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FEB 25 1994

BEFORE THE ARBITRATOR

ROSE MARIE BARON

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration of a Petition by

West Central Education Association  
Boyceville Teacher Aides and Library Assistants

and

Boyceville Community School District

Case 22 No. 48776  
Int/Arb-6792  
Decision No. 27773-A

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APPEARANCES

Steven J. Holzhausen, Executive Director, West Central Education Association, appearing on behalf of the Boyceville Teacher Aides and Library Assistants.

Richard J. Ricci, Esq., Weld, Riley, Prenz & Ricci, S.C., appearing on behalf of the Boyceville Community School District.

I. BACKGROUND

The Boyceville Community School District is a municipal employer (hereinafter referred to as the "District" or the "Employer"). The West Central Education Association-Boyceville Teacher Aides and Library Assistants (the "Association" or the "Union") is the exclusive bargaining representative of certain District employees, i.e., a unit consisting of all regular full-time and regular part-time teacher aides and library assistants. The District and the Association have been parties to a collective bargaining agreement which expired June 30, 1992. On May 26, 1992, the parties exchanged their initial proposals; after two meetings no accord was reached and the Association filed a petition requesting the Wisconsin Employment Relations Commission to initiate binding arbitration. Following an investigation and declaration of impasse, the Commission, on August 19, 1993, issued an order of arbitration. The undersigned was selected by the parties from a panel submitted by the Commission and received the order of appointment dated September 7, 1993. Hearing in this matter was held on November 22, 1993 at the

Boyceville Community School District offices in Boyceville, Wisconsin. No transcript of the proceedings was made. At the hearing the parties had the opportunity to present documentary evidence; a witness, Stuart Waller, District Superintendent, gave sworn testimony.

Briefs and reply briefs were submitted by the parties according to an agreed-upon schedule. The record was closed on January 28, 1994.

## II. ISSUE

The issue before the arbitrator is which of the parties' final offers related to changes in health insurance, wages, and holidays shall be selected. The final offers of the parties will be set forth in the discussion below.

## III. STATUTORY CRITERIA

The parties have not established a procedure for resolving an impasse over terms of a collective bargaining agreement and have agreed to binding interest arbitration pursuant to Section 111.70, Wis. Stats. (May 7, 1986). In determining which final offer to accept, the arbitrator is to consider the factors enumerated in Sec. 111.70(4)(cm)7:

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

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and

conditions of employment of other employes in private employment in the same community and in comparable communities.

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

h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

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

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

#### IV. POSITION OF THE PARTIES AND DISCUSSION

The following statement of the parties' positions does not purport to be a complete representation of the arguments set forth in their extensive briefs and reply briefs which were carefully considered by the arbitrator. What follows is a summary of these materials and the arbitrator's analysis in light of the statutory factors noted above. Because the selection of the appropriate communities for purposes of comparability will have a major impact on the selection of one of the parties' final offers, that matter will be addressed first.

##### A. The Comparables

###### 1. The Association

The Association contends that internal comparability should receive primary consideration and has introduced data covering the three unionized units: the teachers, custodian and maintenance employees, and food service employees, as well as the non-unionized secretarial employees. Past contracts of the non-professional support staff units are cited for their similarities in language. In addition, the non-unionized secretarial employees handbook contains similar leave, vacation and insurance provisions. The

Association has not included the non-unionized bus drivers in its comparisons. Its reason is that bus drivers are not eligible for health insurance which is the main issue in this dispute.

The Association notes that the District has misplaced its reliance on comparison with athletic conference schools and ignores the compensation package it has bargained with its own employees. Arbitral precedent is cited for the proposition that when fringe benefits are being considered, internal comparables are of significant importance. In Boyceville, all employees are covered under the same health insurance plan. Stipulations were reached by the parties during this bargain which are the same as those agreed to by the food service unit. Although the District has bargained similar fringe benefits for its three support staff unions, it has refused to offer a comparable benefit to the teacher aides and library assistants.

