



3. modifications proposed by the Union to the parties' contractual job posting provision.

#### STATUTORY FACTORS

The factors which must be given weight by an arbitrator in an interest arbitration proceeding pursuant to Section 111.70(4)(cm) of MERA are:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal 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 employees, including direct wage compensations, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, and 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.

## POSITIONS OF THE PARTIES

### THE UNION

#### 1. 1992-1993 Wage Increase

For the Union, primary wage comparables consist of similar jobs in geographically proximate school districts and other Milwaukee public employment (City of Milwaukee, Milwaukee County, MATC, and MECCA). For the Union, comparable jobs in the "Big Nine" school districts and the State bargaining unit which includes the University of Wisconsin-Milwaukee employees are secondary comparables only. It rejects comparisons with Marquette University, a private sector employer, and it concludes that there is no history of like or identical wage settlements forming an internal pattern which would be entitled to consideration in this proceeding.

The Union believes that external comparables strongly support its wage offer. The Union is critical of the Employer's methodology in selecting its suburban comparables and the Employer's failure to provide an identification for all individuals completing its survey. It is particularly critical of the classification comparisons made by the Employer because the Union believes there are numerous instances in which the Employer selected inappropriate job classifications for comparisons and rejected appropriate job classification comparisons. It also believes that its exhibits and comparisons covering wage rates for City, County, MATC, and MECCA employees are more accurate than the Employer's exhibits. For example, the Employer incorrectly identified MECCA's part-time (lower paid) Cleaning Person as comparable to BSH I instead of the full-time Cleaning Person classification which the Union believes is the appropriate comparable.

Turning to internal comparables, the Union contends that the Employer's distinction between its certificated and classified units "has been recognized most often in the breach." The Union argues that there is no history of like or identical wage settlements even among the Employer's classified employees' units. Looking exclusively at the classified units and making a three year comparison, the Union points to an adverse disparity in treatment for this unit. It thus concludes that internal comparables, as well as external comparables, support its 1992-

1993 wage offer.

The Union next argues that the three year total CPI for the Milwaukee metropolitan area of 10.7% supports the Union's wage offer since the three year total wage increase for this unit under the Union's offer is 10% while the three year total under the Employer's offer is only 8.5%. It points out that the Employer's CPI data are national averages instead of the more appropriate specific data for the Milwaukee metropolitan area which the Union has used. It also questions the validity of the Employer's costing of the total packages because it is probable that not all health insurance savings were taken into account while at the same time the costs of step increases were overstated by ignoring unit turnover.

Finally, the Union contends that the Employer's lower wage increase is not justified by the unit's fringe benefit package which is at best average in comparison with external comparables and when the unit's 5% health insurance contribution for 1992-1993 is taken into account.

For all these reasons, the Union concludes that the statutory factors support its final 4% 1992-1993 wage offer.

## 2. Dental Insurance Contribution

The Union notes that all of the Employer's bargaining units, including this unit, have had dental insurance for a significant period of time. There has also been a history of employee contribution for such insurance and both final offers (except for the "pre-paid" plan in 1992 when the Employer's flat dollar contribution equals the entire premium) provide for employee contributions. The Union believes that its offer for contributions for dental insurance which is expressed in terms of a percentage of premium (the Employer paying 97.4% for the single indemnity plan, 93.9% for the family indemnity plan, and 95% for the single or family prepaid plan) is preferable to the Employer's offer which expresses the Employer's contribution in dollar terms (\$10 per month for a single plan and \$35 per month for a family plan) because the Union's offer is supported by both external and internal comparability data.

Using the Employer's survey of suburban school districts, the Union concludes that almost all provide some form of dental insurance. Some do not require any employee contribution and, where an employee contribution is required, it is generally a percentage or a capped employee contribution (in contrast to the Employer's offer which is a capped Employer contribution). In the one example where there is a capped school district contribution, the required employee contribution is significantly less than the contribution required in 1993-1994 under the Employer's offer. In

addition, all the comparable taxing units provide dental insurance with a "trend" toward a capped employee contribution for family coverage.

In the Union's view, internal comparability also supports the Union's offer. According to the Union, the majority of the Employer's non-supervisory bargaining units provide for dental insurance contributions on a percentage basis. Further, although the Educational Assistants' bargaining unit contract provides for a capped dollar Employer contribution, there is an additional contractual provision which adjusts the Employer contributions if the dollar contributions (\$12 per month for a single plan and \$38 per month for a family plan) do not reflect 93.9% of the family premium and 97.4% of the single premium.

