STATE OF WISCONSIN
ARBITRATION AWARD

In the Matter of the Arbitration between:

KEWASKUM SCHOOL DISTRICT

and

KEWASKUM AUXILIARY PERSONNEL

Re: Case 20, No. 43186
INT/ARB-5463
Decision No. 26484-A

APPEARANCES: For the Employer, Kewaskum School District: William G. Bracken, Director of Employee Relations Services, Wisconsin Association of School Boards, P.O. Box 160, Winneconne, Wisconsin 54986.

For the Union, Kewaskum Auxiliary Personnel, affiliated with the Cedar Lake United Educators Council, in its turn affiliated with the Wisconsin Education Association Council: Debra Schwoch-Swoboda, UniServ Director, Cedar Lake United Educators, 411 North River Road, West Bend, Wisconsin 53095-3379.

INTRODUCTION

The Union represents a collective bargaining unit of about 54 auxiliary personnel (clerical, custodial, and kitchen employees) of the Employer. The Union was certified as exclusive representative of the employees in 1986. The parties' first contract extended from July, 1986 to July 1989. Initial negotiations over a renewal consisted of four meetings in 1989. On November 21, 1989, the Employer (sometimes referred to herein as the Board) filed a petition with the Wisconsin Employment Relations Commission requesting the initiation of arbitration proceedings pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. After mediation efforts by the Commission staff were unsuccessful, the parties submitted final offers for settlement as well as stipulations concerning matters that had been agreed upon. Thereupon the Commission certified that conditions precedent to initiation of arbitration under the Statute had been met and issued a panel of arbitrators to the parties. The undersigned, whose name was not stricken by either party, was appointed arbitrator by the Chairman of the Commission on June 25, 1990.

A hearing was held in Kewaskum on September 12, 1990. No formal record was made of the hearing other than the arbitrator's handwritten notes. The parties introduced documentary evidence. The Union also presented testimony from one witness, and the Board's representative was given an opportunity to cross examine. At the conclusion of the hearing the representatives of the parties indicated that they wished to file written briefs with the arbitrator. They agreed to exchange the briefs, to be postmarked October 19, and left open the possibility of submitting reply briefs. Reply briefs were filed and received by the arbitrator on November 6. The proceeding is considered closed as of that date.

THE ISSUES

The final offer of the Employer is attached as Appendix A. The final offer of the Union is attached as Appendix B. The parties agree that the new contract should extend through the 1990-91 school year. The Statute requires that the arbitrator choose one entire final offer or the other.

DISCUSSION

The Employer sees the initiation of an employee contribution to the cost of health insurance as the principal issue in this proceeding. It measures its wage increase offer as about the same as the Union's for the 1989-90 school year and as somewhat better for the 1990-91 school year. The Employer views internal comparables as appropriate in judging acceptability of its health insurance proposal. Wage increases adopted by other members of Kewaskum's athletic conference are deemed to be appropriate for comparing the acceptability of its wage increase proposal.

The Union agrees on the importance of the issue of an employee contribution to pay for health insurance. It argues that simple internal comparability on this issue is not appropriate for the reason that while members of the the other collective bargaining unit (the teachers) were provided several valuable incentives in exchange for accepting a requirement that they pay 3.5 per cent of the health insurance premium, the 45 cent per hour wage increase offer of the Employer for 1990-91 does not constitute an appropriate quid pro quo in this case for the reason that acceptance of the Board's offer by this arbitrator would substantially reduce the effect of its wage increase proposal. The Union supports its position on issues other than the health insurance contribution by citing the more liberal wage rates and benefits enjoyed by members of the Board's non-represented and administrative staff. As to external comparables, the Union would compare Kewaskum employment conditions with those of seven school districts that it argues are more reflective of the labor market for employees in this unit than are the districts represented in the athletic conference.

