees for the period from July 1, 1984 to June 30, 1986. A Custodian III was paid \$9.73 an hour effective July 1, 1984 and \$10.26 an hour effective July 1, 1985. A utility employee received \$7.09 per hour effective July 1, 1984 and \$7.48 per hour effective July 1, 1985. The Employer agreed to contribute a maximum of 5 percent of the base salary to the Wisconsin Retirement Fund for each employee.

The Employer reached agreement with the Union on the collective bargaining agreement covering the technical support unit for the period from July 1, 1984 to June 30, 1985. It provided rates effective July 1, 1984 ranging from a low of \$6.37 per hour for the Student Life Aide and Graphics Aide I to \$11.05 per hour for the Placement Aide. The monthly rates ranged from \$1,035.00 for the Student Life Aide and Graphics Aide I to \$1,795.00 for the Placement Aide. On January 1, 1985 the hourly rates for the Student Life Aide and Graphics Aide I increased to \$6.50 an hour and the rate for the Placement Aide increased to \$11.27 per hour. The monthly rates range from \$1,056.00 for the Student Life Aide and Graphics Aide I to \$1,831.00 for the Placement Aide.

The Employer's base salary cost for the beginning unit for the 1984-85 school year was \$443,030.33. In addition, it had longevity payments of \$5,302.50 for gross salaries of \$448,332.83. Health insurance cost \$44,639.68, dental insurance premiums cost \$9,803.76, life insurance premiums cost \$2,973.60, disability insurance premiums cost \$2,062.33, Worker's Compensation insurance premiums cost \$986.33 and the Employer's contribution of the employee's share of the retirement fund cost \$22,416.64 and the Employer's share of the retirement fund cost was \$28,244.97. The FICA cost was \$31,495.38 and the total benefit package cost was \$142,622.69. The 1984-85 gross salary and benefits cost was \$590,955.52. The Employer's 1985-86 proposal would increase its base salary cost to \$471,827.00. Longevity costs would increase to \$6,020.00 for a gross salary cost of \$477,847.00. That is a 6.58 percent increase over the preceding year. The cost of health insurance, dental insurance and life insurance would remain the same and disability insurance would be \$2,198.09, Worker's Compensation would be \$1,051.26, the Employer's payment of the employee's contribution toward retirement cost \$26,281.59 and the cost of its own contribution would be \$30,104.36. FICA costs would be \$33,927.14 and the total benefit package cost would be \$150,979.48. Gross salary and benefits in the Employer's proposal would cost \$628,826.48 which would be a 6.4 percent increase over the preceding year.

The Union proposal for the 1985-86 school year would result in a base salary cost of \$474,535.01. Longevity cost of \$6,020.00 would make the gross salary cost \$480,555.01, which would be a 7.18 percent increase in the Employer's gross salary cost. Health insurance, dental insurance and life insurance costs would be the same as in the Employer's proposal but the disability cost would be \$2,210.55 and Worker's Compensation costs would be \$1,057.22. The Employer's payment of the employee's share of the contribution toward retirement would cost \$26,430.52 and its own contribution toward retirement would be \$30,274.96. The FICA cost would be \$34,119.40 and the total cost of the benefits would be \$151,509.69. The total of the gross salary and benefits would be \$632,064.70 which would be a 6.95 percent increase over the preceding year.

The Union proposes a two year agreement and its base salary cost for the 1986-87 school year would be \$502,956.19. Its longevity cost would be \$7,245.00 making the gross salary cost \$510,201.19. That would be a 6.17 percent increase over the gross salary that it proposes for the 1985-86 school year and that would be almost 14 percent more than the Employer's gross salary cost for the 1984-85 school year. The cost of health insurance for the 1986-87 school year would be \$44,639.68 if there is no increase in rates. The current carrier has quoted an increase of over 40 percent for the 1986-87 school year. Dental insurance and life insurance costs would remain the same as in the previous year but disability insurance would be \$2,346.92 and Worker's Compensation insurance would be \$1,122.44. The Employer's payment of the employee's contribution toward retirement would be \$30,612.07 and its own contribution would be \$32,142.67. The FICA cost for the 1986-87 school year would be \$36,479.38 and the total cost of all benefits would be \$160,120.52 without including any of the potential increase in health insurance costs. The gross salary and benefits would be \$670,321.71 and that would be a 6.05 percent increase over the 1985-86 proposal of the Union. That would be almost a 13.5 percent increase over the Employer's gross salary and benefit cost for the 1984-85 school year.

The Employer's 1985-86 salary proposal would provide hourly rates ranging from a low of \$6.86 for the Student Life Aide and Graphics Aide I up to \$11.89 for the Placement Aide. The monthly salaries provided by the Employer's proposal would range from a low of \$1,114.00 per month for the Student Life Aide and Graphics Aide I to a high of \$1,932.00 per month for the Placement Aide.

