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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Mediation-Arbitration
Between

MONONA GROVE PUBLIC
SCHOOLS CLERICAL UNIT,
LOCAL 60, AFSCME,
AFL-CIO

Case 39
No. 37226 MED/ARB 3955
Decision No. 23963-A

and

MONONA GROVE SCHOOL
DISTRICT

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70 of the Wisconsin Municipal Employment Relations Act. Monona Grove Public Schools Clerical Unit, Local 60, AFSCME, AFL-CIO (Union) is the exclusive collective bargaining representative of certain employees of the Monona Grove School District (Employer or Board) in a collective bargaining unit consisting of all clerical and office employees, except confidential and supervisory employees.

The Union and the Employer have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit. The agreement expired on June 30, 1986. On May 12, 1986, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement that expired on June 30, 1986.

On July 1, 1986, the Union filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate Mediation-Arbitration. On September 8 and 17,

1986, a WERC staff member conducted an investigation and concluded that the parties were deadlocked in their negotiations. On September 18, 1986, the parties submitted to the investigator their final offers as well as a stipulation on matters agreed upon.

On September 23, 1986, the WERC certified that the conditions precedent to the initiation of mediation-arbitration had been met. Jay E. Grenig was appointed as the Mediator/Arbitrator on October 9, 1986.

Mediation proceedings were conducted on December 19, 1986, in Monona, Wisconsin. Thereafter, the Employer notified the Mediator/Arbitrator on January 8, 1987, that it had rejected a proposed two-year agreement. Thereafter, the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on March 24, 1987.

The Employer was represented by Kenneth Cole, Assistant Executive Director, Wisconsin Association of School Boards. The Union was represented by Darold Lowe, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO.

The parties were given full opportunity to present relevant evidence and arguments. Upon receipt of the parties' briefs, the record was declared closed on April 18, 1987.

II. FINAL OFFERS

The Union proposes that the hourly wage rates be increased by 35¢ per hour effective July 1, 1986. The Union's proposal would result in the following hourly wage rates:

	Starting	After 6 mos.	After 8 mos.	After 30 mos.	After 42 mos.
Clerk I	\$7.28	\$7.52	\$7.89	\$8.30	\$8.66
Clerk II	7.43	7.66	8.03	8.47	8.82
Clerk III	7.61	7.85	8.21	8.63	8.99

The Employer proposes that the hourly wage rates be increased by 13¢ per hour effective July 1, 1986. The

Employer's proposal would result in the following hourly wage rates:

	Starting	After 6 mos.	After 8 mos.	After 30 mos.	After 42 mos.
Clerk I	\$7.06	\$7.30	\$7.67	\$8.08	\$8.44
Clerk II	7.21	7.44	7.81	8.25	8.60
Clerk III	7.39	7.63	7.99	8.41	8.77

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis. Stats. § 111.70(4)(cm)(7) criteria:

- A. The lawful authority of the employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services commonly known as the cost of living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into

consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

IV. POSITIONS OF THE PARTIES

A. THE UNION

The Union argues that its offer more closely conforms with other voluntary settlements and arbitration awards within the Monona School District. It asserts that the District's offer would require an increase of wages in excess of 6% effective as of July 1, 1987, to stay even with the increase granted to the food service unit represented by the Union.

It notes that the difference becomes even greater when compared to the voluntary agreement with the teachers' unit (a 7.6% increase effective August 11, 1986). The Union says it would have to bargain a wage increase of more than 12% effective July 1, 1987, to merely maintain the same level.

According to the Union, its offer more closely conforms to the settlement patterns among other comparable units situated in Dane County. It points out that the wage increases in these comparables ranged from 4% to 6%, with an average increase of 4.5%. The Union says its offer is more reasonable because a majority of the school districts in the Badger Conference have settled for more than the Union's offer. It states that no employer in the Badger Conference has offered its employees a wage proposal as low as this Employer has offered this bargaining unit.

The Union concludes that its offer is more reasonable than the Employer's offer.

B. THE EMPLOYER

It is the Employer's position that existing rates of pay for clerical employees are more than adequate when compared to compensation rates for similar positions in other school districts and the private sector.

The Employer believes that the rate of increase in the Consumer Price Index and the level of settlement in the prior year with this bargaining unit dictate that the Employer's offer is more reasonable.

