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BEFORE FREDERICK P. KESSLER  
ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

DECISION

IN THE MEDIATION/ARBITRATION  
BETWEEN THE

WEBSTER SCHOOL DISTRICT

and

CHEQUAMEGON UNITED TEACHERS  
(EDUCATIONAL SUPPORT STAFF)

Case 17, No. 35770  
MED/ARB-3538

Decision No. 23333-A

I. HEARING

On May 22, 1986, a hearing was held in the above-entitled matter at the School District Office located in the Village of Webster, after an unsuccessful attempt was made to resolve the dispute voluntarily. Pursuant to stipulation, both parties submitted exhibits which were to form the evidentiary basis for the decision. A briefing schedule was set and briefs from both parties were submitted to the Arbitrator.

II. APPEARANCES

Barry Delaney, Executive Director, Chequamegon United Teachers; Diane Rich, Local President; Gaelyn Sears; May Summer; and Fred Brunclik all appeared on behalf of Chequamegon United Teachers ("Union").

Present on behalf of the School District of Webster ("District") was Attorney Michael J. Burke, Mulcahy & Wherry, S.C. He was joined by William V. Keigan, Superintendent of Schools for the Webster School District, and Ron Profit, President of the School Board. Also present was Dale Spafford, a School Board Member.

III. NATURE OF THE PROCEEDINGS

This is a final and binding arbitration proceeding brought by the above parties under Section 111.70(4)(cm), Wis.Stats., the Municipal Employment Relations Act.

The pre-arbitration remedies have been exhausted. On October 7, 1985, the District filed a petition requesting the Wisconsin Employment Relations Commission to initiate a Mediation/Arbitration proceedings pursuant to Statute. As a result of that petition, on January 28, 1986, Robert McCormick, a member of the Commission's staff, conducted an investigation. On February 24, 1986, the parties submitted their final offers to the investigator. On March 3, 1986, the investigator notified the parties that the investigation had been completed and he advised the Commission that the parties remained at an impasse.

On the 24th of March, 1986, this Arbitrator was advised by the Commission that he had been appointed to mediate and arbitrate the above-captioned matter. The hearing was scheduled on May 22 at 3:30 PM at the School District Office in the Village of Webster. The mediation efforts were commenced at 3:30 PM. At 5:40 PM, this Arbitrator concluded that mediation of the dispute was likely to be unsuccessful; consequently, the formal hearing on the dispute was commenced. The hearing concluded at 7:02 PM after all of the evidence had been presented.

By agreement of the parties, a briefing schedule was set which provided that the principal briefs would be submitted to the Arbitrator by July 1, 1986, and rebuttal briefs would be received by July 14,

1986. By agreement of the parties, the dates were extended. Briefs were submitted dated July 9th on behalf of the Union and July 11th on behalf of the District. A reply brief was received from the Union on July 22, 1986.

IV. FINAL OFFERS

A. The District's Final Offer

The District's final offer reads as follows:

WEBSTER SCHOOL DISTRICT - FINAL OFFER

ARTICLE 20 - SALARY SCHEDULE

1. Bus Drivers

Small Bus - 16 passenger or under; Large Bus - over 16 passengers.

	<u>Per Month</u>
A. Large Bus	
1. First Year	\$424.14
2. Second Year through Fifth Year	458.32
3. Sixth Year through Ninth Year	492.49
4. Tenth Year and Over	526.66

(Between first stop and school and from school to last stop)

	<u>Per Hour</u>
B. Small Bus	\$6.17
C. Extra-curricular, vocational run and trips other than regular run with large bus	6.17
D. Owl Run	6.45
E. Mileage for 1985-86 will be four cents (\$.04) per mile. Mileage for use of personal cars to be twenty-two cents (\$.22) per mile for custodial employees; twenty-two cents (\$.22) per mile for all other employees.	