The Consumer Price Index increased from 306.2 in June of 1984 to 318.7 in June of 1985. The 12.5 points reflected an increase of 3.18 percent over the previous June. By May of 1986, the Consumer Price Index had increased to 321.4. That reflected an increase of .85 percent over the preceding June. Those statistics were for the Urban Wage Earners and Clerical Workers Consumer Price Index. The All Urban Consumer Price Index increased from 310.7 in June of 1984 to 322.3 in June of 1985. That was an increase of 3.7 percent over the preceding June. By May of 1986 the All Urban Consumer Price Index increased to 326.3 which was an increase of 4 points over the preceding June. That was an increase of .1 percent.

The Employer relies on a comparable group consisting of VTAE schools in Wisconsin. The only districts not included in the Comparable Group are Nicolet, Waukesha, Madison and Milwaukee. The 1985-86 operational expenditures for full-time equivalent student in the comparable group ranged from a low of \$4,347.00 at West Wisconsin VTAE to a high of \$5,929.00 at North Central VTAE. The Employer's 1985-86 operational expenditures for fulltime equivalent student was \$4,824.00. The full time equivalent student enrollment in the comparable group during the 1984-85 school year ranged from a low of 1,418 students at Southwest VTAE to a high of 4,484 at Gateway. The Employer's enrollment that year was 4,099 students. In the 1985-86 school year the full time equivalent student enrollment in the comparable group ranged from a low of 1,430 at Southwest VTAE to a high of 4,578 at Fox Valley VTAE. The Employer's 1985-86 enrollment was 4,100 full time equivalent students. The total revenues for full time equivalent student in the 1985-86 school year in the comparable group ranged from a low of \$5,400.00 at West Wisconsin VTAE to a high of \$7,569.00 at Southwest VTAE. The Employer's revenues for full time equivalent student in the 1985-86 school year was \$5,683.00. The 1984-85 full time equivalent educational staff in the comparable group ranged from a low of 79.5 at Mid-State VTAE to a high of 302.5 at Fox Valley. The Employer's full time equivalent educational staff was 182. The operational mill rate in the comparable group for the 1984-85 school year ranged from a low of 1.20733 at Black Hawk to a high of 1.48 at North Central VTAE. The Employer's operational mill rate was 1.30201. The total mill rate in the comparable group ranged from a low of 1.24631 at Black Hawk to a high of 1.64552 at Moraine Park VTAE. The Employer's total mill rate was 1.33153. The equalized value in the comparable group ranged from a low of \$3,545,579,716.00 at Southwest VTAE to a high of \$9,657,643,060.00 at Gateway VTAE. The Employer's equalized value was \$8,662,869,826.00.

The population in the comparable group ranges from a low of 124,258 in Southwest VTAE to the Employer's high of 342,401. The gross income per capita in the comparable group ranges from a low of \$5,242.00 at Southwest to a high of \$8,624.00 at Gateway. The Employer's gross income per capita is \$6,571.00. The 1984-85 rates for a computer operator in the comparable group range from the low of \$4.99 for a beginning rate at Black Hawk to a high of \$9.49 at Fox Valley. The average beginning rate in the comparable group was \$7.48 and the average maximum rate was \$8.87. The Employer had a beginning rate of \$8.32 per hour and a maximum rate of \$8.76 per hour on July 1, 1984. On January 1, 1985 the Employer's beginning rate was \$8.49 per hour and the maximum rate was \$8.94 per hour. The Employer's beginning rate ranked second in the comparable group and its maximum rate ranked fourth.

In the 1985-86 school year the pay rate for a computer operator ranged from a low of \$5.29 for the minimum rate at Black Hawk VTAE to a high of \$10.03 for the maximum rate at Fox Valley. The average in the comparable group was \$7.98 for the minimum rate and \$9.44 for the maximum rate. The Employer proposes a minimum rate of \$8.96 and a maximum rate of \$9.43 for the 1985-86 school year.

It would rank second in the comparable group at the minimum rate and fifth at the maximum rate. The Union proposed a minimum rate beginning July 1, of \$8.91 and a maximum rate of \$9.38. On January 1, the minimum rate would increase to \$9.09 per hour and the maximum rate would be \$9.57 an hour. The ranking would remain the same as under the Employer's proposal. Only four VTAE districts in the comparable group had reached agreement on salaries for the 1986-87 school year. Of those four, the low rate for a computer operator was the minimum rate of \$6.28 at Lake Shore and the high was \$10.55 for the maximum at Gateway. The average of those schools that had reached agreement was \$8.80 for a beginning rate and \$10.05 for a maximum rate. The Union proposes a 1986-87 beginning rate of \$9.55 and a maximum rate of \$10.05.