In addition to external and internal comparability data which the Union believes is sufficient support for its offer, the Union emphasizes that the level of employee contribution required by the Employer's offer in 1993-1994 may make dental insurance unaffordable for some bargaining unit members since members of this unit are at the lower end of the wage scale. Further, the Union argues that the its agreement to a 3% wage increase for 1993-1994 is a sufficient quid pro quo for its dental insurance contribution offer both because an increase of 4% or more would have been justified for 1993-1994 and because the three year "lift" which most other bargaining units of the Employer have exceeds the three year "lift" provided under either party's wage offer.

The Union concludes by pointing out that the cost of its dental insurance proposal is only \$382 for 1992-1993 and \$10,742 for 1993-1994.

### 3. Job Posting

The Union supports its amendment to the parties' contractual language on job posting by arguing that posting for all vacancies (not merely initial vacancies but the "residual" vacancies subsequently created when a unit member successfully bids for transfer due to a posted initial vacancy) is supported by external comparables such as the "Big Nine, unionized Milwaukee suburban school districts, and some internal comparables.

It also points to a number of situations where bargaining unit members did not learn of unposted vacancies, despite the Employer's assertions that "word gets around." Thus, formal job posting for all vacancies is important since posting provides a fairer method for notification to all unit members and protects the principle of assignments based upon seniority.

Finally, the Union disputes that its expanded posting proposal is inefficient and will significantly slow down the

process of filling "residual" unit vacancies. It points to delays in filling vacancies even under the present system and thus sees no significant additional burden caused by implementation of its offer.

#### 4. Union's Conclusion

For all these reasons, the Union concludes that its final offer is more reasonable and should be selected by the arbitrator.

#### THE EMPLOYER

##### 1. 1992-1993 Wage Increase

The Employer argues that its 2.5% wage final offer effective July 1, 1992 through June 30, 1993 is supported by external comparables, internal comparables, cost-of-living data, and total compensation comparisons.

For external comparisons, the Employer looks to the Milwaukee suburban school districts. It contends that the data it has assembled following written communications with nearby school districts and the subsequent evaluation of the responses by the Employer are more reliable than the Union's data which are based upon a telephone survey because the Employer's method permitted it to make more accurate job comparisons. The Employer believes that such comparisons are necessary due to the fact that in the significantly smaller suburban districts a number of job titles and descriptions which may appear to correspond to the work performed by members of this bargaining unit include additional responsibilities which justify greater pay for these increased job duties. The Employer notes testimony by its key supervisor for this bargaining unit that many of the suburban school districts relied upon by the Union do not have any positions comparable to the two positions included in this unit, Building Service Helper I (BSH I) and Building Service Helper II (BSH II).

The Employer rejects the Union's "Big Nine" school district comparisons. It urges that this information be completely ignored since these cities are not part of the Milwaukee labor pool from which the Employer hires workers to perform bargaining unit work.

The Employer also contends that data it has presented from the City of Milwaukee, Milwaukee County, UW-Milwaukee, MATC,, MECCA, and Marquette University support its wage offer (for BSH II). (Except for the City, the Employer finds no comparables among the taxing authorities for BSH I.)

Turning to internal comparables, the Employer first notes that, in bargaining with its thirteen units, it has historically differentiated with regard to wage increases between units

composed of certificated staff and units composed of classified staff. Three units composed of classified employees have settled for 2.5% for 1992-1993 (as well as 3% for 1993-1994). These units are: Educational Assistants (represented by MTEA), Local 950, and Local 1616. Thus there is an established internal pattern for classified employees of 2.5% for 1992-1993. Since the Union has offered no justification to exceed this pattern, the Employer concludes that internal comparability (as well as external comparability) favors its wage offer.

In addition, the Employer argues that cost-of-living data support its wage offer. Using CPI-U data, it points to a two year increase of 6% - 3% from June 1992 to June 1993 and 3% from June 1993 to June 1994. It calculates its wage proposal (including step increments) over the two year contract period as 8.16% and the Union's proposal for the same period as 9.62%. For total compensation, the Employer calculates the two year contract period as 8.31% if the Employer's final offer is selected or 9.67% if the Union's final offer is selected. For the Employer, these total compensation calculations, particularly when compared with the 6% CPI figure, support its conclusion that the Union's package is not reasonable or justifiable.