The Board presented data showing that health insurance costs have increased 172 per cent for single coverage and 166 per cent for family coverage since 1983. Among 26 school districts in CESA #6 there are only three districts whose single monthly premiums are greater and only two whose family monthly premiums are greater than Kewaskum's. In the Eastern Wisconsin Athletic Conference, wherein the average monthly single premium averaged $106.33 and the monthly family premium averaged $286.19 in 1989-90, Kewaskum's figures were respectively $137.00 and $358.92. The Board argues that there is a trend in both the public and private sectors for employees to share these increased costs. Survey results obtained from four large private employers in Kewaskum, three of which bargained with unions, showed that employees share such costs in all cases. In the most recent labor agreement, teachers agreed to a 3.5 per cent health insurance premium contribution, the same as is proposed for this unit. Administrative employees are currently contributing 5 per cent of the cost of their health insurance premiums. In these circumstances the Employer argues that it is reasonable for these employees to accept this condition because: 1. the same or greater contribution is being made by other Board employees; 2. it is appropriate for employees to share these costs, which

greatly exceed increases in the general cost of living; 3. making such a contribution to these increased costs will provide incentives for these employees to help to reduce the costs; and 4. perhaps most important of all, the extra 10 cents per hour offered for the 1990-91 year is an appropriate quid pro quo for the requirement that regular full-time employees contribute 3.5 per cent of the health insurance premium costs.

The Union's firstline resistance to the Board's health insurance proposal is based on what it considers to be the Board's failure to offer a quid pro quo. That is, in the absence of some kind of a reasonable offer in exchange for what is expected to be a $14.05 per month reduction in pay for the 11 employees covered by the family plan ($401.46 x .035), and a $5.54 per month reduction for 2 employees covered by the single plan ($158.22 x .035), the Union argues that the Board is attempting to reduce an employment condition that had previously been negotiated. Although the $14.05 figure does not completely eliminate the extra 10 cents per hour that the Employer offers in the second year, it does eliminate 8 cents per hour of it. In addition, the Union argues that the $300 annual deductible feature of the health insurance, as compared to a $200 deductible for teachers, non-represented and administrative employees, amounts to another nickel per hour effective reduction in the wage rate of those employees covered by the health insurance plan ($100/2080 = $.048).

In contrast to its own situation, the Union argues that several benefits were added to the teachers' contract in exchange for the requirement that they make a 3.5 per cent contribution. These included a voluntary early retirement benefit, an increase in compensation for department chairs, an improvement in their salary structure, a 6.31 salary increase in 1989-90 and a 6.34 salary increase in 1990-91, as well as an agreement with IRS, not being offered to members of this unit, which makes the teachers' health insurance premium contribution an income tax free benefit. In addition, the Union argues, administrators and non-represented employees were given an increase in personal days, larger percentage salary increases in exchange for their 5 per cent premium contribution, and a $300 allowance for administrators to use toward university course tuition.

Thus, on the issue of an employee health insurance contribution, we have a circumstance where both parties appeal for support of their positions to internal comparisons. The Employer points to the fact that other employees eligible for health insurance coverage, represented, non-represented, and administrative, all make a 3.5 or 5.0 per cent contribution. According to the Employer, equity demands that these employees do the same. And the Union argues that all the other employees were given something in exchange, in the form of higher than normal wage increases and in extra benefits. The Union argues that the extra 10 cents per hour offered by the Board in this proceeding is inadequate as a quid pro quo for proposing the 3.5 per cent contribution.

On this issue I tend to agree with the parties that the internal comparison is most important. Although I do not know of any conclusive evidence that employee contributions have any effect upon rising health insurance premiums, my personal inclination is to favor an employee contribution, if only to help to bring the problem to the attention of employees. Also, if other employees are required to make such

contributions, there exists a presumption that these employees also ought to do it. On the other hand, I must agree with the Union here, that if a quid pro quo is expected or required in these circumstances, I do not believe that the Employer has offered it in the form of a 10 cents per hour differential in its proposal for the second year. If the teacher unit and administrative and non-represented employees were offered more liberal incentives than what is offered to these employees, I am hesitant about coming down on the side of the Board on this issue in this proceeding. This issue needs to be set aside and considered in conjunction with the other issues.

