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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Petition of :
: MIDDLETON-CROSS PLAINS :
: SCHOOL CUSTODIAN ASSOCIATION :
: :
To Initiate Mediation-Arbitration : AWARD AND OPINION
Between Said Petitioner and :
: :
MIDDLETON-CROSS PLAINS :
AREA SCHOOL DISTRICT :

Case No. 36
No. 37199
Med/Arb 3945
Decision No. 23994-A

Hearing Date February 12, 1987

Appearances:

For the Employer MR. KENNETH COLE,
Assistant Executive Director
Wisconsin Association of
School Boards, Inc.

For the Union Lawton & Cates, S. C.,
Attorneys at Law, by
MR. BRUCE F. EHLKE

Mediator/Arbitrator MR. ROBERT J. MUELLER

Date of Award May 13, 1987

BACKGROUND

The Middleton-Cross Plains School Custodian Association, hereinafter referred to as 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 on June 26, 1986. Said petition was thereafter processed pursuant to the statutory procedure and an impasse was subsequently found to exist between the Association and the Middleton-Cross Plains Area School District, hereinafter referred to as the District. The undersigned was subsequently appointed to serve as the mediator/arbitrator to resolve the impasse. The matter was subsequently set for mediation. Mediation efforts were unsuccessful and the matter was then heard in arbitration. Both parties were present and were afforded full opportunity to present such testimony, evidence and argument as they deemed relevant. Post-hearing briefs were submitted to the mediator/arbitrator.

THE FINAL OFFERS

The parties had reached agreement on all matters for a two-year agreement for the years 1986-1987 and 1987-1988 with the exception of the appropriate salary increase to be implemented in the first year of the two-year contract, namely the 1986-1987 school year.

Association Proposal

The Association has proposed that wages be increased 40¢ per hour for the 1986-1987 contract year.

District Proposal

The District proposes that wages be increased 25¢ per hour for the 1986-1987 contract year.

DISCUSSION

The Association argued that the most relevant group of comparables are those of comparable size that are within the general labor market and influence of the Madison metropolitan region. They argue that the rationale and findings of Arbitrator Krinsky and later Arbitrator Ziedler as expressed in their arbitration decisions involving the Sun Prairie School District are most appropriate to determining the comparable districts in this case. They argue that there is a Madison area labor market and that the suburban districts that are most comparable in size and geographical proximity to the urban center of the Madison labor market should be deemed the most comparable. They contend the districts of Monona Grove, Oregon, Stoughton, Sun Prairie and Middleton constitute the most appropriate comparative group and one that should then be compared to the Madison School District as it is the dominant influence on such suburban districts. They argue that while the District has proposed that other districts in the Dane County area and in the proximate vicinity of Madison and the suburban districts should also be included in the comparative group, the Association contends that most of the others are smaller, employ fewer

teachers, have fewer students, rely on a smaller tax base, and especially those that are removed geographically from the urban area, are more rural in nature. Such districts should not be given equal weight to those identified by the Association as the most comparable. The Association contends the City and Town of Middleton are integrated into the Madison urban area and Madison area labor market socially and economically to such an extent that it in essence should be considered on the same footing as the Madison District itself.

The Association argues that even if one utilizes the list of school districts within Dane County utilized by the District for the 1986-1987 school year, such data reveals that the average wages only increase granted within all such districts was 5.1%. Compared to such figure, the District's proposal is 3.26%. Additionally, the District granted its own clerical employees a 5.4% increase for the 1986-1987 school year. They argue that even if one attributes a full 1% of that increase to roll-up, the District's proposal to clerical would still be in excess of what they are offering the custodians. The Association further contends that their proposal of 40¢ per hour increase constitutes a 5.1% increase on wages only.

The Association further contends that if one makes comparison to the actual level of wages paid at the comparable school districts, one finds that the Association's proposal serves

to maintain the custodian rate at the Middleton School District at a more comparable level with those other districts to which comparison is made.

The Association had the following to say in its brief with respect to comparison of wage rates.

