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IN ARBITRATION BEFORE

FEB 24 1989

ROBERT J. MUELLER

WISCONSIN DEPARTMENT
RELATIONS COMMISSION

In the Matter of the Mediation/
Arbitration Between

DELAVAN-DARIEN SCHOOL DISTRICT

Case 16

and

No. 39611 INT/ARB-4628
DECISION and AWARD

DELAVAN-DARIEN SECRETARIES
AND AIDES ASSOCIATION

Decision No. 25562-A

APPEARANCES:

Ms. Shannon E. Bradbury, Counsel, Wisconsin Association
of School Boards, for the District.

Ms. Esther Thronson, Executive Director, Southern Lakes
United Educators Uniserv Council # 26, for the Association.

BACKGROUND

On October 26, 1987, the above-named parties jointly
filed a petition with the WERC to initiate interest
arbitration under the auspices of Section 111.70 (4) (cm) 6
of the Wisconsin Statutes. Said petition was thereafter
processed without resolution to this arbitration. The
undersigned was selected from a panel and appointed by the
WERC to hear the matter and issue a decision, selecting
either the total final offer of the Association or the total
final offer of the District in accordance with Wisconsin
Statutes Section 111.70 (4) (cm) 6 & 7. A hearing was held at
the District offices in Delavan, Wisconsin. The parties
were present at which time they presented written and oral
evidence and made such arguments as they deemed relevant.
Post hearing briefs and reply briefs were subsequently filed
and exchanged through the arbitrator.

THE FINAL OFFERS

ASSOCIATION FINAL OFFER:

1. Article X, A. and B.

Replace A. and B. with one item (A) as follows:

Secretaries and Aides shall be compensated on the basis of the salary schedule as set forth in Appendix A. (attached)

2. Article H

3. Add: Employees reduced in time from their 1986-87 hours shall be entitled to the same insurance coverage that they had prior to said reduction in time.

4. Delete -

3. Side Letter of Agreement

The parties agree to continue insurance coverage for Vivian Seuser and Edith Miller at the level provided in the 1983-84 agreement.

APPENDIX A

SALARY SCHEDULE

	<u>87-88</u>	<u>88-89</u>
0	\$4.94	\$5.19
1	5.09	5.34
2	5.24	5.49
3	5.39	5.64
4	5.52	5.77
5	5.62	5.87
6	5.72	5.97
7	5.82	6.07
8	5.92	6.17
9	6.02	6.27
10	6.12	6.35
11	6.22	6.47
Off Schedule	6.32	6.57
	6.42	6.67
	6.52	6.77
	6.62	6.87
	6.72	6.97
	6.82	7.07
	6.97	7.22
	7.07	7.32
	7.27	7.52
	7.37	7.62

DISTRICT FINAL OFFER:

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RELATIONS COMMISSION

**FINAL OFFER
OF THE
DELAVAN-DARIEN SCHOOL DISTRICT
1987-89**

1. The Board proposes to delete the existing contract language,
ARTICLE X, Section H.4., which reads:
 4. If the premium charge by the insurance company for health and dental insurance should increase or decrease above or below the amount negotiated, the base salary of all employees will be increased or decreased by an amount to compensate for the changes. (Changes will be made to the nearest dollar.)

2. The Board proposes to distribute the amount of \$2,878 proportionately to the employees according to the number of hours each worked in 1986-87

3. The Board proposes wage increases of \$.32 ATB for 1987-88 and \$.32 ATB for 1988-89 as per attached schedules.

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RELATIONS COMMISSION

APPENDIX A

1987-88

Wage Schedule

AIDES

<u>Step</u>	
0	(4.79)
1	4.94
2	5.09
3	5.24
4	5.39
5	5.54
6	5.69
7	5.84
<u>Off Schedule</u>	
	5.99
	6.09
	6.19
	6.29
	6.39
	6.89
	6.99
	7.14

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1987-88

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Wage Schedule

WISCONSIN GOVERNMENT
RELATIONS COMMISSION

SECRETARIES

Step

0	(5.42)
1	5.52
2	5.62
3	5.72
4	5.82
5	5.92
6	6.02
7	6.12

Off Schedule

6.22
6.32
6.42
6.52
6.62
6.72
6.82
6.97
7.07
7.27
7.37

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APPENDIX B

1988-89

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Wage Schedule

AIDES

Step

0	(4.96)
1	5.11
2	5.26
3	5.41
4	5.56
5	5.71
6	5.86
7	6.01

Off Schedule

6.11
6.31
6.41
6.51
6.61
6.71
7.21
7.31
7.46

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1988-89

Wage Schedule

SECRETARIES

Step

0	(5.64)
1	5.74
2	5.84
3	5.94
4	6.04
5	6.14
6	6.24
7.	6.34

Off Schedule

6.44
6.54
6.64
6.74
6.84
6.94
7.04
7.14
7.29
7.39
7.59
7.69

THE FINAL OFFERS SIMPLIFIED AND EXPLAINED

It is first necessary to understand the source and reason for the amount of \$2,878.00 referred to in item #2 of the District's final offer.

The District and the Association have both proposed as part of their final offers to delete Section H.4. of Article X. Such item is therefore a non-issue in this case and is a stipulated agreement by the parties as to that issue.

The effect of such provision in the prior contract resulted in the District having paid \$2,878 less than the amount negotiated for health and dental insurance. Said sum was therefore allocated for payment in the current contract to be.

The District proposes to pay it to employees on a proportionate formula basis.

The Association proposes to convert such amount to a cents per hour increase to be incorporated into the hourly contract rates.

The two proposed differing applications of such sum results in the difference in the percentage increase of each parties wage proposals as computed by each party.

The District computed its final offer of 32 cents per hour across the board increase as being an increase of 4.57% for 1987-88 and 5.19% for 1988-89.

The Association rolled the sum of \$2,878 into the 1987-88 rates and computed the District's offer as being 5.5% for 1987-88 and 5.2% for 1988-89.

The Association converted the sum of \$2,878 to cents per hour into the wage schedule as having been done from the prior contract and used that as a starting point. They then computed the cost of their 1987-88 wage schedule as being 6.3%. The District included such sum as part of the 1987-88 increase and computed the Association wage schedule proposal at 7.59%. Both were relatively close for 1988-89 with the Association computing the cost as 5.7% and the District computed it as 5.69%.

The other major difference in the salary proposals is the Association's proposal to merge the separate schedule of the secretaries and the separate schedule of the aides into one single schedule. The District proposes to maintain the two separate schedules as contained in the prior contract and apply the proposed increase to such separate schedules.

DISCUSSION

An issue was presented between the parties with respect to the comparables.

The Association argued that the comparables that should be used in this case are those schools in the Southern Lakes Athletic Conference (SLAC).

The District argues that in addition to the SLAC the Clinton and Walworth UHS should be referenced because of their direct proximity to Delavan-Darien.

While the comparability data with respect to staff size, enrollment, budgeted expenditures and revenues per pupil varies to some extent from the averages of the SLAC schools, the variation is not so significant to call for their exclusion from any consideration.

Proximity has been and still is one of the major considerations in determining comparability. Persons living in the same proximate area are believed to generally share in the same selling and purchasing area and compete in the same general labor market.

In this case I find such two districts entitled to consideration as comparables equal to the SLAC districts because of their proximity and sharing in the same bread basket and labor market.

The Association presented wage data of what they contended were from applicable classifications at schools in SLAC to the secretaries and aides classifications at

Delavan-Darien for the periods 1987-88 and 1988-89 and calculated average and median levels therefrom. (Assn. exhibits # 4-197 and 4-198)

In its reply brief the District disputed the comparability of some of the rates. Page four of such reply brief serves to set forth the rate portions of Association exhibit # 4-197 and also serves to highlight the objections of the District to the data offered. Page four thereof is as follows:

<u>School</u>	<u>87-88 Secretaries Max*</u>	<u>87-88 Aides Min*</u>	<u>Comments</u>
Badger (Lake Geneva)	\$7.32	\$5.10	No available back-up data in Union exhibits to support these figures
Burlington (Ass'n Offer)	\$8.59	\$5.13	okay
(Bd. Offer)	\$8.16	\$5.02	okay
Elkhorn	\$8.92	\$5.10	Minimum figure okay; maximum figure appears to be salary of District's Accountant and non-comparable to Delavan-Darien unit; maximum for comparable employe \$7.96
Jefferson	\$8.05	\$5.27	Maximum figure is for Assistant Bookkeeper; the maximum wage for a school secretary is \$7.85
Central-Salem (Westosha)	\$6.40	\$6.00	Maximum figure appears to be health service worker wage; maximum wage paid to clerical is \$6.30, but these are <u>actual wages</u> , not a wage schedule. Minimum clerical pay is \$5.00. See Association 4-92
Union Grove UHS	\$7.97	-----	okay
Whitewater	\$8.34	\$5.36	okay

Wilmot	\$8.92	-----	Maximum figure is for Administrative Secretary and non-comparable. Maximum wage for office secretary is \$7.36. The minimum secretary wage is also printed in the contract at \$6.91
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* figures from Association 4-197

The Association argued that the average maximum wage of the listed comparables was \$8.01 per hour compared to \$7.37 per hour under both final offers for 1987-88. That is 74¢ below the average. For 1988-89 it would result in a maximum rate \$1.06 lower under the District's offer and \$1.13 lower under the Association offer.

The disparity is the greatest at the minimum rates. The average of the comparables at the minimum rate for 1987-88 is \$5.31. The Association final offer would result in a rate 37¢ lower while the District's offer would result in a rate 52¢ lower than the average. For 1988-89 the Association offer would result in a rate 8¢ lower than the average while the District offer would yield a rate 31¢ lower.

The Association argues that the District and Association offers are evenly split on coming closer to the average and the median with the District offer closer at the maximum and the Association offer closer at the minimums. The Association offer is preferable because it goes farther toward catching up with the comparables over the two year period.

The District argues that the data offered and used by the Association is so flawed as to be meaningless for comparison purposes.

The Association also contended the arbitrator should evaluate the "real" increases to other public sector employees when comparing the levels of settlements for the comparable years.

They argue that the levels of percentage increases that range from 0 % to 4% cannot be taken literally. Such percentage levels of settlement must be examined to see what the actual or "real" increase is to employees. In examining the real wage increases for Deputy Sheriffs, Health Counselors, Social Service clericals, health care employees and others, one finds in all instances that such other employees move from the minimum rate to the maximum in a very short time while employees in this unit take many more years to progress to the maximum.

Finally, the Association points out that it has targeted its final offer to coincide with the settlement reached with the teachers of the District. The District settlement with the teachers was 6.3% for 1987-88 and 5.8% for 1988-89. The Association has proposed 6.3% and 5.7% compared to the District offer of 5.5% and 5.2% for said two years.

The District contends their offer is the most comparable to the increases granted to secretaries and aides at the other comparable school districts. They contend the average settlement for secretaries at the comparable districts is 4.96% for 1987-88 and 5.2% for 1988-89. The District offer (wage increase only) is 5.47% and 5.19% for each of the two years while the Association final offer is 7.59% and 5.69% in comparison.

The average increase in cents per hour for 1987-88 for secretaries is 28¢ per hour compared to the District's offer of 32¢ and the Association's offer of 44¢.

The District argues that the same comparisons made for the aides staff show an average increase of 4.24% for 1987-88 and 4.06% for 1988-89 compared to the District offer of 5.47% and 5.19% respectively and the Association offer of 7.59% and 5.69% respectively.

The District argues that the District offer is the most reasonable in light of the above comparisons.

With respect to comparison to increases granted other public employees, the District contended their exhibit #19 revealed that the average percentage increases granted to other municipal employees was 2.37% for 1987, 3.2% for 1988 and 3.4% for 1989. In comparison the District's offer is at 5.4% while the Association final offer almost doubles the settlement average at 7.59%.

The District further argues that the District's final offer is the most reasonable in light of the increase in the cost-of-living increase of 4.1% from the August 1987 index to the August 1988 index-National series. The Non-Metropolitan index is more appropriate however and such index revealed an increase of approximately 3.0% for such time period. The District offer is closest to such increase.