The Union takes an initial position in its brief that all issues in this proceeding can be determined on the basis of internal circumstances, comparisons, and interpretations of the history of bargaining. The Board's position is that inside comparisons should govern in any judgment about the health insurance contribution issue. But although the Board considers this the principal issue, it also presents supporting data for an employee contribution from outside comparisons as well. On the other issues the Board argues that non-represented employees have different and in many cases more important responsibilities and therefore their employment conditions should not be used as a standard of comparison for employees in this unit. In addition to their arguments supporting their positions on the basis of internal comparisons, both parties have provided a substantial amount of data related to the "factors considered" section of the Statute. It seems to me that for the most part these comparisons must form the basis for my decision.

The factors that I am to consider under the Municipal Employment Relations Act, Section 111.70(4)(cm)7, are reproduced as Appendix C of this report. The school districts that the parties propose to use for comparisons are related to the criteria set forth in subparagraphs d. and e., although the Board also proposes consideration of data it introduced at the hearing related to the criteria in subparagraph f.

The Board would use the districts in the Eastern Wisconsin Athletic Conference as its comparables, principally in connection with subparagraph d. of the factors listed in the Statute. It is argued that athletic conferences are normally used in proceedings such as this because they are composed of districts in the same geographic area and that have similar characteristics in terms of numbers of students and teachers and various measures of their tax bases. Besides Keawaskum the conference is composed of the school districts of Chilton, Kiel, New Holstein, Plymouth, Sheboygan Falls, and Two Rivers. Chilton and New Holstein do not have unions representing clerical, maintenance, and kitchen employees. Such employees at Plymouth and Two Rivers are represented by AFSCME, and these employees at Kiel and Sheboygan Falls are represented by WEAC unions.

The Union proposes a different set of comparable school districts, although it would also include Sheboygan Falls. The Union suggests, first, that the labor market for the employees in this unit is much more limited geographically than the geographic area of the athletic conference. It presented a map showing where the employees live and suggested that as turnover takes place, new employees would also come from that area. Second, the Union believes that in a proceeding such as this, involving the determination of a collective bargaining dispute, more meaningful comparisons can be made in districts where unions bargain with employers

than in districts where wages and other employment conditions are determined unilaterally. The Union therefore proposes to use as comparisons seven school districts that are within a radius of about 25 miles from Kewaskum. These include Fond du Lac, Hartford Union High School, Northern Ozaukee, Random Lake, Sheboygan Falls, Slinger, and West Bend. Besides the principal argument that these are the districts within the labor market for these employees, the Union supports use of these districts as comparables because they have similar tax levy rates, similar school costs per member and similar ratios of teachers to ESP staff.

In the case of teachers the athletic conference districts are adequate to use as comparables if enough current data can be provided. In the case of support staff, however, there is no question in my mind but that the labor market is more geographically restricted. The Union makes a good case for inclusion of school districts closer than most of the athletic conference districts. Although the amendments to the Act in 1986 appear to make it necessary to include districts where there is no union organization, I would note in this case that the Board did not present in its exhibits all the employment conditions for the unorganized districts, e.g., holidays and personal days and detail on when vacation credit starts to accrue for Chilton and New Holstein; nor did it include in its exhibits the complete labor agreement for the employees in Kiel (pages 2 through 9, which included wording on personal days, were not provided in the data).

At the hearing and in its brief the Union made an objection to survey data concerning employment conditions in the athletic conference, as introduced by the Employer, on grounds that the data were inadequate and that the information was introduced in a form that precluded the Union from cross examining those who had submitted the data. Although I will not exclude data from these survey forms, as the Union suggests, I agree that it is incomplete. Since the Union made an argument in support of its holiday proposal that several other comparable employers provided more personal days off, the Board's omission of these data for three districts makes its comparables less useful. I might also comment that one of the issues in this dispute is the question of whether the Union should be allowed to file grievances. The doubtful usefulness of the Board data on this issue is obvious, since two of the districts do not bargain with unions and one other (Kiel) has no binding arbitration as termination of its grievance procedure. As to the Board's objection to the inclusion of Fond du Lac, Hartford, and West Bend, three much larger school districts in the Union's comparables, I agree to include them on grounds that they represent possible alternative employment opportunities for these employees, who are less likely, it seems to me, to seek alternative employment in the districts of Chilton, Kiel, New Holstein or Two Rivers, all of which are thirty to fifty miles away from Kewaskum. For all these reasons, I have used all the comparable school districts for which both parties provided useful data.