According to the Employer, the Union's offer of 5.34% is in excess of the pattern of settlements and the Employer's offer of 2.69% is less than this pattern of settlements. If one considers that the average bargaining unit wage rate of \$8.18 per hour is in excess of wage rates for comparable positions, the Employers argues that its offer should be selected. The Employer contends that the rate of increase in compensation is not as significant as actual wage comparisons.

V. FINDINGS

A. Lawful Authority of the Employer.

There is no contention that the Employer lacks the lawful authority to implement either offer.

B. Stipulations of the Parties.

Although the parties were in agreement on many facts, there were no stipulations with respect to the issues in dispute.

C. Ability to Pay and Interests and Welfare of the Public.

There is no contention that the Employer lacks the financial ability to pay either offer. The evidence indicates that the Employer has the highest cost per student, one of the highest equalized values per pupil, and one of the highest levy rates, among the 15 comparable districts relied upon by the Employer (Belleville, Cambridge, Deerfield, DeForest, Madison, Marshall, McFarland, Middleton, Mount Horeb, Oregon Stoughton, Sun Prairie, Verona, Waunakee, and Wisconsin Heights).

D. Comparison of Wages, Hours and Conditions of Employment.

1. Introduction

The Union's proposal would result in a total wage increase of 5.34% and the Employer's proposal would result in a total wage increase of 2.69%. The hourly wages resulting from each offer are set forth in Part II above.

2. Internal Comparables

The District's Food Service Employees settled for an increase of 4.2% effective July 1, 1986, and 3.9% effective July 1, 1987. As a result of an arbitration decision, the District's Custodial Maintenance Employees received a 40¢ per hour increase effective July 1, 1986. The District settled with the teachers for a base increase of 7.1% effective August 11, 1985, and 7.6% effective August 11, 1986.

3. External Public Sector Comparables

In 1986-87 the wage rates for secretaries in 14 Dane County school districts ranged from a low of \$4.71 per hour (McFarland) to a high of \$11.98 per hour (Madison). If Madison is disregarded, the high is \$9.12. Five of the 14 districts have a secretarial wage rate as high or higher than the highest wage rate proposed by the Employer. Three of the districts have a higher wage rate than the highest wage rate proposed by the Union.

The Union presented evidence relating to the salary 1986-87 increases for secretaries in seven school districts (Fort Atkinson, Oregon, Sauk Prairie, Stoughton, Monroe, Middleton, and Madison). The evidence showed that the pay increases ranged from 3.3% to 7.5%. The median increase was 4.1% and the average increase was 5.03%.

The bargaining unit for the secretaries in the City of Madison settled for 4% wage increase effective December 29, 1985 and 4% effective December 28, 1986. In Dane County the parties agreed to a 3.5% settlement effective December 22, 1985, and 4% effective December 21, 1986. Unionized Monona City employees (does not include secretarial or clerical employees) settled for 4.5% effective January 1, 1986. State employees received a 6% pay increase effective July 1, 1986.

4. Private Sector Employers

The Wisconsin Wage Survey indicates that the range of mean starting wage for secretaries and clerks employed by private employers in Dane County in 1986 ranged from \$4.89 (Clerk-General) to \$6.60 (Administrative Secretary) with a range in the mean wage from \$6.17 (Clerk-Typist) to \$8.91 (Administrative Secretary). Secretaries in Transportation/Communications/Utilities earn a mean hourly wage of \$10.37.

E. Changes in the Cost of Living.

The cost of living for the year preceding the effective date of the new contract as measured by the Consumer Price Index (Urban Wage Earners and Clerical Workers) increased by 1.3% (June 1985--318.7 to June 1986--323).

F. Overall Compensation.

Under either offer, the employees represented by the Union will continue to receive fringe benefits generally comparable to those provided in other bargaining units.

G. Changes During Pendency of Arbitration.

The parties did not bring any changes during the pendency of arbitration to the attention of the Arbitrator.

H. Other Factors.

The Compensation Study Committee of the Wisconsin Expenditure Commission found that, for public sector clerical employees, starting rates were significantly above private sector starting rates in 19 of 26 categories. The Committee's study showed that in 1986 the hourly wage for secretaries in the private sector in 1986 ranged from \$6.40 to \$8.61.

VI. ANALYSIS

Arbitrators have given great weight to settlements between an employer and its other bargaining units. See Brown County, Dec. No. 20455-A (Michelstetter 1983); Manitowoc County, Dec. No. 19942-A (Weisberger 1983); Milwaukee County, Dec. No. 20562-A (Fleischli 1983); City of Brookfield, Dec. No. 19573-A (Rice 1982); City of Oconto, Dec. No. 19800-A (Monfills 1982). According to the record, the range of settlements among the Employer's bargaining units ranges from 4.2% (food service employees) to 7.6% (teachers). The custodians received a 40¢ an hour increase as a result of an arbitration decision.