2. Custodian (Full-Time)

A. Probation	5.85
B. After Ninety (90) Days	6.18
C. After Three (3) Years	6.56

Custodian (Part-Time)

A. Probation	5.20
B. After Ninety (90) Days	5.52
C. After Three (3) Years	5.85

3. Instructional Assistant

A. Start	6.00
B. Experienced	6.28

4.	<u>Cooks</u>	<u>Per Hour</u>
	A. Start	\$5.11
	B. Experienced	5.31
	C. Danbury, Dairyland	5.54
	D. Head Cook	6.45
5.	<u>Teacher Aides</u>	
	A. Start	5.11
	B. Experienced	5.28
6.	<u>Secretary/Teacher Aides</u>	
	A. Start	5.14
	B. Experienced	5.54
7.	<u>High School Secretary</u>	
	A. Start	5.26
	B. Experienced	5.72

B. The Union's Final Offer

The final offer of the Chequamegon United Teachers is as follows:

FINAL OFFER OF THE CHEQUAMEGON UNITED TEACHERS

3. Article 10 - Insurance, Pages 5 & 6

Add the following provision: "Effective May 1, 1986 or within 30 days after the arbitration awards for the 1985-86 Agreement (whichever is later), the District shall pay 100% of the cost of the single and family premiums of the employee's health insurance plan. Employees working less than 600 hours during the school year are not eligible for this benefit. Such insurance plan will provide the same benefits that were provided in the plan that was in effect during the months of July through February of 1985-86."

5. Article 13 - Leaves of Absence, Page 7

Change Section 3 to read: "Personal Leave: Employees absent from duty for matters of personal reasons, shall be allowed two (2) days per year with full pay. The employee shall attempt to give notice of such leave at least two days prior to being gone. No more than five employees may be gone on such leave on any given day.

Bargaining unit members who are subpoenaed for court, arbitration or WERC proceeding shall have such time charged against their personal leave account. In the event such employees need additional personal leave days beyond the allocated two (2) days per year, they shall receive additional days without pay, provided that such additional days do not go beyond the number of days (or fraction thereof) that they were subpoenaed for."

6. Article 15 - Union Security, Page 8

In Section C delete subsections 1 & 2.

7. Article 20 - Salary Schedule, Change to read as follows:

1. Bus Drivers

Small Bus - 16 passenger or under; Large Bus - over 16 passengers.

	<u>Per Month</u>
A. Large Bus	
1. First Year	\$430.23
2. Second Year through Fifth Year	464.89
3. Sixth Year through Ninth Year	499.57
4. Tenth Year and Over	534.22

(Between first stop and school and from school to last stop)

	<u>Per Hour</u>
B. Small Bus	\$6.25
C. Extra-curricular, vocational run and trips other than regular run with large bus	6.25
D. Owl Run	6.54
E. Mileage for 1985-86 will be four cents (\$.04) per mile. Mileage for use of personal cars to be twenty-two cents (\$.22) per mile for custodial employees; twenty-two cents (\$.22) per mile for all other employees.	

2. <u>Custodians (Full-Time)</u>	<u>Per Hour</u>
A. Probation	\$5.94
B. After Ninety (90) Days	6.26
C. After Three (3) Years	6.66

Custodial (Part-Time)

A. Probation	5.28
B. After Ninety (90) Days	5.60
C. After Three (3) Years	5.94

3. <u>Instructional Assistant</u>	
A. Start	6.08
B. Experienced	6.37

4. <u>Cooks</u>	
A. Start	5.18
B. Experienced	5.38
C. Danbury, Dairyland	5.62
D. Head Cook	6.54

5. <u>Teacher Aides</u>	
A. Start	5.18
B. Experienced	5.35

6. <u>Study Hall Monitor</u>	<u>Per Hour</u>
A. Start	\$5.22
B. Experienced	5.62

7. Secretary (Does Not Include High School Secretary)

A. Start	5.22
B. Experienced	5.62

\*Effective April 1, 1986 the secretary rates shall be increased by seven cents (\$.07) per hour.