Although both parties considered internal comparisons more important than external ones on the issue of the employee contribution to the cost of the health insurance, they did provide some data on this issue for their comparables for 1990-91. The only certain data provided by the Employer for the year 1990-91 was for Sheboygan Falls where the agreement covering auxiliary personnel calls for a 5 per cent employee contribution. In New Holstein an arbitrator was said to have awarded a requirement that teachers

pay 5 per cent of the premium. Chilton, Kiel, and Plymouth were said to be awaiting arbitration awards for teachers in which a health insurance contribution is an issue. In 1989 in all these districts except New Holstein employers paid 100 per cent of health insurance premiums. At New Holstein the employer was said to pay 99 per cent. Among the Union comparables Northern Ozaukee, Random Lake, and Sheboygan Falls require employee contributions in 1990-91 while at Fond du Lac, Hartford, and West Bend the employers pay 100 per cent. Slinger had not been decided at the time of the hearing in this case. These data cannot be viewed as determinative one way or the other.

The other most important issue, besides the question of whether regular full-time employees should contribute 3.5 per cent of the cost of health insurance, is each party's proposal for wage rate increases. Here the parties appear to be in agreement that their wage offers for 1989-90 are fairly equal. Part of the Union proposal would create equal step increases in all the rate ranges. The Union asserts that the existing unequal steps are the result of ad hominem considerations in the past and that the system proposed is more rational. The Employer responds that the arbitrator has no way of knowing the reasons for the present unequal increases and that this should be an issue bargained out by the parties, not imposed as a result of an arbitration award.

Obviously the Board's 35 cents per hour offer for 1989-90 is more favorable for employees whose rates are below $7.00 per hour, and the Union's 5 per cent proposal is more favorable for those employees who earn more than $7.00 per hour. In 1988-89 two-thirds of the employees were paid less than $7.00 per hour. For the 1990-91 year acceptance of the Board's offer of 45 cents per hour appears at first to be more favorable for all employees except the maintenance technician, who would have earned $10.94 per hour in 1989-90, based on the Board's offer. But if the Board's offer is accepted, the health insurance contribution must be taken into account. Health insurance coverage is limited to regular full-time employees, that is, employees who are scheduled to work 2080 hours per year. There are 13 regular full-time employees. Since the health insurance contribution equals about 8 cents per hour for employees covered by the family plan, the effective Board wage offer for them is about 37 cents per hour for 1990-91. This means that acceptance of the Board's wage offer would be advantageous to the three regular full time employees who would earn less than $7.40 per hour in 1989-90 and would be disadvantageous to the other ten regular full-time employees who would earn more than $7.40 for the 1989-90 year. So here we perceive the nub of the issue. If consideration at this point is confined to the Board's offer, nearly all the regular part-time, full-time school year, and part-time school year employees would get more pay, while 77 per cent of the regular full-time employees would get less pay than they would if the Union's offer were accepted. Although this group of ten regular full-time employees constitutes fewer than 20 per cent of all employees, they work about 30 per cent of the total hours of employees in the unit and have the biggest stake of any individual employees in these jobs.

The Board submitted some survey wage and other employment condition data for private employers in Kewaskum and for the Village of Kewaskum. These included earnings figures and a combination of lump sum, cents per hour, and percentage increase figures. There were some gaps in the data

for 1989 and 1991. The Union objected to all this survey data on grounds that it was incomplete and because the Union had no opportunity to clarify it by cross examination. A ruling on the objection is discussed below.

Both parties submitted wage increase data for their respective comparable districts. The data for rate increases for 1989-90 appeared to indicate that the offers by the parties in this proceeding are in line with what other employees performing similar services have received. The data submitted to show 1990-91 rate increases were less useful than those for the 1989-90 year because many districts and other public and private employers had not yet settled. In any case the two offers differ only minimally, that is, in how percentage and cents per hour figures apply. The differing effects of the two offers have been examined above.