The 1984-85 rates for a data processing lab aide ranged from a low of the minimum rate of \$3.75 per hour at Black Hawk to a high of \$11.53 per hour for the maximum at Mid-State. The average minimum rate in the comparable group was \$7.17 per hour and the average maximum rate was \$8.44 per hour. The Employer paid a minimum rate of \$8.73 per hour on July 1, and a maximum rate of \$9.19. On January 1, 1985 the minimum rate increased to \$8.90 and the maximum rate increased to \$9.37. The Employer ranked first in the comparable group at the minimum rate and second at the maximum rate. In 1985-86 the data processing lab aide rate ranged from a low of \$3.75 per hour for the minimum rate at Black Hawk to a high of \$12.46 for the maximum rate at Mid-State. The average beginning rate in the comparable group was \$7.55 per hour and the average maximum rate was \$8.91 per hour. The Employer proposes a minimum rate of \$9.40 per hour that would rank first in the comparable group and a maximum rate of \$9.89 an hour that would rank second. The Union proposes a minimum rate of \$9.35 per hour on July 1, and a maximum rate of \$9.84. On January 1, 1986 the minimum rate would be \$9.54 per hour and the maximum rate would be \$10.04 per hour. The Employer would rank first at the minimum rate in the comparable group and second at the maximum rate. Two school districts in the comparable group have reached agreement on the rate for a data processing lab aide for the 1986-87 school year. The rates range from a low of \$7.08 for the minimum rate at West Wisconsin VTAE to a high of \$9.33 for the maximum at Fox Valley. The average minimum rate in the comparable group is \$8.68 per hour and the average maximum rate is \$9.65 per hour. The Union proposes a minimum rate in the 1986-87 school year of \$10.01 per hour and a maximum rate of \$10.54 per hour.

The maximum rate for a Graphics Technician I in the comparable group ranges from a low of \$5.33 for the minimum rate at Lake Shore to a high of \$7.43 at Fox Valley. The average minimum rate is \$5.95 per hour and the average maximum is \$6.97 per hour. The Employer paid a minimum rate of \$6.05 on July 1, 1984 and a maximum of \$6.37. On January 1, 1985 the minimum increased to \$6.18 per hour and the maximum was \$6.50. The Employer ranked second in the comparable group at the minimum and fourth at the maximum. In the 1985-86 school year the rate for a Graphics Technician I ranged from a low of \$5.80 per hour for the beginning rate at Moraine Park to a high of \$7.88 for the maximum rate at Lake Shore. The average minimum rate in the comparable group was \$6.51 per hour and the average maximum was \$7.68 per hour. The Employer proposed a beginning rate of \$6.52 per hour and a maximum rate of \$6.86 per hour. Its minimum rate would rank second in the comparable group and its maximum rate would rank fifth. The Union proposes a beginning rate of \$6.48 per hour on July 1, and a maximum rate of \$6.82. On January 1, 1986 the minimum rate would increase to \$6.61 per hour and the maximum rate would be \$6.96 per hour. The ranking would be the same as under the Employer's proposal. In the 1986-87 school year the Graphics Technician I rate ranged from a low of \$6.28 for a beginning rate at Lake Shore to a maximum of \$8.12 per hour at Lake Shore. The average was \$7.08 per hour for the minimum and \$8.32 per hour for the maximum. The Union proposes that the 1986-87 minimum be \$6.94 and the maximum be \$7.31.

The Graphics Technician II rate for the 1984-85 school year in the comparable group range from a low of \$5.09 for the minimum rate at Black Hawk to a high of \$8.90 for the maximum rate at Gateway. The average was \$7.13 for the minimum and \$8.16 for the maximum. The Employer paid a minimum rate of \$7.07 on July 1, 1984 and a maximum rate of \$7.44. On January 1, 1985 the mini-

minimum rate increased to \$7.21 per hour and the maximum rate was \$7.59 per hour. The Employer ranked second in the comparable group for the minimum and third for the maximum. In the 1985-86 school year the Graphics Technician II rate in the comparable group ranged from a low of \$5.59 at the minimum at Black Hawk to a high of \$9.44 at Gateway. The average minimum pay in the comparable group was \$7.54 an hour and the average maximum was \$8.64 per hour. The Employer proposes a minimum of \$7.61 an hour and that would rank second in the comparable group. It proposes a maximum of \$8.01 an hour and that would rank third in the comparable group. The Union proposes that on July 1, 1985 the beginning salary be \$7.57 and the maximum be \$7.97. On January 1, 1986 the minimum would rise to \$7.72 and the maximum would be \$8.13. The ranking would be the same as under the Employer's proposal. Only two school districts in the comparable group have reached agreement on salary for the Graphics Technician II for the 1986-87 school year. Moraine Park has a beginning salary of \$8.03 and the maximum is \$10.01 at Gateway. The average beginning salary is \$8.93 and the average maximum salary is \$9.93. The Union proposes a beginning salary of \$8.10 and a maximum salary of \$8.53. The accounting lab technician salaries in the 1984-85 school year in the comparable group range from a low of \$5.77 for the minimum at Moraine Park to a high \$8.60 for the maximum at Southwest. The average minimum salary in the comparable group was \$7.04 and the average maximum was \$8.25. The Employer paid a minimum salary of \$7.07 on July 1, 1984 and a maximum of \$7.44. On January 1, 1985 the minimum increased to \$7.21 and the maximum increased to \$7.59. The Employer ranked first in the comparable group for the minimum salary and sixth in the comparable group for the maximum salary. In the 1985-86 school year the accounting lab technician salary ranged from a low of \$6.09 at the minimum at Moraine Park to a high of \$9.15 at Southwest. The average minimum in the comparable group was \$7.26 and the average maximum was \$8.64. The Employer proposes a minimum of \$7.61 and a maximum of \$8.01. Its minimum would rank first in the comparable group and its maximum would rank fifth. The Union proposes a minimum on July 1, of \$7.57 and a maximum of \$7.97. On January 1, 1986 the minimum would rise to \$7.72 and the maximum would rise to \$8.13. The minimum would rank first in the comparable group and the maximum would rank fourth. One school has reached agreement on the salary for the accounting lab technician for the 1986-87 school year. Lake Shore has a minimum of \$6.28 and a maximum of \$8.12. The Union proposes to pay \$8.10 for the minimum and \$8.53 for the maximum.