8. High School Secretary

A. Start	5.33
B. Experienced	5.80

\*\*Employees holding one or more positions shall receive the above appropriate wage rates for the hours worked under each position. As an example: If an employee does both secretarial work and teacher aide work, such employee will be paid secretarial wages for time spent working as a secretary and such employee will receive teacher aide wages for time spent working as an aide.

V. STATUTORY CRITERIA

Section 111.70(4)(cm), Wis.Stats., requires that an Arbitrator consider the following factors when deciding a Mediation/Arbitration dispute:

111.70(4)(cm)(7) Factors Considered In making any decision under the Arbitration procedures authorized by this subsection, the Mediator-Arbitrator shall give weight to the following factors:

(a) The lawful authority of the municipal employer.

(b) Stipulations of parties.

(c) Interest and welfare of the public and the financial ability of the unit of government to meet the costs proposed in the settlement.

(d) Comparison of wages, hours, conditions of employment of municipal employees involved in Arbitration proceedings with wages, hours, conditions of employment of other employees performing similar services and with employees generally in the public service in the same community and in comparable communities.

(e) The average consumer price for goods and services commonly known as the cost of living.

(f) The overall compensation presently received by municipal employees, including direct wages, vacation, holidays and excused time, insurance, pensions, medical, hospitalization benefits, and 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 and traditionally taken into consideration and 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.

## V. ISSUES

There are four areas a dispute between the final offer of the District and the final offer of the Union which will be resolved by this arbitration. Those areas are: union security, leaves of absence, insurance, and wages.

### A. Union Security (Fair Share)

The Union proposes to delete subsections 1 and 2 from sub (c) of Article XVI relating to union security. Article XVI provides that the employer would deduct either dues or a fair share service fee from the wages of each bargaining unit employee. The sections that the Union is seeking to delete provide that employees hired prior to the execution of the 1980-81 contract, who were not members of the union, do not have to pay the fair share service fee. Employees hired after that date would have to do so.

The District proposal retains the language in the current agreement.

The issue here is whether employees hired before the 1980-81 contract, who are not union members, should continue to be "grandfathered" to insulate them from paying their "fair share" of the cost of union representation?

### B. Leaves of Absence

Article XIII, Section 3, of the current contract relates to personal leave. It provides that employees will be allowed one personal leave day per year, with full pay, upon securing the prior approval of the School District Administrator. It further provides that the leave would only be approved for matters which the employee cannot schedule conveniently on a day other than a working day.

The Union proposes deletion of the personal leave limitations and provisions. The Union further provides that if an employee is subpoenaed to a court hearing, to an arbitration hearing, or to a WERC proceeding, such time would not be counted against their personal leave time.

The District proposes that the current language remain.

The issue is whether the personal leave time is to be increased by removal of the two-day limit and the prior approval requirements, together with other modifications?

### C. Insurance

The provisions in Article X of the contract relates to insurance. Currently, the District pays 100% of the cost of insurance for an employee working 1,500 hours or more during a year, 88% of the insurance cost for an employee working between 1,000 and 1,499 hours per year, and 70% of the insurance cost for an employee working less than 1,000 hours per year.

The Union proposes that the District pay 100% of the insurance cost for all employees working more than 600 hours during this school year. The District proposal retains the current provisions. The issue is whether the contract should be altered so that the District pays 100% of the insurance cost for all employees working more than 600 hours per year?

#### D. Wages

The District proposes to increase all wage rates by 4.5% effective July 1, 1985 and to retain the existing salary schedule. The Union proposes to increase wages by a rate of 5.9% and to adjust salaries for secretaries and aides in some of the current classifications. The issue is whether the wage rates should be increased by 4.5% or 5.9% with some modifications in the wage schedule?

