

RECEIVED
MAR 27 1989

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Arbitration of an Impasse
between

COOPERATIVE EDUCATIONAL
SERVICE AGENCY #9

and

NORTHERN EDUCATIONAL
SUPPORT TEAM

Decision No. 25697-A

Appearances:

Gene Degner, Director, WEAC UniServ Council No. 18, for the
Labor Organization.

William G. Bracken, Associate Executive Director, Employee
Relations, Wisconsin Association of School Boards, for
the Municipal Employer.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin
Employment Relations Commission appointed (Dec. No. 25697-A,
10/11/88), the undersigned Arbitrator to issue a final and binding
award pursuant to Sec. 111.70(4)(cm)6 and 7 of the Municipal
Employment Relations Act resolving an impasse between the parties
by selecting either the total final offer of the Employer or the
Labor Organization, referred to herein as the NEST.

A hearing was held in Tomahawk, Wisconsin, on December 12,
1988. No transcript was made. Briefs were received by the
Arbitrator on January 20, 1989.

The collective bargaining unit covered in this proceeding
consists of, "all regular full-time and regular part-time clerical
personnel and the van driver, but excluding all supervisory,
managerial and confidential employees". There are approximately 6
employees in this unit.

The parties are seeking an agreement for the 1988-1989 and
the 1989-1990 school years.

THE FINAL OFFERS:

The Employer's final offer is 10¢ across the board for 1988-
1989 and 15¢ across the board for 1989-1990, using the existing
salary structure. The final offer of the NEST is to increase each
cell of that structure by 4% in both years.

DISCUSSION:

The salary structure that the parties have developed, and to which both final offers refer, consists of three classification levels into which all unit positions are allocated, and six steps which reflect length of service up to 48 months. Every current unit member is, or will be, entitled to a 20¢ per hour length of service increment in both of the two years in issue, with one exception in one year.

According to calculations submitted by the Employer, its offer represents a 4.89% salary increase in the first year and a 5.5% salary increase in the second year, whereas the NEST offer represents increases of 7.81% and 6.68%, respectively. Those calculations also indicate that the Employer's position, including insurance and retirement benefits, represents 7.2% and 7.36% increases, whereas the NEST position amounts to 9.6% and 8.29% increases. The total cost difference between these positions in the first year is approximately \$2500.00 and \$3725.00 in the second year, according to the same Employer calculation.

Obviously, this calculation varies markedly from the description by the NEST of its proposal as two four percent increases. The difference is attributable to the NEST insistence, contrary to the Employer, that the annual 20¢ per hour length of service increments should not be included in calculating the employees' salary increases. Both parties argue forcefully on this policy point.

Having established the policy grounds for their calculations, each party then compares the salary increases that it proposes to wage rate changes elsewhere. The NEST favors comparisons among similar unionized units in certain school districts within the CESA #9 area that it describes as "within a reasonable driving distance" of the Employer's main offices. It also compares the instant unit to counterparts at Nicolet College and two large Wausau area districts that are members of this CESA; and to units of county employees at the three counties where unit members are most likely to reside.

The Employer expresses a number of criticisms of these comparisons. It urges that clerical employees are less likely to accept substantial commuting distances than professional workers, that it is not sound to disregard unorganized employees elsewhere, and that some of the larger districts selected for comparison by the NEST "have little if anything in common with the relatively small organization of the CESA #9 staff".

The undersigned, on the other hand, does not regard comparisons of rates of increase, which are the focus of this debate, as nearly so material to the ultimate conclusion herein as comparisons of wage levels. Of course, in some cases, it is very appropriate to consider and give weight to factors of rate because, for instance, the employees are newly organized and should not expect to catch-up immediately. But generally, what should be

compared, in the view of this Arbitrator, are the salary levels that the parties are proposing and the levels provided at other employment. It is that comparison that best reflects the labor market and indicates who may be overpaid or underpaid.

In this case, the NEST has provided such wage level data respecting the nearby districts and the three larger public education employers. These data are arranged by four classification categories and indicate starting and maximum wage levels without longevity pay. They reveal that, even given the NEST proposal, the members of the instant bargaining unit will be paid substantially less per hour than those with whom they are compared.

The Employer urges that this unit should be compared to counterparts in the public and private sectors in the immediate Tomahawk, Wisconsin area, where its offices are located. It asserts that "the most relevant wage data would include employers located in Tomahawk, paying special attention to the Tomahawk School District, the City of Tomahawk and Lincoln County", as well as private sector wages. Examining those data the Employer compares amounts of increase given and proposed, noting that there are no clerical positions in the City Hall and that private sector comparisons are difficult. The Arbitrator has attempted to use these data to compare the wage levels and finds that, although it is an extremely rough comparison, it at least suggests, as do the Union's data, that the levels paid at this Employer, and now offered by this Employer, are relatively low.

The Arbitrator appreciates that clerical classification titles may be misleading as one compares various employers, a point emphasized by the Employer. It is also true, as the Employer urges, that total compensation is most relevant and material and its agreement to fully fund health insurance elevates its position among the employers with which it is compared.

Still, the Arbitrator concludes that the members of this bargaining unit are receiving wage levels well below those with whom this record compares them; and that whereas the NEST offer goes further to remedy that circumstance than the Employer's offer, it does not by any means exceed the normal range.

Further, given the difference in cost between the two offers as calculated by the Employer, the regional economic data placed in the record does not support rejecting the NEST offer. Moreover, cost-of-living data is also not persuasive here because it relates mainly to rates of increase, whereas the focus of this determination is level of compensation.

The Employer emphasizes that the parties have only had one previous collective bargaining agreement, and that in that instance they negotiated a cents-per-hour increase, rather than a percentage increase such as the NEST proposes herein. It contends that a percentage increase would distort the wage structure by modifying increments and expanding the structure. Further, the Employer

argues, "the Union has not met its burden of proof in changing the status quo in terms of how the parties had bargained the salary schedule in the first Contract."

The Arbitrator would not find a pattern in the parties' single previous agreement such as would require justification for deviation. Moreover, whether or not the wage structure is inappropriate or undesirable lies in its effects, not its abstract regularity or symmetry. Modifying the increments is not undesirable per se, for example, but may be so for some particular reason. No such reason has been found by the Arbitrator, however.

AWARD

On the basis of the foregoing, the record as a whole, and due consideration of the "factors" specified in the Municipal Employment Relations Act, the undersigned Arbitrator selects and adopts the final offer of the Northern Educational Support Team.

Signed at Madison, Wisconsin, this 24th day of March, 1989.

Howard S. Bellman
Howard S. Bellman
Arbitrator

HSB/sf