

STATE OF WISCONSIN  
ARBITRATION AWARD

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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: In the Matter of the Arbitration between :  
: BARABOO SCHOOL DISTRICT :  
: and : Re: Case 36 No. 45675  
: TEAMSTERS UNION LOCAL NO. 695 : INT/ARB-6024  
: Decision No. 27088-A  
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APPEARANCES: For the Employer, Baraboo School District: Lathrop & Clark, by Michael J. Julka, Esq., 122 West Washington Avenue, Suite 1000, P.O. Box 1507, Madison, Wisconsin 53701-1507. Mr. Julka was accompanied at the hearing and on the briefs by Malina Piontek of the same address. Also present at the hearing were Dr. Anthony J. Kujawa, District Administrator, and Mr. Eugene J. Filus, Director of Buildings and Grounds, both of Baraboo School District, 101 Second Avenue, Baraboo, Wisconsin 53913.

For the Union, Teamsters Union Local No. 695: Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., by Marianne Goldstein Robbins, Esq., 1555 North Rivercenter Drive, Suite 202, Milwaukee, Wisconsin 53212. Ms Robbins was accompanied at the hearing and on the briefs by Renata Krawczyk of the same address. Also present at the hearing were Ms Ruth Ann Stodola, Business Representative, Teamsters Union Local No. 695, 1314 North Stoughton Road, Madison, Wisconsin 53714-1293, and Mr. Gene Hein and Reginald Briggs, employees of the Baraboo School District.

The Union represents a collective bargaining unit consisting currently of twenty-three regular full-time and regular part-time maintenance and custodial employees, groundsmen and painters employed by the District. The parties have negotiated several labor agreements in the past, the most recent one expiring on December 31, 1990. They exchanged initial proposals for a new collective bargaining agreement on November 19, 1990. After several meetings in which they failed to reach accord, the Union filed a petition on May 7, 1991 to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. After the Wisconsin Employment Relations Commission staff determined that the parties were deadlocked, they submitted final offers on November 15, 1991. Thereafter the Commission certified that an impasse existed within the meaning of the pertinent part of the aforesaid statute and that the conditions precedent to the initiation of arbitration had been met. By letter dated January 23, 1992, the undersigned was notified by the Commission that he had been selected as arbitrator in this proceeding.

A hearing was held in Baraboo on February 17, 1992. The parties presented evidence in documentary form and from witnesses. They were given opportunities to cross examine the witnesses and to clarify matters in the documents. No formal record of the hearing was kept other than the arbitrator's handwritten notes. At the conclusion of the hearing the parties agreed to exchange written briefs and to decide later whether to file reply briefs. Reply briefs were ultimately prepared and exchanged on March 27, 1992. The hearing is considered closed as of that date.

#### THE ISSUE TO BE DECIDED

In accordance with the statute the arbitrator is directed to choose one of the final offers submitted by the parties as the basis for their collective bargaining agreement, along with other issues to which the parties have previously stipulated. Copies of the final offers are attached to this report, the Union's final offer having been marked Attachment A, and the District's final offer having been marked Attachment B.

The only issue is the amount of increases in wage rates during the two year period of the labor agreement. The Union proposes an across-the-board increase of five per cent in 1991 and an across-the-board increase of four per cent in 1992. The District proposes an increase of twenty cents per hour for all custodial employees and an increase of thirty-five cents per hour for all maintenance employees in each year, 1991 and 1992.

#### POSITIONS OF THE PARTIES

Both parties stress comparability issues while giving different emphases to what each considers the appropriate comparables. Both parties suggest that changes in the cost of living are important, although they emphasize changes in the Consumer Price Index in different years. The District, in addition, underscores the importance of factor j. in Sec. 111.70(4)(cm) 7: ". . . other factors . . . normally or traditionally taken into consideration in the determination of wages . . ."

The difference between the parties on the issue of comparability is partly the importance to be given to internal Sauk County and City of Baraboo wage comparisons. Factor e. of subparagraph 7, cited above, states that the arbitrator should give consideration to the following:

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.

Consonant with that subparagraph the Union argues that several settlements within the immediate community and the county provide evidence that its own proposal is closer to what other public employees have received. The Union cites five per cent settlements in both 1991 and 1992 for Baraboo Department of Public Works employees, a five per cent settlement for 1991 for Sauk County Sheriff's Department employees, and three to eleven per cent increases in 1991 and two to seven per cent increases in 1992 for Sauk County Courthouse employees. Baraboo School District teachers have settled for 6.9 to 7.9 per cent increases in fiscal 1990-91 and 5.2 to 5.9 per cent increases in fiscal 1991-92. And this same Union is party to an arbitration proceeding in which the City has proposed five per cent increases for 1991 and 1992 and the Union has proposed split six per cent increases for both years for Baraboo police.

