

EDWARD B. KRINSKY, ARBITRATOR

-----  
In the Matter of Arbitration Between :  
SERVICE EMPLOYEES INTERNATIONAL UNION : Case 26  
LOCAL 150A, AFL-CIO : No. 47715  
and : INT/ARB-6536  
MILWAUKEE BOARD OF SCHOOL DIRECTORS : Decision No. 27847-A  
-----

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller &  
Brueggeman, S.C., Attorneys at Law, by Ms. Marianne  
Goldstein Robbins, for the Union.

Ms. Mary M. Kuhnmuench and Mr. Thomas J. Beamish,  
Assistant City Attorneys, for the District.

On November 22, 1993, the Wisconsin Employment Relations Commission issued an Order appointing the undersigned as arbitrator ". . . to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6. and 7. of the Municipal Employment Relations Act . . ." by selecting the total final offer of the Union or the District.

A hearing was held at Milwaukee, Wisconsin, on February 2 and 4, 1994. A transcript of the proceeding was made. The parties had the opportunity to present evidence, testimony and arguments. Both parties submitted briefs. The Union submitted a reply brief. The District opted not to do so. The record was completed on May 31, 1994.

The dispute involves two issues: wages and dental insurance for the bargaining unit consisting of food service managers, food service trainees, food service assistants, and handicapped children's assistants. There are approximately 1,350 employees in the unit of which 1,150 are food service assistants, all of whom work part time, and there are 130 - 150 handicapped children's assistants (but just 85 full-time equivalent positions). The food service managers are employed full time.

The Union proposes that effective July 1, 1992, all pay rates and increments be increased 4% and that an additional 3% increase be effective July 1, 1993. The District uses the same effective dates but proposes that the increases be 2.5% and 3.0%, respectively. With respect to dental insurance, the Union proposes:

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

The District proposes the following language for dental insurance:

All regular employees 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 employee for family dental coverage and up to ten dollars (\$10) per employee for single coverage.

#### Comparability

The parties disagree about which school districts should be used for purposes of wage and benefit comparisons. The Union proposes as one set of comparables what it calls the "Big Nine Schools." These are the nine biggest districts in the State: Appleton, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Racine, Sheboygan and Waukesha. The City objects, arguing primarily the fact that these districts do not compete for the positions which make up the bargaining unit. The District cites the fact that employees for these positions are recruited locally and are part of the City's classified system and have a within-City residency requirement. The Union does not challenge the District's assertions about the local labor market. It cites the Big Nine as secondary comparables and does so at least in part because in two prior interest arbitration awards involving other bargaining units (School Aides and Teachers), the District has cited the Big Nine schools in its comparisons.

It is the arbitrator's view that the numerous comparisons to school districts in communities adjacent to the District are adequate for drawing conclusions about so-called "external comparables," and thus there is no need to use comparisons with the Big Nine. Moreover, the parties did not submit the prior arbitration decisions as part of the record. Thus, the arbitrator does not know the basis upon which one or both prior

arbitrators utilized the Big Nine comparisons, but he is not persuaded, based upon the record in this proceeding, that they should be utilized.

The parties agree that the following school districts are appropriate as comparables: Brown Deer, Cudahy, Franklin, Greendale, Greenfield, Menomonee Falls, New Berlin, Oak Creek-Franklin, Shorewood, Wauwatosa, West Allis.

The Union also uses Mequon-Thiensville, Nicolet, Slinger, St. Francis, Whitefish Bay and Whitnall for comparisons. There would not seem to be any obvious reason for excluding Nicolet, St. Francis, Whitefish Bay and Whitnall in the comparison group, since they are all located in Milwaukee County. The record does not show specifically which school districts are immediately adjacent to the Milwaukee School District, but those located in Milwaukee County are close enough to be relevant and perhaps in the local labor market. The same is true for the Fox Point-Bayside School District which is included in the District's list of comparables. Mequon is as close to the District as several of the agreed-upon comparables. The District also includes Elmbrook, Germantown and Hamilton as comparables, but the arbitrator is not sure of the rationale for doing so.

For purposes of this proceeding, the arbitrator has decided to use the agreed-upon districts, as well as Mequon, Nicolet, St. Francis, Whitefish Bay, Whitnall and Fox Point-Bayside.

