

In the Matter of Arbitration
Under Voluntary Impasse Procedure
Between

UNIFIED SCHOOL DISTRICT OF ANTIGO

and

ANTIGO EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

RECEIVED
OCT 29 1990

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

AWARD

I. NATURE OF THE PROCEEDING. The proceeding here involves a voluntary dispute resolution procedure between the Unified School District of Antigo and the Antigo Educational Support Personnel Association. On July 23, 1990 the parties agreed to a Voluntary Impasse Resolution Procedure in which the only issue to be resolved was the base wages including longevity for the school year of 1989-90. The nature and character of the Association and of the procedure itself is found in Appendix A and will not be further described here. The parties jointly petitioned the Wisconsin Employment Relations Commission to furnish it with a list of arbitrators. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as the arbitrator, the Commission notified him of his appointment on August 21, 1990. The parties set the date of October 2, 1990 for the early submission of exhibits and briefs. The briefs were exchanged on October 3. A hearing was held on October 9. Reply briefs were submitted on the date of October 18, 1990.

II. APPEARANCES.

THOMAS J. COFFEY, Executive Director, Central Wisconsin UniServ Council-North, appeared for the Association.

MULCAHY & WHERRY, S.C., by RONALD J. RUTLIN, Esq. appeared for the District.

III. FINAL OFFERS.

The final offers are found in the next eight pages.

ANTIGO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
FINAL OFFER
TO
UNIFIED SCHOOL DISTRICT OF ANTIGO

This Final Offer is submitted pursuant to the Voluntary Impasse Resolution Procedure agreed to on July 23, 1990.

1. 1989-90 wages shall be paid retroactively to July 1, 1989 pursuant to the attached salary schedule.
2. Placement on the salary schedule shall be as indicated on the attached placement schedule.
3. Employees who receive an increase of less than \$0.30/hour over their 1988-89 hourly rate as a result of their placement on the attached salary schedule shall be paid a retroactive payment of no less than the equivalent of \$0.30/hour based on their 1989-90 hours. Employees who would receive an increase of more than \$0.70/hour over their 1988-89 rate as a result of their placement on the attached salary schedule will only receive \$0.70/hour based on their 1989-90 hours. However, these employees will be paid the schedule rate retroactive to July 1, 1990.

9/6/90
TJK

ANTIGO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
 FINAL OFFER
 1989-90 WAGES
 FOR NON-CUSTODIAL SUPPORT STAFF

	START	1 YR.	2 YRS.	5 YRS.	10 YRS.	15 YRS.	20 Y
SECRETARY I (SCI) Accounts Payable Clerk Payroll Clerk District Bookkeeper Secretary to Pupil Services Director Secretary to Assistant District Administrator	7.25	7.75	8.10	8.30	8.50	8.70	8.9
SECRETARY II (SCII) Secretary to Chapter I Coordinator Jr/Sr High Secretaries	6.85	7.35	7.70	7.90	8.10	8.30	8.5
SECRETARY III (SCIII) Elementary Secretaries Central Office Clerk	5.60	6.10	6.45	6.65	6.85	7.05	7.2
EEN INSTRUCTIONAL ASSISTANTS (EEN-IA) Class I: ED, ECIP, TMR, PH/OHI Class II: LD, EMR	5.60	6.10	6.45	6.65	6.85	7.05	7.2
INSTRUCTIONAL ASSISTANT (IA)	5.40	5.90	6.25	6.45	6.65	6.85	7.0
LIBRARY CLERKS (LC)	5.40	5.90	6.25	6.45	6.65	6.85	7.0
STUDY HALL SUPERVISORS (SHS)	5.40	5.90	6.25	6.45	6.65	6.85	7.0
EAST ELEMENTARY KITCHEN MANAGER (EA-KM)	5.60	6.10	6.45	6.65	6.85	7.05	7.2
HIGH SCHOOL/EAST ASSISTANT COOK (HE-AC)	5.60	6.10	6.45	6.65	6.85	7.05	7.2
JR/SR HIGH KITCHEN MANAGER (J/S-KM)	5.80	6.30	6.65	6.85	7.05	7.25	7.4
ELEMENTARY KITCHEN MANAGER (EL-KM)	4.95	5.45	5.80	6.00	6.20	6.40	6.6
CAFETERIA SUPERVISORS (CS)	4.95	5.45	5.80	6.00	6.20	6.40	6.6
SCHOOL LUNCH ASSISTANT (SLA)	4.65	5.15	5.50	5.70	5.90	6.10	6.3
SCHOOL LUNCH CASHIER (SLC)	4.65	5.15	5.50	5.70	5.90	6.10	6.3
	START	2 YRS.	5 YRS.	10 YRS.	15 YRS.	20 YRS.	
AUDIO VISUAL (AV) 70% of the rates for this classification in the current custodial contract.	6.78	6.87	6.97	7.06	7.15	7.25	

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ANTIGO EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION FINAL OFFER FOR 1989-90
ANTIGO SCHOOL DISTRICT
1989-90 EMPLOYEE PLACEMENT

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 years</u>	<u>20 Years</u>
SLC	4.65	5.15	5.50	5.70	5.90	6.10	6.30
----- Strobel							
SLA	4.65	5.15	5.50	5.70	5.90	6.10	6.30

	Buck Fischer Lis Nequette Paff Price Solin	Rusch	Johnson Krajewski			Beck Boettcher Wild Borneman Bricko Dakin Gervais Grams	
IA	5.40	5.90	6.25	6.45	6.65	6.85	7.05

	Koeppel Lewis Misfeldt Paff Ponasik					Arrowood	Pecha
EEN-IA	5.60	6.10	6.45	6.65	6.85	7.05	7.25

	Bishop Pecha Tishim Tomski Robinson Kielcheski Muench Theilman Schmidt	Marciniak Zwicky			Gallenberg Rowe Protokowicz		Auner Szitta
EL-KM	4.95	5.45	5.80	6.00	6.20	6.40	6.60

