

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

OCT 09 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

: :
In the Matter of the : :
Mediation/Arbitration Between : : Case 51
: : No. 36157 Med/Arb-3697
ASHLAND FEDERATION PARA- : : Decision No. 23668
PROFESSIONALS, LOCAL 4232, : :
WFT, AFT, AFL-CIO : :
: :
and : : Sharon K. Imes
: : Mediator/Arbitrator
ASHLAND SCHOOL DISTRICT : :
: :

APPEARANCES:

William Kalin, Staff Representative, Wisconsin Federation of Teachers, appearing on behalf of the Ashland Federation Para-Professionals, Local 4232, WFT, AFT, AFL-CIO.

Ronald N. Hollstadt, Business Manager, appearing on behalf of the Ashland School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On May 19, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse identified above. Pursuant to statutory requirement, mediation proceedings between the Ashland Federation Para-Professional Local 4232, WFT, AFT, AFL-CIO, hereinafter referred to as the Union, and the Ashland School District, hereinafter referred to as the District or the Employer, were conducted on June 23, 1986. Mediation failed to resolve the impasse and the parties proceeded immediately to arbitration. During the hearing, the parties were given full opportunity to present relevant evidence and make oral argument. Subsequently, briefs were filed with and exchanged by the arbitrator, the last of which was mailed July 22, 1986.

THE FINAL OFFERS:

The remaining issue at impasse between the parties concerns wages. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasse was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer on the unresolved issues of one of the parties after giving consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

At issue between the parties is whether or not the wage increase for 1985-86 should include a salary schedule based upon length of service with the District. The Union, seeking to implement a salary schedule which provides step increases based upon months of service, contends the "lack of a rational salary structure has led to dissention within the bargaining unit" which cannot be resolved through voluntary negotiations with the Employer. Recognizing the schedule it proposes may be less than perfect, it, nonetheless, argues for adoption of the schedule stating the schedule "will provide a basis from which both the board and union can mutually arrive at a salary structure that both parties can embrace."

Considering the statutory criteria, the Union posits its offer is supported by the interest and welfare of the public criterion, by the

comparison of wages criterion and by the cost of living criterion. In regard to the interest and welfare of the public, the Union asserts its offer would benefit the public since it would result in a work force which is more harmonious and productive. Addressing the comparison of wages criterion, the Union asserts its offer compares favorably with the range of settlements in the area while the District's offer is "well below any of the rate increases" among the districts listed. The Union continues that within its wage increase is a cost solely associated with the adjustments needed in order to establish a relationship between salary and length of service. Further, positing this cost is 2.5% of its 6.35% package the Union asserts its offer, less adjustments, is 3.85% and quite similar to the District's offer at 3.8%. It concludes, then, both offers are reasonable when compared to the cost-of-living criterion. In addition, the Union states the reasonableness of its offer is shown when it is compared to the increases the District gave non-union personnel. Finally, reviewing overall compensation, the Union posits the fringe benefits of the comparable employers are quite similar to those provided in this District, thus, the reasonableness of the offers is not dependent upon this criterion.

More important to the Union than comparisons, however, is its belief that there is need for a salary schedule. In arguing for implementation of its salary schedule, the Union indicates "some members of the bargaining unit are making a sacrifice...to gain equity for the other members." It believes the schedule it is proposing is necessary in order to eliminate dissention within the bargaining unit and to improve the bargaining relationship with the District. Further, it declares support for its proposal exists not only in the fact that the District has agreed to salary schedules for other non-instructional employees within the District but in the fact that those districts which are considered comparable also have schedules which have been secured through voluntary collective bargaining. On this basis, it concludes its offer is more reasonable and the one which should be implemented.

The District, opposed to a salary schedule which is based on employee seniority, argues there are other ways to resolve the problem voiced by the Union. In support of its position it states the Board has agreed to develop written job descriptions for all positions covered by the contract and to update them as necessary. Further, it maintains the Board has proposed to establish a committee to study implementation of a salary schedule which would take into consideration responsibilities, competence, seniority and productivity. The District continues that all of these factors should be considered if a salary schedule is to be implemented.

Finally, the District declares its offer is more reasonable since it provides a 3.8% increase, an increase which is comparable to the settlements of other non-instructional units and other governmental units within the District's area. Further, it states the increase is reasonable when it is compared to the cost-of-living.

