

MAR 27 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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* In the Matter of the Petition of	*	*
* WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 60	*	*
* AFSCME, AFL-CIO	*	Case 38
* To Initiate Mediation-Arbitration	*	No. 37064
* Between Said Petitioner and	*	MED/ARB-3912
* MONONA GROVE SCHOOL DISTRICT	*	Dec. No. 23965-A

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APPEARANCES

On Behalf of the Union: Darold O. Lowe, Council 40
Staff Representative

On Behalf of the District: Kenneth Cole, Wisconsin Association
of School Boards

I. BACKGROUND

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 which expired June 30, 1986. Thereafter, the Parties met on one occasion in efforts to reach an accord on a new collective bargaining agreement. On June 5, 1986, the Union filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On August 5, 1986 and September 3, 1986, a member of the Commission's staff conducted an investigation, and, by September 3, 1986, the Parties submitted to the investigator their final offers, as well as a stipulation on matters agreed upon, and thereafter the Investigator notified the Parties that the investigation was closed and advised the Commission that the Parties remain at impasse.

On September 24, 1986 the Commission ordered the Parties to select a Mediator-Arbitrator. On October 8, 1986 the Parties notified the Arbitrator of his appointment. The parties met with the Mediator-Arbitrator on November 19, 1986 for the purposes of mediation and, if necessary, arbitration. Mediation efforts were not successful and evidence was presented by each party. Post hearing briefs were submitted and exchanged December 23, 1986. The following award is based on those briefs, the evidence and the statutory criteria.

II. THE FINAL OFFERS

The only issue before the Arbitrator is wages. The Parties have in place a salary schedule covering five wage classifications. The Union proposes to increase all wage rates by \$.40/hour effective June 1, 1986. The District proposes to increase the wage rates by \$.12/hour. This represents a 3.67% for the Union and 1.64% wage increase under the Employer offer. On a total package basis the increase would be 4.76% and 2.34% respectively.

The schedule which would result under the Union offer is as follows:

		Starting	After 6 mo.	After 18 mo.	After 30 mo.	After 42 mo.
Asst. Maint. Supervisor	Hourly	\$11.48	\$11.76	\$11.94	\$12.35	\$12.63
Building Custodian II	Hourly	11.02	11.27	11.51	11.75	12.04
Building Custodian I	Hourly	10.80	11.01	11.28	11.54	11.77
Custodial Worker II	Hourly	10.13	10.35	10.65	10.87	11.11
Custodial Worker I	Hourly	9.69	9.92	10.08	10.40	10 68

The schedule which would result under the Board offer would be as follows:

		Starting	After 6 mo.	After 18 mo.	After 30 mo.	After 42 mo.
Asst. Maint. Supervisor	Hourly	\$11.20	\$11.48	\$11.66	\$12.07	\$12.35
Building Custodian II	Hourly	10.74	10.99	11.23	11.47	11.76
Building Custodian I	Hourly	10.52	10.73	11.00	11.26	11.49
Custodial Worker II	Hourly	9.85	10.07	10.37	10.59	10.83
Custodial Worker I	Hourly	9.41	9.64	9.80	10.12	10.40

III. ARGUMENTS OF THE PARTIES

A. The Union

The Union's first argument is based on the District's voluntary settlements with its other two bargaining units. They are the Food Service employees (Local 60, AFSCME, AFL-CIO) and the Teachers' Association. The settlements are as follows:

	<u>Food Service</u>	<u>Teachers</u>
7/1/86	4.2%	7.1% 8/11/85
7/1/87	3.9%	7.6% 8/11/86

Based on these figures, the Union suggests that the Employer offer to this unit of \$.12/hour or 1.6% will require an increase of 6.5% in 1987 just to stay even with the percent increase granted to the food service unit represented by AFSCME Local 60. The difference becomes even greater when you compare the teachers' unit with the custodial/maintenance unit. Local 60 would have to bargain a 13.1% increase effective July 1, 1987 merely to maintain the same level. They do not believe that such an increase would be reasonable, and clearly could not be justified in the future.