The 1984-85 auto lab aide salary in the comparable group ranged from a low of \$7.01 at the minimum at Southwest to a high of \$9.04 for the maximum at Fox Valley. The average in the comparable group was \$7.90 at the minimum and \$9.14 at the maximum. The Employer paid a minimum of \$9.59 on July 1, and a maximum of \$10.09. On January 1, 1985 its minimum rose to \$9.79 and its maximum rose to \$10.30. The Employer ranked first in the comparable group at both the minimum and the maximum. 1985-86 auto lab aide rates ranged from a low of \$7.56 for the minimum at Southwest VTAE to a high of \$9.56 at Fox Valley. The average in the comparable group was \$8.34 for the minimum and \$9.61 for the maximum. The Employer proposes to pay a minimum of \$10.75 and a maximum of \$11.32 which would be the highest rate in the comparable group. The Union proposes a minimum on July 1, of \$10.27 and a maximum of \$10.81. On January 1, 1986 the minimum would rise to \$10.48 and the maximum would be \$11.03. Its proposal would be the highest in the comparable group. No school in the comparable group has reached agreement on a 1986-87 salary for the auto lab aide. The Union proposes that the Employer pay a minimum of \$11.00 and a maximum of \$11.58.

The audio-visual repair technician's salaries in the 1984-85 school year in comparable group ranged from a low of \$6.72 at the minimum at North Central VTAE to a high of \$10.56 maximum at West Wisconsin. The average in the comparable group was \$8.20 at the minimum and \$9.47 at the maximum. The Employer paid a minimum rate of \$7.07 on July 1, 1984 and a maximum of \$7.44. On January 1, 1985 it paid a minimum of \$7.21 and a maximum of \$7.59. The Employer ranked fifth in the comparable group for the minimum and seventh in the comparable group at the maximum. In the 1985-86 school year the audio-visual repair technician salaries in the comparable group ranged from a low of \$6.98 at North Central to a high of \$10.98 at West Wisconsin. The average minimum was \$8.39 and the average maximum was \$9.79. The Employer proposes a minimum of \$7.61 and

a maximum of \$8.01. It would rank fourth in the comparable group at the minimum and seventh at the maximum. The Union proposes that on July 1, 1985 the minimum salary would be \$7.57 and the maximum would be \$7.97. On January 1, 1986 the minimum would increase to \$7.72 and the maximum would be \$8.13. The Union's proposal would result in the same ranking as the Employer's proposal.

The 1986-87 audio-visual repair technician rates range from a low of \$7.32 at North Central to a high of \$10.98 at West Wisconsin. The average was \$9.04 at the minimum and \$10.79 at the maximum. The Union proposes a minimum of \$8.10 and a maximum of \$8.53 for the audio-visual repair technician during the 1986-87 school year. The 1984-85 salaries in the comparable group for the media technician-audio visual production range from a low of \$6.66 at the minimum at Lake Shore to a high of \$10.43 at Gateway. The average was \$8.28 at the minimum and \$9.53 at the maximum. On July 1, 1984 the Employer paid \$10.22 an hour at the minimum and \$10.76 per hour at the maximum. On January 1, 1985 the minimum rose to \$10.42 and the maximum rose to \$10.97. The Employer ranked first in the comparable group at the minimum and first at the maximum. In the 1985-86 school year the media technician-audio visual production salaries ranged from a low of \$7.19 at the minimum at Indianhead to a high of \$11.07 at the maximum at Gateway. The average that year was \$8.86 at the minimum and \$10.19 at the maximum. The Employer proposes a minimum salary of \$11.00 per hour and a maximum of \$11.58 for the media technician-audio visual production position in the 1985-86 school year. It would rank number one in the comparable group at the minimum and number one at the maximum. The 1986-87 media technician-audio visual production salary ranged from a low of \$7.60 at the minimum at Lake Shore to a high of \$11.73 at the maximum for Gateway. The average in the comparable group was \$9.57 at the minimum and \$11.16 at the maximum. The Union proposes that the minimum should be \$11.72 and the maximum should be \$12.34 for the media technician-audio visual production rate in the 1986-87 school year.