If, on the basis of the discussion so far, I could say that the Board's offer is clearly preferable to the Union's proposal on these two issues, that would make the Union's other proposals less relevant. But I do not find the Board's position clearly to be preferred, so the other Union proposals need to be examined.

On the issues of two more holidays for full and part-time school year employees and a fourth week of vacation for regular full-time employees after 15 years of employment, the Union asserts that it is only asking for conditions that are now enjoyed by non-represented employees. The Employer responds by arguing that there is no reason why the more liberal benefits of the non-represented employees should be extended to employees in the unit. It would be well to examine the comparable districts as to these two conditions of employment.

On a fourth week of vacation after 15 years for regular full-time employees the Union position is supported by the comparables. Among the districts in the Eastern Wisconsin Athletic Conference five of the six (Chilton, New Holstein, Plymouth, Two Rivers, and Kiel, which has four weeks after ten years) provide four weeks after 15 years of employment. The sixth, Sheboygan Falls, provides three weeks after ten years, according to the Board's survey form. But both the Board and the Union submitted the Sheboygan Falls support staff labor agreement, which showed that in the year 1990-91 18 days are provided after 16 years. Among the Union's comparable districts one provides four weeks after ten years (West Bend), three provide four weeks after 15 years (Northern Ozaukee, Fond du Lac, and Hartford). Slinger provides 18 days after 15 years and Random Lake provides 3 weeks after 10 years. Thus 9 districts out of a total of the 13 that I have accepted as comparable provide the benefit that the Union is proposing.

In support of its proposal to add two holidays for full and part-time school year employees, the Union points out that non-represented employees get two personal days each year and that these differ only in name from the two additional holidays that the Union is proposing. Although Kewaskum unit employees are allowed up to three days funeral and two days emergency leave each year, these paid leave days must be taken from accumulated sick leave. As to its comparisons, the labor agreements presented by the Union show that only three districts, Random Lake, with 3, and Sheboygan Falls and Slinger, each with 4, have as few paid holidays for these employees as does this Employer. Random Lake provides two days of paid funeral leave

that is not taken from sick leave. Sheboygan Falls provides one personal leave day each year, to be deducted from sick leave and three days of funeral leave that are not deducted from sick leave. In the case of Slinger, school year employees receive up to two additional paid holidays, one for each ten days worked beyond the normal 190 days of the school year. Northern Ozaukee school year employees get 8 paid holidays , West Bend school year employees get 10 (although aides get only 3), Fond du Lac school year employees get 6, as do Hartford UHS 200 day employees. It is difficult to assess the athletic conference paid holidays for school year employees because the Board did not furnish this information for Chilton and New Holstein. But Plymouth school year employees get 7 paid holidays, 3 days emergency leave and one personal leave day, while at Kiel cooks and aides get 5 and custodians and secretaries get 6. Thus at least 6 of the 11 districts for which comparisons can be made provide between 5 and 10 paid holidays for these employees, and several provide additional personal and/or emergency days that are paid, some of which are not taken from accumulated sick leave.

As to providing for the Union to file grievances, two of the four district comparables of the Board (Sheboygan Falls and Two Rivers) make such provision. Plymouth and Kiel provide only for employee filing of grievances. Among the Union's comparables six of the seven provide for the unions to file grievances. Only West Bend among these seven districts provides that only individuals or groups of employees may file. Thus 8 of 11 districts allow their unions to file grievances.