### VI. DETERMINATION OF COMPARABLES

#### A. The District's Position

The District has submitted as proposed comparable school districts, the districts of Unity, Grantsburg, Frederick, Luck, Shell Lake, Siren, Northwood, and Solon Springs. The District urges that these districts be used because they are in closer geographic proximity than the Union's proposed comparable districts. The average distance for the District's comparable districts is an average of 22 miles from Webster, while the average distance of the Union's proposed comparable districts is 59 miles from Webster. The enrollment in the District's comparables averages 643 students. Webster has 701 students. The Union's proposed districts have an average enrollment of 546, which is almost 100 less students per school system than the District's proposed schools, and 150 less than Webster's actual enrollment.

The District believes its comparable districts are more representative of the labor market around Webster and are established in accord with more recognized standards. Since 88% of the teaching staff of the Webster School District reside within the boundaries of the District, there is no need to look outside of the Webster District in order to find qualified employees. Therefore, a small geographic area is more appropriate in the determination of comparable school districts.

Further, the District argues, they have chosen as comparable district systems that have both unionized and non-unionized non-teaching employees. They contend that many Arbitrators have recognized that regarding non-certified employees, it is not necessary to compare organized districts only with other organized school districts. They argue that this is particularly significant in areas that do not have large numbers of organized non-certified employees.

#### B. The Union's Position

The Union has proposed as comparable districts all of the organized districts within the Lakeland, Upper St. Croix Valley, and Indianhead Athletic Conferences that have reached a 1985-86 settlement of their labor agreements. Those districts are: Bruce, Siren, Winter, Unity, Bayfield, Drummond, Glidden, Ondossagon, Solon Springs, South Shore, and Washburn.

The Union contends that it is necessary to go outside of the Upper St. Croix Valley Athletic Conference (of which Webster is a member). Only two of the school districts in that Conference have their non-teaching employees represented by a union. Only one district, Unity, has settled its contract. Frederick (the other school district with its non-certified employee members of a union) has not yet settled its labor agreement.

The Union points out that neither party has submitted all the data for all of the schools in the Upper St. Croix Valley Conference. The districts the Union has offered have levy rates and costs per pupil similar to the Webster District. The districts are also comparable in

size to Webster. The District, on the other hand, has included two districts that do not have collective bargaining agreements (Grantsburg and Luck), and three districts that have not settled on the terms and conditions of employment for 1985-86 (Frederick, Shell Lake, and Northwood). Only three of the districts on the employer's list (Solon Springs, Unity and Siren) have set the wage schedules and conditions of employment or have entered into collective bargaining agreements. That is an insufficient number of districts to justify for the conclusions needed to fairly determine Webster's contract provisions.

The Union contends that non-organized districts should not be used as comparables by the Arbitrator. The Union had great difficulty in securing any data from the non-organized districts. Where data was available, the data contradicted the data submitted by the District.

The Union argues that it is not necessary to confine the comparable districts to those in the same athletic conference. The districts that they selected were schools in the same or other athletic conferences in which Webster has a relationship. They had participated in some extra-curricular activities with all of those schools in those three conferences. This, the Union believes, was more appropriate than combining the comparable districts because of the small number available in the Upper St. Croix Valley Athletic Conference.

#### C. Selection of Comparables

Choosing comparables outside of acknowledged and generally recognized criteria for selecting comparables should be done only with great caution. The Athletic Conference is a generally recognized source of comparables. When the athletic conference can be used, it should be used both for teachers and for certified employees. This Arbitrator held recently in the Parkview School District (a mediation/arbitration dealing with the non-certified employees) that the athletic conference was the proper source for comparables. There is sometimes a difference in the selection of comparables for non-certified employees and the selection for teachers. In some situations, use of the athletic conference is not an option because of the dearth of non-certified employee unions in a conference.