Six of the school districts in the comparable group pay longevity pay. Some of them start the longevity pay after four years and some reach the maximum after as many as twenty-one years. The Employer pays longevity after five years and reaches the maximum after eleven years. The Employer gave its management employees a 5.75 percent increase for the 1985-86 school year and a 5.25 percent increase for the 1986-87 school year. Its faculty received the same increases on the base salary for each of those two years. The Employer gave its clerical employees a 5 percent increase on August 16, 1985 and another 2 percent increase on January 1, 1986 and that was an average increase for the 1985-86 school year of 6.89 percent. The Employer gave the clerical employees a 5 percent increase for the 1986-87 school year. Its custodial employees received a 5.41 percent increase for 1985-86.

The 1985-86 increases in the comparable group range from a low of 4 percent at West Wisconsin VTAE and North Central VTAE to a high ranging between 7 percent and 11 percent at Black Hawk. Four schools in the comparable group have reached agreement on 1986-87 salaries and those settlements range from a low of 3 percent to a high of 6 percent. The county employees in the area included in the Employer's school district received 1986 increases ranging from a low of 3.3 percent to a high of 4.5 percent. None of the counties have reached agreement on a 1987 salary schedule.

First year pay increases in major settlements negotiated in 1985 averaged 2.3 percent. First year wage increases averaged 4.2 percent for about 63 percent of the workers and wages were frozen for 33 percent. The remainder received a decrease in pay. More than 60 percent of the workers covered by new labor contracts signed in the first three months of 1986 received pay freezes or cuts in wages. Only 39 percent received first year pay increases and they averaged 3.9 percent.

Four of the agreements in the comparable group were for two years and all the rest were for one year. One had a reopener on health and dental and optical

insurance. The Employer and the Union have had agreements since 1975 and they have all been for one year except the one from January 1, 1980 to June 30, 1981 and the agreement covering the period from July 1, 1982 to June 30, 1984.

#### UNION'S POSITION

The Union argues that the record contains no evidence indicating that the interest and welfare of the public would be ill-served if its final offer was implemented by the arbitrator. It contends that there is no evidence in the record to support a claim that the Employer does not have the financial ability to meet the Union's proposal for the 1985-86 fiscal year or the 1986-87 fiscal year. The Union contends that the Employer has no worse an ability to pay problem than the other VTAE districts. It argues that the internal settlement pattern within the district provides the best guide to the reasonableness of the two offers. It points out that all of the Employer's employees have reached agreement for the 1985-86 school year and all but one of the bargaining units have settled wage and benefits provisions for the 1986-87 school year. The Union contends that the internal pattern regarding duration of the contract supports its position of a multi-year contract. It asserts that the previous agreement with both it and the operational support unit featured mid-term salary adjustments or lifts and the current agreement in force with the operational support unit features a salary adjustment or lift on January 1, 1986. The Union argues that the parties negotiated a mid-term wage rate increase or lift as part of the previous collective bargaining agreement and it states its final offer in terms of a percentage increase above the wage rate in place at the expiration date of the previous agreement. It contends that the Employer attempts to create an impression that the lift did not exist by characterizing its percentage wage increase in terms of an increase above the average wage for the fiscal 1984-85 in order to negate the impact of the lift and make its final offer for the 1985-86 school year appear more lucrative than it really is. The Union argues that the use of percentage increases and wage rates is the only valid way to neutralize the impact of service increments, labor grades, employees off schedule or on schedule or ranges. It contends that the "five percent - two percent - five percent" pattern featured in the Union's final offer was negotiated in the operational unit bargaining. The only difference between the two is that the initial five percent wage increase for the operational unit became effective on August 16, 1985 whereas the Union proposes that its increase be retroactive to July 1st. It argues that the operational unit settlement pattern providing for a lift during the fiscal year 1985-86 is a compelling reason for adopting the same feature in the Union's proposed wage structure and it is the best way to provide parity between the two bargaining units. It asserts that parity will only be realized if the duration of the agreement encompasses all of fiscal year 1986-87 as well as 1985-86. The Union argues that if the final offer of the Employer is chosen the employees in the bargaining unit would receive a lesser benefit increase over the life of the collective bargaining agreement when compared with the operational unit and would have to engage in negotiations for the 1986-87 agreement and bargain upward from the lower wage rate as of June 30, 1986. The Union argues that the external comparables are inconclusive in establishing that the Employer's final offer is more reasonable and it contends the evidence is unclear, unreliable, irrelevant and incomplete. It argues that all of the internal settlements and the majority of the relevant external settlements exceeded the cost of living and asserts that this bargaining unit should receive an increase greater than the increase in the cost of living. The Union argues that its final offer is not substantially at variance with the external settlement pattern. It contends that its offer of five percent on July 1, 1985 and two percent on January 1, 1986 is not a seven percent increase but only six percent when it is annualized. The Union argues that a linkage between its bargaining unit and the operational unit was established in the 1984-85 collective bargaining agreements. It takes the position that its offer is matched by the wage increase gained by the clerical employees and the unclassified employees and only slightly exceeds the average of the internal settlements for the 1985-86 school year. The Union asserts that the Employer cannot rely on the county wage settlements in the area because they are for the calendar year 1986 and not for fiscal year 1985-86. It contends that there is a greater affinity between this bargaining unit and the other