The Union indicates that maintenance personnel employed by the University of Wisconsin Center in Baraboo were paid at hourly rates from \$9.60 to \$10.78 in 1991 while the District in this proceeding is offering rates from \$9.25 to \$9.96 for 1991. The Union also points out that the Sauk County courthouse maintenance worker, which it claims is a classification similar to the custodians in this case, received \$9.40 in 1991. The City of Baraboo janitor earned \$10.55 in 1991. The Union argues that these rates do not compare favorably with the District's offer of \$9.25 for 1991 in this proceeding.

In response the District states that almost all the employees covered by the settlements that the Union asserts as comparable have different professions and occupations. Teachers and law enforcement officers cannot appropriately be compared to maintenance and custodian employees. Although there are some similar classifications of janitors and maintenance employees employed by the Baraboo Department of Public Works, the Sauk County Courthouse, and the University of Wisconsin Baraboo Center, the Union has produced no evidence purporting to show that employees in those classifications perform services similar to those performed by the maintenance and custodian employees in the schools. The District, therefore, does not consider these comparisons appropriate as a factor to be considered.

Both parties consider Subparagraph 7(d) to be appropriate for consideration by the arbitrator. That subparagraph states the following:

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.

Both parties consider the school districts represented in the South Central Athletic Conference to be appropriate for comparison. Those districts are Adams-Friendship, Nekoosa, Mauston, Portage, Reedsburg, and Wisconsin Dells. To these the District would add Lodi (because of its proximity to Baraboo), Sparta, and Tomah, the latter two having only fairly recently been removed from the athletic conference. They have also been used in recent arbitration cases involving teachers. Although the arbitrator thought at the hearing that the

Union had some objections to adding these three districts as comparables, presumably because Lodi is somewhat smaller and because of the distance of Sparta and Tomah from Baraboo, the Union did not express any objection to their use in either its brief or reply brief. Consequently they have been used in the following discussions.

In its presentation of comparable evidence the Union emphasizes the size of settlements in the comparable districts. The following table was presented as an exhibit:

COMPARISON OF PERCENTAGE INCREASES IN  
SOUTH CENTRAL ATHLETIC CONFERENCE

	<u>1991</u>	<u>1992</u>
BARABOO		
Union final offer	5	4
District final offer	2.2 to 3.7	2.2 to 3.6
NEKOOSA	3.9 to 4.1	Open
WISCONSIN DELLS	Open	Open
ADAMS-FRIENDSHIP	6.5*	Open
REEDSBURG	7.4 to 10.1	0 to 1.5
PORTAGE	2.7 to 3.0	3.5 to 5.9
MAUSTON	3.9 to 4.9	Open

\* Includes insurance increase

The Union observes that the District final offers for both 1991 and 1992 are lower than most of these settlements, and the average of all the other settlements is higher than the District offers in both years.

On its part the District asserts that it is more important to compare rates for similar jobs than to make judgments on the basis of percentage increases. At the hearing the District presented rates for the various classifications among the nine districts it considered comparable. In its brief the District presented average minimum, average maximum, and average midrange rates for these classifications. In order to conserve space and because my own analysis is in terms of maximum rates, I present here only the average maximum figures presented in the District's brief.

CUSTODIAL SALARIES  
AVERAGE MAXIMUMS  
Ranked High to Low

	<u>1989-90</u>		<u>1990-91</u>		<u>1991-92</u>
Tomah	9.81	Tomah	10.35	Lodi	10.25
Lodi	9.40	Lodi	9.60	Tomah	10.01
Baraboo	8.62	Baraboo	9.05	Baraboo U1991	9.50
				Baraboo U1992	9.88
				Baraboo D1991	9.23
				Baraboo D1992	9.45
Nekoosa	8.53	Nekoosa	8.87	Portage 1992	8.80
Sparta	8.06	Portage	8.53	A/F	8.64
Portage	8.03	Sparta	8.40		
A/F	8.02	A/F	8.36	Reedsburg	7.80
Reedsburg	7.65	Wis. Dells	7.82	Mauston	7.49
Wis. Dells	7.36	Mauston	7.60		
Mauston	6.82	Reedsburg	7.10		

Nekoosa, Sparta, and Wisconsin Dells had not settled for 1991-92. Both Baraboo and Portage are on a calendar year basis whereas all the others use a fiscal year.