The Association agrees that the appropriate external comparables are the school districts which comprise the Dunn-St. Croix Athletic Conference: Boyceville, Colfax, Elk Mound, Elmwood, Glenwood City, Pepin, Plum City, Prescott, St. Croix Central, and Spring Valley. Although the Association's contends that a comparison with the athletic conference will show that its offer is reasonable, it is believed that only minimal weight should be given to this comparison, particularly with regard to the health insurance issue. The Association points to an inconsistency in the District's reliance on only teaching assistants in the conference schools while it includes other support staff in its internal comparables argument. It is further noted that Boyceville is unique in the athletic conference because it is the only district with separate bargaining units for its support staff employees. Other unionized support staffs are in a "wall-to-wall" unit and are treated similarly in regard to wages, hours, and conditions of employment.

## 2. The District

Although there is a major disagreement between the parties regarding the significance of internal comparability, the District does not

deny that the internal group should be used, however, it is only one factor in the consideration of the final offers.

It is the District's position that an emphasis on the external comparables is reasonable and follows the statutory mandate of Sec. 7(d), which directs the arbitrator to consider the wages, hours and working conditions of other employees performing similar services, that is, teacher aide units in the athletic conference school districts. No consideration should be given to other districts' custodians, cooks, secretaries, or bus drivers.

The District also relies upon certain internal groups as part of its comparable pool, i.e., non-unionized secretaries, non-unionized bus drivers, unionized food service, and unionized custodians. The District questions the Association's decision to exclude a support staff unit, the non-unionized bus drivers, in its internal comparisons while it has included a profession unit, i.e., the teachers.

The District asserts that the teachers should not be included because of the differences between them and the support staff. Unlike support staff, teachers are recruited from a wide geographic area and they are professionals. Several awards by this arbitrator are cited in which such a comparison was deemed not to be relevant because of the disparate nature of the two occupational groups, i.e., the different educational requirements, training and expertise, and responsibilities of teachers and support staff.

In its argument against the Association's heavy reliance on a comparison of teacher aides with the three unionized units (food service, custodians, and teachers), the District points to differences in contract language which have been the result of different bargaining goals for each individual unit. It is asserted that the Association pursued goals other than health insurance in the past while other units negotiated health insurance through the give and take of bargaining.

The District believes that its comparable pool of both external and

internal comparables, with an emphasis on the athletic conference, provides the better foundation for consideration of the parties' final offers.

### 3. Discussion

Both parties present powerful and compelling arguments for their opposite positions on the issue of comparability. It is the responsibility of the arbitrator to determine which of the comparables most nearly comport with the statutory guidelines and are appropriate under the particular circumstances of the matter in dispute.

External comparables. The parties agree that external comparables will come from the Dunn-St. Croix Athletic Conference, however, the District proposes to limit consideration to units of teaching aides in those school districts while the Union includes all support staff, i.e., the districts' custodians, cooks, secretaries and bus drivers. The Union also disagrees with the District as to the importance of the external comparables and urges the arbitrator to place much greater weight on internal comparables.

It is the arbitrator's opinion, and one supported by substantial arbitral precedent, that a determination of the offers regarding wages, hours, and conditions of employment of a particular bargaining unit is best accomplished by a comparison of that unit to other municipal employees performing similar services. In this case, following Sec. 7(d), the comparison would be between Boyceville teacher aides/library assistants and employees performing similar work in the nine conference school districts. (Bold type indicates unionized status):

<b>Colfax</b>	<b>Plum City</b>
<b>Elk Mound</b>	<b>Prescott</b>
<b>Elmwood</b>	<b>Spring Valley</b>
<b>Glenwood City</b>	<b>St. Croix Central</b>
<b>Pepin</b>	

Comparison of the wages, hours, and conditions of employment with other support staffs in the athletic conference, i.e., custodial, secretarial, food service, and bus drivers, is also entitled to consideration pursuant to Sec. 7(e), although in this arbitrator's opinion, it is of lesser import than a

comparison of employees sharing the same job responsibilities.