In this case, because only one settlement (Unity School District) has been reached within the Upper St. Croix Valley Athletic Conference, it is this Arbitrator's conclusion that the comparable districts proposed by the Union are more appropriate. It is inappropriate to compare an organized district with an unorganized district when other organized districts are available. Collective bargaining and negotiating between relatively equal parties is the best way to determine what wages should be paid to employees. To compare salaries and conditions of employment determined unilaterally or by an arbitrator would not reflect the same give and take which results at the bargaining table. Therefore, the use of districts organized by unions, that have reached an agreement, although they are outside the athletic conference, is the most appropriate way to determine comparables, provided that there is some geographic proximity and similarity of size to the Webster District.

### VII. UNION SECURITY (FAIR SHARE)

#### A. District's Position

The District contends that the Union has the burden of showing the need to change the existing contract provision regarding the fair share clause. If they fail to show such a need, no change should be imposed through the arbitration process. The Union is proposing to eliminate a "grandfather" clause which was inserted in the contract by mutual agreement when the District entered into a labor contract with the predecessor union to the Chequamegon United Teachers. The "grandfather" clause exempts certain employees who preceded the contract from payment of either dues or a "fair share" amount. The Union has not offered anything, either in dollars or in other provisions, in exchange for this proposal. The District contends that



it is inappropriate for such a change to occur in the arbitration process, rather than through negotiations between the parties.

#### B. Union's Position

The Union indicates that on April 4, 1985 in the last representation election for the non-certified employees, 85% of the members of the bargaining unit voted to be represented by the Chequamegon United Teachers instead of an AFSME Local that had previously represented them. Currently, 30% of the members of the bargaining unit do not pay either union dues or fair share fees. Fifteen percent more employees voted for the current union than pay either dues or fair share fees.

Since the overwhelming number of the members of the bargaining voted for this union, the Union argues that an arbitrator should not be reluctant to compel members of the unit to pay for that representation. Fairness dictates that the cost of representation should be spread among all employees who benefit from that representation. It is particularly unfair that only a small number of employees must pay a disproportionately higher fee in order for the Union to operate, since those non-payers receive the benefits and services identical to those who pay for them.

No other comparable district has a "grandfather" clause exempting some employees. In the comparable districts cited by the Union and accepted by this Arbitrator, 10 have fair share provisions without a grandfather clause. The Arbitrator is urged to adopt a union security clause similar to that of other districts without the burdensome exception now in the Webster contract.

#### C. Arbitrator's Decision Regarding Union Security (Fair Share)

In a mediation/arbitration dispute, certain issues are more fairly resolved through discussion and negotiation, and ought to be decided at the bargaining table. Such issues should not be subject to the chance decision of a mediator/arbitrator, unless it cannot be avoided. The percentage wage increase proposal by each side here is an issue appropriate for arbitration. However, work rules and other similar provisions involving the conditions of performing the work should be the result of a meeting of the minds between the people regularly involved in the activity. They know the intricacies of their jobs better than any arbitrator. Arbitrators should be cautious in inserting new provisions in a contract, or deleting existing provisions which affect the conditions of employment as distinguished from the compensation for such employment.

This is similar to those offers in which one of the parties is proposing a structural change, and the other party is proposing continuing the existing contract except for the wage rate. I have ruled in favor of the offer which changes only the rate but not the structure in Dane County and the Dane County Attorneys Association and in the School District of Potosi.

The Union Security (fair share) provisions that were offered by the Union, on its merits, is a very reasonable proposal; but, it deals with a matter that is more appropriately subject to the mutual agreement of the parties and should not be included in a contract merely because an arbitrator, standing alone, imposes his will. Instead, a meeting of the minds and an agreement should have been reached by the parties. Therefore, it is my opinion that the final offer of the District is the more reasonable offer regarding Union security. This is done not because the District's position is more meritorious, but instead, because of the procedure chosen by the Union to alter this provision.

### VIII. LEAVE OF ABSENCE

#### A. Union's Position

The Union has proposed that the personal leave provisions of the contract be expanded from one day per year to two days per year, and

that the prior approval of the Administration for matters that can't otherwise be conveniently scheduled at another time be modified so as not to require the Administrator's prior approval for matters other than court appearances or arbitration hearings.