Further, the wage rates and the pay ranges seen in other Dane County school districts, except for the smallest and more rural districts, tend to be higher than those proposed by the District. Union Exs. 4, 6, Board Ex. 11. In the school districts that in the past have been considered by Arbitrators to be most comparable to the Middleton School District-- the Monona Grove, Oregon, Stoughton and Sun Prairie School Districts, Sun Prairie Joint School District No. 2, WERC Dec. No. 16780-A at 14 (July 2, 1979) (F. Zeidler, Arbitrator), the lowest pay ranges for full-time custodians¹ are, respectively, \$9.29 - \$10.28, \$7.10 - \$8.65, \$8.00 - \$8.80 and \$7.04 - \$8.45; the highest ranges are, respectively, \$11.08 - \$12.23, \$8.93 - \$9.86, \$8.34 - \$9.15 and \$10.06 - \$12.23. Union Ex. 6.

The District's proposal of a low range of \$7.20 - \$8.25 would provide for a maximum wage rate that is lower than that paid full-time custodians by any of these other comparable school districts. The Association's proposed low pay range of \$7.35 - \$8.40 provides for a maximum wage rate that also is lower than that seen in the other major suburban school districts, but not as low as what the District has proposed.

¹The Oregon Custodian 3's are part-time employees. Board Ex. 11.

The District argues that the custodial positions in the Middleton School District are identifiable with similar positions in other districts throughout Dane County and to similar positions

in the private industry labor market. The Board contends that most, if not all residents of Dane County, are within a reasonable commuting distance of Madison and are therefore impacted by the Madison area metropolitan labor market. The District contends that the Union's selection of only a select portion of the Dane County school districts is a self-serving selection and not justified by the facts. The District argues that the factor^{of}/size is not of sufficient significance compared to other factors such as property tax base and influence and impact of the Madison metropolitan labor market upon such smaller districts such as Verona, Waunakee, Mt. Horeb, McFarland and DeForest. The District contends its total package offer of 5.2% is equivalent to or better than any of the Badger conference school districts with the exception of Oregon. The District further contends that the wage rates in the other Dane County school districts with the exception of the Madison School District, are lower than the Middleton School District wage rates. The Association offer which is a 6.88% total package increase is in excess of the settlements for the most part that were reached in the comparable districts.

The District further contends that its offer is consistent with the increases in the Consumer Price Index. They contend the CPI increase during the most recent one year period is approximately 1.2%. The National Series Index reveals an annual

rate of inflation at approximately 2.6%. They contend the District's offer is more than sufficient to offset the effects of inflation.

The District further contends that its offer is consistent with the settlement reached with the clerical union. The clerical union agreement was 5.38% compared to the District's offer of 5.2% to the custodial workers. They contend its offer is also supportive on the basis that it maintains the District's relative position for custodial pay with the corresponding classifications in the private sector. The District contends its final offer is more properly supported by the statutory criteria than is the final offer of the Association.

It seems to the undersigned that all school districts in the Dane County geographical area as well as those districts not in the Dane County area but who share various comparability statistics common to Middleton by virtue of being in the same athletic conference, are relevant and material and subject to consideration as comparables. That is not to say that all comparables, simply because being denoted as comparables, are worthy of the same weight or consideration. Some districts clearly possess features which make it more comparable to a particular district whereas another district may not possess as many equal or similar features so as to make it as equal or comparable as the other.

The matter of determining comparability is a many faceted

consideration. If one were to consider comparability from the standpoint of the number of students in a particular district, one would conclude that Middleton and Sun Prairie Districts are the most comparable from that aspect. Based on the number of teachers in the District, one would also reach that same conclusion. One would then give somewhat lesser weight and consideration to the Stoughton School District, which is the next closest in size on the basis of student population; next is the Oregon School District, which is approximately 900 members smaller than Stoughton, and finally Monona Grove, which is approximately 900 students fewer than Oregon. If one were to use a mathematical formula merely based upon student and/or teacher population comparisons, one would conclude that Sun Prairie should be given twice the weight in comparison to Middleton compared to Monona Grove because Monona Grove is approximately one-half the size of Sun Prairie.

If one, however, evaluated comparative statistics from a cost per student, levy rate and equalized value per member, one may come to a somewhat different conclusion with respect to which is most comparable to another and which should be given greater weight and/or consideration. For example, District Exhibit No. 6 contains such data for the 1985-1986 school years and based upon the equalized value per member, one finds that

Middleton has \$201,293.00 per member, Monona Grove has \$219,300.00 per member and Verona has \$202,411.00 per member. Based upon the closeness of those figures, one would conclude that such three schools should be comparable from the standpoint of the amount of taxable property that is subject to the levy rate for the education of each student in the district. For example, the Oregon School District shows an equalized value per member of \$138,377.00. Stoughton shows an equalized value per member of \$152,107.00. Sun Prairie shows an equalized value per member of \$134,085.00. If one looks at contiguous districts to the Madison metropolitan district, but ones that are somewhat smaller than Middleton, one finds that DeForest School District shows an equalized value per member of \$165,002.00. McFarland School District shows an equalized value per member of \$134,977.00. Waunakee shows an equalized value per member of \$159,013.00. Based upon such figures, one could conclude that all of such districts with comparable values per member should reasonably be considered as comparable from that standpoint.

Another aspect of comparability using in part such statistics, involves the cost per student in each district. District Exhibit No. 6 shows that the cost per student at Deerfield was \$4,569.06, Madison was \$4,506.81, Monona Grove, \$4,621.27, and Sun Prairie \$4,132.17. The cost per member in the Middleton School District was \$3,890.94.

Where such differences in cost per student and equalized value available for taxation per student varies, the levy rate must also vary. Such exhibit shows that Monona Grove, for example, has a levy rate of 16.24 which is the highest of all shown on the exhibit in order to raise the necessary dollars to meet the per cost per student that is shown. Deerfield School District, Madison School District and Sun Prairie School District are also shown to be somewhat higher than most of the other districts. The Middleton School District has a levy rate of 12.71.

There is no single formula or weight to be given each of the various statistical features of a district which can then be placed into a computer from which one can extract specific weights to be afforded each district that one might program into the formula for purposes of resolving comparability to a finite degree. The most that can be said is that arguments are made by the parties to arbitrators pointing out the strong points of each of their respective positions and arguments are presented concerning the respective weight and consideration that an arbitrator should give to a particular district in comparison to another in the final analysis. The arbitrator is then left to bring his best judgment to bear upon all those statistics and arguments of the parties and make, if possible, an informed judgment concerning the appropriate weight to be given each school district as a comparable. Frequently, much

depends upon the availability of data relative to a particular issue that may be available within the contract of each district to which comparison is sought. Where an evaluation is made as to the level of settlements for a particular contract term and some what would be otherwise comparable districts are not yet settled, such districts simply cannot therefore be utilized in such type comparative analysis.

The arbitrator is fortunate in this case because there are a number of settlements in place in most of the districts mentioned by both parties.

Without however at this point making any determination concerning any respective weight to be afforded one district over another, it is helpful to examine some of the settlement data that is available. District Exhibit No. 10 contains the following settlement data.

Dane County
School Districts
1986-87

<u>District</u>	<u>Package Increase</u>	<u>Wage Increase</u>
McFarland	9.59%	9.64%
DeForest	5.0 %	4.0 %
Cambridge	6.0 %	5.0 %
Madison	NA	4.0 %
Marshall	5.1 %	5.0 %

Sun Prairie	5.21%	4.56%
Waunauke	3.92%	3.39%
Monroe	4.0 %	3.85%
Oregon	7.4 %	7.9 %
Sauk-Prairie	7.0 %	4.0 %
Verona	NA	5.0 %
Wisconsin Heights	NA	NA

Middleton Board	5.2 %
Union	6.88%

If one then runs a total of the settlements at the above districts of total package increase, one finds that the average of nine districts shown is 5.913%. If one runs an average of the eleven districts on wages only increase, one finds an average of 5.122%. Computation of a percentage increase of wages only without roll-ups with respect to the District's final offer and Association's final offer, one finds that the District's final offer constitutes a wages only increase of 3.26% while the Association's final proposal constitutes a wages only increase of 5.12%.

An evaluation of such data would lead one to conclude that based upon the total package comparisons, the Association proposal is 1.758% above the average, whereas the District's offer is .713% below the average. Based on that single analysis,

the District's offer would be preferable.

If one compares the wages only percentage increases, one finds that the Association's proposal is almost identical to the average of the 11 schools. The District's offer on the other hand, is 1.862% below the average. On that aspect, one would then conclude that the Association offer is preferable. If one then combines the two results from the wages only and total package analysis, one would conclude from an overall that the Association's final offer is the closest to the average.

If one places somewhat greater emphasis on the premise that the Madison metropolitan area exerts a strong influence on the level of what is appropriate wage upon its contiguous neighbors because of sharing in the same labor market and market basket, one would find the following analysis and comparison to those contiguous school districts for which settlement data is available. Monona Grove School District is not settled and therefore no settlement data is available. Utilizing the settlement data available for the Districts of McFarland, DeForest, Waunakee, Oregon, Verona and Sun Prairie, one finds that the average percentage settlement on wages only of those six districts is 5.75%. Similar data is available for the total package settlement of all schools with the exception of Verona and the average of the total settlement package of

those districts is 6.224%. If one therefore compares the average wages only settlement of 5.75% to the District's proposal of 3.26% and the Association's proposal of 5.12%, one finds that the Association offer is clearly the one to be preferred. A comparison to the total package average settlement of 6.224% leads one to the conclusion that the Association offer is likewise to be preferred from that analysis as being closer to the average level of total package settlement of the contiguous school districts.

The parties both entered evidence and argument with respect to the comparison of wage rates and ranges that exist at the various districts for the custodial classifications. Such comparison, however, is rendered somewhat difficult because of the uncertainty as to the extent of responsibility and maintenance type and repair type work that custodians do from one district to another. Such evaluation and comparison is also made difficult because the classifications are not identical from one district to another. Some districts have but one or two classifications, while others have three or four classifications. It is somewhat difficult to determine which particular classification at a district is the one to which comparison should be made with another particular classification at another district. Utilizing what appears to be a comparison of apples to apples and a custodian I to its equivalent at other districts,

the arbitrator has extracted the following salary range data from the various exhibits.

Salary Range

Middleton -		
District Offer	7.20	8.25
Association Offer	7.35	8.40
Middleton (City of)	7.12	7.87
McFarland (13)	5.84	8.51
DeForest	6.09	8.51
Waunakee	7.00	8.71
Oregon	7.10	8.65
Sun Prairie	7.32	9.78

Because of the difficulty to make concise comparisons on the basis of salary ranges, one can only make a general comparison as to whether one or the other offer is out of step with what would appear to be a fairly consistent range of the schools. From an evaluation of such data, it would not appear that either the District offer or Association offer moved the salary ranges to a point where they were out of step with those shown. In fact, it would appear that from a general viewpoint,

under both the District and Association offer, the starting rate of the range is somewhat higher than what appears to be the going rates at the schools shown. The top of the range under both the District and Association proposal, however, is lower than the top range at any of the other schools shown. As a generalized finding from such data, one would conclude that the Association offer is entitled to slightly more favorability on the basis of such comparative statistics than is the District's offer.

The arbitrator has further considered the argument advanced by the District with respect to the CPI and comparison to other data including private sector custodial rates, and is of the considered judgment that while the CPI factor would favor the District's position from a literal application, the arbitrator is not persuaded to afford such factor overriding weight over that of the above comparative analysis to wage rate and levels of settlements at other districts in this case.

With respect to the argument advanced by the District concerning comparison of custodial wages under the School District's offer to that paid janitors in private industry, the arbitrator finds such matter difficult to assess and consider for the reason that the duties and responsibilities of janitors or custodians at various places of employment are not shown to be comparable by any credible evidence contained in the record. Within the districts themselves, there is allegation and argument in the record to the fact that there is considerable difference between the duties and responsibilities of a custodian at one district to those of a custodian at another. The same undoubtedly exists between the custodian in a school district and a janitor at a private employing facility. In the absence of evidence establishing at least a prima facie comparative basis to the janitors for which wage rates have been presented into evidence, the arbitrator is unwilling to assume as a matter


of fact that the private positions are in fact comparable in duties and responsibilities to the custodian I position in the Middleton School District.

On the basis of the total record evidence and application and consideration of the statutory factors thereto, the undersigned finds that the final offer of the Association is preferred and most supported thereby.

It therefore follows on the basis of the above facts and discussion thereon, that the undersigned renders the following decision and

AWARD

That the final offer of the Association is awarded and is to be incorporated into the parties' 1986-87 and 1987-88 Collective Bargaining Agreement.


Robert J. Mueller
Mediator/Arbitrator

Dated at Madison, Wisconsin
this 13th day of May, 1987.