Internal comparables. The question of the relevance and weight to be afforded to internal comparables is a major issue in this proceeding. The Association argues for internal consistency, noting that all employees in Boyceville are covered by the same health insurance plan (with the exception of the bus drivers), i.e., organized teachers, cooks, custodians, and non-unionized secretaries. It also contends that similarities in contract language among the support staff and with the secretarial handbook are examples of internal consistency. Arbitral precedent is cited for the proposition that while wages between professional and non-professional employees may differ, the issue of fringe benefits for all employees is often treated in a similar fashion (Association Brief, p. 5, quoting Arbitrator Stern; p. 21, quoting Arbitrator Malamud).

It has long been this arbitrator's position that comparisons between professional teachers' bargaining units and support staff in a school district are not appropriate because of the disparate nature of the two occupational groups. The educational requirements, training and expertise, and responsibilities of teachers differ significantly from those of teacher aides even though both groups work directly with students on a school-year calendar. Nothing in the evidentiary record herein leads to a contrary conclusion and, therefore, for purposes of an examination of other Boyceville municipal employees, the teachers' unit will be excluded.

A further question arises as to the comparability of different units of non-professional support staff. In a discussion regarding wages, this arbitrator held that the community of interest in a unit of educational assistants was different from that of a custodial or clerical unit and declined to place weight on such an internal comparison (Middleton School District [Education Assistants]), 12/93. The instant dispute differs somewhat since it is primarily about health insurance, nonetheless the question of community of interest still is important. (It is noted that health insurance

as a benefit does not exist in a vacuum since it is intertwined with that of wages, with the Association proposing a freeze on 1993-94 wage rates in combination with its health insurance offer, and the District declining a wage raise because of a health insurance offer.) However, since both parties agree that reliance on internal comparables is appropriate, differing only in their emphasis on the quantum of weight, the arbitrator will defer to the wishes of the parties and conduct an analysis of the evidence submitted.

A thorough review of the arguments of the parties has convinced the arbitrator that the position of the District on internal comparability is the more reasonable, that is, internal comparability will be accorded lesser weight than the external comparison utilizing the athletic conference school districts' teacher aides. Although the Association's argument is not without merit, and supports its wish for equity among the separate support units, this arbitrator has no authority to apply equitable standards in her decision-making, but must stay within the statutory guidelines.

It is the arbitrator's conclusion that the appropriate internal comparables are all the non-professional support staff units. (Bold type indicates unionized status):

**Bus Drivers**  
**Custodians**  
**Food Service**  
**Secretaries**

#### B. Wages and Health Insurance

Both of the parties have submitted extensive argument and costing information in support of their positions. It appears from these data that wages and health insurance are so intertwined that any attempt to analyze them separately would not result in clarification of the issues. The Union's proposal is for a 3% wage rate increase in 1992-93 plus a one-step increase (red-circled employees would receive a 3% increase). For 1993-94, there would be a freeze on wage rates, but employees would advance on the schedule (red-circled employees' rates would be frozen). According to the Union, the wage freeze is offered as a "sacrifice in order to gain an admittedly valuable



fringe benefit." (Union's Brief, p. 16).

For 1992-93, the District proposes to advance employees one step on the wage schedule and a 4.6% wage increase for red-circled employees. For 1993-94, the District proposes to freeze all wage rates as well as movement on the schedule for all employees. It is the District's position that the implementation of health insurance coverage in 1993-94, as well as its anticipated future costs for the benefit, fully justifies a wage and schedule movement freeze.