In reaching his decision, the arbitrator is directed by statute to weigh the statutory criteria. In this proceeding there appears to be no dispute, or arguments made, with respect to some of them: (a) lawful authority of the municipal employer; (b) stipulations of the parties; (c) interests and welfare of the public and the financial ability of the District to meet the costs of the final offers; (i) changes in circumstances during the pendency of the arbitration proceedings; (j) other factors normally taken into account in arbitration.

Factor (d) requires the arbitrator to give weight to comparisons of the affected employees' wages, hours and conditions of employment with those of "other employes performing similar services." Factor (e) requires that weight be given to comparisons with ". . . employes generally in public employment in the same community and in comparable communities." The arbitrator will consider these together since it is not always clear which comparisons fall into (d) and which fall into (e).

Making comparisons in this proceeding is somewhat more difficult than is typically the case because there is a great deal of disagreement between the parties about which job classifications should be used. Job titles are different in different jurisdictions, and job responsibilities within titles

vary from place to place. The parties have tried to gather information about other jurisdictions using contracts and surveys (the Union has used a telephone survey, and the District has sent job descriptions with a written survey). It is not clear to the arbitrator that the information received by the parties in their surveys is highly reliable, since the accuracy depends upon each respondent's knowledge of the content of their job classifications, and each respondent's decisions about how those classifications relate to those in Milwaukee as determined either by written job descriptions or information discussed over the telephone. The arbitrator has not attempted to judge the accuracy of these survey responses or to make a judgment about whether the Union's or the District's information is more accurate, since he is not persuaded that he can make such a judgment based upon the survey data presented. Rather, the arbitrator has analyzed the parties' data separately.

What follows is a table from the Union's exhibits showing the percentage increases given to various job classifications where that information was available for both 1992-93 and 1993-94, the years at issue in the present dispute.

(See table on Page 5)

		1992-1993 % Wage Increase	1993-1994 % Wage Increase
Brown Deer	Aides	3.2%	13.8%
Cudahy	EEAs	3.0 - 2.5	6.0 - 5.0
	Cook Help	0 - 4.6	4.2 - 3.5
Franklin	Instructional Aides	3.0	4.7
Greendale	EEA	5.7 - 4.5	6.1 - 4.9
Greenfield	HCAs	5.0	1.1
	Food Service	5.0	4.5
Menomonee Falls	Food Service	5.5	5.5
	Teacher Aides	5.3	4.2
Mequon	Para Aides	4.0	4.5
New Berlin	Special Ed. Aide	4.7	4.72 - 4.77
	Food Service	4.7	frozen
Oak Creek	Cook	7.8	4.86 - 4.0
Shorewood	Paraprofessional Aides	1.2	4.5
	Food Service	4.0	4.5
St. Francis	Teachers Aide	7.2 - 1.4	6.7 -- .67
Wauwatosa	Aides I	5.0	4.0
	Aides II	5.4	4.0
	Cook	2.0	4.0
West Allis	EEAs	2.0	4.0

Where a range is shown, the figures represent the percentage increases for the lowest rate of the classification and for the highest rate of the classification.

These data show that more of these districts gave increases closer to the 4.0% proposed by the Union in 1992-93 than the 2.5% proposed by the District. The combined increases for the two-year period are closer to the Union's offer (4.0 + 3.0) than to

the District's offer (2.5 + 3.0), and in fact most districts gave increases above what the Union has proposed for the two-year period.

Both parties provided information about the dollar amounts and ranges of various classifications. The District provided data for 1991-92 as well, which enables the arbitrator to determine what the relative standing of the District was in relationship to these comparables at the end of the last contract, and how the final offers affect that relative position.

For those districts for which complete data are available for 1991-92, 1992-93 and 1993-94, the arbitrator has constructed tables for Handicapped Children's Assistant (HCA), Food Service Managers (FSM) and Food Service Assistants (FSA) from the District's data.