At the hearing the Union introduced credible testimony from a former payroll clerk, who had been a member of the unit, that the Employer had traditionally in most cases credited employees with vacation time accrual from the date of hire and that the Employer had unilaterally changed that policy so as to credit the accrual on July 1 of each year. According to the Union, this has deprived some of the members of the unit of vacation time they should have received. In addition, prior to the negotiation of the 1986-1989 labor agreement, part-time employees had been credited with pro rata credit for that portion of accrual that occurred before they had become full-time employees and thus eligible for the vacation benefit. This testimony also purported to show that the Union thought in 1987 that it had negotiated an agreement providing for vacation accrual to begin on the date of first employment, whether part-time or full-time. It introduced a letter that had been written to the WASB counsel in Madison after conclusion of the negotiations in 1987 which pointed out what the Union considered to be an this error in the final agreement. The Employer's response, however, is that the labor agreement in Article IX. 2. clearly states that "Years of employment for vacation purposes will be determined by the beginning date of regular full-time employment." The Union did not introduce any acknowledgement by the WASB counsel of its 1987 letter. The Employer argues that in the absence of anything but the Union's assertion, there is no basis for any other interpretation than what the labor agreement clearly states as to the issue of when vacation accrual starts.. Furthermore, the Employer argues that if employees were deprived of any vacation time because of the Employer's use of the July 1 date, they were free to file grievances. No grievances were ever filed on this issue. Beyond that, the Employer states that it was willing to redress any real wrongs that may have occurred but that the Union had never raised the issue until the day of the hearing.

It appears that much of the testimony on this issue was intended to support the Union's proposal that it be allowed to file grievances and that if given that opportunity, the Union will grieve the Employer's use of the July 1 date for granting vacations to full-time employees. The issue to be considered here, however, is whether it is appropriate in this proceeding to adopt the Union's proposal that the 1986-1989 labor agreement be changed so that vacation accrual commences on the date of initial hire by the District, with part-time employment being credited on a pro rata basis, or whether the current wording of the vacation clause should be retained. On this issue, like the others, comparisons can be made with the districts that both parties have asserted to be comparable school districts. An examination of this employment condition in these other districts is not completely satisfactory because some of them do not specifically speak to the issue. Only two are completely clear. These are for Two Rivers and Fond du Lac custodians where the labor agreements cover only full-time employees and where there is no support for the Union's proposal. The Board has not provided this kind of information about vacation accrual at Chilton and New Holstein, where the employees are not organized. At Plymouth, Kiel, and Sheboygan Falls, however, the labor agreements all indicate that vacation accrual starts as of the date of hire, with no indication that any distinction is made between full and part-time employment. Among the Union's preferred comparable districts the same can be said for Hartford Union High School and Slinger. Agreements for Northern Ozaukee and West Bend are not clear, but since each of them provides vacations for part-time employees, it may be inferred that when and if such employees go to full-time, they would carry their part-time vacation accrual with them to full-time employment. The agreement covering the Fond du Lac clericals is not clear. The Random Lake agreement is unclear. Thus it would appear that among the 11 districts where the date of the beginning of vacation accrual might be identified, 5 indicate that it begins on the first date of hire and two provide vacations for part-timers, which implies that such vacation accruals would be carried forward to any full-time employment of these same individuals. This indicates that 7 of the 11 useful comparables start vacation accrual on the date of hire.

OPINION

At some point in cases such as this the arbitrator needs to indicate what consideration he has given to the factors described in 111.70(4)(cm)7 of the Statute. Factors a. and b. are not in dispute and have no particular relevance in this proceeding. As to Factor c., the Board's Exhibits 7 and 8, in summary, indicate that the Union's offer is $726 more costly in 1989-90 in terms of wages and Social Security tax while the Board's offer is $4,841 more costly on these items in 1990-91. The Board estimates that the Union's proposal to continue the status quo on the payment of health insurance premiums would cost $1,855 in 1990-91 and that the Union's vacation proposal would cost an additional $1,805 and its holiday proposal an additional $5,088 in 1990-91. This makes the Union proposal $4,633 more costly over the two year period, according to the Board's estimates. No question has been raised concerning the ability of the school district to pay the cost of such a proposed settlement. In my opinion the interests and welfare of the public are minimally affected no matter which of the proposals is selected.

I will return below to Factors d., e., and f. In my opinion no special consideration need be given to Factor g., which concerns the cost-of-living. As presented in Board Exhibit No. 11, the percentage costs of choosing either proposal would differ very little from the percentage figures given there for the increase in the cost of living in the years 1989 and 1990. No specific evidence was presented by either party that would indicate that this proceeding should be decided on the basis of consideration of Factors h., i., or j.