The parties do not dispute the fact that a comparison of minimum and maximum wage rates with the comparable school districts will show that Boyceville wages are below the conference average. The Union states that in 1993-94, for example, the conference minimum is \$6.55; the Union's offer of \$6.28 is \$.27 less, the District's offer of \$6.10 is \$.45 less. At the maximum, the conference average is \$8.76; the Union's offer is \$7.67, \$1.09 less, and the District's offer of \$7.45 is \$1.31 less.

The Union notes that while the actual wage increase under its offer is slightly above average, the increases on the wage rates cause the aides to fall further behind their peers. This situation is exacerbated under the District's offer which would cause the aides to fall back even further.

The District points to other conference school districts which froze wage rates when they implemented health insurance increases (Employer Ex. 27). It further argues that in general incomes in Boyceville are low in comparison to incomes in other school districts and that adjusted gross income per capita in Boyceville was the lowest among comparable schools in 1992. In its Brief the District compares both parties' offers to the Conference medians (the Union utilized the arithmetic mean in Ex. 32) for the two years of the contract concluding that the Union's offer is closer to the comparables maximum rates and the District's offer is closer at the minimum wage rates. Because of this outcome, it is not possible to place controlling weight on the external comparability of wage rates. It is sufficient, in the arbitrator's

opinion, to acknowledge that neither offer will significantly change the rank of the Boyceville aides among its external comparables.

Internal wage settlements. Regarding the internal wage settlements, the Association urges the arbitrator to place great weight on wage rate and actual salary increase. Data provided by the parties show that for wages only in 1992-93, the non-union bus drivers and secretaries received 5%, food service, 3%, (custodians had not settled but the offers were only 0.10% apart). The District offer to aides was 5.14%, the Union's 7.69%. Inspection of this data shows that the Association offer exceeds by 2.5% the rate of the other support staff units. In 1993-94 for wages only, secretaries received 5%, bus drivers and food service, 3%, and the offer to custodians was 5.75% (Union) and 5.67% (District). For aides, the Association figure is 3.43% and the District's is zero. Obviously, the Association's offer is closer to that of the settled support staff units. The District argues that the zero percent increase is reasonable in light of the added health insurance benefit in 1993-94.

If this were simply a case where the issue of wages was being treated as a separate issue, this arbitrator would probably rule as she has in the past, that an attempt to achieve consistency in internal wage increases ignores the special essence of each bargaining unit. The instant case is quite different. Here we cannot separate out wages and ignore the fact that great weight has been given by the parties in their bargaining strategies to a combination of wages, step increases, and the acquisition of a new benefit. Because the parties have emphasized the primacy of the health insurance issue, the arbitrator had concluded that the ultimate decision will rest upon which of the offers on health insurance is more reasonable. While wage offers certainly enter into the picture, they do so in a more peripheral manner and in the end the party whose final offer on health insurance prevails will also prevail on the wage issue.

The final offers of both parties include for the first time health insurance coverage for both full-time and part-time school year aides. The

amount of employer contribution is the major element of dispute. Although the Union also has proposed certain eligibility and spousal coverage language which the District has not, these provisions are not controlling in this analysis.

The offers on employer contribution to health insurance premiums are as follows:

	<u>Full-time</u>		<u>Part-time</u>	
	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>
Union	90% (\$445.81)	90% (\$173.23)	\$ = Hours worked/1,350 x 90% of premium	
District	\$302.24 (61%)	115.50 (60%)	\$ = Hours worked/2080 x \$302.40 Family/ x \$115.50 Single	

The 1993-94 premiums are \$495.34 for family plan and \$192.48 for single plan; stated in terms of percent contribution, the District offer is approximately 60%, while the Association's is 90% of coverage. The parties differ significantly in regard to contribution for part-time employees since the Association wishes to use a divisor of 1,350 hours in its calculations versus the District's 2,080 hours.