MAINTENANCE SALARIES  
AVERAGE MAXIMUMS  
Ranked High to Low

	<u>1989-90</u>		<u>1990-91</u>		<u>1991-92</u>
Nekoosa	11.03	Nekoosa	11.47	Tomah	11.22
Tomah	10.27	Tomah	10.83	Lodi	10.50
A/F	9.23	Wis. Dells	10.00	Baraboo U1992	10.50
				Baraboo D1992	10.31
Baraboo	9.18	A/F	9.67	Reedsburg	10.15
Portage	9.05	Baraboo	9.61	Baraboo U1991	10.09
Wis. Dells	8.92	Portage	9.31	Portage 1992	9.98
Sparta	8.77	Reedsburg	9.30	Baraboo D1991	9.96
Mauston	8.40	Sparta	9.16	A/F	9.88
		Mauston	9.00	Portage 1991	9.43
				Mauston	9.35

In 1989-90 the District says that Reedsburg and Lodi had no separate maintenance classification. In 1990-91 Lodi had no such separate classification. In 1991-92 Nekoosa, Sparta, and Wisconsin Dells had not settled.

The District argues that these tables show that Baraboo had a ranking in the middle when its rates are compared with the fiscal year rates of the

comparable districts in 1989-90 and 1990-91 and that it would maintain roughly the same position when its proposed rates are compared for the fiscal year 1991-92.

The other principal issue dividing the parties is the question of whether and how the differential between the custodian rates and the maintenance rates should be treated. The Union maintains that the present differentials are satisfactory and that percentage increases of the kind it has proposed would have the normal effect of increasing the differentials on a cents per hour basis. The District maintains that it has tried in the negotiations to create differentials that would properly reward the maintenance employees more adequately for the higher skilled work that they perform. There was a great deal of testimony adduced at the hearing concerning this matter.

There are twenty-three employees in the unit. Seventeen are custodians and six are maintenance personnel. The testimony indicated that the maintenance workers have been dissatisfied with the across-the-board increases they have been receiving and would like to be treated more generously than the custodial employees at least until they feel that an appropriate differential has been established. The current (calendar 1990) differential at the top of the classifications in each category is fifty-six cents. The proposal of the District would increase that differential by fifteen cents in each year of the labor agreement, yielding an eighty-six cent differential in 1992. The Union's final offer would increase the differential by about three cents in each year of the contract. In 1991 the maintenance employees filed a severance petition with the Wisconsin Employment Relations Commission. Sometime after a hearing was held on that matter the petition was withdrawn. Testimony from witnesses at the hearing in this matter was somewhat contradictory. District witnesses generally attempted to distinguish the more highly skilled work performed by the employees in maintenance classifications while a representative of the custodians, testifying for the Union, described many custodial activities that sounded like maintenance functions.

In buttressing its arguments for increasing the differentials referred to above, the District emphasized comparisons of job descriptions among the custodian and maintenance classifications in the comparable districts. Job descriptions for most of the classifications in the comparable districts were introduced into evidence at the hearing. The District asserts that the Custodians I and II categories in Adams-Friendship and Reedsburg and the custodian classification in Lodi, as well as the cleaner classification in Nekoosa are comparable to the Baraboo custodian classification, while the Wisconsin Dells and Mauston custodian classifications appear to have greater maintenance responsibilities. On its part the Union asserts that while the District properly states the principle that a comparison of job descriptions is

necessary, the District has not applied it. The Union argues that most of the Baraboo custodians perform maintenance tasks beyond the sweeping and cleaning functions that compose the major part of the custodian job descriptions in many of the other districts. The Union argues that in many cases the District has compared the wrong classifications.

The District introduced a substantial amount of evidence at the hearing that purported to show that in other public employment in Sauk and Columbia County, as well as elsewhere in the State of Wisconsin, the differential between employees who perform custodian or janitor duties and those who perform maintenance tasks is substantially greater than it is within this bargaining unit.

The District would also have the arbitrator carefully weigh Subparagraph 7(f) in arriving at this award. That subparagraph reads as follows:

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.