	Evans					Walter Zahn	Hoerman Reimer Tillman Warren
CS	4.95	5.45	5.80	6.00	6.20	6.40	6.60

					Draeger Lund		

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JK

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 years</u>	<u>20 Years</u>
SHS	5.40	5.90	6.25	6.45	6.65	6.85	7.05
	Verhasselt	Roberts				Westen	Hallsy
LC	5.40	5.90	6.25	6.45	6.65	6.85	7.05
	Cairo Baker Haas Michels Prince	Selmeyer Prazak			Clay Darling Knowles Weix Findlay Jopek		
SCIII	5.60	6.10	6.45	6.65	6.85	7.05	7.25
	Bessert Bugni Ourada Hoffman Perkins Campbell Hanley Losser			Thompson Bonfigt	Anderson Buschmann Fermanich Pecha Schmidt Wojtasiak		
J/S-KM	5.80	6.30	6.65	6.85	7.05	7.25	7.45
						Shebuski	
HE-AC	5.60	6.10	6.45	6.65	6.85	7.05	7.25
			Kramer Seis				
EA-KM	5.60	6.10	6.45	6.65	6.85	7.05	7.25
					Kapusta		
SCII	6.85	7.35	7.70	7.90	8.10	8.30	8.50
	Wurtinger		Schmidt				Beckingham
SCI	7.25	7.75	8.10	8.30	8.50	8.70	8.90
		Leiterman		Anderson	Cross	Schlundt	Olson
	<u>Start</u>	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	
AV	6.78	6.87	6.97	7.06	7.15	7.25	

Kaske

The first phase-in rate of 70% of the rate of this classification in the current custodial contract.

9/11/15 JPC

UNIFIED SCHOOL DISTRICT OF ANTIGO
FINAL OFFER
TO
ANTIGO EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
SEPTEMBER 13, 1990

This Final Offer is submitted pursuant to the Voluntary Impasse Resolution Procedure agreed to on July 23, 1990.

1. 1989-90 wages shall be paid retroactively to July 1, 1989 to those employees currently employed in the bargaining unit as of the date of the arbitration award pursuant to the attached salary schedule.
2. Placement on the salary schedule shall be as indicated on the attached placement schedule.
3. Employees who receive no increase or an increase of less than 15¢/hour over their 1988-89 hourly rate as a result of their placement on the attached salary schedule shall be paid a retroactive payment of no less than the equivalent of 15¢/hour based on their 1989-90 hours. Employees who would receive an increase of more than 70¢/hour over their 1988-89 rate as a result of their placement on the attached salary schedule will only receive 70¢/hour based on their 1989-90 hours. However, these employees will be paid the schedule rate retroactive to July 1, 1990.

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UNFIELD SCHOOL DISTRICT OF ANTIGO
 FINAL OFFER
 1959-90 WAGES
 FOR NON-CUSTODIAL SUPPORT STAFF

	START	1 YEAR	2 YEARS	5 YEARS	10 YEARS	15 YEARS	20 YEARS
SECRETARY I (SCI) Accounts Payable Clerk Payroll Clerk District Bookkeeper	7.35	7.60	7.85	8.10	8.35	8.60	8.85
SECRETARY II (SCII) Secretary to Pupil Services Director Secretary to Chapter 1 Coordinator Secretary to Assistant District Administrator	6.95	7.20	7.45	7.70	7.95	8.20	8.45
SECRETARY III (SCIII) Jr/Sr High Secretaries	6.00	6.25	6.50	6.75	7.00	7.25	7.50
SECRETARY IV (SCIV) Elementary Secretaries Central Office Clerk	5.70	5.95	6.20	6.45	6.70	6.95	7.20
EEN INSTRUCTIONAL ASSISTANTS (EEN-IA) Class I: ED, ECIP, TMR, PH/OHI Class II: LD, EMR	5.70	5.95	6.20	6.45	6.70	6.95	7.20
JR/SR HIGH KITCHEN MANAGER (J/S-KM)	5.65	5.90	6.15	6.40	6.65	6.90	7.15
EAST ELEMENTARY KITCHEN MANAGER (EA-KM)	5.55	5.80	6.05	6.30	6.55	6.80	7.05
INSTRUCTIONAL ASSISTANT (IA)	5.50	5.75	6.00	6.25	6.50	6.75	7.00
LIBRARY CLERKS (LC)	5.50	5.75	6.00	6.25	6.50	6.75	7.00
STUDY HALL SUPERVISORS (SHS)	5.50	5.75	6.00	6.25	6.50	6.75	7.00
HIGH SCHOOL/LAST ASSISTANT COOK (HI-AC)	5.45	5.70	5.95	6.20	6.45	6.70	6.95
AUDIO VISUAL (AV)	5.30	5.55	5.80	6.05	6.30	6.55	6.80
ELEMENTARY KITCHEN MANAGER (EL-KM)	5.05	5.30	5.55	5.80	6.05	6.30	6.55
CAFETERIA SUPERVISORS (CS)	4.90	5.05	5.30	5.55	5.80	6.05	6.30
SCHOOL LUNCH CASHIER (SLC)	4.25	4.50	4.75	5.00	5.25	5.50	5.75
SCHOOL LUNCH ASSISTANT (SLA)	4.15	4.40	4.65	4.90	5.15	5.40	5.65