## 2. Dental Insurance Contribution

The Employer contends that its offer maintaining (for the single plan) and improving (for the family plan) its fixed dollar contribution toward premiums for the two dental plans available to unit members is more reasonable than the Union's offer which specifies percentage dental insurance contributions. It explains that generally the Union's proposed percentage dental insurance contributions cover its certificated employee bargaining units while fixed dollar contributions cover its classified employee bargaining units.

The Employer next argues that the Union has failed to provide a quid pro quo to justify a change to the Employer's established method for making dental insurance contributions. Thus, fixed dollar contributions by the Employer should be continued.

Lastly, the Employer rejects the Union argument that unit members are charged an unreasonable amount for the Employer's dental plans. It notes that its dental program is generally more extensive than those provided by many suburban school districts. Accordingly, the Employer concludes that the record fails to support the Union's dental insurance proposal while the evidence in the record favors its dental insurance contribution proposal.

## 3. Job Posting

Although the Employer states that the wage and dental insurance contribution issues are the primary ones in this proceeding, it also opposes the Union's proposal to require job postings when "residual" as well as initial vacancies occur. It characterizes the Union's posting proposal as "an administrative nightmare" which will cause additional delays and interruptions in the orderly filling of vacancies because filling an initial vacancy from within typically causes from two to five related vacancies. The Employer also believes that the Union's posting proposal is unnecessarily burdensome because openings are already generally known to unit members and they typically file requests in advance for desired transfers. Moreover, there is no similar residual vacancy posting requirement in the Employer's collective bargaining agreement with Local 950 covering employees in school buildings who work most closely with and supervise members of this bargaining unit.

#### 4. Employer's Conclusion

The Employer concludes that its final offer should be selected as the more reasonable one because, as discussed above, the Employer's package is supported by the majority of statutory factors.

### DISCUSSION

#### 1. 1992-1993 Wage Increase

This is the first interest arbitration for this bargaining unit. It is not surprising, therefore, that both the Union and the Employer have devoted much attention in this proceeding to the issue of what are appropriate comparables. In answering this pertinent question in the absence of an agreement by the parties, the undersigned believes that it is useful to make some initial observations about sub-issues which have been raised in regard to the wage issue.

First, the Union has introduced evidence relating to the next "Big Nine" Wisconsin school districts and argues that they are appropriate "secondary" comparables. Such evidence has been used in two prior Employer arbitrations. One involved the MTEA teachers' unit and the other involved a unit of educational assistants also represented by MTEA. The undersigned does not believe, however, that the "Big Nine" school districts are appropriate comparables for wage purposes in this proceeding because the Milwaukee area is the appropriate labor pool for hiring workers for this unit.

Second, both parties rely upon suburban Milwaukee school district data to support their respective final wage offers.



Making significant comparisons can be a most difficult task. Each party vigorously disputes many aspects of the opposing party's suburban school district data. They have serious differences both about which are the appropriate suburban school districts for purposes of external comparability and what are the appropriate job titles and descriptions which correspond to the Employer's BSH I and BSH II job classifications. Each party also objects to the other's methodology in securing information in order to make suburban school district comparisons. Because the Employer's suburban BSH I comparability data provide support for the Union's 1992-1993 wage offer, the arbitrator does not think it is necessary to resolve other aspects of the parties' suburban school district wage comparability dispute.

Third, although the parties have devoted much attention to issues involving suburban school district comparables, the arbitrator believes that comparisons with other Milwaukee employers are entitled to great weight in this proceeding. Accordingly, available appropriate data covering the City of Milwaukee, Milwaukee County, the Milwaukee Sewerage District, MATC, and MECCA will play a very important role in the undersigned's decision. In addition, although the Union argues that private sector comparability information (specifically data relating to Marquette University) should be ignored in this proceeding, the statutory factors governing this arbitration expressly provide that weight be given to relevant data from private as well as public employment and this legislative directive cannot be ignored.

Fourth, also entitled to special weight in this proceeding is a history of internal wage increase comparability, if there is evidence of a consistent pattern in the record. The Employer argues that such a pattern for units of classified employees exists. There is some evidence of patterns of wage increases for classified employees. The evidence is not very strong, however. As of the March 1, 1994 hearing date, only three classified employees' units (Local 950, Educational Assistants, and Local 1616) had agreed to 2.5% for 1992-1993 and 3% for 1993-1994 and there was testimony that Local 950 only agreed to the 2.5% wage increase because it was successful in gaining some very important subcontracting language. This evidence is not sufficient to establish a strong internal pattern which is entitled to special weight.