The Union also argues that the Union's offer more closely conforms with the settlement patterns among other comparable units situated in Dane County. They believe these comparable

units are the City of Madison, State of Wisconsin, Madison Schools, Dane County and the City of Monona. They present the following data:

Wage Increase Comparison

City of Madison	4.00% (12/28/86)
State of Wisconsin	6.00% (7/6/86)
Madison Schools	4.00% (3/9/86)
Dane County	3.5% (12/22/85)
City of Monona	4.5% (1/1/86)

Average without Monona Board of Education - 4.22%

	<u>Offer</u>	<u>Below the Average Settlement</u>
Employer	1.6%	2.58%
Union	4.0%	.22%

The Union also suggests that even if attention is focused on school districts in the Badger Athletic Conference, their offer is more reasonable. They contend a majority of the school districts have settled for more than the Union offer of 4%. In fact, no employer in the Badger Conference has offered its employees a wage proposal as low as this employer has offered this unit. They do acknowledge that the Employer has stated that because of the unit's good wage rates, they should be held down and granted only a small increase. The Union agrees that the custodial and maintenance unit is a leader, but submit that they are entitled to hold that leadership role.

B. The District

In general, the Board argues that its offer is consistent with increases in the Consumer Price Index, the economic circumstances of the District, and is consistent with increases granted by other governmental units. The Board also believes that existing wage levels in the Monona Grove School District for custodians are in excess of the wage rates in both the public and private sectors, and the increases proposed by the Union will further exaggerate this disparity. Central to their case is the contention that its proposed increase is a necessary step in correcting this imbalance in wage rates.

In terms of economic conditions, they believe it is an important consideration that (1) the costs per pupil in the Monona Grove School District are the highest in Dane County and, consequently (2) the levy rate paid by Monona taxpayers is the highest in Dane County and (3) Monona has the second lowest level of state aid in the County. This situation has caused the Board to reduce the increasing levels of expenditures. They submit several exhibits which detail the efforts they have taken in this regard which all tolled have reduced the general fund expenditures by \$314,000. Also, in terms of economic conditions, they direct attention to the consumer price index. The various indices range from 1.1% to 2.6%. Thus, they argue this favors the Board's 2.34% total package offer rather than the Union's 4.76% offer.

Next, the Board submits that all of the comparable wage rate data, including both the public and private sector wage rates, supports the Board's position. They emphasize the Findings and Recommendations of the Compensation Study Committee of the Wisconsin Expenditure Commission. Generally speaking, the study finds that public employee wages are too far out of step with private wages. For instance, the District notes that the wage rates for Facilities Repair Worker I-II or Maintenance Person when compared to the Monona Grove School District's wage rates, are clearly lower at minimums and maximums in the private sector.

The Employer also analyzes the wage rates in other school districts in Dane County, the State of Wisconsin, Dane County and the City of Madison. In terms of school districts, they note the wage rates of \$10.52-\$11.49/hour for Building Custodian I and \$10.74 to \$11.76 for Building Custodian II represent a range of wage rates that are clearly superior to other governmental units. In this regard, they contend the wage rate disparity is at least \$1.00/hour and is as much as \$3.00-\$4.00/hour. This situation is repeated and, in fact, is slightly worse if the City of Monona's wage rates are utilized.

In the way of rebuttal, the District acknowledges that the Union relies on the settlements with the Food Service employees and the teachers. With respect to the latter, they suggest it is a recognized fact that arbitrators have been unwilling to compare the wage increases of teachers with the wage increases of non-teaching employees. With respect to the Food Service employe settlement, they acknowledge the settlement was 22-26 cents per hour. However, the Board argues that its offer of 11 cents per hour to custodians is a more reasonable increase than the 40 cents per hour demanded by the Union when one considers the "catch-up" factor in the Food Service settlement. Their rates are \$5.00-\$6.00 per hour or about one-half the existing custodial rates. Regarding the Union's references to other districts and other governmental units, they contend the record contains no evidence to support the position that the listed governmental entities are comparable to the Monona Grove School District. Furthermore, the data contained in the Union's exhibits is, at best, hearsay. There is no way for the Board to examine either the accuracy of the data or to assure that it was obtained in an objective fashion. Even so they note the increases depicted in the Union's exhibits are lower in both percentages and especially in cents per hour than the Union's offer.