DISCUSSION:

After reviewing the evidence and arguments submitted, it is determined the District's offer should be implemented. At issue between the parties is whether or not a salary schedule based upon seniority should be implemented. When the Union's offer is compared to comparable wage increases for comparable positions, there is no question that the offer falls well within the range established as reasonable among the comparables. The District's offer, however, is also reasonable since it is consistent with the settlements it has reached with its other non-teaching bargaining units and since the 3.8% increase it offers also provides wage rates which fall within the range paid by comparable districts. However, the question is not whether the proposed wage increase is reasonable but whether or not adoption of the schedule is reasonable. The Union, by seeking to implement a salary schedule which has not existed before, is seeking to change the status quo within the District. In order to do so, it must be established that either a quid pro quo is offered or there is a "compelling need" for the change sought.

Essentially, the Union's position is that there is a "compelling need" for the change. In testimony, the Union indicated that currently there is no rationale for months of work compared to wage rates paid and that this lack of rationale has caused dissention among members of the bargaining unit. It states this problem dates back to when the unit was not represented but adds that over the course of bargaining since the unit has been represented, it has

been unable to negotiate a schedule which would resolve the wage problem and not be exorbitant. Continuing that it sought assistance from the School for Workers at the University of Wisconsin - Madison in order to develop a schedule which would compensate employees according to months of service, it contends the only schedule which could be developed that would take into consideration current rates of pay, months of service and which would not be exorbitant to implement is the one it is now proposing. The Union continues that although the schedule is not ideal, it would be a first step toward developing a schedule mutually agreeable to the parties.

The rationale advanced by the Union is reasonable. Reasonable rationale, however, is not sufficient cause for implementation of a change in status quo. The Union is to be commended for attempting to implement a schedule which attempts to resolve dissent within the bargaining unit, establish some equity in pay for years of service and yet not be too costly to the employer. The fact, is however, that there has been no demonstration that the dissent has caused a problem for the Employer, that the inequity in pay has caused a turnover in the work force or that there is some other reason which would demand the need for a change. Too, when the schedule is compared to schedules which the Union posits exist among the comparable districts, it is noted that while the Union is correct in that some of the schedules are based on length of service, none of the schedules have as many steps as those proposed in this schedule. Thus, while comparability might support the development of a schedule based upon seniority, it does not support a schedule which establishes as many rates as this schedule establishes or which provides for increases over as many years.

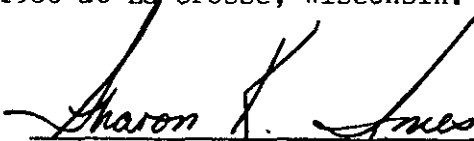
In finding the Union has not demonstrated a "compelling need" for change, it is hoped the District will not ignore the need to correct the inequities which the unit feels exists and will, in fact, proceed to develop job descriptions. Further, it is hoped the parties will continue to work toward the development of a schedule which meets both their needs. Issuance of this award will give the parties another year in which to actively work toward resolving the differences which they have over the development of a schedule. The fact that a schedule has been partially developed should give the parties a basis from which to continue serious work toward developing a schedule which can be agreed upon in negotiations, where properly such an agreement should be reached.

The following award is based upon review of the evidence and arguments presented and upon the relevancy of the data to the statutory criteria as stated in the above discussion.

AWARD

The final offer of the District, attached as Appendix "B", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1985-87 collective bargaining agreement as required by statute.

Dated this 7th day of October, 1986 at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

APPENDIX "A"

FINAL OFFER

Ashland Federation of PARA-PROFESSIONALS

Wisconsin Federation of Teachers

April 30, 1986

H. C. ...

HOURLY WAGE RATES
EFFECTIVE 7/1/85

Months of Service	BOOKKEEPER	SECRETARY	TEACHING AIDE
1. 1 - 12	7.000	4.847	4.55
2 13 - 24	7.106	5.029	4.726
3 25 - 36	7.211	5.218	4.902
4 37 - 48	7.317	5.407	5.078
5 49 - 60	7.422	5.596	5.254
6 61 - 72	7.528	5.785	5.430
7 73 - 84	7.633	5.974	5.606
8 85 - 96	7.739	6.163	5.782
9 97 - 108	7.844	6.352	5.958
10 109 - 120	7.950	6.541	6.134
11 121 - 132	8.055	6.730	6.310
12 133 - 144	8.161	6.918	6.486
13 145 - 156	8.266	7.108	6.662
14 157 - 168	8.372	7.297	6.834
15 169 - 180	8.477	7.486	7.014
16 181 - 192	8.583	7.675	7.190
17 193 - 204	8.688	7.864	7.366
18	8.794	<i>Article II B</i> <i>Based to pay 6% retirement.</i>	