Fifth, while the parties have presented comparability data covering both BSH I and BSH II positions, the arbitrator notes that the bargaining unit consists of approximately 430 active members. Of the total number, approximately 60 are BSH IIs and the remainder are BSH Is. Because of the large numbers of BSH Is in the unit, the undersigned believes that external comparability data relevant to BSH Is merit greater weight than such data relevant to BSH IIs, where there is a conflict.

Sixth, the Union argues that CPI data for the Milwaukee metropolitan area are more appropriate than the Employer's national urban data in this proceeding. The arbitrator agrees with this point. In addition, the Union argues that it is improper to compare the CPI figures with wage cost increases which also include historically agreed upon step increments. Even if step increments are to be considered, the Union further contends that an appropriate cost reduction needs to be made to take into account the significant number of bargaining unit members who have already reached the top step and the significant unit turnover, particularly in the BSH I position. This latter Union point is more controversial since, as an Employer witnesses stated, the cast forward method of costing which is used by the Employer is a commonly accepted method. While there may be some arbitration cases which turn upon resolving this type of costing method question, such is not the case here where this issue need not be resolved.

Having addressed some of the above sub-issues, the undersigned turns to the merits of the parties' 1992-1993 wage dispute. She believes that several of the Employer's exhibits support selection of the Union's 4% wage increase over the Employer's 2.5% offer. Specifically, City of Milwaukee wages for Custodial Worker I, the Employer designated equivalent of BSH I, reflects a substantially higher wage scale than the Union's offer. In fact, the bottom of the City's wage scale for the 1992-1993 period is in excess of the top of the Union's offer. Also, the corrected wage rate information for the MECCA BSH I comparable using a full-time Cleaning Person rate supports the Union's offer. (For BSH I, the Employer finds no comparable positions in MATC, Milwaukee County, the Milwaukee Sewerage District, UW-Milwaukee, and Marquette University.) For BSH II, the Employer's taxing unit comparables generally support its offer; however, as discussed above, since the bargaining unit consists primarily of BSH Is, the arbitrator gives greater weight to BSH I comparables than to BSH II comparables. (There is no Marquette University comparable for BSH I.) The Employer's suburban school district exhibit covering comparables for the BSH I position which also takes into account shift differentials further supports the Union's 4% offer. Specifically, two of the three school districts which the Employer has identified as ones with comparable positions, Greenfield and Maple Dale/Indian Hills, have 1992-1993 wage rates substantially higher than the Union's offer and the Union challenges the Employer's comparability information provided for the third suburban school district, Glendale/River Hills, as improper since the BSH I comparison is made with a part-time position.

The above external comparability evidence favors selection of the Union's wage offer. As already discussed, the arbitrator believes that this factor is entitled to great weight in this proceeding where there is some, but not consistent, evidence of a

history of internal wage increase comparability. As to the cost-of-living factor, when wages alone are measured against the two year 7.2% CPI increase, the CPI supports the Union's offer. However, when the "cast forward" method of costing is used and step increments are fully factored in, the CPI increase favors the Employer's offer. Since the arbitrator believes that external comparability evidence already discussed is entitled to greater weight in this proceeding because all the pertinent comparables are from the same geographical area which shares the same CPI, she does not regard the Employer's total compensation/CPI argument as more weighty than relevant external comparability data.

## 2. Dental Insurance Contribution

In contrast to the parties' 1992-1993 wage dispute, their dental insurance contribution issue is a less costly dispute - although a vigorously contested one. The Employer wishes to continue its contribution by means of flat dollar amounts while the Union is concerned about possible mid-contract term premium increases and thus proposes a new (for this unit) percentage method. Although arguments favoring internal uniformity for fringe benefits such as insurance have traditionally been given special weight, no internal Employer pattern clearly emerges from this record. Some Employer units have percentage Employer contributions along the lines proposed by the Union while others provide for flat dollar Employer contributions, as proposed by Employer. Still others have hybrids or combinations of both contribution methods. Also percentage figures as well as flat dollar amounts vary from unit to unit. The Employer has offered no explanation as to why it favors a percentage dental insurance contribution for some bargaining units and not for others and why it was willing to agree to a hybrid/combination contribution for several units but not make such an offer to this bargaining unit. It has also not offered any explanation about the variation in amounts contributed. The Employer's external taxing unit comparables also demonstrate no pattern for employer contributions. These external comparables range from a 100% employer contribution (UW-Milwaukee and for one City of Milwaukee plan) to a flat dollar amount employee contribution at MATC and Milwaukee County.