/WAG:CHRT

ANTIGO SCHOOL DISTRICT
EMPLOYEE PLACEMENT

	4.15	4.40	4.65	4.90	5.15	5.40	5.65
SIA							
	Buck Fischer Lis Nequette Paff Price Solon	Rusch		Johnson Kraewski			Beck Boucher (5.70) Wild Wornewan Bricko Bakko Gervais Grams
SLC	4.25	4.50	4.75	5.00	5.25	5.50	5.75
		Stobiel					
IA	5.50	5.75	6.00	6.25	6.50	6.75	7.00
	Koepfel Lewis Misfeldt Paff Ponasik					Arrowood	Pecha
AV	5.30	5.55	5.80	6.05	6.30	6.55	6.80
	Kaske						
EEN-IA	5.70	5.95	6.20	6.45	6.70	6.95	7.20
	Bishop Pecha Tishim Tomski Kielcheski Muench Theilman Schmidt Robinson	Marciniak Zwick			Gallenberg Protokowicz Rowe	Auner Szitta	
EL-MF	5.05	5.30	5.55	5.80	6.05	6.30	6.55
	Evans				Walter Zahn	Hoerman Reimer Tillman Warren	
CS	4.60	5.05	5.50	5.95	6.40	6.85	7.30
					Drueger Lund		

PSK

SHS 5.50 5.75 6.00 6.25 6.50 6.75 7.00

Verhasselt Westen Ballisv
 Roberts

TC 5.50 5.75 6.00 6.25 6.50 6.75 7.00

Cairo Prazak Clay Topck
 Baker Darline
 Haas Findlay
 Michels Knowles
 Prince Weis
 Selmever

SCIV 5.70 5.95 6.20 6.45 6.70 6.95 7.20

Bessert Thompson Anderson
 Buehni Bonifant Buschmann
 Ourada Feranuch
 Hoffman Pecha
 Perkins Schmidt
 Campbell Kottasiak
 Hanley
 Losser

J/S-KM 5.65 5.90 6.15 6.40 6.65 6.90 7.15

Shebuski

HE-AC 5.45 5.70 5.95 6.20 6.45 6.70 6.95

Kramer
 Seis

EA-KM 5.55 5.80 6.05 6.30 6.55 6.80 7.05

Kapusta

SC111 6.00 6.25 6.50 6.75 7.00 7.25 7.50

Vurtinper Schmidt

SC11 6.95 7.20 7.45 7.70 7.95 8.20 8.45

Anderson Berkineham
 Schlundt

SC1 7.35 7.60 7.85 8.10 8.35 8.60 8.85

Letierman Cross Olson

psk

IV. FACTORS TO BE WEIGHED BY THE ARBITRATOR. The parties have stipulated that the arbitrator is to give weight to factors enumerated under Section 111.70 (4) (cm) 7 of the Wisconsin Statutes. These factors have been listed in Employer Exhibit 1, which follows.

CRITERIA TO BE UTILIZED BY THE ARBITRATOR IN RENDERING THE AWARD.

The criteria to be utilized by the Arbitrator in rendering the Award are set forth in Section 111.70(4)(cm)(7), Wis. Stats., as follows:

"(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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees 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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees 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 employees, including direct wage compensation, vacation, holidays and excused time, insurance and pension, 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, fact-finding, arbitration or otherwise between the parties, in the public service or in the private employment."

V. **LAWFUL AUTHORITY OF THE EMPLOYER.** There is no question here as to the lawful authority of the Employer to meet the costs of either offer.

VI. **STIPULATIONS.** Stipulations of the parties have been given in the voluntary impasse procedure which they adopt. The matter is one of placing employees who have been accreted to an existing bargaining unit into a salary schedule for one year, after which other negotiations may ensue.

VII. **COST OF THE OFFERS.** The District estimates of the costs of the offers are as follows:

TABLE I

	<u>District</u>	<u>Association</u>
1988-89 Total	\$658,660	\$658,660
1989-90 Total	\$706,272	\$722,837
\$ Increase	\$ 47,712	\$ 64,277
% Increase	7.24	9.76
1988-89 Average Wage	\$ 5.62	\$ 5.62
1989-90 Average Wage	\$ 6.02	\$ 6.19
Balance of Increase above \$0.70/hr deducted	\$ 8,378	\$ 8,884
Net cost	\$ 39,834	\$ 55,393
% Increase	5.97	8.41
<u>Costing With Movement</u>		
Schedule Costing	\$702,329	\$722,837
Average Wage	\$ 6.19	\$ 6.44
Cost with Movement	\$719,668	\$750,353
Net Cost	\$ 16,739	\$ 27,515
% Cost	2.35	3.81
		(ER 5-7)

The District summarizes its costing in another way:

	<u>Retroactive Pay</u>		<u>Total Increase w/Lift</u>	
District	\$39,334	5.97%	\$47,712	7.24%
Association	55,393	8.41%	64,277	9.76%
Difference	16,059	2.44%	16,564	2.52%

The Association estimate is as follows:

TABLE II

	<u>Assn. Offer</u>	<u>Dist. Offer</u>
1988-89 Costing	\$650,892	\$650,892
1989-90 Costing	705,585	689,748
Increase	54,693	38,856
Overall Aver, Inc. per Hour	0.49	0.33

(AX 6-8)

The Association contends that the District lift costs are overstated and should be reduced by \$3,967 because food workers who received a \$0.15 bonus would not receiving that in the next year.

The parties have different increments between steps:

	<u>1 yr.</u>	<u>2 yrs.</u>	<u>5 yrs.</u>	<u>10 yrs.</u>	<u>15 yrs.</u>	<u>20 yrs.</u>
Dist.	\$0.25	0.25	0.25	0.25	0.25	0.25
Assn.	\$0.50	0.35	0.20	0.20	0.20	0.20

In the cases of the average wage lift for secretarial and instructional support personnel as a group, the Associations says that under its offer the average lift is \$0.61 and under the District offer the lift is \$0.52 if the Audio Visual employee is included. For food service personnel the Association offer would produce an average wage lift of \$0.47 and the Board offer a lift of \$0.04. (AX 32)

VIII. COMPARABLE DISTRICTS. The District lists as comparables the school districts of D. C. Everest, Merrill, Rhinelander, Wausau, and Wittenberg-Birnamwood, and the City of Antigo and Langlade County. The Association uses the Wisconsin Valley Athletic Conference (Conference). The District, emphasizing proximity for comparables, cites a decision of Arbitrator Malamud of March 20, 1989 in which the arbitrator accepted the inclusion of the two municipalities and of the Wittenberg-Birnamwood district. This latter district, although half the size of the Antigo district, was used to balance off the inclusion of Wausau in the comparables. The Association cites arbitral authority to the effect that Conference schools should be used because of the general reliance of arbitrators on athletic conference schools for comparables, especially where there are settled contracts. In the past; however, in Antigo, arbitrators have not always chosen just Conference schools for comparisons.