Nine of the eleven districts in the comparable group provide their employees with two or more personal days leave per year. The Union particularly objects to what they view as the odious requirement that the District Administrator must approve personal leave prior to it being granted. In some situations, the personal leave day is simply too private a decision to require revealing the basis for it to the employer. They cite a series of examples for personal leave that rightfully should be kept private. They point out that the majority of the comparable districts do not require administrative approval prior to using personal leave.

An additional sub-issue included in this proposed change is the use of personal leave for legal proceedings. The Union contends that being subpoenaed to a court or arbitration proceeding is not a decision that is made personally by the subpoenaed employee. The employee is compelled to attend a proceeding at the behest of a third party; therefore, it is inappropriate to deduct that time from the limited personal leave time of an employee. The Union points out that the District and the Webster teachers already have included identical language in their labor agreement. It is equally appropriate to include such language in this unit's contract. Although the court and arbitration language is not found in other comparable labor agreements, the restrictive policy of the District requiring prior approval demands that it be included in the Webster labor agreement to protect the employees from unfair treatment.

#### B. District's Position

The District argues that the current provision providing one day per year personal leave with prior approval is appropriate. The Union's proposal doubles the number of personal days. Further, prior approval is no longer required. All that will be necessary is that the employee merely attempt to notify the District when he or she is using those days. The consequence of unexpected loss of staff or inconveniences to other employees that such arbitrary action could cause is ignored by the Union. Certain required functions could be jeopardized (e.g., no boiler operator to start the furnace) and great inconvenience caused to the District. There is insufficient justification among the comparable districts to support allowing employees two personal days in the manner proposed by the Union. Further, the Teachers have not met their burden of showing a need to correct a problem between the parties in this area.

#### C. Arbitrator's Decision

The practices in comparable districts strongly support the argument to expand the personal days available to employees and to exclude subpoenaed court and arbitration appearances from personal leave. However, some aspects of the particular proposal make it somewhat unfair. Mere notification, without prior approval, is not supported by the evidence. Nothing at the hearing or in the brief shows that the examples of Administrative abuse cited by the Teachers have occurred in the Webster area. The abuse that is described should have occurred in some way at some time in the Webster District before it can fairly be used to argue unreasonable application of the existing rule as a basis for obtaining this alteration.

This proposal calls for a significant contractual change in the working relationship between the parties. That type of change ought more appropriately to be the subject of give and take at the bargaining table. This provision should not be imposed in a labor agreement without both parties arguing and negotiating as to the precise nature of the language.

Therefore, I conclude that the provision in the final offer of the District relating to personal leave is the more preferable proposal.

## IX. INSURANCE

### A. Union's Position

The Union in this case proposes that the contract health insurance provision be expanded to cover all employees working more than 600 hours per year and that coverage begin 30 days after the arbitration award. Since the award cannot be issued prior to July 1, 1986, there is no additional cost for the 1985-86 school year for the employer.

The current contract provision requires the District to pay 100% of the insurance premium for employees working more than 1,500 hours per year, 88% of the insurance premium for those employees working 1,000-1,499 hours per year, and 70% of the insurance premium for those employees working less than 1,000 hours per year.

The District provides full health insurance benefits for teachers and also provides them with dental coverage, long-term disability and life insurance benefits. The non-teaching staff does not receive dental, long-term disability or life insurance benefits, and their health insurance is substantially more limited. Some of the teacher aides and secretaries work approximately 180 days per year at 8 hours per day, and therefore work 1,440 hours. They do not receive the full health insurance coverage, while teachers working the same hours do receive full coverage. This unfair and discriminatory application does not enhance employee morale. However, under both offers, all custodians would receive full health insurance.

