

MAR 27 1987

STATE OF WISCONSIN  
BEFORE THE ARBITRATORWISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Petition of the  
WAUSAU SCHOOL DISTRICT  
EDUCATIONAL SECRETARIES' AND  
AIDES' ASSOCIATION

Case 25  
No. 36987 MED/ARB-3895  
Decision No. 23954-A

To Initiate Mediation/Arbitration  
Between the Petitioner and the

WAUSAU SCHOOL DISTRICT

**I APPEARANCES****For the Secretaries and Aides Association**

Thomas J. Coffey, Uniserv Director, Spokesperson  
Evie Pellett, President (WDSA)  
Elaine Dallman  
Susan Finley  
Lois Fox  
Joan Schmidt  
Sharon L. Statezny  
Mary Weiland

**For the Wausau School District**

John Crubaugh, Asst. Supt. Instruction, Spokesperson  
Dan Norton, Director of Research  
Todd Ortman, Elementary, Principal

**II BACKGROUND**

On May 16, 1986, the Wausau Educational Secretaries' and Aides' Association hereinafter called the Association, filed a petition with the Wisconsin Employment Relations Commission to initiate Mediation/ Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act for the purpose of resolving an impasse arising in collective bargaining between the Association and the Wausau School District hereinafter called the District, on matters affecting the wages, hours and conditions of employment of employees represented by the Association. A Finding of Fact has determined that the District is the lawful employer and the Association is the exclusive collective bargaining representative of all regular full and regular part-time secretarial and clerical personnel, including secretaries, teachers aides, health aides, special education aides, study hall supervisors, library assistants, receptionists and clerical personnel in audio-visual, transportation, business office or school assignments and excluding supervisors and confidential employees.

The parties exchanged initial proposals on November 20, 1985, and thereafter meet on eight occasions in attempts to reach accord on a successor agreement. An investigation into the matter was conducted by a member of the Commission's staff on August 19, 1986. Finding the parties still at impasse the investigator accepted the parties final offers, and stipulations on matters agreed to for a successor

arbitration. The mediation meeting was closed on 11:40 P.M. on November 24, 1986.

### III PROCEDURE

An arbitration hearing was held in the offices of the Wausau School District, Wausau, Wisconsin, on November 24, 1986, at 12:00 noon before the Arbitrator. At this hearing both parties were given full opportunity to present their evidence, testimony, and proofs, to summon witnesses and to engage in their examination or cross-examination. The parties elected to present their final arguments in the form of written briefs. The briefs were submitted by December 6, 1986 and the hearing was closed at 5:00 P.M. Based on the evidence, testimony, arguments and criteria set forth in Section 111.70 of the Municipal Employment Relations Act, the Arbitrator renders the following award.

#### Stipulations and Issues

The parties have stipulated to all terms and conditions of employment for a successor agreement for the period January 1, 1986 to December 31, 1987, with the following exception: Article XIX Compensation, Appendix A (Salary Schedule).

The sole issue before the Arbitrator is the selection of one of these salary schedules for the Successor Agreement. The Association is requesting a salary schedule with an average wage increase of 6.0% in the first year and 5.0% in the second year. The Association's proposal is attached as Appendix A. The District is requesting a salary schedule with an average wage increase of 3.0% in the first year and 2.5% in the second year. The District's proposal is attached as appendix B.

### IV CONTENTIONS OF THE PARTIES

The Association contends its comparability group is more appropriate than the district's. The Association maintains that recent arbitration decisions have established this as precedent and cite Dec. No. 23231-A, 05/12/86, Vernon, (Association Exh. 32) as recent evidence that the comparable employee groups should be the Athletic Conference. The Association further argues that intra-industry comparisons are more appropriate because they are descriptive of similar job classification groups and are the most common comparison for arbitral decisions. The Association argues that utilizing these types of comparisons is good public policy and assists in the resolution of agreements by encouraging voluntary settlements. The Association contends that comparable units should be unionized districts, that non-organized employees have different sets of criteria utilized in determining terms and conditions of employment. The Association contends that should internal comparables be a determinant factor in the selection of an award they have provided internal comparisons with North Central Technical Institute, City of Wausau, and Marathon County secretaries. The Association argues that the District has not provided an appropriate set of comparables, that those provided are fragmentary and have previously been rejected in a recent arbitration.

The District contends that its comparables encompass a local market which is the only area used in the recruitment of secretaries/aides. The District maintains that its recruitment pool of "quality personnel" far exceeds its job needs (District Exh. 13,). The District contends it is paying a ongoing and obviously fair rate to attract this pool of applicants. They maintain there are a number of reasons for the increasing number of applicants: 1) a fair wage; 2) above average fringe benefit plan; 3) pleasant working conditions; 4) a work schedule which is compatible with the time out of school by school age children. A second reason advanced for the District's final salary offer is the unemployment picture for Marathon county, which the District maintains is a more formidable problem than in the comparable areas advanced by

the Association. Thus, the District argues that its comparables should be the adjacent school district of D.C. Everest, local governments and businesses. Further, that the Associations' comparison of NCTI employees should not be considered because they allegedly perform duties far different from those aides in the instant district, but consideration should be given to those aides at NCTI which are unorganized.