The following table shows Conference support staff totals, excluding bus drivers.

TABLE III

<u>District</u>	<u>Support Staff</u>
Antigo	113.5
D C. Everest	118.8
Marshfield	122.1
Merrill	95.
Rhineland	122.0
Stevens Point	238.4
Wausau	274.3
Wisconsin Rapids	164.5

The FTE complement and enrollment for 1988-89 among selected districts is as follows:

TABLE IV

<u>District</u>	<u>FTE</u>	<u>Enrollment</u>
Antigo	190.20	3077
D. C. Everest	272.30	4667
Merrill	185.00	3346
Rhineland	194.59	3074
Wausau	466.90	7880
Wittenberg-Birnamwood	93.00	1463

The Association objects to the inclusion of the Wittenberg-Birnamwood District which is not organized in its support staff.

Discussion. The arbitrator is of the opinion that on the basis of size and proximity the districts of Antigo, D. C. Everest, Merrill and Rhineland are the most comparable. However since the parties have included Wausau, a considerably larger district, in the list of comparables in the past, this also can be included in the primary comparables. The districts of Stevens Point, Wisconsin Rapids and Marshfield are remoter and the first two of the latter group are much larger districts. They have a secondary comparison value as does Wittenberg-Birnamwood, which though it meets the test of proximity, is not organized.

The offers of the parties in comparison with Antigo city government and Langlade county government will be treated under a different heading.

IX. COMPARISON OF EMPLOYEES PERFORMING SIMILAR SERVICES.

In comparing employes performing similar services in other districts, it is necessary to know the classifications of support personnel in Antigo. The following table is from Association Exhibit 5:

ANTIGO EDUCATIONAL SUPPORT PERSONNEL
NUMBER OF EMPLOYEES IN EACH CLASSIFICATION

<u>CLASSIFICATION</u>	<u>ASSOC. OFFER</u>	<u>BOARD OFFER</u>
Secretary I	5	3
Secretary II	3	3
Secretary III	16	2
Secretary IV	0	16
Audio Visual	1	1
EEN Instructional Assistants	16	16
Instructional Assistants	7	7
Library Clerks	13	13
Study Hall Supervisors	4	4
Junior/Senior High Kitchen Manager	1	1
East Elementary Kitchen Manager	1	1
High School/East Assistant Cook	2	2
Elementary Kitchen Manager	7	7
Cafeteria Supervisors	2	2
School Lunch Assistant	18	18
School Lunch Cashier	1	1
TOTAL	97	97

SOURCE: FINAL OFFERS OF BOTH PARTIES

Since the classifications are not the same in other districts, the Association made an effort to group like services in comparing wage schedules.

Because of the number of classifications, the Arbitrator for analysis has selected five classifications to compare and then for 1989-90 only, with only Maximums and Maximums with Longevity used. The results obtained, in the opinion of the arbitrator, are quite representative of prevailing relationships among other classifications of employees.

TABLE V

<u>Classification</u>	<u>Max</u>	<u>Rank</u>	<u>Max w/Long.</u>	<u>Rank</u>
Secretary I				
Dist.	7.45	4	8.45	4
Assn.	8.10	3	8.90	3
Instructional Assistants				
Dist.	6.20	4	7.20	4
Assn.	6.45	4	7.25	4
Library Clerk				
Dist.	6.00	4	7.20	4
Assn.	6.25	4	7.05	4
J/S Kitchen Manager				
Dist.	6.15	5	7.15	5
Assn.	6.55	5	7.45	4
School Lunch Assistant				
Dist.	4.75	5	5.75	5
Assn.	5.50	4	6.30	3

(AX 14-23)

From the foregoing table it will be seen that in an expanded listing of data on hourly wages of employees, the District and the Association offers both will be lower in the actual dollars payments in most of the comparable districts for most of the classifications. Associations Exhibit 24 is an exhibit which shows the differences in wage levels at Minimum, Maximum and Maximum with Longevity between the Offers in Antigo and Conference averages. In 66 comparisons listed for various classifications, the offers of both parties are below the Conference averages for the same type of position, and this in amounts ranging up to \$205 for Secretaries II and III at the District Maximums for those positions. Under the Association offer the highest difference would be a minus \$167 for Secretaries II.

Association Exhibits 25 -30 related support personnel in low and high wages in Antigo with low and high Custodian wages both in Antigo and in the Conference. A spread was shown between the support personnel in Antigo and the Custodians in Antigo and between the support personnel and Conference average Custodian wages. The spread revealed that compensation was lower in Antigo. Association Exhibits 93-98 extended this analysis and showed that generally there was a lower compensation in Antigo for support personnel and that the differences had increased over the years as compared to Conference averages.