The need for a quid pro quo. In its argument regarding health insurance the District emphasizes the fact that the Union's proposal is a radical departure from the status quo which it asserts is no health insurance at all. The Union's demand for 90% of coverage is not a modification of the status quo, but rather introduces an entirely new benefit. The District contends that such a major change should be the subject of bargaining and not be imposed by the arbitrator. Arbitral precedent is cited for the proposition that interest arbitration should not be used to expand the rights of either party beyond what they might have achieved through bargaining. The District also argues that if an entirely new benefit is sought, the Union should have proposed a quid pro quo for this change. The fact that the Union has offered a wage freeze for the second year of the contract is not deemed to be sufficient.

The Union argues that its offer to freeze wages for the entire 1993-94

school year in order to purchase health insurance for only three or four months is an adequate trade-off. It is further asserted that in this case both parties are changing the status quo by proposing a new benefit, thus a quid pro quo is not necessary. The Union notes that, in addition to the wage freeze, it has made other concessions sought by the District, i.e., an increase in the length of the probationary period and the modification of subcontracting language. These are the same concessions made by the food service unit which the District outlined in its January 4, 1993 letter to the Union (Union Ex. 15); the Union now argues that despite its trade-off, it has received a lesser health insurance benefit than that given to the cooks.

The arbitrator has considered the arguments of the parties and concludes that the position espoused by the Union regarding a quid pro quo is the more reasonable. This is not a case where the Union has unilaterally proposed a new benefit which the District has rejected at the bargaining table. The parties had met on two occasions and certain stipulations were reached (Union Ex. 4); the resulting final offer contained three major areas of difference, i.e., health insurance, wages, and holidays. The major difference in health insurance involved the percent of employer contribution--Union 90% versus District 60%. Contrary to the District's assertion, the Union is not "seeking to change a longstanding economic relationship by introducing a 90% health insurance contribution for full time employees and pro-rated health insurance for part-time employees." (Employer's Brief, p. 14). From the record the arbitrator can only conclude that a meeting of the minds occurred sometime during bargaining that aides would receive health insurance. All that remains is to determine at what level of contribution that benefit will accrue to the employees. While it is true that this will be a first-time benefit for the Boyceville aides, the arbitrator is not persuaded by the District's argument that the Union has to prove that it has made efforts over the years to obtain the new benefit. Nor does there seem to be a basis for the contention that there must be a gradual implementation of health insurance since there is no

contention of an inability to pay being raised by the District.

The arbitral standard cited by the Employer (Brief, p. 21) simply does not apply to the facts of this case. There is no single moving party attempting to alter the status quo; both parties agree that there is a demonstrated need for the inclusion of health insurance coverage. Since the argument is over approximately a 30% difference in contribution, the appropriate mechanism is to let the market of comparables decide whose offer is the more reasonable.

Based upon the record and discussion above, it is the conclusion of the arbitrator that, under the circumstances of this case, the Union's position is the more persuasive and no specific quid pro quo is required.

Comparison of Boyceville aides with athletic conference aides. A comparison of health insurance coverage of aides in the comparable school districts is found in Employer Ex. 27 and in the District's Brief, p. 17 and Union Ex. 33. These data show a wide diversity of this benefit among the districts including, for example, how determination of eligibility for coverage is made. Of the comparables Plum City does not provide benefits to aides at all. Full-time aides in Prescott must work 1,520 hours in order to be eligible for coverage; since aides generally work only 1,440 hours per school year, it is unlikely that they receive coverage. Part-time employees do not receive health insurance in Elk Mound and Prescott (similar to full-timers, part-time employees must work 1,520 hours to qualify, thus coverage cannot be attained). In Colfax, Elmwood, St. Croix Central, and Spring Valley, part-timers generally are prorated on hours of service divided by 2,080 while Pepin uses 2,088 as the divisor. In Glenwood City, part-time aides receive 75% of the family premium. Spring Valley provides only single coverage based on 2,080 hours for full and part-time employees. The District points out that in both Glenwood City and St. Croix Central employees agreed to a wage freeze in exchange for health insurance.