The Association contends its final offer on wages are the most reflective of comparable wage rates. The Association maintains it have provided a four year longitudinal study of comparables which supports its position while the District has provided no detail substantiating its position. The Association contends that the District in this instance ignores the significance of dollar increases and argues for percentage increases while in previous arbitrations with other employee bargaining groups the District argued that percentage increases are less important because of above average salaries. The Association maintains that the district's cavalier position is inconsistent and should not be sustained.

The district contends its position is clear It advertises locally within its schools for position candidates, seldom relies on the local newspaper and attracts a surplus of exceptional candidates. The District maintains that most recent salary increases for secretaries have averaged about 2.0% and salary increases for aides has averaged approximately 4.0% The District argues that while it is not clear to what extent the local economy with a non-union insurance company as the major employer has in effecting wages, the CPI for Milwaukee, St. Paul, or the U.S was lower than the wage increase offered by the District.

The Association contends that the settlement pattern is or should be the basis of measuring Cost of Living criteria. As evidence in support of its position the Association cites the findings of arbitrators (Kerkman, 1981; Gunderman, 1986) that voluntary settlement represents the real cost of living within an area.

#### V DISCUSSION OF THE ISSUE

##### Comparability

The determination of which other organizations should be compared to the parties in dispute is rapidly coalescing to fact from past practice and practical procedure. The election of any comparable organizational unit any time or at any place for comparison with the only variable of commonality being compatibility with the party's final offer has almost no creditability. The current presumption is that athletic conferences are deemed as useful comparables because of similarity in size and number of constituents served and past history of practices in common. When the positions of both parties are examined it is clear that the Association's position is within historically comparable groups. The wage increases sought by the Association are within the ranges historically awarded to this group of employees.

The District has taken another position. The District in an unequivocal manner has stated for the record that: 1) it does not wish to pay more for competent employees; 2) it believes it can get as many employees as is necessary through internal recruitment and does not need to appear competitive. The District has not stated nor implied that it cannot pay the cost of the settlement or that settlement cost is more than a rhetorical expectation. The district wishes to utilized the D.C. Everest School District as a comparison but provides little data for such comparisons. The District wishes to use local governments but again fails to provide comparable data for meaningful evaluation. The District wishes to utilize private business but provides no meaningful data. The Arbitrator's examination of data shows that average

salaries for Occupational titles 4622 (Secretaries), 4623 (Stenographer), 4624 (Typist-Word Processor) for the Wausau SMSA shows salaries in these groups of over six dollars per hour. An examination of association exhibits 18,19,21,22 show that the fringe benefits of bargaining group members is slightly below the average in costs to the district. In summary the Association's final offer appears to be consistent with the Athletic Conference comparables. The District's final offer position is not consistent with the comparable school districts, and is a deviation from the bargaining history between this Association and District (Association Exhibit, 28). This bargaining history appears to be derived without outside intervention.

The District has raised a contention which does not lend itself to resolution through the procedure of comparison, or reasonableness in the current CPI. The District has expressed in an unfettered, emotionless manner the intent not to increase its employees' wages in a comparable manner. This intent does not apparently arise from inability to pay the cost of such settlement, but from lack of desire to pay the cost of such settlement. The past settlement record of the parties indicates that this unwillingness to pay is a change in bargaining direction by the District. The question raised in this arbitrator's mind is, were all parties aware of this changed status?

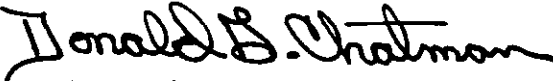
Of critical importance in this Arbitrator's opinion is whether the parties have recognized a change in prevailing practice. If so, then the weight of the District's final offer should equal any comparison standard. If not, then the Association should have the opportunity to negotiate with the change in "Prevailing Practice".

A review of the hearing presentation, witnesses and closing statement briefs show that the District made no stated intention until the submission of such briefs. In that final brief the District indicates its belief that it can obtain a sufficient quantity of employees without advertising. If there is ambiguity present then the District has conveyed such discrepancy. Thus, it is this Arbitrator's opinion that all parties were not aware of the change in prevailing practice and the District's final offer position should not be sustained for this specific reason. The merit of the Employer's final offer is expressly not addressed.

#### VI AWARD

The January 1, 1986 to December 31, 1987, successor collective bargaining Agreement between the Wausau School District Secretaries' and Aides' Association and the Wausau School District shall contain the uncontested articles of the previous Agreement, the stipulations agreed to during negotiations between the parties, and the final offer of the Association.

Dated this 26<sup>th</sup> day of March, 1987, at Menomonie, Wisconsin.