As to District exhibits on this type of comparison, the following table is taken from District Exhibits 29-33 in which the five primary districts are compared. Four classifications have been selected by the arbitrator as representative of the general pattern:

TABLE VI

COMPARISON OF SELECTED ANTIGO SUPPORT PERSONNEL AT THE 1989-90 MAXIMUMS AND MAXIMUMS WITH LONGEVITY IN D. C. EVEREST, MERRILL, RHINELANDER, AND WAUSAU

<u>Classification</u>	<u>Antigo</u>				<u>Group Average</u>	
	<u>Max</u>		<u>Max w/Long.</u>		<u>Max</u>	<u>Max w/Long.</u>
	<u>Dist.</u>	<u>Assn.</u>	<u>Dist.</u>	<u>Assn.</u>	<u>Dist.</u>	<u>Assn.</u>
Sr. High Secr.	7.50	8.50	7.50	8.50	8.74	9.00
Spec. Ed. Aides	7.20	7.25	7.20	7.25	7.60	7.86
J/S Kitchen Mgr.	7.15	7.45	7.15	7.45	7.66	7.75
Food Service	5.65	6.30	5.65	6.30	6.23	6.26

Percentage increases were reported in Employer Exhibits 24, 25 and 29:

TABLE VII
 PERCENTAGE INCREASES FOR SELECTED PERSONNEL FOR 1989-90 AT
 PRIMARY COMPARABLE DISTRICTS, MAXIMUM STEP

<u>District</u>	<u>Secretaries</u>	<u>Custodians</u>
	<u>% Inc.</u>	<u>% Inc.</u>
D. C. Everest		
Board	4.57	4.33
Union	12.99	
Merrill	4.00	4.00
Rhineland	6.69	6.69
Wausau	4.92	4.40
Antigo		
Dist.	16.2	4.70
Assn.	31.8	

The Association presented a series of exhibits in which the District's list of comparable districts was used for wage comparisons with Antigo. The wages of 11 classifications were averaged for six districts without Antigo, and then this average was compared to Antigo wages for Minimums, Maximums and Maximums with Longevity. Four school years were compared, 1986-87 to 1989-90. An inspection of these exhibits shows that the spread between the average of the Districts and Antigo widened in every category but one, at the Maximum steps. (A 63-73)

The low ranking of Antigo in these 11 classifications was listed in Association Exhibit 80 where the lowest ranking of Antigo in a classification at Minimum, Maximum, and Maximum with Longevity steps was very frequent. Where Antigo wages would improve in ranking in 1989-90 was mostly at the Maximum with Longevity step.

A similar analysis performed by the Association in what the arbitrator has selected as the primary comparable districts results in the same type of finding, namely that the Antigo status has declined through a dollar spread and that its rankings at various classifications were low. (A 82-92, A 99). A sample of this widening spread is taken from Association Exhibit 100:

TABLE VIII

COMPARISON OF DIFFERENCES BETWEEN AVERAGE SALARIES FOR SELECTED CLASSIFICATIONS IN PRIMARY COMPARABLE DISTRICTS AND ANTIGO AT MAXIMUM STEP

<u>Classification</u>	<u>1986-87</u>	<u>1989-90</u>	
		<u>Assn.</u>	<u>Dist.</u>
Secretaries I	-0.12	-0.98	-1.63
EEN Instructional Assts.	-0.26	-1.33	-1.50
Instructional Assts.	+0.05	-1.13	-1.38
J/S Kitchen Mgr.	-0.54	-0.98	-1.48
School Lunch Assts.	-0.34	-0.10	-0.65

The Association also provided a series of exhibits dealing with internal relationships in the bargaining unit between the Custodians and newly accreted employees. In charts in its Brief, the Association summarized evidence derived from Association Exhibits 25-30 to the effect that a gap has widened between Custodian wages and Secretaries, for example, from 1986-87 to 1989-90. This was also true of Custodians and Instructional Assistant groups and of Custodian and Food Service employee groups..

A similar pattern exists where the low wage in the grouped classifications is taken, except in the Secretaries' group. (Assn. Brief 12,13)

Association Position Summarized. The Association, noting that there has been no systematic wage schedule for support personnel, says that its proposal is more reasonable and more consistent with the criteria of the law. The Association has prepared its proposal to establish a reasonable schedule and the Association exhibits and analysis thereof show that the Association proposal comes closer to the average wages in various classification than does the District offer. The Association wage schedule is balanced, though substantially below the Conference average on the whole. However it is the more reasonable starting point for the 1990-92 and successor agreements.

The Association's schedule provides an average wage lift of \$648 for 97 members as compared to the District offer of \$448. The higher offer is the more reasonable for this specific situation. The actual offer however is only \$564 for the Association and \$410 for the District. The lower level employees are properly treated in the Association offer. The Association emphasizes the dollar amounts present and not the percentage increase as being the most significant factor here.

The Association is not overreaching when it sets its schedule, the first bargained wage schedule. The Association notes that in 33 different rankings involving Minimum, Maximum, and Maximum with Longevity, the Association is still below average in 30 categories in the Conference. Even with the District comparables it is below average in 22 rankings.

District Position Summarized. The District, noting the comparison of the percentage increases found in the costing of the respective offers, asserts that its proposed pay increase of 5.97% is a significant increase and has a catch-up component in it. To have a large increase for this initial contract would place an unreasonable burden on the District. Where there is a catch-up situation, arbitrators have ruled that it is preferable to grant increases over a period of several years rather than trying to catch-up in one year.

The District notes that school district support settlements have ranged from 2.61% in Rhinelander where part-time employees were granted health and dental benefits in 1988-89 to the 1989-90 settlements which ranged from the D. C. Everest Board offer of 4.67% to 6.69% in Rhinelander where the wage schedule was restructured. Similarly Custodians in the comparable districts ranged from 4% to 6.69%. The District offer of 5.97% is more in line than the Association offer of 8.41%

The District notes that built into its offer is an additional payment of \$8,379 for 1990-91 which it must pay for, but will not be given credit for in the costing of the 1990-91 negotiations. The Antigo school district should not be expected to pay out an unsupportable increase for the newly organized unit. The District may be in a catch-up situation, but its offer already reflects that.