The Employer's offer would result in a wage increase outside the range of voluntary settlements between the Employer and two of its bargaining units. The Employer's offer is not within the range of the rates of settlement. Either offer would result in an increase below that received by the custodians through arbitration. Disregarding the increase received by the teachers, the Union's offer is closer to the increases received by the food service employees and the custodians than the Employer's offer.

The purpose of comparing wages, hours and conditions of employment paid by comparable employers is to obtain guidance in determining the pattern of settlements among the comparables as well as the wage rates paid by the comparable employers for similar work. If there is no basis for departing from the comparables, an arbitrator, in giving effect to the prevailing wage practice in the comparables, will rely upon a comparison of the wages, hours and conditions of employment paid by comparable employers, adopting for the parties that which has been adopted by other parties under similar circumstances.

The Union's offer is closer to the median increase (4.1%) and the average increase (5.03%) than the Employer's offer. The Union's offer is also closer to the rates of settlement received by unionized employees in Dane County, the City of Madison, the City of Monona, and the State of Wisconsin.

In Monona Grove School District (Custodial Employees), Decision No. 23965 (Vernon 1987), Arbitrator Vernon recognized widely accepted principles of interest arbitration, when he wrote:

Generally speaking when determining how much of a wage increase is appropriate, it is sufficient to concentrate on the percentage of the wage rate increases in comparable positions in comparable employers. Thus, normally--given data from a sufficient number of comparable positions and employers--the most reasonable offer is the one which proposes to increase wage rates or levels to a degree most consistent with the comparables.

. . .

However, occasionally circumstances warrant that the amount of a wage rate increase is less important than the wage rate or wage level itself. . . .

. . .

[W]hen an employer is arguing for wage rate moderation, they (sic) ought to be held to the same burden of proof as a Union (sic) arguing for catch-up. This for good reason ought to be a fairly strict burden. Voluntarily agreed upon wage relationships should not be disturbed without convincing evidence of meaningful

disparities in positions with similar duties and responsibilities.

With respect to the wage rates for secretaries in the private sector, there is evidence that in 1986 in Dane County the starting hourly wage rate ranged from \$4.89 (Clerk-General) to \$6.60. The range in the mean wage was from \$6.17 to \$8.91 (Administrative Secretaries). "Administrative Secretaries" received a mean hourly wage of \$10.37. Although both offers would result in starting hourly wage rates above those described above, the evidence does not establish a meaningful disparity with respect to wage rates other than the starting rate.

While the Employer's offer is closer to the increase in the cost of living than the Union's, there is no reason to limit wage adjustments to increases in the cost of living if the other statutory criteria indicate that a larger increase is justified. Although the increases in the comparable districts do not necessarily indicate what the increase in the cost of living was, it is reasonable to assume that the percentage settlements in the comparable districts took into consideration the cost of living increases during the period in question.

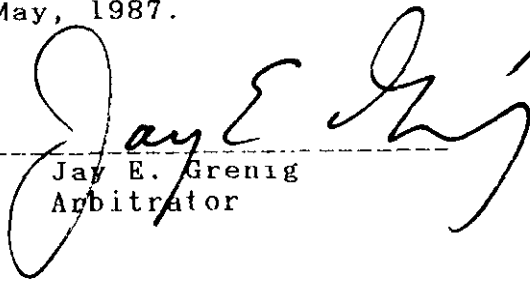
In conclusion, the evidence does not justify a departure from the pattern of settlement set within the District and the pattern of settlement set by other public sector employers in the area. The Union's offer is substantially closer to the patterns of settlement, while the Employer's offer is not even within the range of settlements in the District itself.

VII. AWARD

Based upon consideration of the relevant evidence and the arguments of the parties and upon the criteria set forth in the Wisconsin Municipal Employment Relations Act, it is determined that the Union's final offer is more reasonable than the Employer's. The parties are directed to include the Union's offer together with all previously

agreed upon items in their 1986-87 collective bargaining agreement.

Executed at Waukesha, Wisconsin, this nineteenth day of May, 1987.

A handwritten signature in cursive script, appearing to read "Jay E. Grenig", written over a horizontal dashed line.

Jay E. Grenig
Arbitrator