A comparison of health insurance premiums and employer contribution for

full-time aides in Boyceville District and Association final offers with the athletic conference school districts is shown in Table 1. Where the contract does not specify a dollar amount, as in Colfax, it will not be included in the computation of the median. Despite this omission, the arbitrator takes note of the fact that Colfax does provide its aides, full and part-time, with this benefit. The object of this analysis is to determine how the offers of the Association and the District comport with the median (average) employer cost for health insurance for the primary comparables, i.e., athletic conference aides compared to Boyceville aides. The analysis below will utilize only the classification of full-time aides since these are the majority of Boyceville employees (nine versus two part-timers) and will be the determining factor in a final decision. Dollar amounts are shown rounded to the nearest dollar.

TABLE 1

District	1993-94 Premiums		Full-time Aides	
	Single	Family	Single	Family
Colfax	\$ 205	\$ 494	Contract does not specify	
Elk Mound	179	571	\$ 163	\$ 520
Elmwood	200	477	138	331
Glenwood City	195	467	195	350
Pepin	205	489	205	440
Plum City	183	442	0	0
Prescott	185	456	0	0
St. Croix Central	188	451	188	226
Spring Valley	202	487	140	0
Conference Median	195	477	152	279
Union Offer	193	495	173	446
District Offer	193	495	116	302

These data show that the cost to Boyceville for health insurance coverage for either single or family plan does not deviate significantly from the average of the athletic conference comparables. Comparing the contribution for single plan contribution, the District's offer is \$36 less than the median, while the

Association's offer is \$21 more. The disparities are greater in the family plan contribution, with both parties offers being greater than the median of \$279: the Association's offer exceeds the median by \$167 while the District's is \$23. It is the arbitrator's opinion that the differences shown in the single plan are not of sufficient magnitude to warrant much weight. Of far greater importance is the significant difference between the parties' offers and the median in family plan. The data clearly show that the District's offer reflects the trend of the comparables in terms of contribution, especially when inspection of the table reveals that two out of the eight districts provide no coverage at all, and one provides only single family dollar contribution. It is, therefore, the arbitrator's holding that in a comparison of Boyceville aides to athletic conference aides, the final offer of the District on health insurance contribution is the more reasonable.

Comparison of Boyceville aides with comparable support staffs.

Union Ex. 33 summarizes health insurance data for the Dunn-St. Croix Conference. It is noted that the premium stated for Prescott differs from that cited by the District; it may be a typographical error since it replicates the amounts listed for St. Croix Central. In any event, it deviates by less than \$5.00 in each category and will not affect the outcome of the analysis. Another source of confusion regards St. Croix Central's unit of cooks and aides. This unit is non-organized and the Association has indicated that health insurance is not offered to full-time nine-month employees (Association Ex. 33). The District, addressing aides alone, reports information received directly from district bookkeepers that full-time nine-month aides receive 100% contribution to single plan and 50% of family coverage in exchange for a three-year wage freeze (Employer Ex. 27) . The Association's supporting documents do not illuminate this discrepancy, thus the arbitrator must place reliance upon the District's exhibits.

According to the Association, seven of the nine comparables offer health insurance to their support staff. The bargaining units in the five organized

districts are composed of "wall-to-wall" units, i.e., food service, secretaries, and aides together, and are treated similarly as to benefits such as health insurance. It is only in Boyceville that aides are in a separate bargaining unit and are treated differently than the other support personnel. The Association has taken this specific data on health insurance contribution for cooks and custodians in six of the athletic conference districts and has conducted an analysis of the Boyceville cooks and custodians (Association Reply Brief, p. 4) and has concluded, e.g., that Boyceville exceeded the median by 20%. Having reached that point, it then argues that "If, for example, it could be shown that the food service employees in Boyceville received a greater health insurance benefit than their counterparts in other conference schools, it could be argued that teaching assistants in Boyceville should be treated similarly." The arbitrator is not persuaded by this reasoning which attempts to take an external comparability determination and conclude that for reasons of equity it should be applied internally. The fact that food service workers in Boyceville receive greater and/or different benefits than the similar employees in the conference does not compel a conclusion that this "advantage" must then be applied to Boyceville aides.