bargaining units with which the Employer has reached agreement and it is much closer than the affinity with the county employees. It takes the position the status quo would not be maintained by a one year agreement and the internal settlement pattern clearly establishes that the Employer has voluntarily agreed to a multi-year contracts with other employee groups. The Union argues that the impact of the insurance premium increases for the 1986-87 school year has no merit because the Employer has total ability to change carriers at any time to reduce costs and the alleged premium increases will apply to the other bargaining units of the Employer with which it has multi-year contracts. It asserts that the Employer has offered no proof to support its contention that the Association's offer for the 1986-87 school year would cost 10.47% more than the previous year.

#### EMPLOYER'S POSITION

The Employer argues that its economic offer is more reasonable when compared to the wages of comparable employees in the other VTAE districts. It contends that its offer far exceeds that average increases granted to other technical employees of VTAE systems throughout the state and it asserts that the Union's offer demands an increase of 1.1% above the average comparable settlements. The Employer takes the position that its offer at five positions is substantially above the average wage for the comparables and at two of the positions its wage offer is only slightly below the average. It contends that its proposal of a 6.5 percent increase is well within the range of settlements in the other VTAE districts. The Employer argues that only three settlements have been reached for the 1986-87 school year and they do not establish a pattern for determining the reasonableness of the Union's wage offer. It contends that it need not adhere to the operational staff increase in its offer to this bargaining unit because it is essentially a group of paraprofessionals. The Employer argues that the evidence reveals that its offer to the Union exceeds the voluntarily agreed upon wage increases received by its other employees in both 1985-86 and 1986-87. It contends that the Union's proposal is 1.32% above the average wage increases received by the other bargaining units and it exceeds the average of the internal settlements by one percent for 1986-87. The Employer points out that its offer is nearly double the increase in the CPI-U and the Union offer is even higher. It contends that its proposal provides a significant improvement in economics for its employees over the term of the agreement. The Employer takes the position that its proposal exceeds the increases granted to the other area municipal employees and no evidence has been submitted that would justify an increase nearly twice the average increase received by municipal employees in the area. It argues that local economics do not support a 7.18 percent increase in wages and credibility must be given to the municipal settlements in the area as being reflective of its economic conditions. The Employer argues that all but one of its contracts with this bargaining unit have been for one year and the current offer maintains the status quo. It points out that most of the VTAE districts have bargained a one year contract with their technical employees. The Employer argues that it has been quoted a 40 percent increase in its health insurance rates for the 1986-87 school year and that will cost it an additional 53¢ an hour for each employee for benefit premiums. It contends that if the Blue Cross/Blue Shield and dental insurance premiums are included in costing the total package of the Union's 1986-87 proposal, the percentage increase would be 10.47 percent. The Employer asserts that the 6.05 percent total package cost quoted by the Union substantially understates the real cost of its proposal. The Employer argues that the uncertainty resulting from the proposed increase in the health insurance premiums makes its proposal far more reasonable. The Employer takes the position that there is no settlement pattern for all of its employees. It contends the Union is attempting to argue that the operational staff settlement is the settlement pattern for the Employer. It asserts that one settlement out of three does not make an internal settlement pattern. The Employer argues that a split salary schedule is primarily used as a catch-up method to provide employees with a wage rate lift. It contends that the comparables establish that there is no need for catch-up in the 1985-86 school year. The Employer points out that the employees in this bargaining unit are demanding full

retroactivity while the operational employees with whom they seek to be compared conceded 1.5 months of their retroactive pay increase.

## DISCUSSION

The Employer relies upon a comparable group consisting of all of the VTAE districts in Wisconsin except Madison, Waukesha, Milwaukee and Nicolet. The Union does not seem to object to the Employer's elimination of Madison, Milwaukee, Waukesha and Nicolet from the comparable group but asserts that the more appropriate comparison would be the internal comparables. The internal comparables certainly are significant and an important factor to be considered. However the VTAE's selected by the Employer for inclusion in the comparable group have factors of commonality that make them particularly appropriate for comparison with the Employer. The VTAE districts of Milwaukee, Madison and Waukesha are significantly larger and encompass metropolitan areas and involve factors that differentiate them from the Employer. There is no particular reason why Nicolet should not be included in the comparable group but the Employer apparently did not do so because statistics for comparison were not available.