The Employer supports its offer by arguing that the Union has given no quid pro quo for increased Employer contributions while the Union claims that its agreement to a 3% wage increase for 1993-1994 is a sufficient quid pro quo. There appears to be some merit to this Union argument. Moreover, the Employer has failed to explain why it has agreed to the percentage approach for the teachers' and other units while insisting upon a flat dollar amount for this unit. As the Union notes, maintaining dental insurance may be more of an economic burden to members of this unit than to members of other units which receive generous

Employer percentage contributions. (While 1992 differences between the parties' final offers are comparatively small, the 1993 differences are very significant. For example, for 1993 under the Employer's flat dollar contribution proposal, a unit member must pay almost 25% of the Blue Cross/Blue Shield single or family plan premium.)

This issue is a close one particularly because of the unexplained diversity of contribution methods and, regardless of method, the differing amounts of employer/employee contributions for various internal bargaining units and the limited available information about external comparables. On this record, the arbitrator concludes that there is somewhat more support for the Union's position than for the Employer's position.

### 3. Job Posting

While it is understandable that the Employer prefers to continue job posting only for initial vacancies, the Union has presented testimony and arguments pointing out that the Employer's reliance upon word of mouth does not provide all unit members with an equal opportunity to indicate his or her interest in a "residual" vacancy created by a transfer by a unit member to a posted vacancy. The Union has also pointed out significant delays under present posting rules (although the Employer claims these were due to special circumstances). In addition, although the Employer has characterized the Union's proposal as an "administrative nightmare," it appears to be an accepted practice in other large city school districts in Wisconsin. Job posting provides the opportunity for a level playing field for all unit members. Although this added procedure may appear to the Employer to be complicated, there are some expected management benefits as well as employee benefits when employees know that important job decisions are governed by clear written rules and do not give an unfair advantage to those with special information access. After actual experience with these new posting requirements, the Employer will be in better position to evaluate their advantages and disadvantages and know what changes, if any, are needed.

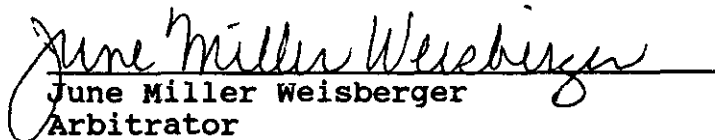
### 4. Conclusion: Final Offer Whole Package

For the above reasons, the arbitrator concludes that the Union's whole package is more reasonable.

AWARD

Based upon the record in this proceeding, including testimony, exhibits, and arguments of the parties, the statutory factors set forth in Section 111.70(4)(cm)7 of MERA, and for the reasons discussed above, the arbitrator selects the final offer of the Union and directs that it be incorporated without modification together with all stipulations of the parties into the parties' 1992-1994 collective bargaining agreement.

Madison, Wisconsin  
June 15, 1994

  
June Miller Weisberger  
Arbitrator

# UNION FINAL OFFER

6. Dental: As per attached.

7. Wages: Effective 7/1/92 a 4% increase across the board on all contract pay rates and increments in effect.

Effective 7/1/93 a 3% increase across the board on all contract pay rates and increments in Appendix A and E as listed in the current contract Salary Schedules.

8. Job Posting language as attached.

## Union Proposal; Modify Dental Insurance.

Part III Section C: All active employees who are eligible for health insurance shall be enrolled in single or family coverage dental insurance (universal coverage). The Board shall pay 93.9% (percent) of the premium for employees with family indemnity dental plan and 97.4% (percent) of the premium for employees for the single indemnity plan. The Board will pay 95% (percent) of the premium for both the family and single prepaid plan.

## Union Proposal:

Modify Part V Section G (2) to read: All Building Service Helper I and II position vacancies will be posted at all schools for a period of seven (7) calendar days. The posting shall contain the job title, hours normally scheduled per day, school name and location, procedure for submitting application (s), and date posting period begins and ends.

Annex "A"

# EMPLOYER FINAL OFFER

Salary Effective 7/1/92 - 2.5%  
Effective 7/1/93 - 3.0%

Modify Part III, Section C, as follows:

All regular employes who are assigned to positions of four (4) or more hours per day or twenty (20) hours per week shall be enrolled in single or family coverage dental insurance (universal coverage). The Board will pay up to thirty-five (\$35) per employe for family dental coverage and up to ten dollars (\$10) per employe for single coverage. The employe's portion of the payment shall be made through regular payroll deductions. The schedule of dental benefits is as follows:

Annex "B"