The more accurate analysis would reveal that the percent of contributions for family coverage of health insurance shown in the Association's Table ranges from 25% to 91% with a median of 70%. Comparing the District's offer of approximately 60% with the Association's 90% shows that the District's offer more closely approaches the median.

Having reviewed the exhibits, the briefs, and the reply briefs regarding comparison of Boyceville aides with conference support staffs, the arbitrator can find nothing in the record which makes this comparison any more useful than the more limited application of aides to aides proposed by the District. It is therefore concluded that this information does not shed any greater light on the matter than already gleaned and will not be accorded weight in the final selection of one of the parties' final offers.



Internal comparability. The Association's primary comparison is with Boyceville teachers, custodians, secretaries, and cooks who all receive health insurance at greater percent contribution by the employer for single and family plan, full-time nine-month status, than that offered to the aides: Teachers, 93.5%; Custodians, 95%; Secretaries, 100%; and Cooks, 90%. The District questions the Association's exclusion of bus drivers, who do not receive health insurance, and also contends that teachers, as professional employees, are not appropriate for comparison. The arbitrator has ruled, above, to exclude teachers from the internal comparison and to include bus drivers.

Union Ex. 12 shows in table form the health insurance benefits for all units except bus-drivers. Inspection of the data, from a zero percent contribution to bus drivers to 100% for secretaries, shows that the Union's offer is consistent with the benefits already being received by the support staffs. However, that fact does not, in and of itself, guarantee the Association's sought-after wish for internal consistency in the benefit. The District argues that benefits which result from the collective bargaining process (in the case of custodians and cooks), over a period of time, should not automatically be granted to a party in interest arbitration. While the record shows that the Association attempted to make certain concessions during its bargaining sessions, there is much that goes on in the bargaining process which is unique to the parties involved. This arbitrator has long been reluctant to blur the lines between individual bargaining units and say that if a particular benefit or language item is achieved by one unit, it must, de facto, be available to the others. As discussed earlier, the desire for internal consistency, whether by an employer or a union, on the grounds of equity, is not a sufficient rationale in an interest arbitration. While internal consistency in fringe benefits is a worthwhile goal, the arbitrator is without authority to go beyond the considerations set forth in the statutory guidelines--and equitable considerations are not available. Thus,

this arbitrator must conclude that the weight to be given to this factor is minimal and is far outweighed by a comparison with aides in the comparable school districts in the athletic conference.

Based on the entirety of the discussion above, the arbitrator makes the following findings regarding health insurance:

1. The position of the Association that there is no requirement for a quid pro quo is the more preferable.

2. The position of the District that the appropriate external comparable is a comparison of Boyceville School District aides with aides in the school districts of the Dunn-St. Croix Athletic Conference is accepted and given substantial and primary weight.

3. The position of the Association that the appropriate external comparable is a comparison of the Boyceville aides with the athletic conference custodians, cooks, secretaries and bus drivers is rejected and shall receive no weight in the final decision.

4. The position of the Association that the internal comparables should given primary weight in the determination is rejected. While acknowledging that the Union's offer more closely approximates that of the other Boyceville support staffs than does the District's offer, this factor is merits only minimal weight.

Taking all these factors into consideration, the final offer of the District shall prevail on the issue of health insurance.

#### C. Paid Holidays

The Boyceville aides have not had any paid holidays in the past. The Association has proposed granting Thanksgiving Day as a paid holiday while the District wishes to maintain the status quo. The Association argues that the comparables, both external and internal, support its position. The District contends that the Union did not bargain for the addition of a paid holiday but is attempting to gain a substantial change through the arbitration process. Furthermore, it is argued that there has been no offer of a quid pro

quo by the Union for this added benefit.