IV. OPINION AND DISCUSSION

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.

The data on wage increases in this case is fairly clear. A 4% increase in wage rates is squarely within the range of increase employed by other public sector employees. In the athletic conference, there were increases only as low as 3% and as high as 7.9%. Between these extremes, there were increases of 4 and 5%. In what should be considered secondary external comparables, the School District of Madison employees received 4%, the City of Monona received 4.5%, Dane County effective 12/22/85 received 3.5% and the City of Madison received 4%. This data on wage rate increases obviously tends to favor the Union's offer.

However, occasionally circumstances warrant that the amount of a wage rate increase is less important than the wage rate or wage level itself. In such situations, it is usually the Union who is contending that they need more of an increase than the pattern of rate increases in order to "catch up." In other words, Union's sometimes argue their wage rates or wage levels are too far behind and they need a greater than normal wage increase to get closer to the norm.

In such cases, arbitrators have said the burden is on the Union when arguing "catch up" to (a) establish the need for catch-up, i.e. that their wage rates are in fact too far behind and (b) that their proposal to increase the wage rates is reasonable related to the need for catch up.

This case is somewhat unusual in that it is the Employer who is arguing their wage rates are out of balance with the norm. They contend their wage rates are too high and that, accordingly, an increase less than the pattern is called for in order to moderate the comparable wage relationship.

In this respect, the Employer compares wage rates in the bargaining unit to selected wage rates for similar job titles in the City of Madison, Dane County, the State of Wisconsin, other school districts and the private sector.

The Arbitrator believes that when an employer is arguing for wage rate moderation, they ought to be held to the same burden of proof as a Union 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.

In this case, it is the Arbitrator's opinion that the Employer has not put forth evidence convincing enough that a diversion from the pattern is appropriate. If a Union had presented the same kind of data in support of a catch-up argument, the reaction would be the same.

More specifically, the evidence is not precise enough as to the duties and responsibilities of the bargaining employees relative to the employees paid under the wage rates referred to in the Employer's exhibits. There are no job descriptions for the bargaining unit jobs and there is only one job description in the record from all the various wage rates referred to by the Employer. The mere reference to job titles doesn't give enough information to determine the precise duties of positions. For instance, there can be a wide range of responsibilities in custodial positions. Differences can relate to supervisory responsibilities for other crew members, bus driving responsibilities, responsibility for skilled and semi-skilled maintenance, the need for close supervision, etc. One "custodial worker" may only be pushing a broom and emptying waste baskets under close supervision, whereas another might be driving a bus, performing simple or even complex electrical/mechanical repairs, supervising other employees and/or working alone quite independently.

There are other job content factors which may justify differences in wage rates. Without adequate descriptions of the various duties and responsibilities in custodial positions in other schools, the City, County, the State of Wisconsin and the private sector a meaningful judgment cannot be made that Monona Grove's rates are unreasonably out of step given their duties and responsibilities. For instance, a reference is made in the Employer exhibits to a Custodial Worker II at \$10.20/hour in the City of Madison. The question is unanswered however to which of the classifications in Monona Grove this is comparable to based on its job content. Is it most comparable to a Building Custodian I or II or a Custodial Worker II or I? If it is generally comparable to a Custodial Worker II in Monona, is a \$.91/hour or a 9% difference in rates under the Union offer unreasonable in view of their particular job content differences. These questions are also unanswered with respect to all the other wage rates referred to by the Employer.

Without information to make meaningfully valid comparisons as to job content, there is insufficient evidence to conclude that there is enough disparity in wage rates to justify an increase lower than the pattern, which is clearly in the

neighborhood of 4%. The mere fact that Monona is a leader in wage rates is insufficient to justify digressing from the pattern. There must be convincing evidence of an unreasonable disparity.

AWARD

The Final Offer of the Union is accepted.



Gil Vernon, Arbitrator

Dated this 16th day of March, 1987, at Eau Claire, Wisconsin.