As to Factor f., comparisons of wages, hours and conditions of employment of other employes in private employment in the same community and comparable communities, I would agree with the Employer in this case that there is a trend in the direction of having employees share and share more in the cost of health insurance. This was indicated both in the survey data for employers in the Kewaskum community and in the expert commentary concerning national trends in the private sector. This is a trend that is important in my consideration here and which should have considerable weight in my decision. I am a bit put off, however, by the nature of the survey data and am sympathetic with the Union's objection to it. We do not know how these contributions by employees came about or whether in those cases there was something else traded for that concession by the employees. We do not even have copies of those labor agreements, which might give us a better idea of how the employment conditions negotiated by those employers and those unions measure up with those we are considering here. Further, the earnings figures furnished for private sector employees in the community are not very useful in comparisons with wage rates, which is what we are considering here. I am uncertain about how seriously the Employer wants me to take these survey figures. It does seem that if the Board were serious about having me apply Factor f. in my determination of this dispute, it would have given me more complete data for these employment conditions in the private sector in the community of Kewaskum and in comparable communities.

The only comparisons presented by either party for consideration under Factor e., comparison of employment conditions of public employees in the same community and comparable communities, was survey data presented by the Board for the Village of Kewaskum. These data did not support the Board position on the health insurance issue. The comparable percentage wage increases for the Village employees are much lower than these proposals, but I can only reiterate that for most employees in this case, the Board's proposal would provide an increase greater than the Union's, so the comparison with lower increases would seem to be irrelevant.

The parties have devoted most of their attention to internal comparisons with other employees of the Board and external comparisons with other employees performing similar services in other school districts. Thus Factor d. is the most important factor for me to consider. On this factor I have indicated above that the decision on which proposal to accept is something of a toss-up as it relates to the health insurance and wage issues. The fact that all other employees of the district are contributing to the cost of health insurance premiums is compelling. But I am also impressed by the Union's argument that those employees have all been given some other benefits in return for that concession. Although the extra 10 cents per hour offer for 1990-91 by the Employer better compensates most

members of the unit, it would appear to be disadvantageous, as compared to the Union proposal, for 10 of the 13 full-time employees who are eligible for health insurance coverage. My reservation about the Employer offer goes to the fact that the so-called quid pro quo, the extra 10 cents per hour in the second year, benefits the lower paid employees and not most of the full-timers. There are only 13 full-time employees out of the 54 that are named in a list furnished by the Employer. These are the core members of the unit, the employees with the greatest stake in the employment relationship. If the health insurance and wage issues were all that was involved in this dispute, it is possible I would choose the Board's offer simply because it would benefit a larger proportion of the employees. In that case I might accept the 8 cent per hour reduction in wages of the full-timers and the nickel per hour penalty represented by the higher deductible feature for these employees. And in that case I might feel comfortable with the Board's argument that I do not have any knowledge about why the step increases seem to be composed of random numbers and its argument that if equal steps are to be adopted it should be the result of collective bargaining.

But where the evidence is fairly even in support of the different proposals of the parties on the main issues, the evidence on the other issues becomes more persuasive. On those issues I have found that, using a combination of the comparable districts proposed by the Employer and the Union, there is strong support in the employment practices prevailing in those districts for the Union's proposals in this proceeding. This applies to the Union's proposals on vacations, dates when eligibility for vacation accrual begins, holidays, and the Unions' right to file grievances.

AWARD

Therefore, after consideration of all the evidence and in light of the factors that are listed in the Statute, I choose the Union's final offer as appropriate for settlement of this dispute and order that it be adopted by the parties.

Dated: December 31, 1990

David B. Johnson
Arbitrator

APPENDIX A

KEWASKUM SCHOOL BOARD

FINAL OFFER

Note: All provisions of the previous Agreement shall continue in the successor Agreement except for any tentative agreements reached and the final offer below:

1. Article XII - Insurance - No. 1 - Health Insurance

Change the second sentence to read as follows:

"In 1989-90, the District will contribute up to $351.18 per month for a family plan and up to $134.52 per month for a single plan. In 1990-91, the District will contribute up to _____ for a family plan and up to _____ per month for a single plan."