One of the exhibits introduced by the District at the hearing was a survey of thirteen local private employers showing wages and other employment conditions in 1990. Its usefulness was limited because the employers named as respondents were not identified in the tables (and the Union objected because the employees of nearly all the respondents were not organized). But it showed two significant relevant actualities: first, that in the Baraboo private sector custodian employees are paid at lower rates than they are by the District; and second, differentials between custodians and maintenance personnel wage rates in the Baraboo private sector are wider than between the rates of the District's custodian and maintenance personnel. These conclusions were confirmed by other District exhibits, 1990 wage survey data published by the Wisconsin Department of Industry, Labor and Human Relations for Sauk, Columbia, Dodge and Jefferson Counties, as well as a statewide wage survey.

The parties presented different interpretations of the way in which the factor related to cost-of-living should apply to the decision in this proceeding. Subparagraph 7(g) of the statute states the following:

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

The District introduced Bureau of Labor Statistics data purporting to indicate that the increase of the Consumer Price Index for nonmetropolitan urban

areas during calendar year 1991 increased at a rate of 2.7 per cent. Since these were the most recent statistics available at the time of the hearing, it is argued that cost-of-living increases are now moderate and that the District's wage proposal, especially in light of the economic recession we have been experiencing, will not adversely affect these employees. The District points out that by maintaining fully paid health insurance at a time when those costs are increasing and when many employers are insisting on employee contributions to the cost of health insurance, the effective wage increase of the District's proposal is 3.2 per cent in 1990 and 3.9 per cent in 1992. Furthermore, the CPI exaggerates the increase in the price of consumer goods for these employees because it includes increased medical costs which the employees avoid because of the District's insurance program.

The Union emphasizes its own interpretation of the increase in the nonmetropolitan urban area CPI. The Union argues that the pertinent statistic for the arbitrator is the rise in the cost-of-living since the last labor agreement was negotiated. The Union calculates the January, 1990 to January 1992 increase as 8.7 per cent. The Union cites numerous sources, including a book on arbitration of wages and some Wisconsin arbitration reports, to support its view that the appropriate date to start measuring the increases is in the year preceding the expiration of the old agreement. Thus the appropriate figure for measurement of the increase in the cost-of-living for purposes of this proceeding is closer to the Union's wage proposal (nine per cent over two years) than the District's wage proposal (4.4 to 5.4 per cent over two years).

In sum, the Union's support for its proposal rests largely on comparisons with the level of increases for public employees in the Baraboo and Sauk County community, on the level of increases for employees in similar collective bargaining units in the South Central Athletic conference, and on the combined 1990 and 1991 increase in the cost-of-living. The District discounts the importance of comparisons with settlements in other governmental units and among teachers in Baraboo and Sauk County on grounds that there are few employees in those collective bargaining units performing similar services to those in this unit. As to comparisons with employees performing similar services in the districts in the South Central Athletic Conference (and three other districts with similar characteristics), the District asserts that the level of its wages have compared favorably and will continue to compare favorably with the rates in those districts if the District's wage proposal is adopted as the decision in this proceeding. Wage levels and wage differentials in both the private and public sectors in Baraboo, in a four county area, and in the entire state indicate that the District's proposal in this proceeding goes in the direction of prevailing practices and should be adopted. In addition, the District argues that its wage offer is effectively greater than the BLS measurement of the increase in the cost of living in the first year of the proposed labor agreement.



### DISCUSSION

The Union and the District agree that the factors in subparagraphs 7(a), 7(b), and 7(c) of the statute are not relevant to this dispute. Both parties stress the importance of the factor in subparagraph 7(d), which essentially calls for a "comparison of wages . . . of the municipal employes involved. . . with the wages . . . of other employes performing similar services." Both parties agree that an appropriate group of comparables is composed of the South Central Athletic Conference. The Union appears not to object to the inclusion of Sparta and Tomah, two former conference members, and Lodi, a contiguous district. These have been used previously in Baraboo teacher arbitrations.

Although the parties have provided considerable factual information from these districts, they have presented the data differently. The Union's wage comparability tables emphasize ranges with no distinction made between rates for custodian and maintenance classifications. The Union provided individual pages from labor agreements and a page from a statement of employment conditions at Mauston, which is not organized, but it would have been helpful to have all the labor agreements. Although the Union supplied an exhibit purporting to show the percentage increases for 1991 and 1992 in the athletic conference, there was no explanation of how these figures were calculated. In other Union exhibits there were no specific rates for the periods prior to 1991-92 for Mauston, Portage, and Reedsburg. The District's wage tables consisted of separate averages of starting, top, and midrange rates for custodians and maintenance personnel. Its tables were backed by data that had been obtained from respondents by the Wisconsin Association of School Boards. Some of these responses did not cover all the time periods the District covered in its exhibits and in its briefs. Sparta rates had no documentation. In many cases the rates provided in exhibits at the hearing were different from the rates provided in the District's brief. The District had presented the rates for actual classifications in its exhibits at the hearing. In tables in its brief the presentation was changed to show averages of those classifications. In some cases composition of the classifications that made up the averages was questionable. Another complication was the fact that all of the comparable districts except Portage and Baraboo negotiate on a fiscal year basis. This increased the difficulty of judging the level of the comparables in relation to District rates, which change on a calendar year basis.