Discussion. The evidence is that the Association offer in dollar increases more nearly reflects comparable conditions elsewhere and that there still remains a catch-up situation facing the District even under the Association offer. Though the District offer percentagewise is closer to average increases in comparable districts, yet its offer in dollar amount to meet the level of comparables is less adequate than the Association offer. The factor of wage comparability for personnel doing like work in other districts accrues to the Association offer.

The matter of the ability of the District to meet the costs of the Association offer will be addressed in a section following.

X. COMPARISONS WITH OTHER EMPLOYEES IN PUBLIC EMPLOYMENT.

The following information is taken from District Exhibits 26-29:

TABLE IX

COMPARISON OF MAXIMUM WAGE OF SELECTED PERSONNEL IN LANGLADE COUNTY, CITY OF ANTIGO AND ANTIGO SCHOOL DISTRICT, JANUARY 1, 1990

<u>Langlade County</u>		<u>District</u>	
Hwy. Bookkeeper	10.15	Bookkeeper	5.85
Secy. Extension	7.11	Elem. Secy.	7.25
Secy. to Judge	8.02	SH Principal's Secy.	7.50
Secy. to Clerk of Courts	7.69	SH Secy.	7.50
<u>City of Antigo</u>			
Acting Street Comm. & Bookkeeper	10.55	Bookkeeper	5.85
Secy., Water and Sewer Dept.	5.25	Elem. Secy.	7.25
Secy., Director of Public Works	6.45	SH Principal's Secy.	7.50
Secy. to City Clerk	6.42	SH Secy.	7.50

In the City of Antigo in 1990 the organized Police, the Firefighters, and the employees of the Department of Public Works settled each for a 4.00% raise. The unorganized city hall employees also received a 4.00% raise.

The District made a comparison of maximum Police pay in Antigo with averages of such officers' pay in Merrill, Rhinelander and Wausau, and found that the maximum Police pay of \$1884 per month in Antigo was below the \$2007 average in the other municipalities. Firefighters pay in Antigo with a maximum of \$1779 per month was below the three district average of \$1998.

Discussion. The factor of municipal comparability was not extensively discussed by the parties. The District included the various municipal wages listed above in its list of comparables which also included school districts. The percentage increases under the District offer compares favorably with the percentages increases to other organized city employees. The comparisons made by the District to specific county and city positions also reflects favorably on the District offer, but such comparisons lack full supporting evidence as to whether similar duties and not just titles are being compared. On the whole, based on percentage increases, the District offer is comparable to percentage increases given to other municipal employees in the area.

X. COMPARISONS WITH POSITIONS IN PRIVATE EMPLOYMENT.

The parties did not supply data on this type of comparison.

XI. OVERALL COMPENSATION. The District addressed this criterion in several aspects. One aspect deals with the value of a position in the District owing to the continuity of employment furnished and lack of turnover. District Exhibit 34 showed 7 Elementary Kitchen Managers with an average of 12.4 years in seniority, 16 secretaries with an average of 9.5 years of service, 18 School Lunch Assistants with an average of 7.8 years, and 16 Instructional Assistants with an average of 6.6 years. The average length of service for 97 staff members was 8.5 years. These averages according to classifications represented individuals serving in ranges from 21 years to one year. (ER 35)

As to other benefits, Secretarial/Clerical workers in Antigo with 10.5 vacation days in a full year rank third among the comparable districts for that benefit. For Food Service employees, Antigo gives three vacation days, the lowest among four comparable districts. This is also true for Aides. Custodians in Antigo with 9 vacation days are fourth among six districts. (ER 65) In Antigo Secretaries and Custodians can reach 3 weeks of vacation after 8 years. Four other district can reach 4 weeks after a long time, of course. (ER 56). There is no longevity for Aides, Custodians, Food Service employees, or Secretaries in Antigo. Some other districts have such benefits. (ER 57)

In health insurance, Antigo support personnel get 100% District paid health insurance for family and single premiums. No other District among the District's list of comparables pays a full premium. The full cost of the health insurance benefit in Antigo was \$298.58 for the family plan and \$167.60 for the single plan up to July 1, 1990 when the cost to the District rose. In Antigo there were no deductibles but in the other five District comparables there are deductibles. (ER 43-47)

In dental insurance in Antigo, only Custodians had a District payment toward the premium, this payment being 85%. Three other districts had district payments for dental insurance for some categories of employee.

The District had some exhibits in which the annual hours, the 1988-89 hourly rate and the health insurance cost per hour were given with a resulting "Total Hourly Rate." Thus for example, a Secretary I with an 1820 annual hours and an hourly wage rate of \$8.60 had a health insurance benefit of \$1.72 per hour, giving the employee a total rate of \$10.32. An EEN Instructional Assistant working 1274 hours at \$6.80 per hour received a \$2.45 health insurance contribution per hour, producing a rate of \$9.25. A School Lunch Assistant working 819 hours received an hourly wage of \$5.65 and a health insurance benefit of \$3.82 per hour. For Secretaries to the Senior High Principal the total hourly rate of \$8.60 thus arrived at was fifth among six district comparables where the health and dental insurance for such

secretaries were added to the hourly rate (ER 48-54). It must be noted, however, that the above examples are examples only and the hourly rate for individual employees varies considerably under this type of reckoning.

Positions of the Parties. Concerning the matter of continuity, the District argues that the exhibits show a relatively low turnover of employees. It argues that the Support Personnel receive superior health benefits especially in that the health benefit does not have any type of deductible and that the benefits per hour average about \$1.72 for Secretaries I to \$5.20 for Secretary IV with other categories being in between.

The Association argues that only minimal weight should be given to the criterion of overall compensation. The parties have here agreed to only arbitrate the wage scale. The issuance of health insurance payments will be dealt with in future bargaining after this award. The Antigo unit, for example, does not have dental insurance. This dispute here has not been framed as an insurance versus wage quid-pro-quo, and the wage issue should stand alone on its merits.