  
Donald G. Chatman  
Mediator/Arbitrator

Final Offer

Appendix A

1986 & 1987

SEP 08 1985

DISTRICT OFFER

WISCONSIN SCHOOL DISTRICT

TEACHER AIDES/SPECIAL EDUCATION

	<u>1986</u>	<u>1987</u>
Step 1	5.57	5.70
Step 2	5.80	5.93
Step 3	6.15	6.29
Step 4	6.47	6.62

TEACHER AIDES/REGULAR

Includes: Regular Teacher Aides  
Library Assistants  
Study Hall Supervisors  
Health Aides  
Resource Center Aides

	<u>1986</u>	<u>1987</u>
Step 1	5.26	5.39
Step 2	5.49	5.62
Step 3	5.83	5.97
Step 4	6.16	6.30

SECRETARY III

Includes: Department Secretaries  
Receptionist/Switchboard Office  
Attendance Secretary John Muir and West High  
Library Secretaries

	<u>1986</u>	<u>1987</u>
Step 1	5.26	5.39
Step 2	5.49	5.62
Step 3	5.83	5.97
Step 4	6.16	6.30

Secretary II

Includes: Secretary to Elementary School Office  
Secretary to Supervisor of Buildings and Grounds  
Secretary to Director of Food Service  
Secretary to Library/Media Service Coordinator  
Secretary to Specialists  
Guidance Secretaries  
Programming Secretaries  
Attendance Secretary - East High

	<u>1986</u>	<u>1987</u>
Step 1	5.64	5.78
Step 2	5.98	6.12
Step 3	6.31	6.46
Step 4	6.71	6.86

SECRETARY I

Includes: Secretary to Director of Curriculum  
Secretary to Director of Research and Federal Projects  
Secretary to Administrator of Exceptional Education  
Payroll  
Bookkeepers  
Secretary to Secondary School Principal  
Secretary to Secondary School Assistant Principal

	<u>1986</u>	<u>1987</u>
Step 1	5.92	6.06
Step 2	6.37	6.51
Step 3	6.83	6.99
Step 4	7.33	7.51

FINAL OFFER  
APPENDIX A  
1986

ASSOCIATION FINAL"  
OFFER

TEACHER AIDES/SPECIAL EDUCATION

Step 1	\$5.73
Step 2	5.97
Step 3	6.33
Step 4	6.66

TEACHER AIDES/REGULAR

Includes: Regular Teacher Aides  
Library Assistants  
Study Hall Supervisors  
Health Aides  
Resource Center Aides

Step 1	\$5.42
Step 2	5.65
Step 3	6.00
Step 4	6.34

SECRETARY III

Includes: Department Secretaries  
Receptionist/Switchboard Office  
Attendance Secretary John Muir and West High  
Library Secretaries

Step 1	\$5.42
Step 2	5.65
Step 3	6.00
Step 4	6.34

SECRETARY II

Includes: Secretary to Elementary School Office  
Secretary to Supervisor of Buildings and Grounds  
Secretary to Director of Food Services  
Secretary to Library/Media Service Coordinator  
Secretary to Specialists  
Guidance Secretaries  
Programming Secretaries  
Attendance Secretary-East High

Step 1	\$5.81
Step 2	6.16
Step 3	6.50
Step 4	6.90

SECRETARY I

Includes: Secretary to Director of Business Services  
Secretary to Director of Curriculum  
Secretary to Director of Research and Federal Projects  
Secretary to Administrator of Exceptional Education  
Payroll  
Bookkeepers  
Secretary to Secondary School Principal  
Secretary to Secondary School Assistant Principal

Step 1	\$6.10
Step 2	6.55
Step 3	7.03
Step 4	7.55

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WAUSAU DISTRICT SECRETARIES AND AIDES ASSOCIATION  
FINAL OFFER  
APPENDIX A  
1987

ASSOCIATION FINAL  
OFFER

TEACHER AIDES/SPECIAL EDUCATION

Step 1	\$6.02
Step 2	6.27
Step 3	6.64
Step 4	6.99

TEACHER AIDES/REGULAR

Includes: Regular Teacher Aides  
Library Assistants  
Study Hall Supervisors  
Health Aides  
Resource Center Aides

Step 1	\$5.69
Step 2	5.93
Step 3	6.30
Step 4	6.66

SECRETARY III

Includes: Department Secretaries  
Receptionist/Switchboard Office  
Attendance Secretary John Muir and West High  
Library Secretaries

Step 1	\$5.69
Step 2	5.93
Step 3	6.30
Step 4	6.66

SECRETARY II

Includes: Secretary to Elementary School Office  
Secretary to Supervisor of Buildings and Grounds  
Secretary to Director of Food Services  
Secretary to Library/Media Service Coordinator  
Secretary to Specialists  
Guidance Secretaries  
Programming Secretaries  
Attendance Secretary-East High

Step 1	\$6.10
Step 2	6.47
Step 3	6.82
Step 4	7.25

SECRETARY I

Includes: Secretary to Director of Business Services  
Secretary to Director of Curriculum  
Secretary to Director of Research and Federal Projects  
Secretary to Administrator of Exceptional Education  
Payroll  
Bookkeepers  
Secretary to Secondary School Principal  
Secretary to Secondary School Assistant Principal

Step 1	\$6.40
Step 2	6.88
Step 3	7.38
Step 4	7.93

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