In an effort to deal with the difficulty of comparing the rates provided in their tables, I have used rates found in the source materials, i.e., data in the WASB questionnaires and the excerpts from labor agreements. In the case of Sparta (and in a few other cases as well) I have used rates the District has asserted are correct but where no back up evidence was provided. Since the average rates presented by the District as well as the ranges presented by the Union are not easily manipulated, I made an arbitrary decision to use only maximum rates in my comparisons. Therefore, longevity pay has been included. I have limited longevity pay in the rates among the comparables to ten years, the maximum number of years provided for in the District-Union labor agreement, which does not contain longevity. In an attempt to compare fiscal year rates to calendar year rates, I adopted the device of averaging rates of the comparables for the two fiscal years that encompass these parties' calendar year rates. These tables are presented below.

1990 MAXIMUM RATES  
 SCAC DISTRICTS PLUS LODI, SPARTA, and TOMAH  
 CUSTODIANS  
 Ranked High to Low

	<u>Fiscal</u> <u>1989-90</u>	<u>Fiscal</u> <u>1990-91</u>	<u>1990</u> <u>Average</u>
Nekoosa	11.03	11.47	11.25
Tomah	9.81 +	10.35	10.08
Lodi	9.21 *	9.75 *	9.48
Sparta	8.91	9.29	9.10
Baraboo (1990)			(9.05)
Portage (1990)			8.62 *+
Wis. Dells	8.29 *	8.76 *	8.53
A/F	8.15 *	8.54 *	8.35
Reedsburg	7.96 *	8.39 *	8.18
Mauston	7.40 *	7.80 *	7.60
Average for 1990 excluding Baraboo			9.02

+ Midrange. Only figure given by District for these figures.

\* 10 years longevity added for Lodi, Portage, Reedsburg, and Mauston; 1 per cent longevity added for Wisconsin Dells; 8 years in the classification at Adams-Friendship.

In this kind of comparison, in the year prior to the year the labor agreement under consideration here begins, the maximum custodian rate at Baraboo was about in the middle of the comparables and was three cents higher than their average.

Only six of the nine comparable districts have settled for 1991-92 (1991 in the case of Portage). If similar calculations are made from the maximum custodian rates for those six districts the figures look like this:

1991 MAXIMUM RATES  
 SCAC DISTRICTS PLUS LODI, SPARTA, AND TOMAH  
 CUSTODIANS  
 Ranked High to Low

	<u>Fiscal</u> <u>1990-91</u>	<u>Fiscal</u> <u>1991-92</u>	<u>Average</u> <u>1991</u>
Tomah	10.35	10.76	10.56
Lodi	9.75 *	10.65 *	10.20
Baraboo (U)			(9.50)
Baraboo (D)			(9.25)
Reedsburg	8.39 *	9.19 *	8.79
A/F	8.54 *	8.79 *	8.67
Portage (1991)			8.82 *
Mauston	7.80 *	8.15 *	7.98
Average for 1991 excluding Baraboo			9.17

\* Longevity and time in grade added to rates as in previous table.

The choice of either the Union's or the District's final offer for custodians would leave Baraboo third among the seven districts, and if the District's offer were chosen in this proceeding, the hourly rate for Baraboo custodians would be eight cents higher than the average of the other six districts in 1991. If the Union's proposal were chosen, the custodian maximum rate would be thirty-three cents higher.

The same calculations for maintenance personnel look like this:

1990 MAXIMUM RATES  
SCAC DISTRICTS PLUS LODI, SPARTA, AND TOMAH  
MAINTENANCE PERSONNEL  
Ranked High to Low

	<u>Fiscal</u> <u>1989-90</u>	<u>Fiscal</u> <u>1990-91</u>	<u>Average</u> <u>1990</u>
Nekoosa	11.03	11.47	11.25
Tomah	10.23 +	10.79	10.51
Wis. Dells	9.64 *	10.10 *	9.87
Sparta	9.45	9.85	9.65
Baraboo (1990)			(9.61)
Lodi	9.32 #*	9.75 *	9.54
A/F	9.19 *	9.65 *	9.42
Portage (1990)			9.40 *
Reedsburg	8.90 *	9.39 *	9.15
Mauston	8.60 *	9.20 **	8.90
Average for 1990 excluding Baraboo			9.74

+ These are midrange figures. Maximum figures were not provided. In the case of Tomah the figure is the Maintenance Helper rate. The higher Head Maintenance rate was not used in this table.