Discussion. The statutes relating to factors to be considered and which the parties have requested to be considered in this proceeding require the arbitrator to make a judgment on overall compensation. The evidence on continuity is that the District has a good ability to retain its support personnel. The evidence is also that the District has a competitive health insurance program but no dental program as other districts in the District's comparables have. The evidence also is that the District's benefits in time off is about mid-range in quantity of the benefits.

On the whole, in the opinion of the arbitrator, the District is competitive when overall benefits are concerned, and that the continuity of employment even with the lower wage structure is substantial.

XII. COST OF LIVING. District Exhibit 21 shows that the cost of living increase as represented by the Consumer Price Index for Nonmetropolitan Urban Areas for Urban Wage Earners and Clerical Workers (CPI-W) in June, 1989 was 4.3% above the previous year. In July, 1989 it was 3.7% above the previous year. The District argues that these figures indicate that its offer of an increase of 5.97% is more comparable than the Association offer. The District also contends that its offer reflects not only keeping up with the changes in the CPI-W but also an effort to catch-up.

The Association argues that the arbitrator should not give much weight to changes in the price index.

The evidence is that the District offer more nearly meets the

changes in the cost of living in the year proceeding the commencement of the contract about to be concluded.

XIII. THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET COSTS, AND THE INTERESTS AND WELFARE AND WELFARE OF THE PUBLIC. The District introduced some exhibits relating to its ability to meet the costs of the offers. Among the five primary districts, Antigo has the lowest equalized value at \$321,544,949. Antigo has the second lowest equalized value per member at \$107,504. State aid per member is second highest. Antigo was lowest in population in the District at 18,002 in 1990. It was the second lowest in percentage of high school graduates at 59.7%, lowest in college graduates at 8.7% and second highest in persons over 16 who are unemployed, this figure being 8.1%. The date of these conditions was not reflected in the exhibits. (ER 12-15)

Further, Antigo was the second lowest in median house value at \$30,900. It had the lowest media household income at \$13,112, and the most families in poverty at 10.2%. The date of these conditions was not given. (ER 16). Antigo had the lowest median family income and the lowest per capita income in 1980. (ER 17)

The rural farm population was given as 11.3% while the non-farm rural population was given as 40.5%. However in the District 14.9% were reported in farming. This figure was also reported as 15.8%. (ER 19,20)

A news story of August 8, 1990 reported that there was a 9.9% rise in Antigo school taxes. This was attributed in part to the need to educate every child, and this required 12 new instructors. However other districts in Langlade County are facing higher tax increases. (ER 59) Another series of exhibits contained press reports on continued resistance to building a new school building which the Board felt is needed.

A report in the Antigo Daily Journal of March 30, 1988 reported that Antigo taxpayers are getting a bargain compared to larger districts when it comes to teachers' pay and instructional costs, the average salary in Antigo in 1988 having been lower than at Wausau, Stevens Point and with respect to the statewide average.

Concerning the productivity of agriculture in Langlade county, Association Exhibit 62 reported that in 1989 3,500,000 cwt of potatoes were produced and Langlade was third in total production in the state. The price per cwt went from \$3.85 in 1987 to \$7.00 in 1989.

District Position Summarized. The District cites the evidence in its exhibits ER 15-17 to the effect that the taxpayers in the Antigo School District are lower income individuals in relation to taxpayers in comparable districts. Antigo per capita income is dead last and its poverty level is highest. The District

XIV. OTHER FACTORS. The Association considers that the criterion of OTHER FACTORS is the most relevant criterion to be used in determining the outcome of the matter here. The Association says that in agreeing with the District to single out the wage issue for 1989-90, it put a focus on the initially bargained wage scale. The adoption of an equitable initial wage scale, according to the Association, will facilitate the bargaining that will continue for the total group, which includes Custodians and Support Personnel. The accreting of a group of employees into an existing union normally demands that there be some internal equity in wage levels and also some movement toward the wage levels of comparables. The question then is whose offer best sets the wage scale for the future bargaining. The Association says it did not make any move to produce a sudden jump toward the mean in its comparable group of districts or to make any substantial change in wage level relationships to custodial members of the Association. The Association sought in its initial stage to get as much internal bargaining equity as possible and at the same time not to overreach in striving for fair wages.

The Association notes that the average wage lift for establishing a salary schedule for clerical and education type employees is \$0.61. The District's wage lift for this group is \$0.52, a narrow gap. However for Food Service employees, the average wage lift of the Association is \$0.47 and the District's offer provides only a \$0.04 lift. The comparable data does not support this de minimis effort of the District. The Association, citing arbitral authority, says that priority should be given to wage level evidence. In the bargaining of a first wage scale, tradition has required a one-time payment of the costs to provide a sound basis for the continuation of a productive and equitable bargaining relationship.

The District did not address matters under the rubric of OTHER FACTORS, but it stated that its offer was based on the available money it had, and the necessity of distributing this money in such a manner as to be able to retain its most critical employees, namely the Secretaries, and on the other hand it could readily get Food Service employees. Further, the District emphasized the need that even though there is a catch-up situation, that steps taken to overcome it must take several negotiations and not tried to be met in one jump.

Discussion. It is the opinion of the arbitrator that the Association position of seeking to develop an initial placement of employees in a formal wage schedule where there already have been organized employees in such a schedule has considerable merit. Some effort is needed under such circumstances to achieve internal stable relationships if future bargaining is not to be made more complex by some employees seeking to catch-up while other employees already have comparable wage rates. Reduction of potential conflict in future bargaining by reducing internal

complexities in an employee organization also can benefit the Employer.