The offers differ as to the scope of coverage and the jobs involved. Under the District's offer, two secretaries would receive 100% coverage, and three secretaries would receive 88% coverage. The Union's final offer would cover them all at 100%. Teacher's aides would be covered for 88% of the health insurance cost under the District's offer as opposed to 100% coverage under the Union's offer. The Union points out that eight of the eleven comparable districts provide 100% coverage for aides. Cooks would receive 88% of the health insurance cost in the District's proposal, whereas in the comparable districts eight of the eleven provide 100% coverage for cooks.

The District employs eleven bus drivers who work 900 hours per year at the rate of 5 hours per day. Bus drivers currently receive 70% of their health insurance premium. The Union's offer would provide them with 100% of the premium. Six of the nine comparable districts employing bus drivers provide for 100% health insurance coverage. It is particularly important that bus drivers be covered because they are unable to hold other jobs; the scattered hours throughout the day that they are required to maintain in order to provide the District with bus service at appropriate times make other significant employment impossible. The responsibilities of a school bus driver are substantial and similar to those of a study hall monitor, with the added responsibility of safely driving a large bus. Since the Union asserts the hourly wages for bus drivers in Webster are extremely low, health benefit coverage at 100% would be a substantial factor in encouraging persons to remain as drivers.

### B. District's Position

The District argues that it would incur a tremendous cost to furnish all the health insurance required by the Union's final offer. Had the proposal been in effect for a full year in the 1985-86 school year, it would have cost the District \$54,595, or a 27.5% increase in health insurance costs.

This is the type of proposal the District believes should be negotiated by the parties, not imposed by an arbitrator. The failure of the Union to have offered some type of concession in exchange for this substantial change further argues against it being included in the contract.

### C. The Arbitrator's Decision

The substantial cost of the proposal by the Union argues against its incorporation in the contract. Some comparable districts have adopted health insurance provisions that require 100% of the cost to be paid by the employer. However, a provision such as is proposed is more appropriately included in a labor agreement if it is reached by the parties through negotiating at the bargaining table. It is not appropriate for it to be imposed by an arbitrator.

The preferable final offer regarding insurance is the District offer. It preserves the status quo. The inclusion of the provision in the Union's proposal would make a major structural change in the economic relationship between the employer and the employees. Only with a great deal of caution should a change of that value be imposed by arbitration. Changing the structure of insurance payments is a substantial and costly provision. It alters the prior economic relationship of the parties. Employees such as the school bus drivers, who work only for a limited number of hours in each day, receive a very substantial benefit. That benefit should have been the subject of bargaining.

### X. WAGES

#### A. District's Position

The District argues that at the national level, the Consumer Price Index for urban wage earners and clerical workers increased 3.6% in 1985. The District's proposed 5.3% increase in wages exceeds the CPI by a substantial amount. The Union's final offer is far too high, especially when taking into consideration the cost of its insurance proposal in addition to the actual wage increase. The District argues that applying the District's percent contribution to the 1985-86 insurance premiums, the District pays an average of \$1.41 per hour for insurance contribution for its non-certified employees. Its generosity in insurance benefits mandates that the Arbitrator scrutinize the total compensation offers of the parties and not merely confine a decision to wages paid and rates proposed.

The Union has proposed adjustments in the classification of some secretaries and aides. Those changes are structural alterations to the wage plan and are not justified. They will result in some employees securing even higher wages, which should weigh heavily against the Union's proposal.

Other units of government, such as Burnett and Douglas Counties, granted only a 4% wage increases for 1985-86. This is considerably less than the District's proposed wage increase. Commodity prices are down and agricultural incomes have declined substantially in the past two years. Farmers have had a difficult time meeting their credit obligations. Loan delinquencies and farm foreclosures have increased. This economic downturn has a particular impact on Webster. The District's offer strikes a balance between the interest of the non-teaching staff and the interest of the local taxpayer; consequently, the District urges this Arbitrator to adopt its proposal.

#### B. Union's Position

The Union argues that the wage increases proposed by both the District and the Union are substantially lower than the amount that was awarded to the teachers in Webster. The Webster teachers received 8.5% total wage increase. Internal comparables support the Union's increase proposal.