<u>TEACHER AIDES</u>	<u>As of 7/1/85</u> <u>MONTHS OF SERVICE</u>	<u>PAY</u> <u>STEP</u>	<u>PRESENT RATE</u>	<u>PROPOSED RATE*</u>	<u>ADJUST-</u> <u>MENT</u>
Jean Westlund	151	13	5.69	6.562	+ 0.972
Elizabeth Preston	135	12	5.93	6.486	+ 0.556
Ann Donahue	130	11	5.79	6.31	+ 0.52
Florence Wedlund	130	11	5.87	6.31	+ 0.44
Ramona Stone	124	11	5.69	6.31	+ 0.62
Adele Korbein	117	10	5.69	6.134	+ 0.44
Rosemarie Gustafson	113	10	5.69	6.134	+ 0.44
Elaine Straw	104	9	5.60	5.958	+ 0.358
Gail Pufall	56	5	5.37	5.254*	- 0.116*
Peggy Steen	29	3	4.87	4.902	+ 0.032
Gladys Beeksma	26	3	4.87	4.902	+ 0.032
Carolyn Holm	9	1	4.25	4.55	+ 0.30
Debra Hyde	0	1	4.25	4.55	+ 0.30
Clifford Saari	0	1	4.25	4.55	+ 0.30

*Present rate would be continued until incumbent's service or a negotiated increase entitle her to a wage increase.

<u>BOOKKEEPER</u>	<u>As of 7/1/85</u> <u>MONTHS OF SERVICE</u>	<u>PAY</u> <u>STEP</u>	<u>PRESENT RATE</u>	<u>PROPOSED RATE*</u>	<u>ADJUST-</u> <u>MENT</u>
Alice Hansen	197	17	8.12	8.688	+ 0.568
<u>SECRETARIES</u>					
Ceraldine DeBriyn	171	15	6.92	7.486	+ 0.566
Shirley Meredith	166	14	7.90	7.297*	- 0.603*
Joyce Darry	159	14	5.79	7.297	+ (1.507)
Sally McDonald	123	11	6.51	6.73	+ 0.22
Jane Wherritt	118	10	6.07	6.541	+ 0.471
Cindy Thoery	22	2	4.53	5.029	+ 0.499
Shirley St. Arnold	5	1	4.53	4.84	+ 0.31
Karen Morzenti	0	1	4.53	4.84	+ 0.31

SECRETARYSDATE OF HIRE

Darry, Joyce	03/28/72
DeBriyn, Geraldine	03/15/71
Hansen, Alice	01/02/69
McDonald, Sally	03/20/75
Meredith, Shirley	08/30/71
Morzenti, Karen	09/06/85
St. Arnold, Shirley	01/07/85
Thoeny, Cindy	08/25/83
Wherritt, Jane	08/27/75

TEACHER'S AIDESDATE OF HIRE

Beeksma, Gladys	04/11/83
Donahue, Ann	08/26/74
Gustafson, Rosemarie	01/16/76
Holm, Carolyn	10/09/85
Hyde, Debra	09/04/85
Korbein, Adele	10/06/75
Preston, Elizabeth	03/25/74
Pufall, Gail	10/18/80
Saari, Clifford	01/20/86
Steen, Peggy	01/03/83
Stone, Romona	01/20/75
Straw, Elaine	10/25/76
Wedlund, Florence	08/26/74
Westlund, Joan	11/15/72

EFFECTIVE 7/1/86

All Hourly Wage Rates Increased by 3.3%

APPENDIX "B"

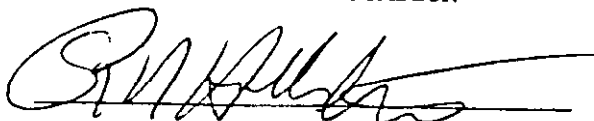
SCHOOL DISTRICT OF ASHLAND
Board of Education

April 28, 1986

Final Proposal to AFT/AFL-CIO Local #4232
Ashland Federation of Para Professionals
for the 1985-86 and 1986-87 contract years

1. Salary - 3.8% increase for 1985-86 and 1986-87
2. Increase - retirement to 6% effective January 1, 1986

FOR THE BOARD OF EDUCATION

A handwritten signature in black ink, appearing to be "C. A. Hill", written over a horizontal line.