The District also argued that the District offer is the most comparable to the increases granted employees in the private sector. They argued that employees in local private industries received no increases in some instances followed by a high of 5 % following a wage freeze in one case. In another case the increases were 3.5% for 1987 and 4.0% for 1988.

The District further argues that the state and national wage settlement figures showed increase averages ranging in the 1.5% to 2.9% range for 1987 and 1988 surveyed periods.

The final offers of the parties differs on how the savings of \$2,880 from lower insurance costs is to be applied. The Association proposes to apply such savings to the base wage rates of the employees for the 1987-88 contract year. The District proposes to pay it out to employees on a pro-rata basis and not apply it to the wage rates.

In my judgment the Association's position is most supported by the contractual provision which resulted in the savings that is now sought to be distributed. Such

provision provided that, "...the base salary of all employees will be increased or decreased by an amount to compensate for the changes."

The Association contends a blended schedule placing aides and secretaries onto one schedule is necessary to remedy the District's refusal to pay equal pay for equal work. They argue that the duties and responsibilities of the aides and secretaries are very similar both with respect to duties and with respect to responsibilities. They contend there is no justification for the difference in level of pay.

The District contends the Association is attempting to obtain a major change in the status quo without offering any quid pro quo therefor. They further argue that the two job classifications have distinct and different job responsibilities and duties. While some may be common to both, the differences are substantial. Combining the two separate job descriptions into one would obviate and deny the separate job duties of each.

The final issue remaining between the parties and one that is rather major concerns the Association's contention that the Association was duped into believing that the changes in insurance eligibility that occurred in the 1984-85 contract year would not adversely affect any Association members, when in fact they have. As a result a gross injustice exists as it affects two part time employees. Before the 1984-85 change the Association was of the belief that employees who worked a minimum of 1050 hours in a year would qualify as full time employees and would be entitled to full insurance coverage and that coverage for employees working less than 1050 hours would be on a prorata basis. In such case employee Miller, who worked 732 hours, the insurance coverage would be furnished and paid at approximately 70% of the full premium by the District.

The Association contends that after ratification of the contract they discovered that the District practice was to prorate based on that of a full time 12-month employee.

The Association proposes to afford coverage for the two employees who suffered a reduced insurance contribution by the District as a result of the 1984-85 changes so that they would receive fully paid insurance coverage based on a 700 hour standard and to freeze insurance contributions by the District at the 1986-87 level for any employee who may have his or her hours reduced during the term of the contract. The District argues that the Association request would result in an inequitable and indefensible increase to two employees. The Association proposal would result in 100 percent paid insurance for two employees who work 915 hours and 732 hours per year respectively. The effect of such proposal would be to afford one employee a \$2.52 increase and the other employee a \$1.57 increase. Such two person benefit would amount to a wholly unfair increase to two employees over the rest of the unit members.

The District also argues that no justifiable reason exists to grant special treatment to two employees in this unit when no other employee in any other unit or department of the District receives such proposed special treatment.

An application of the statutory factors to the facts of this case leads the arbitrator to conclude that the final offer of the District is most supported by the statutory factors and applicable criteria.

The majority of the comparability data as to levels of settlement is more favorable to the District's offer. The cost-of-living factor, comparison to levels of settlement of other public sector employees and comparison to levels of settlement to other employees in the private sector also favors the District's final offer.

Finally, the payment of insurance for employees is a

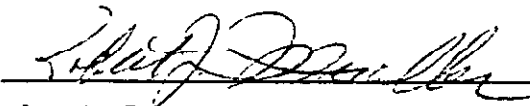
part of the overall compensation payable to employees based upon such employees rendering of service to the employer. There is no justification for an employee working half time to receive the same compensation as the employee working full time. If one used the analogy of the Association on this insurance issue to that of wage rate, one would pay a part time employee the same monthly take home pay as a full time employee. There simply is no justification for such result.

On consideration of the total record evidence herein, the arbitrator finds that the final offer of the District is most supported by application of the statutory factors thereto and it is therefore awarded as follows:

AWARD

The final offer of the District is selected and is directed to be incorporated into the contract between the parties along with such other provisions of the prior contract as remained unchanged and along with the stipulations of the parties.

Dated: February 20, 1989.


Robert J. Mueller