When each of the job classifications for non-certified employees are examined individually, the employees in the Webster District rank far below the average of the comparable district. Among the comparable schools, secretaries receive wages which average a minimum of \$5.73 per hour and a maximum of \$6.52 per hour. The District's final offer provides a minimum of \$5.26 per hour and a maximum of \$5.72 per hour.

The Union's final offer provides a minimum of \$5.33 and a maximum of \$5.80. Among the comparable, only Siren has a lower maximum rate, while both Siren and Solon Springs have a lower minimum rates.

In regards to aides, the average pay in relevant comparables is \$5.25 minimum, \$6.02 per hour maximum. The District proposes \$5.11 minimum and a \$5.28 maximum. The Union proposes a \$5.18 minimum, with a \$5.35 maximum. Lower minimum rates are found at Glidden, Solon Springs, Bruce and Siren. Lower maximum rates are found only in Solon Springs.

In wages for custodians, the average minimum is \$6.31 and the average maximum rate is \$7.24. The District proposes a \$5.85 minimum rate and a \$6.56 maximum rate. The Union's proposal is \$5.94 minimum and \$6.66 maximum. Again, Webster is far below the average rate.

Classifying the rate of pay for bus drivers is far more difficult because of the different methods of compensation that each district uses for that position. The minimum rate of pay for bus drivers exceeds \$7.00 an hour, and the maximum rate is over \$8.00 an hour in those districts with discernible plans. The parties in Webster are both offering pay ranges between \$4.24 an hour and \$5.34 an hour, far below the average among comparable districts.

The average rate of pay for cooks in the Athletic Conference is \$5.35 per hour minimum, which compares to the District's offer of \$5.11 per hour and the Union's offer of \$5.18 per hour. The maximum rate average in the Conference is \$5.91 per hour, compared to the District's offer of \$5.31 per hour and the Union's offer of \$5.38 per hour.

The positions of study hall monitors and of instructional assistants are impossible to compare because none of the other districts have positions such as those. Neither certified nor non-certified classifications produce any applicable information on comparable rates.

The Union's proposal replaces the category of "secretary/ teacher's aide" with a category of "secretary", and would have persons in that category paid at the normal rate paid for a person in each classification when they are performing work in that classification.

The Union presented evidence showing that only 3.9% of the population in Webster resides on farms and only 6.6% of the workers are employed in agriculture. They show that 3.26% of the equalized value of the District's land is in agriculture. They conclude that this is not a district that is substantially adversely affected by the agricultural recession.

#### C. Arbitrator's Decision

The preferable final offer regarding the wage proposals is the final offer of the Union. It is apparent that Webster is among the lower paying districts when compared with other northwestern Wisconsin district that are organized. In every job category, including teacher's aides, cooks, custodians, and secretaries, Webster pays near the bottom. The discrepancy is severe for the Webster bus drivers, as compared to bus drivers in comparable districts.

Webster's economic base does not justify maintaining those lower salaries. In regards to wages, in my opinion, the Teachers' final offer is clearly the most preferable.

#### XI. SUMMARY AND RECONCILIATION OF ISSUES IN DISPUTE

I have found that the proposal in the final offers of the Union is preferable only in the area of wages and salaries. In the other areas in dispute, the final offer of the District is the most preferable. If the issue was only wages, the Union would clearly prevail because the District's offer is not competitive. The Union's final offer, however, contains many troubling provisions that an Arbitrator should be

reluctant to adopt. Those provisions more appropriately are dealt with by negotiation and discussion at the bargaining table. Therefore, it is my decision that the preferable final offer is that of the School District.

XII. AWARD

Therefore, it is the finding of this Arbitrator that the 1985-86 contract between the Webster School District and the Chequamegon United Teachers incorporate the final offer of the Webster School District.

Date this 15th day of November 1986.



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Frederick P. Kessler  
Mediator/Arbitrator