If the data provided by the parties is viewed in terms of the internal comparables adopted by the arbitrator above, unionized Food Service employees get three holidays and non-union Secretaries get nine. There are no school-year custodians. No information appears to be available as whether non-unionized bus drivers receive paid holidays. In terms of this limited sample, the Association's final offer of one paid holiday more closely comports with the other Boyceville support staff units.

Union Ex. 34a and Employer Ex. 31 show the paid holidays of the nine comparable school districts. These range from none in Colfax, Plum City, and Spring Valley to a high of eight in Pepin. The median is three. Here too the Association's proposal is the closer to the average of the external comparables.

If one were to apply comparability standards in a mechanical way, clearly the Association's position would be preferable. However, to do so would be to ignore the essence of interest arbitration, that is, it should be an extension of the collective bargaining process, not an application of an arbitrator's sense of industrial justice. A careful review of the record leads to the conclusion that the issue of holidays was not brought up during collective bargaining (see, e.g., District Brief, p. 43).

In the discussion regarding health insurance, it was held that a quid pro quo was not necessary because both parties had made offers to modify the status quo with the only real difference being a matter of dollar contribution. Here the situation is quite different with the Union proposing a change to the status quo and, which in the arbitrator's opinion, results in the classic quid pro quo scenario. The test proposed by Arbitrator Malamud in D.C. Everest School District, Dec. No. 24678, February 1988, shall be applied to the facts of this case.

Has the Union shown a need for the change? The District claims that it has not based upon the fact that while some of the comparables do provide

holidays, there has been no evidence of an inability to retain employees in Boyceville. Further the District notes that three of the conference schools do not provide any holidays to aides. The Union argues that the internal and external comparables overwhelmingly support this change. It also points to the minimal cost to the District. The arbitrator is not convinced that the Union has shown a need for this benefit, particularly if one looks beyond comparability, and takes into account that this proposal was never subject to prior bargaining. Certainly the Association has a wish to provide the best possible wage and benefit package for its constituents, but simply put, wishing does not make it so. However, even if we assume that the Union has demonstrated a need, it nonetheless fails to meet the second criterion, that of providing a quid pro quo for the proposed change. This aspect is doubly confounded since, if there was no face-to-face bargaining on this issue, there could have been no opportunity for movement or "horse-trading" on this issue. Arbitral precedent supports the District's position that there should be no fundamental change without voluntary negotiations and that arbitrators should refrain from imposing such a change without exceptional circumstances. In the instant case, there is no evidence that there is a compelling need for such a major change.

The arbitrator finds therefore that the Association's has failed to prove substantial need for the addition of a paid holiday; even assuming that it had, there is no evidence that the Association made any offer to trade-off something for this new benefit. The position of the District on the addition of a paid holiday is the more preferable.

#### V. CONCLUSION

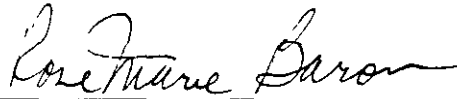
The external comparables utilized in this award were the members of the Dunn-St. Croix Athletic Conference: Colfax, Elk Mound, Elmwood, Glenwood City, Pepin, Plum City, Prescott, St. Croix Central, and Spring Valley. The internal comparables relied upon were Boyceville Bus Drivers, Custodians, Food Service, and Secretaries. As discussed above, the issue of health insurance and wages

and the matter of a paid holiday have been decided in favor of the District.

VI. AWARD

The Final offer of the Boyceville Community School District, along with the stipulations of the parties, shall be incorporated into the parties' written Collective Bargaining Agreement for 1992-93 and 1993-94.

Dated this 21st day of February at Milwaukee, Wisconsin.

A handwritten signature in cursive script that reads "Rose Marie Baron". The signature is written in dark ink and is positioned above a horizontal line.

Rose Marie Baron, Arbitrator