# This figure is estimated from the WASB 1990-91 figure and the percentage given for the wage increase. The 1989-90 figure was not provided.

\* 1 per cent longevity added for Wisconsin Dells; 8 years in the classification at Adams-Friendship; 10 years longevity added to rates at Lodi, Portage, Reedsburg, and Mauston.

The Baraboo rate for 1990 is about in the middle of the comparables although it is thirteen cents below the average of the 1990 rates.

The following table uses the same method to compare the 1991-92 rates for the six districts that had already settled at the time of the hearing in this proceeding:

1991 MAXIMUM RATES  
SCAC DISTRICTS PLUS LODI, SPARTA, AND TOMAH  
MAINTENANCE PERSONNEL  
Ranked High to Low

	<u>Fiscal 1990-91</u>	<u>Fiscal 1991-92</u>	<u>Average 1991</u>
Tomah	10.79	11.22	11.01
Lodi	9.75 *	10.65 *	10.20
Baraboo (U)			(10.09)
Baraboo (D)			(9.96)
A/F	9.65 *	9.98 *	9.82
Reedsburg	9.39 *	10.24 *	9.82
Portage (1991)			9.65 +*
Mauston	9.20 *	9.55 *	9.38
Average for 1991 excluding Baraboo			9.98

\* 8 years in classification at Adams-Friendship; 10 years longevity added to rates in Lodi, Reedsburg, Portage, and Mauston.

+ The District indicated only a midrange rate figure for the 1991 maintenance classification at Portage.

Choice of either proposal would place Baraboo third among these seven comparable districts. The District offer would place the maximum Baraboo hourly rate two cents lower than the average of the other six. The Union proposal would place the rate eleven cents higher than that average.

The only other settlement for 1992 that may serve as a basis for comparison is at Portage. Although the rates provided by the District for 1990 and 1991 at Portage are inconsistent, the Union provided rates for 1992. In Portage the custodian maximum rate is \$8.92, including longevity, as compared with Baraboo's proposed maximum custodian rates of \$9.45 (District) and \$9.88 (Union). The 1992 maximum maintenance rate at Portage is \$10.20, including longevity, as compared with the Baraboo proposals of maximum maintenance rates of \$10.31 (District) and \$10.49 (Union).

One other figure that is useful for comparison purposes, because it is an important element in this dispute is the differential between custodian and maintenance rates. In 1990 the tables above indicate that the average differential of the comparable districts was between \$9.02 for custodians and \$9.74 for maintenance personnel or \$.72, as compared with \$.56 at Baraboo. In 1991 the average differential of the comparable districts was between \$9.17 for custodians and \$9.98 for maintenance personnel or \$.81, as compared with a District proposed differential for 1991 of \$.71 and a Union proposed

differential of \$.59. We do not have a 1992 differential for the comparable districts. The District proposal would boost the Baraboo differential to \$.86, and the Union's would increase it to \$.61.

It is difficult to make a judgment about the 1992 proposals, although the fragmentary evidence from Portage supports the District. In terms of Baraboo's rank among the comparable districts, adoption of either proposal would improve that rank slightly in 1991 for both custodians and maintenance personnel. Maximum custodian rates at Baraboo were slightly higher than the average of the comparables in 1990. Both offers would leave the Baraboo custodian maximum rate higher than the average of the comparables in 1991. Maximum maintenance rates at Baraboo were below the average of the comparables in 1990. Adoption of the District proposal for 1991 would bring the Baraboo maximum up to within two cents of the average of the comparables, and adoption of the Union proposal would put it eleven cents higher. Adoption of the District proposal would increase the custodian-maintenance differential by twenty-five cents in 1991 and bring it closer to the differential among the comparables, while adoption of the Union proposal would increase the differential by five cents.

In my opinion a judgment on factor 7(d) slightly favors the District's proposal.

Subparagraph 7(e) calls for "comparison of the wages . . . of the municipal employees involved in the arbitration proceedings with the wages . . . of other employees generally in public employment in the same community . . ." In connection with this factor there is no basis for agreement between these parties. The Union indicates that the City of Baraboo Department of Public Works has settled with its union for five per cent increases in both 1971 and 1972; the Sauk County Sheriff's Department settled for five per cent in 1991; the settlement in an arbitration pending between this Union and the Baraboo Police Department will be at least five per cent for both years; the Sauk County Courthouse unit settled for three to eleven per cent in 1991 and two to seven per cent in 1992; and the teachers employed by the District settled with this employer for well over five per cent for both fiscal 1991 and 1992. On its part the District argues that except for a couple of janitor and maintenance classifications in the Department of Public Works and the County Courthouse the employees in this unit are in a different market for their labor and should not expect to compare their settlement with such occupations as teachers, law enforcement officers, and courthouse and city workers, especially in the case of the latter two groups, without comparing job duties.

The parties introduced a small amount of data related to similar job classifications among these public employers. In the case of the City of Baraboo Public Works Department, the janitor classification in 1991 had a maximum rate of \$10.55 as compared with the District's offer for 1991 of \$9.25 and the Union's offer of \$9.50 for custodians. In 1992 that janitor classification is paid \$11.08 as compared with the District's offer of \$9.45 and the Union's proposal of \$9.88. There was no job description introduced by either party for this position, so it is not possible to know what maintenance duties might be included. On the other hand the Sauk County courthouse

custodian had a top rate of \$7.76 for 1991, \$1.49 per hour below the District's offer. The courthouse maintenance person had a top rate of \$9.40 for 1991 as compared with the District's 1991 offer of \$9.96 and the Union's offer of \$10.09 for this classification. A job description for the courthouse janitor was introduced by the District that compared fairly closely with the job descriptions for District custodians. This classification, therefore, ought to be compared with the District's custodians. In that kind of comparison, the offer of the District is fifteen cents below the courthouse rate for 1991 and the Union's 1991 offer is ten cents above it. The University of Wisconsin Center rates introduced by the Union seemed to indicate that these employees were paid at higher rates than the custodians or maintenance workers in this unit, but there were no job descriptions and in two cases no more than the initials "BMH" to indicate a job classification.

While I agree generally with the District that settlements with dissimilar occupations should not have much bearing on this dispute, there is no question but that these employees would be unhappy at getting 2.2 to 3.7 per cent increases while other municipal employees get five per cent and more. And although the comparisons lack precision, it appears that other employees in the community who perform similar services (although few in number) get higher wages. In my opinion a judgment on factor 7(e) favors the Union proposal.

The next factor to be considered is subparagraph 7(f), which states: "Comparison of the wages . . . of the municipal employees involved in the arbitration proceedings with the wages . . . of other employees in private employment in the same community and in comparable communities." Here the arbitrator took the District's exhibit "for what it's worth" showing a local survey of wages and employment conditions for thirteen local private employees. While the survey is not considered to be worth much, since the individual employers were not identified with their own rates and conditions of employment, the figures therein do appear to confirm one of the positions that the District is trying to establish in this proceeding: that the differential between the custodians and the maintenance classifications among these employees is smaller than prevails in local private industry. This principle was further confirmed by the DHILR wage surveys for the four county area and for the entire State of Wisconsin, another exhibit introduced by the District at the hearing.

In my opinion a judgment on factor 7(f) favors selection of the District's proposal.

Subparagraph 7(g) states that the arbitrator should consider "(t)he average consumer prices for goods and services, commonly known as the cost-of-living." On this factor the parties agree on the use of the Bureau of Labor Statistics Nonmetro Urban Areas Consumer Price Index, but they disagree on which period should be used in judging the effect of changes in the cost-of-living on a settlement of this controversy. If the two year period ending with the most recent index at the time of the hearing is used, the percentage increase in the cost of living for 1990 and 1991, according to the Union, is 8.7 per cent. If we use the period favored by the District, calendar year 1991, the increase is only 2.7 per cent.

If the parties were negotiating against a contractual deadline, the earlier period would have to be used. But in this case we are almost three quarters of the way through the period of the proposed new agreement. Although we cannot predict future movements of the CPI, logic supports the District position on this matter. Three quarters of the way through the period of the proposed labor agreement the CPI has risen at a modest rate, essentially at about the same rate as the increase in wages offered by the District.

On factor 7(g) my opinion is that the judgment here should favor the District position.

Both parties introduced data showing comparisons of the nonwage aspects of employment conditions among the comparables. It did not show evidence of such differences as to invoke some special judgment on the application of subparagraph 7(h) relating to overall compensation. It might be noted, however, that two of the four local public employers (City Department of Public Works and City Police Department), like the District, pay one hundred per cent of health insurance premiums of employees. The other two (Sauk County Courthouse and Sheriff's Department) pay ninety-three per cent of those premiums.

There have been no influential changes in the circumstances of this dispute that would invoke special consideration of factor 7(i).

Subparagraph 7(j), states that the arbitrator should consider: "Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration . . ." This award is a very close call. Should the District's proposal be accepted, the custodians, especially, would consider that they had been treated less generously than other organized employees in the community. Indeed, given that outcome, the maintenance personnel would get thirteen cents less per hour in 1991 than if the Union's proposal were accepted and eighteen cents per hour less in 1992. But the custodians would still receive rates that are higher, according to my analysis, than the average of their peers among the comparable districts. And although they might prefer the higher rates, the maintenance employees would have the satisfaction of knowing that the higher skill they claim had been recognized in their higher cents-per-hour increases and in the increase in the differential.

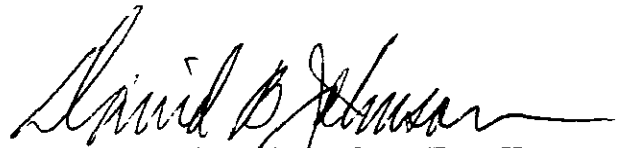
It would be arrogant to maintain that the analysis contained in the tables above provided a definitive determination of this dispute. The precision of the numbers and the averages mask many human judgments about what to include and how to do it. Perhaps starting wages should have been analyzed; perhaps longevity should have been treated differently. Since the average length of service of the employees in this unit is between seven and eight years, perhaps a maximum rate at five years should have been used. Perhaps the District's averages at minimum, maximum, and midrange provide a better basis for analysis. Perhaps the arbitrator should have insisted on complete labor agreements for a period of the past three years where they exist; perhaps he should not have been willing to use secondary sources with their incomplete detail, such as were

represented by the WASB questionnaires. All these matters may provide legitimate criticism of the arbitrator's analysis. But I view this case as a toss up except for the matter of the differential between the custodians and the maintenance personnel. By all wage rate comparisons that have been presented and by careful examination of the job descriptions and the testimony at the hearing, I believe that the maintenance personnel have a legitimate complaint that their greater skill has not been recognized in the rate schedule. Although the District's proposal is a small step in the direction of rectifying that circumstance, it tips the balance in favor of the District's final proposal.

AWARD

The District's final offer is accepted as a resolution of this matter. It is to be incorporated in the parties' 1991-1992 labor agreement.

Dated:           May 11, 1992          

  
\_\_\_\_\_  
David B. Johnson, Arbitrator]



ATTACHMENT A

Name of Case: Baraboo School District  
Case 36 No. 45675 INT/ARB-6024

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we ~~do~~ (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

November 13, 1991  
(Date)

*Ruth Ann Stodola* / Ruth Ann Stodola  
(Representative)

On Behalf of: Teamsters Union Local No. 695

All Articles and Sections of the current Labor Agreement to remain in full force and effect except for the following items and the attached document entitled "STIPULATIONS" dated September 4, 1991 which is included in the Union's final offer.

(~~Old Language~~ : New Language)

ARTICLE 9 - WAGES

9.01 Effective January 1, 1991 increase all rates by five percent (5%) across the board. Effective January 1, 1992 increase all rates by four percent (4%) across the board.

ATTACHMENT B

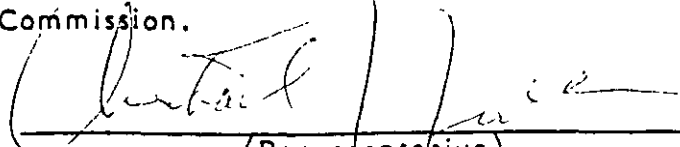
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OCT 30 1991

WISCONSIN STATE BOARD OF  
RELATIONS

Name of Case: Baraboo School District  
Case 36 No. 45675 INT/ARB-6024

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October 30, 1991  
(Date)

  
\_\_\_\_\_  
(Representative)  
Michael J. Juika, Attorney

On Behalf of: Board of Education

Baraboo School District

ARTICLE 9 - WAGES

Maintain the wage structure set forth at section 9.01 of the 1989/1990 Labor Agreement

Effective January 1, 1991, increase

- a) Custodial rates 20¢/hr. ATB
- b) Maintenance rates 35¢/hr. ATB

Effective January 1, 1992, increase

- a) Custodial rates 20¢/hr. ATB
- b) Maintenance rates 35¢/hr. ATB