The matter here is further complicated by the degree of catch-up that has become evident. Both offers leave a considerable element of catch-up for support personnel in the future. Given this need first for internal stable relationships in the bargaining unit and then for some steps toward catch-up, the Arbitrator is of the opinion that the Association offer, though higher in costs than the District offer, better addresses the difficult conditions attendant on initial placement in a wage schedule, and should be beneficial to both parties in the long run in future negotiations, and thus also in the interest of the public.

XV. CHANGES DURING THE PENDENCY OF THE PROCEEDING. No changes were reported to the arbitrator during the pendency of the proceedings.

XVI. SUMMARY OF FINDINGS AND CONCLUSIONS.

1. There is no question of the lawful authority of the Employer to meet the costs of either offer.

2. Stipulations of the parties have reduced the issue to a base wage issue only.

3. The school districts of Antigo, D. C. Everest, Merrill, Rhinelander, and Wausau are considered districts of primary comparison for reasons of proximity, customary use, size, and employes organized. Other districts cited by the parties have a secondary value in comparison.

4. The Association offer in dollar increases more nearly reflects comparable conditions and the District faces a catch-up situation. Though the percentage increase in the District offer more nearly meets comparable percentage increase among the primary comparables, yet the dollar increase is less adequate.

6. The District offer more nearly meets the percentage increases offered to other municipal and county employees in the area.

7. The parties did not make specific comparison with employees in private employment.

8. The District is competitive in over all benefits, and has a record of continuous service among its employees.

9. The District offer more nearly meets the cost of living increases.

10. It is the opinion of the arbitrator that the District can meet the cost of the Association offer, though the District is a lower income district. The Association offer, however will not be injurious to the interest and welfare of the public in the long run.

11. The Association offer which in its initial placement pattern stresses reducing internal disparities between elements in the bargaining unit where a spread has developed between them in over time, and also seeks to begin a catch-up movement, is more reasonable for the present and should be conducive to more stable bargaining conditions in the future..

12. No changes have been presented to the arbitrator during the pendency of the proceedings.

It is the conclusion of the arbitrator that the most weighty of the factors here are those involving comparability of dollar wages offered, and setting proper internal bargaining unit relationships to reduce complexity of future bargaining. Both of these weights accrue to the Association offer. For this reason the following Award is made:

XVII. AWARD. The offer of the Association shall be incorporated in the Agreement between the parties.

Frank P. Zeidler

FRANK P. ZEIDLER
Arbitrator

Date October 26, 1990

Milwaukee, Wisconsin

APPENDIX A

VOLUNTARY IMPASSE RESOLUTION PROCEDURE

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
JUL 24 1990

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The Unified School District of Antigo, hereinafter "District", and the Antigo Educational Support Personnel Association, hereinafter "Association, hereby agree to the following Voluntary Impasse Resolution Procedure pursuant to Section 111.70(4)(cm)5, Wis. Stats.:

1. The only issue to be submitted to binding interest arbitration pursuant to this Voluntary Impasse Resolution Procedure is 1989-90 base wages (including longevity) for all regular full-time and regular part-time secretaries, aides, study hall supervisors, clerks, paraprofessionals, and food service employees which were accreted into the existing bargaining unit represented by the Association which previously included only custodial employees.
2. Only a one-year period from July 1, 1989 through June 30, 1990, will be affected by the outcome of the arbitration.
3. The parties waive mediation and Wisconsin Employment Relations Commission investigation and shall exchange and submit final offers to the Arbitrator selected at a mutually agreed upon date prior to the arbitration hearing.
4. The District and the Association, by executing this Agreement, hereby jointly petition the Wisconsin Employment Relations Commission to submit to the parties a list of seven arbitrators. The arbitrators may only be Wisconsin residents. Upon receipt of such list, the parties shall alternately strike names until a single name is left. The parties will then notify the Commission, in writing, of the identity of the arbitrator selected. Upon receipt of such notice, the Commission shall formally appoint the arbitrator. The arbitrator shall thereafter establish a date and place for the conduct of an arbitration hearing. Upon petition of at least five (5) citizens of the jurisdiction served by the District, filed within ten (10) days of the date on which the arbitrator is appointed, the arbitrator shall hold a public hearing in the jurisdiction for the purpose of providing the opportunity to both parties to explain or present supporting arguments for their positions and to members of the public to offer their comments and suggestions. The final offers, as submitted to the arbitrator, may only be modified with the consent of the other party.
5. The arbitrator shall conduct a meeting open to the public for the purpose of providing the opportunity to both parties to explain or present supporting arguments for their complete offer on all matters to be covered. The arbitrator shall adopt, without further modification, the final offer of one of the parties on the disputed issue which decision shall be final and binding on both parties. The arbitrator shall serve a copy of his/her decision on both parties and the Commission.

6. The cost of arbitration shall be divided equally between the parties. The arbitrator shall submit a statement of his/her costs to both parties and to the Commission.
7. Pursuant to Section 111.70(4)(cm)5 the arbitrator shall give weight to the factors enumerated under Section 111.70(4)(cm)7, Wis. Stats., in reaching a decision.
8. The parties agree to expedite the arbitration proceeding to the extent possible by utilizing the following procedures:
 - A. Initial exhibits and Briefs shall be submitted to the arbitrator and to the opposite party one week prior to the scheduled hearing.
 - B. Rebuttal exhibits and Reply Briefs, if any, shall be submitted within one week of the arbitration hearing.
 - C. The arbitrator shall issue a written decision as soon as possible after the submission of any Reply Briefs, but in no event later than thirty (30) days after the submission of the arbitration hearing.

Agreed to this 23 day of July, 1990.

UNIFIED SCHOOL DISTRICT
OF ANTIGO

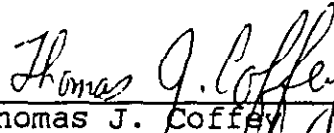
ANTIGO EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

BY



Ronald J. Rutlin
Attorney for the District

BY



Thomas J. Coffey
Executive Director
Central Wisconsin UniServ
Council-North