For the 1985-86 year the Employer proposes a 6.5 percent increase over the average wage of each employee for the preceding year. The average increase provided by the Employer's proposal is 55¢ an hour. This should be compared with the average increase of 6 percent or 49¢ per hour given by the comparable school districts. The Employer's proposal is in the ball park with the average of the comparables. The Union's proposal calls for a 7.1 percent lift during 1985-86 and would give an average increase of 60¢ per hour. That is 11¢ per hour more than the average of the comparables and the total lift is one percent more. The Union proposes a 1986-87 increase of five percent and the average increase would be 55¢ per hour. Those VTAE districts in the comparable group that have reached agreement on 1986-87 wages provide average increases of 4.8 percent or 42¢ an hour. Again the Union's proposal is much higher than the average of the comparable group on either a cents per hour or a percentage basis.

When the impact of the Employer's offer and the Union's offer is measured on a position by position basis, it reveals that the Employer's offer for five positions is higher than the average wage for the comparables by amounts ranging from 60¢ an hour up to \$1.74 an hour and by percentage amounts ranging from 6 percent to as much as 17 percent. At two of the positions the Employer's offer is 20 and 28¢ per hour below the average of the comparable group and at two other positions it is 42 and 93¢ below the average. The Union's offer exceeds the average wage for the comparable position at five positions by amounts ranging from 65¢ an hour to \$1.79 per hour. At the other four positions it lags behind the comparable group by amounts ranging from as little as 16¢ an hour to as much as 89¢. These figures do not indicate that there is a need for an across-the-board "catch up". The Employer's offer of a 6.5 percent increase over the average wage of the preceding year is well within the range of settlements in the other VTAE districts in the comparable group. They range from a low of 4 percent at North Central and West Wisconsin to a high ranging from 7 percent to 11 percent at Black Hawk. Most of the settlements in the comparable group for the 1985-86 school year were in the 5 percent to 6 percent range. The Employer's proposal of a 6.5 percent increase over the average wage for 1984-85 with an assured minimum increase of 5.5 percent would fall near the middle of the pattern developed by the settlements in the comparable group. The Union's proposal for 1985-86 provides a 7 percent lift to each employee. By utilizing a split salary schedule the cost of the 1985-86 proposal is only 6 percent during that year. The full cost to the Employer resulting from the split schedule would not be felt until the 1986-87 school year when it would add an additional 1 percent in cost to the Union's proposal of 5 percent for that year.

The Union's 1986-87 proposal of a 5 percent wage increase may be somewhat higher than the pattern that will eventually develop. There are only three

settlements in the comparable group for 1986-87 and they are three percent, five percent and six percent. They do not establish any clear cut pattern but the arbitrator is satisfied that the Union's proposal for 1986-87 is not substantially higher than the pattern that will develop. The Union seeks to tie itself to the settlement agreed upon by the Employer and its operational unit. Basically, it takes the position that because the operational unit and the Employer agreed on a two year agreement that provided a seven percent lift as a result of a split salary schedule and a five percent lift during the second year, it should be treated the same. That does not necessarily follow. The Employer gave this bargaining unit a split salary schedule in the agreement that just expired and it resulted in a substantial lift that was well above the pattern of increases granted to most employees performing similar services. No evidence was presented by the Union that would justify anymore "catch up". There is no reason for a split salary schedule for this bargaining unit that would result in a wage lift well above the pattern in the comparable group and well above the Employer's internal comparables. It is true that the operational unit received a split salary schedule in its prior agreement and has a split salary schedule in the current one. The reasons for the Employer agreeing to the split salary schedule with the operational unit were not disclosed to the arbitrator and he will not speculate about them. No evidence has been presented that would justify a split salary schedule for this bargaining unit and provide it with a lift well above the pattern in the comparable group as well as the four internal comparables. A split salary schedule would automatically escalate the Employer's 1986-87 salary cost for this bargaining unit without considering the five percent increase proposed by the Union for the 1986-87 school year.

The Employer's internal comparables provide increases ranging from 5.41 percent to the custodians to as high as 6.89 percent, including longevity, for the clerical employees. The Employer's proposal of a 6.5 percent increase over each employees average wage for the preceding contract and a guarantee of a minimum increase of at least 5.5 percent falls within the pattern established by the agreements with the internal comparables. The Union's proposal of a seven percent lift in 1985-86 that has a six percent cost and a five percent increase in 1986-87 that would have a six percent cost departs substantially from both the internal and the external comparables.

The counties included in the Employer's district have reached 1986 salary agreements with their employees ranging from a low of 3.3 percent in Door County to a high of 4.5 percent in Kewaunee County. The pattern seems to be approximately 4.5 percent. The Employer's proposal is well above the pattern established by the area municipal employees and must be considered reasonable on a comparative basis. The Union's proposal of an increase with a six percent cost and a seven percent lift that reflects another one percent increase in cost for the 1986-87 school year departs substantially from the pattern established by the agreements with county employees in the Employer's district.