Note: The District will insert the appropriate dollar amounts in the above blanks that reflect 96.5 percent of the 1990-91 actual health insurance premium.

2. Article XII - Insurance - Dental Insurance

Change the second sentence to read as follows:

"In 1989-90, the District will contribute up to $45.82 per month for a family plan and up to $15.98 per month for a single plan. In 1990-91, the District will contribute up to _____ per month for a family plan and up to _____ per month for a single plan."

Note: The District will insert the appropriate dollar amounts in the above blanks that reflect 100 percent of the 1990-91 actual dental insurance premium.

3. Salary Schedule

1989-90 - Increase all 1988-89 rates by 35 cents per hour.

1990-91 - Increase all 1989-90 rates by 45 cents per hour.

4/18/90

APPENDIX B

FINAL OFFER OF THE

KEWASKUM AUXILIARY PERSONNEL

April 12, 1990

The preliminary final offer of the Association shall incorporate all provisions of the 1986-89 Master Agreement except as modified by the tentative agreements and the following:

1. Article VII, 4, paragraph 2, amend to read:

   Definition: A "grievant" may be any employe, group of employes, or the Association. The grievant...

2. Insurance--status quo--Board pays 100% of premium.

3. Article IX (2) delete sentence three and replace with the following:

   "Beginning with the 1990-91 school year, years of employment for vacation purposes will be determined by date of initial date of hire with the District. Employes will be credited for part time employment from initial date of hire on a pro-rated basis."

4. Article IX (2) amend to read:

   "Regular full time employes will receive one week after one year, two weeks after two years, three weeks after nine years, and four weeks after fifteen years."

5. Article IX (1). Add one (1) additional paid holiday for full and part time school year employes in 1989-90. Add one (1) additional paid holiday for full and part time school year employes in 1990-91.

6. Salary--5% rate increase, plus longevity (status quo) and schedule equity.

1989-90 KAP Final Offer

	Maint. Tech	Bldg Cust.	Cust.	Janitor	Bldg Sec.	Sec.Yr Round
1st 6 mo.	9.04	7.61	7.30	7.02	5.52	5.39
2nd 6 mo.	9.49	7.96	7.64	7.33	5.89	5.74
2nd yr.	9.94	8.31	7.99	7.64	6.26	6.10
3rd yr.	10.40	8.66	8.34	7.96	6.64	6.46
4th yr.	10.86	9.02	8.68	---	7.01	6.81

	Aide Sec.	Payroll Sec.	Cook	Asst. Cook	Server
1st 6 mo.	5.39	6.58	6.31	5.64	5.44
2nd 6 mo.	5.74	7.12	6.62	5.95	5.58
2nd yr.	6.10	7.65	6.93	6.28	5.71
3rd yr.	6.46	8.19	7.25	6.60	5.86
4th yr.	6.81	8.74	---	---	---

5%/cell plus equalized increments

1990-91 KAP Final Offer

	Maint. Tech	Bldg Cust.	Cust.	Janitor	Bldg Sec.	Sec.Yr Round
1st 6 mo.	9.49	7.99	7.67	7.37	5.80	5.66
2nd 6 mo.	9.96	8.36	8.02	7.70	6.18	6.03
2nd yr.	10.44	8.73	8.39	8.02	6.57	6.41
3rd yr.	10.96	9.09	8.76	8.36	6.97	6.78
4th yr.	11.40	9.47	9.11	---	7.36	7.15

	Aide Sec.	Payroll Sec.	Cook	Asst Cook	Server
1st 6 mo.	5.66	6.91	6.63	5.92	5.71
2nd 6 mo.	6.03	7.48	6.95	6.25	5.86
2nd yr.	6.41	8.03	7.28	6.59	6.00
3rd yr.	6.78	8.60	7.61	6.93	6.15
4th yr.	7.15	9.18	---	---	---

5%/cell over KAP proposed 1989-90 schedule

APPENDIX C

FACTORS TO BE CONSIDERED UNDER 111.70

7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employes, 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.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

8. Rule-making. The commission shall adopt rules for the conduct of all arbitration proceedings under subd. 6, including, but not limited to, rules for: