

SEP 20 1993

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of	:
DESOTO SUPPORT PERSONNEL	:
To Initiate Arbitration Between	:Case 22
Said Petitioner and	:No. 48250 INT/ARB 6654
	:Decision No. 27644-A
DESOTO AREA SCHOOL DISTRICT	:

Appearances:

DeSoto Support Personnel by Coulee Region United
Educators, by Mr. Gerald Roethel

DeSoto Area School District by Wisconsin Association
of School Boards Inc., by Barry Forbes, Esq.,
Staff Counsel

ARBITRATION AWARD

DeSoto Support Personnel (Union or Association) is the collective bargaining representative for all regular full-time and regular part-time janitorial, food service, secretarial, clerical, teaching aides and office aides, but excluding school administrators, teaching and managerial employees of the DeSoto Area School District (Employer). The Union and the Employer have been unable to agree to the terms to be included in the successor to their contract which expired on June 30, 1992. After the parties exchanged their initial proposals on June 9, 1992, they conducted three negotiating sessions in an effort to reach accord on a new agreement. On November 6, 1992, the Union requested the Wisconsin Employment Relations Commission to initiate arbitration pursuant to § 111.70(4)(cm)6 of the Municipal Employment

Relations Act. The Commission caused the matter to be investigated by a member of its staff. An impasse was declared on April 19, 1993; both parties submitted their final offers by April 29; the undersigned was appointed to act as the arbitrator by an order of the Commission dated June 7, 1993. The arbitration hearing was conducted at the DeSoto School District offices on June 30, 1993. Initial briefs were exchanged through the arbitrator on August 9; and reply briefs were exchanged on August 17, 1993.

ISSUES IN DISPUTE

The principal issue in dispute is wages. The Board has offered 10¢ an hour for each year of the contract compared to the Union's offer of 35¢ an hour for each 1992-1993 and 1993-1994. The Board's offer contains an additional 5¢ an hour longevity for an employee who has been in a position for five years, and an additional 5¢ an hour for each successive five year period. The Union's longevity proposal for each five year period is 10¢ an hour effective July 1, 1992 and 15¢ an hour after July 1, 1993. The Association offer contained the following language:

In the event that the Wisconsin Legislature adopts cost controls for Wisconsin Schools which require implementation during the term of this contract, either party may reopen the salary schedule of the 1993-1994 collective bargaining agreement.

The Board's offer did not include this potential wage reopener. The parties were also unable to agree upon an appropriate pool of external comparables. There is also a salary schedule advancement issue which is explained in the text of the summary of the Association's position herein.

THE ASSOCIATION'S POSITION

The Association said that there are two issues in dispute, salary and custodial advancement. It outlined the effect of the two offers in this proceeding upon four employee classifications in each of three categories of employment. In each instance the employees would receive 25¢ an hour more during the first year

and 50¢ an hour more during the second year under the Association's offer than under the Board's offer. The low to high salary range for each classification for 1992-1993 is: Custodians - Association offer \$7.74 to \$8.43, Board offer \$7.49 to \$8.18; Food Service - Association offer \$7.15 to \$7.59, Board offer \$6.90 to \$7.34; Clerical - Association offer \$7.20 to \$8.02, Board offer \$6.95 to \$7.77. During the second year of the contract, the Board offer would increase of the rates by 10¢ an hour and the Union would increase the rates by an additional 35¢ an hour. During 1993-1994 the lowest rate of pay for any of the twelve employee classifications, cooks helper, would receive \$7.00 an hour under the Board's offer and \$7.50 an hour under the Union's offer. The highest paid employees, Custodian #1, would receive \$8.28 from the Board and \$8.78 from the Union offer. The two offers would pay differing additional compensation for each five year period of longevity. The Union pointed out that its offer would cause all Custodians to advance from the lowest level to Custodian #3 after ten years of service. The Board's offer would only cause this result for full-time Custodians.

COMPARABLES. The Association proposed that the following eight schools of the Ridge and Valley Conference, DeSoto, Ithaca, Kickapoo, La Farge, North Crawford, Seneca, Wauzeka and Weston, and the additional school districts of La Crosse, Viroqua and Westby should be considered as primary comparables in this proceeding. It said that this group of comparables was used in a 1979 DeSoto support staff arbitration case and in two previous teacher arbitration proceedings. The Association said that in 1979, Arbitrator Rice relied in part upon the parties' agreement to utilize school districts within a 35 mile radius of La Farge as comparables. It said that there is no dispute that the other conference schools are comparable and that La Crosse, Viroqua and Westby are all contiguous school districts within a 35 mile radius.

The Association argued that there is limited value in "data that is generated by unilateral implementation by an employer

upon a group of employees that is unrepresented." Only DeSoto, Kickapoo and Seneca of the eight member Athletic Conference have collective bargaining arguments. Because there is only a limited amount of collective bargaining within the conference, it is important to add additional schools to the comparable pool. Of the three proposed additional comparables, La Crosse and Westby are represented, and Viroqua does not have a union. Four of the Association's proposed eleven comparables have bargaining units.

The Association reviewed two prior arbitration decisions involving the DeSoto Teachers. In those cases the arbitrators found Westby and Viroqua to be comparable to DeSoto, but excluded La Crosse from the comparability pool. The Union argued that since the La Crosse School District had hired two support staff members away from DeSoto in the last year, there is merit in including La Crosse as a comparable. Those employees began working for La Crosse without having to move their residence. If La Crosse is a competitor for DeSoto's work force, that competition needs to be included in analyzing salaries and benefits paid in the neighboring district. The Union said that one of the elements to be considered in determining comparability is whether the alleged comparables share the same labor market. It said that if Ithaca, which is located at the outer edge of DeSoto's labor market, is included as a comparable, "a neighboring school district that hires away two employees has got to be given some value."

The Association repeated its argument that data from organized school districts should be given more weight than data from districts that do not have bargaining units. It said that in order to provide additional data about levels of pay and pay raises in other organized districts, it had proposed a list of twelve secondary comparables. This list was derived by drawing an arc around a geographic area of which DeSoto was the center and Ithica (a conference member) is the most distant. The Association proposed that all of the school districts which are located in that arc and have represented support staffs, but are

not primary comparables, should be considered secondary comparables. The Union argued that it did not make sense to consider a district like Ithica, which is a conference member but more distant than other school districts from DeSoto, as comparable and at the same time "exclude from consideration the school district that is more in proximity to DeSoto on the basis of distance." The inclusion of secondary comparables will provide the arbitrator with additional guidance, and provide additional support for the Association's position. It concluded this argument by stressing the "need to establish some stable backdrop against which one analyzes the other party's offer" to determine comparability to other settlements. "The Association has not tried to exclude lower settlements nor highlight good ones. We have simply tried to paint an accurate picture of school employee bargaining in Western Wisconsin."

WAGES. The Association reviewed the parties' wage offers and noted that the first year's package costs include a 10.85% increase in insurance costs. It said that cost was a fact of life which both parties recognized in their package costing. Second year insurance cost increases are only 2.4 percent. Because insurance cost increases are less in the second year, that year's package costs are lower than the first year's cost. For 1993-1994 the Board's proposal would cost less than 2% compared to approximately 5% for the Association's offer. The Union said that it had proposed a wage reopener in case a cost control law was enacted. It said that the District did not need to propose a reopener because its second year offer of a 1.6% total package increase is ludicrous. The Association said that the Employer's offer "is an affront to collective bargaining." It said that "the District's proposal of a 1.6% package in the second year is 'off the wall' at best. It simply should not be awarded."

The Association presented its analysis of the two wage proposals. It presented a summary of minimum and maximum wage data for the eleven comparables, including DeSoto, for 1991-1992.

It explained that the data showed that pay rates in DeSoto are approximately in the middle. It noted that in the classifications of Server and Certified Aide, the employees ranked lower in maximum salary comparisons than they did at minimum salary comparisons. It argued that "this also provides justification for the longevity component contained in the collective bargaining agreement." The Union said that after considering the increases granted in comparable districts in 1992-1993, with the offers in this proceeding, the District's offer would result in the loss of two rankings for the classifications of Building Secretary and Head Cook. "Generally speaking, the other comparisons would remain relatively unchanged by either party's proposal." Neither the Association's 35¢ an hour nor the City's 10¢ an hour offer is significant enough to change any relative ranking, except for the two losses of rank mentioned earlier. The Union said that the impact of the Board's offer on those rankings supports the Union's offer.

The Union compared average 1992-1993 wage increases in comparable districts, for seven employer classifications at minimum and maximum pay levels, with the parties' offers. It summarized the data as follows. The Association's offer is at or below the average increase on 9 of 14 comparable benchmarks. The Board's offer is below the average increase at all 14 benchmarks. The fact that DeSoto employees are below the average at maximum wage levels provides additional justification for the Union's longevity proposal. Comparable settlements provide clear justification for the Association's offer.

The Association said that the second salary schedule issue is the amount of longevity increases. The parties established longevity payments of 5¢ an hour after each five years of employment in their last contract. Most employers provide a wage schedule that contains raises for long term employees. Prior to their last contract, a first day employee received the same pay as an employee with 25 years of experience. It is common to have step increases built into a salary schedule for school support

staff in the area. DeSoto has only a single salary column. The parties attempted to resolve this by adding 5¢ longevity for each five years of employment. "The parties have essentially established about a five or six step salary grid." After 25 or 30 years an employee receives 5 or 6 longevity increments. The Union argued that based upon salary schedules in Westby, La Crosse, Seneca and Kickapoo the longevity increment should be increased for each five year period of employment. It said other conference schools and Viroqua which are not organized provide larger salaries for "employees returning to work for their second, third, and successive years of employment."

The Association said that its proposed longevity increases are justified. "While DeSoto's system is not perfect, it is in place. The Union made it clear in the past that it would seek improvements in longevity for its long term employees. . . . The Association final offer in the area of salary is nothing more than an improvement to the system." Additional pay increases for longevity would be increased from 5¢ an hour to 10¢ in 1992-1993 and to 15¢ an hour for each five years of service in 1993-1994. These increases will benefit long term employees. The Union pointed out the fact that three long term employees, who were included in an original Union exhibit, are no longer employed by the District. It said that one employee will receive five longevity increments, which under the expired contract would equal 25 cents. It argued that an additional 25¢ an hour for an employee of 25 years, over what is paid to a new hire, is not sufficient. "And because we do not believe that this is enough, we increased the longevity to 10¢ in the first year and 15¢ in the second year of the agreement." It said that this one long term employee would receive a total increase of 60¢ an hour under the Union's offer. One other employee would receive 55¢ an hour. It argued that these increases are less than some of the raises bargained in Westby and provided in Viroqua.

Of 28 employees in the bargaining unit, 8 will not receive longevity payments. Only 13 employees would benefit by more than

5 cents. The Union said this "makes the District's charts which look at an analysis of a 10-year aide, a 15-year aide, a 20-year aide, and a 25-year aide irrelevant. It said it had some long term employees who will benefit from longevity, but, the bulk of the bargaining unit will not. The Union argued that it is "inappropriate for the Employer to colorize the situation so that it appears as if the Association has made an irresponsible proposal for some long-time employees to provide them a huge pay differential over and above what a new employee makes. That is simply not true."

The Association said that during the second year, under its offer, the 25 year employee would make 75¢ an hour more than a new employee. It said that most of the support staff salary schedules have a much greater differential than would result from adopting the Union's offer. "Most of those employees accrue to that maximum differential much sooner than after 25 years of employment." The Union said that three of the employees who were included in the cost analysis are no longer employed by the District. It said that it is not possible to know how many employees will stay employed by the District long enough to qualify for longevity. It argued that the Employer should encourage people to gain proficiency in their jobs and continue in the employ of the District.

SALARY SCHEDULE. The Association reviewed the bargaining history which has resulted in an agreement to advance some custodians to a higher classification. As a result of that prior agreement, any individual who has been a custodian 3 for ten years automatically advances to custodian two. When this agreement was struck, three males advanced to custodian 2 effective with the 1992-1993 school year. The Association explained that it now wants to extend this principle to advancing entry level custodians to custodian 3 after ten years. The Union's offer would advance any employee who has served as a custodian for ten years. The Board's offer would restrict automatic advancement from custodian to custodian 3 to full time

employees. The only person who has been employed by the District as a custodian for ten years is a woman. She "is a part-time custodian/part-time cook. Because she works in both departments, she would not qualify under the District's 'full time' criteria." It accused the District of discriminating against this woman employee. "We believe that this proposal is a prima facie example of sex discrimination. We believe that this portion of the District's proposal invalidates its entire proposal."

. ADDITIONAL ARGUMENTS. The Association reviewed the application of the statutory criteria to the two offers in this proceeding. It reiterated its belief that the Employer's offer, which it says is discriminatory, is illegal; and therefore, exceeds the lawful authority of the municipal employer.

The Association argued that there is no question of the District's ability to pay. There is a lack of willingness to pay. It said that "the District's economics are no different than any of the other comparable school districts." It argued that the employees in DeSoto should receive comparable pay increases with those in other districts. It cited a series of arbitration decisions in which arbitrators had discussed what constitutes the interest and welfare of the public. The Union anticipated that the District would argue that its offer is more reasonable than the Union's offer because of the "farm economy." It said that it is "sympathetic to the farmers, or for that matter any person's plight at the hands of an uncaring government." The Association cited a series of prior arbitration decisions in which arbitrators found that, in spite of the economy, it would be unfair to deny teacher's increases similar to those paid in comparable districts. A number of these decisions noted that adverse economic conditions had also affected comparable districts. These decisions supported the Union's agreement that absent compelling evidence of unique local conditions comparable settlements are also affected by adverse economic conditions. It said that other arbitrators had rejected "doom and gloom arguments" in favor of the pattern of comparable

settlements. The Union argued that it had demonstrated that its offer is more comparable than the Board's offer.

The Association anticipated that the Board would argue that the cost of living comparison would favor the Board's offer. It cited a series of prior arbitration decisions in which arbitrators had discussed the amount of weight that should be placed upon this criteria. The range of issues discussed, in that series of citations, demonstrated that arbitrators do not believe that CPI index numbers adequately reflect all of the economic factors which are taken into consideration when labor contracts are negotiated and settled. Those discussions generally found the arbitrator saying that comparable settlements were either a more important or a better indication of cost of living increases than the Consumer Price Index. The Union summarized its position, "in short, strict adherence to CPI measurements could easily result in awards supported neither by the pattern of settlements or the labor market conditions which effect an individual occupation."

The Union said that this District "provides very little in terms of compensation for its employees other than salary, health insurance, and dental insurance." It said that other districts provide long term disability and vision insurance. It argued that this is further justification for increasing DeSoto's salaries.

REPLY BRIEF. The Union argued that the Board appears to be arguing that other "school districts may have provided wage increases in the range of 10¢ an hour." It argued that there were no other wage increases that low. It argued that Westby, La Crosse and Viroqua and secondary comparables had granted increases in the range of 35¢ an hour.

The Union noted that, contrary to the Employer's assertion that there are three employees with 20 or more years of service, one of those employees is no longer with the District.

The Union defended its having included a potential reopener clause in its offer. It reviewed the uncertainty about what

might be included in the State Budget when the final offers were submitted. It said that the Board had inserted identical reopener language in its contract with DeSoto teachers. The Union said that it is not appropriate for the Board to attempt to raise this issue as a defense for its final offer. It said that because of changes in the arbitration law, the reopener provision is necessary as far as the 1993-1994 contract is concerned. "If the District feels it necessary to reduce the Association's proposal under the new restricted limitation on school taxing and spending, then the parties will be back bargaining over the wage rates for 1993-1994."

The Union renewed many of the arguments that it had previously made in support of the contention that Viroqua, Westby and La Crosse should be included among the comparables. It commented on a number of the District's agreements to exclude those districts from comparison.

The Association criticized the Board's salary analysis. It reiterated its assertion that DeSoto's wage rates are in the mid-range of comparable districts. It said that generally those which are above mid-range are entry level positions. DeSoto has only a one step salary structure rather than a multi-step salary schedule. "It only makes sense that the initial hiring rate for DeSoto would be higher than for most of the comparable schools." The Union said that "the simplistic nature of the District's comparisons" are evident. It said that the Board's wage rate analysis showed an average conference hiring salary of \$7.39 for custodians in 1991-1992. The Board showed that average would be \$7.66 in 1992-1993 and \$7.40 in 1993-1994. "The simplistic nature of averaging numbers together is an error in the District's data that provides a snapshot of data." It said the cause for the drop is that employees have left and been replaced by lower paid employees. "That's really the problem with the District's data - its overuse of averages." The Union said that it was not proper for the District to criticize the Union's exhibits. Those exhibits are based entirely upon WASB data.

The Union said that the District's data contained an extensive amount of negative numbers for custodian salaries in DeSoto compared to 5, 10 and 15 year comparable average salaries. Under the offers in this proceeding the District would pay -75¢ compared to a +5¢ under the Union's offer. It said that an analysis of all of the District's data shows that the District's proposal is below average. It argued that the District's 1993-1994 wage analysis is based upon a small sampling of settlements which do not accurately reflect the situation. The Union said that the District's data shows that starting clerical wages have increased by an average of 76¢, "which certainly would justify the Association's final offer of a 35-cent increase.

The increase in 5-year clerical wages went up 97 cents for 1993-1994, which would again provide additional justification for the Association's proposal -- 35 cents per hour." It said beginning cooks' increases in 1992-1993 were 28¢, this is closer to the Union's 35¢ offer than the 10¢ offer of the District. The Union noted that the Board's data purports to show that average wage rates declined between 1992-1993 and 1993-1994. "Again, we don't believe that this has occurred. It is simply a function of a small sample of the original eight schools that the District is using." It conducted a similar review of the data that the District provided for comparable aide's wages and argued that the Union's offer is much closer to the average comparable settlement. The Association argued that the District's summaries are not accurate; "however, even the data provided by the District provides justification for the Association's proposal both from a standpoint of actual salaries paid and the increases provided to selected classifications."

The Association argued that the Board's exhibit and data relating to a survey of public school employee wage increases is not relevant. It said that comparable comparisons are more important than nationwide data which is not an appropriate comparison in this dispute. It made similar arguments regarding the Board's evidence of private sector settlements. The Union

said that the Board's evidence of private sector settlements did not support its offer of 10¢ an hour or 1.7% and 1.5% wage increases in this proceeding. It repeated its prior argument that, the appropriate cost of living comparison should be with increases provided in comparable school districts.

The Association responded to the Board's argument that the interest of the public supports the Board's offer. It argued that the effect of the new state budget upon the DeSoto School District is not known at this time. It said that the legislature had capped teacher salary increases only; it has not limited support staff increases. In response to the Board's assertion that DeSoto had the highest per student cost increase from 1991-1992 to 1992-1993, the Union argued that in 1991-1992 DeSoto ranked fourth among conference schools in costs per member. The Union does not believe that rank has changed for 1992-1993. DeSoto ranked 5 of 8 in property tax levy during 1992-1993. Residents of DeSoto have the highest income in the conference. The Association said that the District's argument that there is high unemployment in the DeSoto School District is a generalization which does not accurately reflect the economic situation in DeSoto. The Union argued that the Board had refused to negotiate from its original 10¢ an hour offer. This offer would reduce the employees' expendable income.

The Association argued that it had included language for a wage reopener in order to make certain that the parties could operate within the new cost control law. It responded to the District's argument that the District's 10¢ offer would be less than cost controls by saying, that, the Board's offer is lower than any reasonable bargaining unit had accepted. The Union said that at no place in its original 67 page brief had the Board referred to the custodial advancement issue. It argued that the Board was being discriminatory and could not defend its position on this issue.

THE DISTRICT'S POSITION

The District's introductory comments summarized the Board's position on the issues involved in this proceeding. It expanded its position in the arguments which follow. The Board argued that external comparable comparisons should be limited to the members of the Ridge and Valley Athletic Conference. It noted that the Union had agreed that other conference districts were comparable, but had argued that the group should be expanded to include La Crosse, Viroqua and Westby. The Board said that the threshold question is whether any schools outside of the conference should be included for comparison purposes. It noted that "this question is often resolved by reference to any prior arbitration awards between the parties." The prior award between these parties is not helpful. It said in that case most of the issues were non-economic. The arbitrator in that prior case said "all of the school districts in the general marketing area are indicative of its economic climate and will be considered by the arbitrator." The Board argued that "there is no indication of what that 'general marketing area' is." It said that in the fourteen years since that decision, the parties have negotiated many agreements, and that there is no indication that the parties either understood or used the comparison group referred to by that arbitrator for comparisons.

The District said that if there is no historic basis for selecting comparables, most arbitrators agree that size, geographic proximity, equalized value, cost and tax data are good indications of comparability. The Board cited a series of prior decisions in which arbitrators had recognized the importance of these criteria for comparability. The Board summarized data for student enrollments, teacher FTE, cost per pupil, equalized value and levy rates for DeSoto, La Crosse, Viroqua, Westby, other conference schools' averages and the Associations recommended comparable groups average. The District summarized this comparative data as showing that "Ridge and Valley conference schools meet all six of the above tests (the sixth is geographic

proximity) and are accepted as comparable . . . La Crosse, Viroqua and Westby meet some of the above tests of comparability, but clearly are not as good a comparison group as the Ridge and Valley conference."

The Board objected to the Union's proposed secondary comparables. It said that there is no justification for limiting that group to only schools with unionized support staffs. The Board then reviewed the same data for the twelve additional schools that are included in this proposed secondary group that it had reviewed above. It summarized that review by concluding that, "two other schools -- Mineral Point and Riverdale School Districts -- meet all six tests and are arguably as comparable as Ridge and Valley conference schools." It argued that the other proposed secondary comparables "are clearly not comparable with DeSoto using one or more of the tests arbitrators have traditionally used to determine the comparability of school districts."

WAGES. The District said that wage rates are the primary issue in this dispute. "DeSoto School District wage rates are at or above the wage rates of most comparable school districts for most job classifications under the Board's final offer." The Board said that comparing wage rates is difficult because job titles and duties vary by school district. "It is likely that schools have roughly the same duties for custodians or cooks or aides or secretaries as groups, but less likely that any particular support staff position will be comparable to any other position." It said neither party can determine with certainty that particular positions in different districts are directly comparable. Comparisons of groups of positions is possible. The Board presented wage comparison data for custodians, cooks, secretaries and aides in DeSoto and conference schools. It said that by simply averaging the rates paid to the various groups, "we can get a better sense of what each district pays for the various groups of support staff positions compared to other districts." The Board questioned the appropriateness of the

Union's comparing seven different job titles. It asked, how we can know if the Union's comparisons are appropriate? "We do not."

The Board presented an extensive wage analysis which compared custodian, clerical, cook and aide wages in DeSoto with the average wages paid by the other conference schools for these categories of employees. It compared wages for starting employees and those with 5, 10, 15 and 20 years of service in DeSoto with average 1991-1992 conference wage scales for those periods of seniority. It also compared the impact of the two offers in this proceeding for each year of this contract upon DeSoto employees compared to comparable conference settlements. The Board's analysis of the data follows.

In 1991-1992 starting custodians in DeSoto earned \$7.73 compared to the conference average of \$7.39, this is a difference of + 34 cents. The Board's data reflected the conference average increasing to \$7.66 in 1992-1993 and declining to \$7.40 in 1993-1994. The Union's offer of \$8.08 and \$8.43 for 1992-1993 and 1993-1994 would result in a difference of + 42¢ and + \$1.03 compared to the Board's offer of \$7.83 and \$7.79 which would result in + 17¢ and + 53 cents. The Board noted that only three conference schools had settled for 1993-1994. It said that wage rates in DeSoto are and will continue to be above wages in most comparable districts under the Board's offer. It noted that the Union's 1992-1993 offer is closer to the average conference increase, and that the two offers are about equidistant from the average for 1993-1994. It argued that the issue should not be wage increases but wage rates. "If DeSoto custodians are receiving higher average wages already, and will continue to receive higher than average wages under the Board's final offer, the Association's offer should not be selected merely because it matches the wage increases given by districts trying to catch up to DeSoto wage rates."

The District said that because the Union has proposed two longevity increases, it is important to look at 5, 10, 15 and 20

year wage comparisons. In 1991-1992, DeSoto's custodians earned \$7.78 after 5 years; this was 40¢ below the average. Under the Board's offer the disparity would increase to - 63¢ in 1992-1993 and - 85¢ in 1993-1994. The Union offer would result in custodians with 5 years experience receiving 33¢ less than average in 1992-1993 and 25¢ less in 1993-1994. The Board said that after 10 years, a DeSoto custodian's wages rank above 3 of the comparables and below 4 comparables in the conference. In 1991-1992 a DeSoto custodian with 10 years earned \$7.83 or 35¢ less than the average wage paid to similar employees elsewhere. Under the Board's offer that difference would become 58¢ and 80¢ less over the term of this contract compared to - 23¢ and - 10¢ under the Union's offer. The Board said that the 10 year custodian analysis understates the actual salaries a custodian with 10 years experience would receive under both offers by 11¢ because both of the offers would elevate a custodian with that amount of experience to the higher paying custodian #3 pay range. The Board's review of wages paid and offered for custodians with 15 and 20 years of experience yielded similar results when compared to average conference wages. The District summarized the data as showing that the Board's final offer is adequate to maintain above average salaries for starting DeSoto custodians. "The Association's offer is closer to the average rate for custodians at the 5, 10, 15 and 20 year comparisons." It said the Union's offer is closer to the average increase granted by comparables in 1992-1993, while the Board's offer is closer for 1993-1994.

DeSoto's starting clerical wage in 1991-1992 was \$7.31 an hour, this was 45¢ above the average of \$6.86 an hour. The Union offer would raise that difference to 56¢ in 1992-1993, and then drop the difference to 15¢ an hour in 1993-1994. Under the Board's offer the difference would be + 31¢ in 1992-1993 and - 35¢ in 1993-1994. Clerical employees in DeSoto earned 6¢ more than their counterparts with 5 years of service in 1991-1992. Under the Board's offer they would earn 9¢ an hour less in 1992-

1993 and 96¢ an hour less in 1993-1994. The Union's offer would result in these employees earning 21¢ an hour more than comparable employees in 1992-1993 and 36¢ an hour less in 1993-1994. Data for clerical employees having 10, 15 and 20 years of experience reflected similar results. The Board summarized this data as showing that both offers maintain 1991-1992 rankings in 1992-1993. It said that the Board's offer is above the starting, 15 and 20 year clerical wage rates, and that the Board is closer to the average wage rate than the Association at 5 and 10 year levels. It said 1993-1994 rates are not as meaningful because there are only 3 settlements and one district eliminated its lowest clerical classification in 1993-1994. "The Board believes that offering wage rates above or at the average for the conference is sufficient."

The starting wage for cooks in DeSoto in 1991-1992 was \$6.98 an hour, 55¢ above the average for the conference. The Board offer would result in starting cooks receiving 33¢ above the average in 1992-1993 and 50¢ more than average in 1993-1994 compared to the Union's offer which would retain the 55¢ difference during the first year and increase that difference to one dollar in 1993-1994. During 1991-1992 a cook after 5 years earned 11¢ an hour more in DeSoto than the average of \$6.92 paid by other conference schools. A cook would earn 10¢ more in 1992-1993 and 36¢ more in 1993-1994 under the Union offer and 20¢ and 24¢ an hour less under the District's offer. The District said that both of the wage offers will maintain these cooks' ranks of 4 of 8 at this benchmark for 1992-1993 and would result in their being ranked 2 of 4 settled districts during 1993-1994. The foregoing ranks would also be maintained at the benchmark for cooks with 10 years of service. They averaged \$7.08 an hour in 1991-992, 16¢ above the conference average. Under the Board's offer these cooks would earn 15¢ an hour below the average in 1992-1993 and 19¢ below the average in 1993-1994. The Association's offer would result in their earning 20¢ and 51¢ above the average over the two years of the contract. The

Board's analysis of wages paid to cooks with 15 and 20 years of experience, and the impact of the two offers on rankings and gross wages, showed results which are similar to those discussed above. The Board stressed that its "offer includes an average cook wage rate above the median wage rate for all levels of experience."

Starting aides in DeSoto earned 99¢ an hour more than the average starting aide in the conference, \$6.83 opposed to the average \$5.84 an hour. The Board's offer would reduce this difference to 80¢ during the first year and 41¢ during the second year of the contract. Under the Union's offer the difference would be \$1.05 and 91¢ during the respective years. Data for aides with 5, 10, 15 and 20 years of experience is similar to the result of the two offers on custodian, clerical and cook wages. The most extreme difference in the two offers appears at the 20 year benchmark. In 1991-1992, DeSoto's aides with 20 years experience earned \$7.03 an hour, 41¢ more than the conference average. Under the Board's offer, this difference would be reduced to 29¢ in 1992-1993 and 9¢ in 1993-1994. The Union would increase the difference to 74¢ in 1992-1993 and 99¢ in 1993-1994. The District argued that its offer would grant "above average wage rates for starting aides and at all levels of experience."

The Board summarized its wage analysis as follows:

The above evidence shows that the Board's final offer is more reasonable for some job classifications and at some levels of experience while the Association's final offer may be more reasonable for other classifications or levels of experience. When the De Soto bargaining unit is looked at as a whole, the Board's final offer provides a pay increase better supported by comparable school district wage rates than does the Association's final offer.

First look to see whether the Board has offered an above-median wage rate. An above median wage rate would rank above four of the

seven Ridge and Valley Conference Schools in 1992-1993 and above two of the three settled conference schools in 1993-1994.

Next, look to see if the Board has offered an above average wage rate.

The Board admitted that its proposed wage increase was not as high as that offered by some other schools. But that does not mean the Board concedes that issue. IN 1993-1994, the Board's final offer of a \$.10 per hour increase was closer to the average increase given to most custodians, cooks and teacher aides than was the offer made by the Association in this case.

The District said that the WASB benchmark data that the Union had used for comparison contained some errors. It also questioned the Union's application of some of the data. It said that the Union had miscalculated Kickapoo wage increases because the increases had become effective at the beginning of the 1992-1993 and 1993-1994 school years and not on January 1, of those respective years. It said that the Union had compared maintenance positions for two districts with custodians in DeSoto even though those districts had custodian classifications. The Board said that "the DeSoto custodian position may well be a general cleaner position while the custodian position may well be a maintenance position." [sic] The Association reported a Seneca custodian position at \$9.30 an hour, when that rate should have been between \$8.25 and \$9.15 an hour. Starting secretaries in Seneca earn \$8.15 an hour not \$8.95 per hour. A building secretary in Weston earns \$6.84 an hour and not \$8.46. It said that the Association probably underestimated the hourly wage for cooks and head cooks in Ithaca, and overstated the wage for the head cook by 20¢ an hour in Seneca. The Board pointed out a half dozen additional instances where it said that the Union had included similar kinds of incorrect wage data in its reports. In some instances, the Union had understated comparable wage rates and in other instances, it had overstated them.

The Board concluded its wage argument by pointing out that the Union had failed to include its proposed longevity increases in reporting the increases that would be generated by the Association's final offer. It said that 21 of the 28 employees in the bargaining unit will receive some level of longevity payment in 1992-1993. The District said that the Union had failed to document how it had calculated the data it presented as comparable wage rate increases. The Board said that its exhibits show which rates were used in the Board's calculations. "To the extent that the Association reports different increases than those reported in the Board Exhibits, there is no way to determine how the Associations calculated those increases."

ADDITIONAL ARGUMENTS. The District argued that a nationwide survey showed that the average wage increase for public school employees in 1992-1993 will be 1.7 percent. It said that its offer which grants increases between 1.2% and 2.1% is more in line with nationwide wage increases than the Union's offer, which would grant increases of between 4% and 7 percent. The Board cited exhibits which reflect that private sector wages have increased between 2.8% and 3.1% between the last quarter of 1991 and the first quarter of 1993. It argued that the Board's offer is more comparable to private sector wage increases. The District reviewed consumer price index data in non-metropolitan urban areas for the period 1989-1990 through 1992-1993. It stated that medical care, which is included in the index, increased by 6.3% while the CPI increased 3.2 percent. It argued that since most of the DeSoto employee's medical expenses are covered under the Employer paid health insurance plan, it is appropriate to compare the total package cost of the two offers to changes in the CPI. The Board cited a series of recent arbitration decisions which tend to support that position. It said that the Board's offer for 1992-1993 would have a total cost increase of 3.67% compared to the 7.35% increase in the Association's offer. The Board cited an exhibit which predicted that inflation will continue at between 2.9 and 3.3 percent

during 1993. It said that for 1993-1994, "the Board's final offer generates an increase of 1.67%, which is closer to this range than the Association's final offer, with an increase of 5.20 percent."

The District argued that the interest and welfare of the public and the financial ability of the DeSoto School District support its offer. The 1993-1994 State Budget limits a school district's ability to raise money. The District will not know how the new levy limits will affect its budget until October 1993. It is not possible for the District to know if it can meet the cost of the Union's offer. The Board said that the Wisconsin Legislature wants school districts to limit spending in order to control property tax increases. Property taxes in DeSoto will be affected by the outcome of this decision. The Union's offer would cost \$18,631 more than the Board's offer in 1992-1993, and \$38,119 more in 1993-1994. It argued that the total difference of \$56,750 will be either paid to the members of the Union or returned to the tax payers. The Board argued that DeSoto had the highest cost per pupil and the highest levy rate in its conference and in the Union's primary and secondary comparison groups during 1992-1993. The District said that income in DeSoto had increased by less than 1% from 1990 to 1991. The counties in which this school district is located have high rates of unemployment. It argued that DeSoto's "need for property tax relief must come before the demands of the Association to raise acceptable wage rates even higher."

The Board argued that an additional factor to be considered is the Union's proposed wage reopener. It said that there may be a dispute between these parties whether or not the new levy limits constitute a cost control as defined by the state budget. The Board said that if the Union's offer is selected, the Board is likely to ask to reopen salary negotiations in 1993-1994. It said that if the parties disagree whether the reopener provision applies, "Additional litigation will undoubtedly follow."

Arbitrators attempt to avoid selecting an offer that would generate additional litigation.

REPLY BRIEF. The District said that the Union had mischaracterized the importance of the only prior arbitration decision between these parties in establishing an appropriate comparable group. It said that there is no evidence that these parties attempted to use that group in negotiations, and there is no historic basis for the selection of any comparison group. "Accordingly, the traditional indicators of comparability should be used." The Board disputed the assertion that it is necessary to expand the comparable group beyond the conference, in order to include more school districts with collective bargaining agreements. It cited a series of prior decisions in which arbitrators had decided that a mix of organized and unrepresented comparables were appropriate comparables. The District argued that the two prior awards between it and the teachers union, which included Viroqua and Westby as comparables, do not support including them in this proceeding. It distinguished those cases on the facts and by the reasoning of the arbitrators. In the first instance, the arbitrator said there were insufficient settlements in the conference. In the second, the arbitrator said neither party gave a good reason for departing from the historic group. The Board said that there is no reason to look at the Union's proposed secondary group. It said that the Association had "avoided consideration of the traditional indicators of comparability in this arbitration."

The District denied the Union's assertion that the Board's 1.6% offer for 1993-1994 is ludicrous. It said that Ithaca's 3% 1993-1994 offer and Kickapoo's 20¢ delayed increase for that year are much closer to the Board's offer than the Association's offer. The Board repeated its earlier assertions that the Union's wage analysis is based upon simple mistakes and erroneous assumptions. It argued that the wage increase comparisons were misleading, because, most of the employees would benefit from the Union's longevity proposal.

The District said that it does not disagree with long term employees receiving higher wages than new hires. "DeSoto's wage rates are high enough, whether starting or maximum pay rates are considered." It said that the parties had agreed to a single step pay scale for many years and only recently added longevity payments. Four comparables have only one step schedules. Comparable practices do not indicate any need for any significant differentiation of wages based upon experience. The Board said that only DeSoto provides a continuing longevity system which differentiates pay levels for each 5 years of experience. "While an employee with 5 years of experience in a comparable school district may earn more than a new employee, an employee with 25 years of experience in a comparable school district earns no more than an employee with 5 years of experience. . . . There is no justification for the Association's demand that DeSoto's longevity increments be increased to \$.10 an hour in 1992-1993 and \$.15 an hour in 1993-1994."

The Board referred to the issue of advancement from custodian to custodian 3 after 10 years. "No evidence was presented on this issue by either party." It said there is no evidence of illegal sex discrimination against the employee who has been with the District for 14 years. It said the evidence supports the finding that the District has not prevented women from advancing to higher custodial positions within the district. The District concluded its reply brief by restating many of the arguments which were spelled out in its initial presentation.

DISCUSSION

The selection of an appropriate set of external comparables has generated a great deal of disagreement between these parties. The District has been adamant that the list should be limited to other members of the Ridge and Valley Athletic Conferences. The Association has been equally adamant about the need to include La Crosse, Viroqua and Westby in our considerations. If this was a professional bargaining unit, the District's arguments would prevail. A series of seven other Ridge and Valley teacher

settlements would be as representative of a comparison group as one could hope to achieve. That conclusion is a function of the facts that teaching personnel are certified by the state, have professional status and mobility in job opportunity, are organized into bargaining units and receive some benefits which are statutorily imposed upon their employers. It is for these reasons that parties to labor negotiations have often agreed that the athletic conference is the most appropriate comparison group. For these reasons, arbitrators in Wisconsin have, absent other compelling factors, felt comfortable in relying upon the comparability of other conference school districts when professional units are involved in arbitration proceedings.

Many factors which distinguish professional bargaining units do not apply to non-professional bargaining units. In this particular instance, the District has raised the question of whether similar sounding job classifications involve similar job responsibilities; and only 3 of the 8 conference members have organized support staffs. Some of the positions held by employees in this bargaining unit do not command sufficient wages or hours of employment to permit job mobility. Those considerations and other factors result in the conclusion that the comparable pool should be expanded to include both Viroqua and Westby in this proceeding. The arbitrator has reviewed the data and arguments presented by both of the parties relative to the comparability issue. The decision to include Viroqua and Westby in the comparable pool is predicated upon the following findings. Based upon their geographic proximity to DeSoto, the residents of Viroqua and Westby are more likely to be located in the same labor pool and share the same social, economic and political factors which affect decision making in DeSoto than the residents of some of the other athletic conference school districts are. It appears that observations by the arbitrator in a previous proceeding between this Employer and the DeSoto Education Association are accurate today:

Although Viroqua and Westby are twice the size of DeSoto, its equalized value tax base and rural-agricultural nature is similar to these districts. However, the Mediator/Arbitrator finds that La Crosse is not a comparable for the DeSoto Area School District.

The fact that the La Crosse School District has hired two support staff employees away from DeSoto during the past two years is an indication that the La Crosse District appears to be able to compete with DeSoto by offering a more attractive wage - benefit package than DeSoto. That fact does not however, indicate that DeSoto is comparable to the La Crosse School District. It appears that the quality of the comparative wage offer analysis in this proceeding will be improved if the arbitrator has access to data for the Viroqua and Westby settlements in addition to the data which has been made available for Ridge and Valley Conference District settlements. There does not appear to be any reason to look beyond the primary comparable group consisting of Ridge and Valley Conference Districts, Viroqua and Westby.

The only real issue in dispute is wages. The Association presented its case by arguing that its offer would provide 1992-1994 wage increases which are more comparable to the wage increases received by support staff employees in other school districts. The theme of the Employer's argument is that DeSoto's support staff receives above average wages and would continue to do so under the Board's final offer. "The Association's offer should not be selected merely because it matches the wage increases given by districts trying to catch up to DeSoto wage rates." It would seem that, given those positions, the issue is clearly defined and should be readily subject to resolution.

Analysis of the parties positions has, however, been complicated by a number of factors. The data presented by the Association appears to understate the impact of the longevity increments included in its wage offer. In addition, the District has pointed out errors in some of the assumptions upon which the

Association has based its wage comparisons. The District, on the other hand, has presented its argument in terms of average salary impacts. Its assertion that DeSoto's support staff receives above average wages is accurate only in part. The Association pointed out some of the problems which have resulted from the District's presentation of data based upon average increases granted in comparable districts. An example of the kind of problem which results from averaging is best exemplified by the District's assessment of La Farge's 1992-1993 wage increase for custodians. La Farge has 3 custodian categories. The Board said that 1991-1992, and 1992-1993 wage scales and percentage increases were Head Custodian \$10.58, \$11.04 = 4.17%; Building Custodian \$6.54, \$6.84 = 4.39%; Handicapped Custodian \$4.25, 4.25 = 0 percent. In the course of averaging wage increases for La Farge's custodians the Board calculated the average increase at 25¢ or 2.85% during 1992-1993. It does not seem appropriate to include a zero increase for the handicapped custodian with that average. Another kind of problem with the Board's averaging was identified by the Association. In 1991-1992 Wauzeka paid \$9.81 for maintenance, \$6.69 for Building Custodian and \$5.03 for General Cleaners. In 1992-1993 it increased the maintenance rate to \$10.47, but reduced the custodian rate to \$5.64 and the General Cleaners wages to \$4.80. For that year the Board ignored the rate decreases and used only the Maintenance increase of 6.3% for comparison purposes. In 1993-1994 Wauzeka increased the three rates to \$10.89 (3.86%), \$5.87 (3.92%) and \$4.94 (2.83%) respectively. For this year the Board used an average increase of 3.54% in Wauzeka for comparison purposes. The math is correct but the rationale for these math exercises is lacking.

It appears that some of the data relied upon by each party in its comparative analysis is inaccurate or misleading. This observation is made not for the purpose of criticizing the parties, who it appears made honest efforts to summarize confusing and inconsistent data. It is given to explain why the following analysis appeared to be necessary. After reviewing the

data in evidence and the parties' criticism and arguments about that data, it appeared that a more focused review of the data would provide a more reliable analysis. Rather than attempt to compare the wages paid to 28 FTEs holding 12 job classifications in DeSoto with unknown numbers of FTEs in "comparable" districts, some of which have only 6 or 7 wage levels, the following analysis considered minimum and maximum wages for a limited number of job classifications.

DeSoto had four custodian classifications in 1991-1992 (base year) and the hiring rate for custodians ranged from \$7.39 to \$8.08 an hour. Four comparables have three custodian classifications (Er Ex 14); their base year pay ranges are: La Farge \$4.25 (handicapped cust.) - \$10.58 (head cust.), North Crawford \$5.50 (gen. cleaner) - \$10.10 (maintenance), Wauzeka \$5.03 (gen. cleaner) - \$9.81, (maintenance) Weston \$5 (gen. cleaner) - \$11.57 (maintenance). Ithaca and Seneca each have two custodian classifications. Their base year starting wages were \$8.82 and \$9.02 and \$6.60 and \$7.80 respectively. Kickapoo had only one pay level, \$5.15 for building custodian. Data for Viroqua and Westby is not complete (U. Ex 11); it appears that the lowest starting custodial wages in these districts are \$6.17 in Westby and \$9.12 in Viroqua. It appears that the average low starting wage for custodians in comparable districts was \$6.62 an hour compared to \$7.39 in DeSoto in 1991-1992. The highest paid beginning custodian wage averaged \$9.15 an hour compared to \$8.08 in DeSoto. Viroqua and Westby are not included in the high wage calculations because no reliable data for these districts is available.

At the maximum custodian wage rates payable in comparable districts during 1991-1992 for employees with 20 years of service, top level custodians averaged \$9.58 in the conference. When Viroqua and Westby are included, the comparable average becomes \$9.40 compared to \$8.28 in DeSoto. The average minimum custodial salary within the conference after 20 years was \$7.72

compared to \$7.59 in DeSoto. Reliable data for lower paid custodians with 20 years in Viroqua and Westby is not available.

DeSoto paid 77¢ an hour more than comparable districts paid to lower level custodian categories in 1991-1992. Its highest level custodian classification earned \$1.07 an hour less than the average wage paid to comparable employees during that year. After 20 years, lower level custodians earned 13¢ an hour less than comparables; and the most senior custodians earned \$1.12 an hour less than the average comparable.

DeSoto and three other conference districts had 3 clerical categories during the base year, one district had 2 categories and three districts had only one clerical category. Office aides in DeSoto started at \$6.91 compared to an average starting wage of \$6.50 for the lowest category of clerical in other districts. The highest category secretary in DeSoto started at \$7.67 compared to an average \$7.30. After 20 years, the highest and lowest paid clerical employees in DeSoto earned \$7.87 and \$7.11 an hour compared to \$7.70 and \$6.85 for comparable employees. It appears that DeSoto's starting clerical wages are between .25 and .40 above the average comparable wage; after 20 years they are between 17¢ and 26¢ an hour above the average.

DeSoto had four cook categories in 1991-1992. Three comparables had three categories and four districts had two categories of cooks. In DeSoto the starting range was between \$6.80 for cook's helper to \$7.24 for head cook. The starting range in comparable districts averaged \$5.95 and \$6.99 an hour. After 20 years, the wage range for cooks in DeSoto was between \$7 and \$7.44 during the base year compared to \$6.52 to \$7.15 in comparable districts. Food service employees in DeSoto had starting wages between 25¢ and 85¢ above the average; after 20 years, those salaries were between 48¢ and 29¢ above the average comparable salary.

There are a number of different categories of teaching aide identified in Ex. Ex. 29 A - 33. For the purpose of wage comparison, the analysis considered two categories of aides,

certified and non-certified. For this comparison it has been assumed that the Handicapped Aide category in La Farge is a special category, and not included in the assessment. It has been assumed that Instructional Aides in Seneca and Special Ed. Aides in Wauzeka are certified aides. Starting non-certified aides averaged \$5.36 in comparable districts compared to \$6.80 in DeSoto during the base year. After 20 years of experience, these aides earned \$7 in DeSoto and an average of \$6.86 in comparable districts. In DeSoto, Certified Aides started at \$6.85 compared to \$6.14 in comparable districts. After 20 years, Certified Aides in DeSoto earned \$7.05 compared to an average of \$6.80 elsewhere. It has been noted that according to the evidence, non-certified aides in North Crawford earned \$7.02 compared to \$5.03 for Certified Aides, in Weston, Certified Aides received \$6.41 compared to \$6.83 for non-certified aides after 20 years. That data has resulted in the average wage for non-certified aides to exceed the rate paid to Certified Aides after 20 years of service. This data shows that certified and non-certified aides are hired at between \$1.44 and 71¢ more in DeSoto than by the average comparable. After 20 years, aides in DeSoto received between 14¢ and 25¢ more than comparables.

From the foregoing it appears that during 1991-1992, DeSoto paid higher starting wages for all support staff classifications than the average starting wage in comparable districts. Though DeSoto's starting wage for top level custodians is below the average, it does not appear that the District hires custodians at this level. Over time, custodian wages in DeSoto fall below average custodial salaries among comparables. Cooks, clerical help and aides receive higher starting wages in DeSoto than in comparable districts. Over time wages paid to comparable employees in those wage classifications improve more in other comparable districts than in DeSoto. After 20 years DeSoto's cooks, clerical employees and aides receive higher wages than the average comparable employee receives elsewhere.

The District's offer to increase the wages of these employees 10¢ an hour for each year of this contract is substantially below the level of wage increases granted to comparable employees in comparable districts. Because of the way the parties presented the data, it is not possible to determine how the wage increases in comparable districts were structured. Those increases appear to have averaged over 5% in other districts in 1992-1993 compared to the DeSoto Board's offer which would result in 1992-1993 increases of between 1.28% and 1.80 percent. The Union's wage offer, not including the longevity increment, would increase wages between 4.34% and 5.21% during the first year. This is close to the average first year comparable increase and is more reasonable than the District's offer. There are only three settled contracts for 1993-1994. Those settlements will increase the wages of comparable employees between 2.57% and 4.25% compared to the Board's offer which would increase wages by an average of 1.66% and the Union's offer which would increase wages between 3.39% and 4.56 percent. The Association's wage offer, not including longevity, appears to be more reasonable than the Board's offer.

The foregoing analysis did not reflect the impact of the Union's proposal for increasing longevity wage increments from 5¢ an hour for each five year period of employment to 10¢ an hour and 15¢ an hour for 1992-1993 and 1993-1994 respectively. That part of the Association's offer has an effect upon the wages received by all of DeSoto's support staff who have been with the District for more than five years. Based upon the parties' agreed upon cost analysis, 21 of 28 employees would receive between \$166.50 and \$1,144 in longevity compensation over the two year term of this contract. The first year cost of the longevity increase would be \$4,066 or 21.8% of the first year \$18,631 difference between the cost of the two offers. The 1993-1994 longevity cost of \$8,840 is equal to 23.2% of the \$38,119 second year total cost difference between the offers.

Because the Association's longevity proposal would benefit the more senior support staff, it is necessary to review the impact of that proposal upon the proposed wage increases and the wage structure which would result if the proposal is adopted. Its impact upon employees with 15 and 20 years of service follows. The average wages for DeSoto's top three custodian categories in 1991-1992 was \$8.04 an hour. The Association's wage offer would increase this average custodial wage by 4.27% in 1992-1993 and by 4.1% in 1993-1994. Its longevity offer would raise those percentage increases for custodians with 15 years of service to 5.89% and 5.56% over the two years of this contract. Custodians with 20 years of service would receive 6.40% and 6.01% increases. The two year longevity increment for custodians with 15 years of service is an additional 3.07%, for custodians with 20 years of service the increment would total 4.04 percent. The average starting base year wage for the three clerical designations in DeSoto was \$7.31 an hour. The Union's wage offer would increase these wages by 4.57% in 1992-1993 and by 4.37% in 1993-1994. Its longevity offer would raise these increases for clerical employees with 15 years of service to 6.29% and 5.91% over this contract period. For employees with 20 years of service, the total percentage increases would be 6.83% and 6.40 percent. The longevity increments would total 3.27% for employees with 15 years of service and 4.28% for 20 year employees.

The average wage paid to four categories of cooks during the base year was \$6.97 an hour. The Association's wage offer would increase this average by 4.57% in 1992-1993 and by 4.37% during the last year of the contract. For cooks with 15 years of service, the longevity offer would result in total increased wages of 6.56% in 1992-1993 and 6.16% in 1993-1994. For cooks with 20 years of service, total wage increases would be 7.12% in 1992-1993 and 6.65% in 1993-1994. Longevity would add 3.38% to the wage increase for cooks with 15 years of service and 4.43% for cooks with 20 years. The starting salary for aides averaged

\$6.82 during the base year. The Association's offer would increase these wages by 5.21% during 1992-1993 and by 4.64% during 1993-1994. For aides with 15 years of service, the total wage increase over two years would be 12.95% including 3.10% in longevity increments. Aides with 20 years of service would receive a two year wage increase of 14.02%, of which 4.17% would constitute longevity payments.

The Association defended its longevity proposal by arguing that DeSoto does not have step increases built into its salary schedule. It said that it is common to have step increases built into support staff salary schedules. It argued that based upon salary schedules in Westby, Seneca and Kickapoo, the longevity increment in DeSoto should be increased. The arbitrator has reviewed available data for Westby, Seneca and Kickapoo. It does not appear from that data that the salary schedules in those districts bear any resemblance to the Association's longevity proposal. It does not appear that, except for the maintenance positions, the support staff in DeSoto would gain additional benefits if DeSoto's salary structure was revised to reflect the average salary structure in comparable districts. There does not appear to be any support among comparables for the Association's proposed longevity wage increases.

Both of the wage offers appear to be extreme. The District's total package offer of 5.34% over two years appears to be low. Its offer of two 10¢ an hour wage increases is minimal and less than comparable. Neither party presented data for the total cost of settlements in comparable districts. It is apparent that the greatest part of the total cost of the offers in this proceeding is related to wage increases. The Association's two year package offer of 12.55% appears high. Its first year 35¢ an hour wage increases appears to be slightly less than other 1992-1993 settlements in comparable districts. The second year offer of 35¢ an hour is a bit higher than settled comparables, however, the three of nine districts which have settled do not represent a good comparable cross section. The

longevity segment of the Association's offer which would add \$12,906 to the cost of that offer has driven the total cost well beyond the cost of comparable wage settlements. The fact that a large portion of those benefits would go to employees who already receive base wages higher than the wages received by comparable employees in other districts appears to make the Association's wage offer unreasonable. While the District's wage offer is parsimonious, its total package cost, which includes health insurance cost increases, is defensible. DeSoto's wages, other than some custodial and some clerical wages, are generally higher than comparable wages. DeSoto had the highest cost per pupil and the highest levy rate in 1991-1992. Given those facts, it is difficult to defend the Union's request for both across the board increases which are very close to total wage settlements in comparable districts and substantial increases in longevity wages. While the Board's offer would cause some erosion at the benchmarks, the Union's offer would result in increased wage disparity at more benchmarks. Though the District's offer is low, it is the most comparable to wage settlements in comparable school districts.

The data that the District presented relative to nationwide school settlements has been reviewed. That data, which supports the District's offer, has not been relied upon in arriving at the decision in this proceeding. The more detailed evidence of other settlements in comparable school districts presented by both parties appears to be more relevant and more reliable than global conclusions extracted from nationwide data. The arbitrator has considered the CPI data which was presented by the District. The Association argued that the District provides "very little in terms of compensation . . . other than salary, health insurance and dental insurance," while other districts provide more benefits. It said that these facts were more significant than CPI comparisons. It is not possible to evaluate the merit of that argument, because, no total cost comparison data has been provided by either party for comparable districts. The

Employer's offer, though it appears to be lower than the average increase in the CPI, appears to more closely reflect recent CPI increases than the Association's offer.

The Association presented a vigorous argument in support of its proposal that all employees who serve as entry level custodians for ten years should be advanced to custodian three. It said the Board's insistence that this advancement apply only to full-time custodians was discriminatory. There is no evidence to support the Union's allegation of sex discrimination.

Based upon the entire record in this proceeding, it appears that the final offer of the DeSoto Area School District is the more reasonable offer. That offer shall be included in these parties 1992-1994 collective bargaining agreement.

Dated at Madison, Wisconsin, this 17th day of September, 1993.



John C. Oestreicher, Arbitrator