The Union argues that the Employer has agreed to salary increases for two years with its management, faculty, clerical employees and the operational unit. Only the custodians have a one year agreement. It takes the position that it will not receive equitable treatment unless it receives a two year agreement. There is nothing in the criteria set forth in the statutes that gives any support to the Union's demand for a two year agreement. All of the criteria is aimed at establishing a fair wage for any particular year or years. The Employer's proposal for the 1985-86 school year meets the statutory criteria and comes closer to both the internal and external pattern for that year than the Union's proposal. Adding another year to the length of the agreement does not make the Union's proposal for the 1985-86 school year any more acceptable.

Perhaps the best reason for rejecting the Union's proposal is that it does not give any consideration to the possibility of a 40 percent increase in health insurance rates for the 1986-87 school year. Under the current agreement the Employer pays 95 percent of the health and dental insurance premiums for single or family plans. The Employer will continue to pay 95 percent of the premiums

for the 1985-86 school year. The Union's proposal would require the Employer to pay 95 percent of the premiums in the 1986-87 school year. The Employer's monthly contribution might increase from \$199.02 to as much as \$285.32. That would increase the Employer's cost 53¢ per hour per employee. If the proposed Blue Cross/Blue Shield health and dental insurance premiums are included in costing the total package for the Union's 1986-87 proposal, the percentage increase in cost would be 10.47 percent. In arriving at its estimate of a 6.05 percent increase in total package costs the Union ignores the proposed increases in the insurance premiums. The Union claims that the Employer has the right to change carriers and it may very well do so. By changing carriers it might even reduce the increase in insurance premiums to less than 40 percent. The Employer is unaware at this time of the amount of its insurance premium costs for the 1986-87 school year. The proposed 40 percent increase in premiums is enough to justify the Employer's unwillingness to enter into an agreement for the 1986-87 school year until its insurance costs are fixed. The fact that the Employer can change carriers does not mean that it can reduce its insurance costs. Insurance companies base their rates on experience and they are designed to meet the expense of providing the benefits. The mere fact that the Employer can change carriers will not change its experience and automatically reduce its rates. The Union asserts that any premium increases will apply to the other bargaining units of the Employer that have multi-year agreements covering the 1986-87 school year. That is true and the Employer may regret having reached agreement with those employees for the 1986-87 school year before it established its insurance costs.

The mere fact that the Employer has a two year agreement with some of its employees does not mean that it needs to reach a two year agreement with all of its employees. It has made a fair and equitable proposal for the 1985-86 school year and it comes closer to the statutory criteria than the Union's 1985-86 proposal. When the hidden cost for the 1986-87 school year resulting from the Union's proposal of a split salary schedule in 1985-86 is considered, the Union's 1986-87 proposal deviates substantially from any pattern that may be developing for that year. The fact that the Employer's health insurance costs have not yet been fixed for the 1986-87 school year is reason enough to reject the Union's proposal for a two year agreement. An increase of 10.47 percent in the Employer's salary and benefit cost for the 1986-87 school year is unacceptable and the arbitrator endorses the Employer's decision not to enter into another two year agreement until it has determined what its health insurance costs will be for 1986-87.

The Employer's proposal provides increases that exceed the average given other comparable technical employees in the comparable group. The proposal exceeds the voluntarily agreed upon wage increases received by the Employer's other employees for the 1985-86 school year. The Union's 1986-87 proposal has a substantially higher cost than any of the other agreements reached by the Employer with its other bargaining units. The Employer's proposal exceeds the increase in the consumer price index and exceeds the increases received by other public employees in the geographical area of the Employer.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

#### AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Union and directs that the Employer's proposal contained in Exhibit "B" be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this ~~29th~~ 29th day of September, 1986.

  
Earl S. Rice II, Arbitrator

Final Offer of the Northeast Wisconsin Technical Institute Board in the matter of negotiations with the CAP Technical Unit for a successor agreement to the 1984-1985 Master Working Agreement.

2. The Agreement to be for a one year period, July 1, 1985 to June 30, 1986

3. Wages

The "Average Wage" for fiscal 84-85 to be increased 6.50% with the resulting wage to be effective July 1, 1985. This change to be across the board with no special adjustments for individual positions. "Average Wage" is determined as follows:

The listed employee/classification monthly wage for July 1, 1984 to December 31, 1984 plus the listed employee/classification monthly wage for January 1, 1985 through June 30, 1985, quantity divided by 2.

Monthly figures to be used, resultant to be rounded to the nearest dollar using standard mathematical rounding rules.

The intent of this proposal is to provide an assured minimum wage rate increase of 5.50% on July 1, 1985 over the rate in existence on June 30, 1985. In any case where the above process results in a rate change of less than 5.50% before rounding, the rate of increase shall be adjusted to 5.50% before rounding.

4. Stipulations signed on the date of the exchange of proposals to be included.

Council of Auxiliary Personnel Final Offer  
(Technical Support Unit)

Increase each salary rate by 5% effective 7/1/85; increase each salary rate an additional 2% effective 1/1/86; increase each salary rate an additional 5% effective 7/1/86.

Randy Ober  
2-12-86