(See table on Page 7)

Handicapped Children's Assistants

	<u>1991-92</u>		<u>1992-93</u>		<u>1993-94</u>	
Cudahy HCA	\$ 7.99	- 9.42	\$ 8.23	- 9.66	\$ 8.72	- 10.15
Greendale HCA	8.39	- 10.63	8.87	- 11.11	9.41	- 11.65
Greenfield HCA	10.30	- 11.28	10.82	- 11.84	10.94	- 11.97
Menomonee Falls HCA	6.78	- 9.07	7.14	- 9.55	7.44	- 8.96
Oak Creek- Franklin Aides	8.40	- 9.45	8.74	- 9.83	9.03	- 10.03
Wauwatosa HCA	7.20	- 9.40	7.60	- 9.85	7.90	- 10.24
West Allis Ex. Ed. Aide I, II and III	6.22	- 9.72	6.34	- 9.91	6.59	- 10.31
Median =	7.99	- 9.45	8.23	- 9.85	8.72	- 10.24
District Offer (HCA regular)	8.87	- 10.43	9.09	- 10.70	9.37	- 11.02
District Offer above/below median	+ .88	+ .98	+ .86	+ .85	+ .65	+ .78
Rank	2	3	2	3	3	3
Union Offer (HCA regular)	8.87	- 10.43	9.23	- 10.85	9.51	- 11.18
Union Offer above/below median	+ .88	+ .98	+ 1.00	+ 1.00	+ .81	+ .94
Rank	2	3	2	3	2	3

This table shows that at both the minimum and maximum of the HCA range, the Union's final offer results in the same ranking in 1993-94 as existed in 1991-92 in relationship to these comparables. The District's final offer results in the same ranking at the maximum and a drop of one rank at the minimum. Both final offers maintain Milwaukee's ranking above the comparables in terms of dollars above the median, but the Union's final offer maintains that cents per hour difference from the median more closely than does the District's.

A similar table is presented using the Union's HCA data for 1992-93 and 1993-94. The Union did not present data for 1991-92.

Handicapped Children's Assistants

	<u>1992-93</u>	<u>1993-94</u>
Brown Deer Instruct. Aides	\$ 7.07 - 9.55	\$ 8.05 - 10.87
Cudahy EEAs	8.23 - 9.66	8.72 - 10.15
Franklin Instruct. Aides	7.70 - 9.90	8.06 - 10.36
Greendale EEAs	8.87 - 11.11	9.41 - 11.65
Greenfield HCAs	10.82 - 11.84	10.94 - 11.97
Menomonee Falls Aides	7.14 - 9.55	7.44 - 9.96
Mequon Para. Aides	7.96 - 10.47	8.32 - 10.94
New Berlin Special Ed. Aide	10.69 - 11.86	11.20 - 12.42
Oak Creek Aides	8.74 - 9.83	9.03 - 10.03
Shorewood Para. Aides	8.32 - 10.21	8.69 - 10.67

(Table continued on Page 9)



St. Francis Teachers Aide	7.73 - 8.94		8.25 - 9.00	
Wauwatosa Aide	7.60 - 9.85		7.90 - 10.24	
West Allis EEA	6.34 - 9.91		6.59 - 10.31	
Median	7.96 - 9.90		8.32 - 10.36	
District Offer	9.09 - 11.01		9.37 - 11.34	
District Offer above/below median	+1.13	+1.11	+1.05	+.98
Rank	3	4	4	4
Union Offer	9.23 - 11.18		9.52 - 11.51	
Union Offer above/below median	+1.27	+1.28	+1.20	+1.15
Rank	3	3	3	4

It is clear that both offers produce a high ranking relative to the comparables, and that Milwaukee's HCAs are paid substantially above the median of the comparable districts.

The following table uses the District's data for Food Service Manager comparisons where the data were complete for 1991-92, 1992-93 and 1993-94:

(See table on Page 10)

Food Service Manager

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Brown Deer FS Manager	\$13.19	\$13.62	\$14.37
Greendale FS Manager	12.98	13.63	14.12
Greenfield Cook Manager	10.93 - 11.49	11.48 - 12.06	11.72 - 12.32
Menomonee Falls FS Manager	9.71	10.24	10.81
Oak Creek/Franklin FS Manager	11.50	11.50	11.50
Wauwatosa FS Manager	9.80 - 10.40	10.34 - 10.87	10.86 - 11.52

(Because only a few districts show a range, the arbitrator has used only the maximum in the calculations below.)

Median	10.95	11.52	12.72
District Offer	15.19	16.90	17.41
District Offer above/below median	+4.24	+5.38	+4.69
Rank	1	1	1
Union Offer	15.19	17.14	17.65
Union Offer above/below median	+4.24	+5.62	+4.93
Rank	1	1	1

These data show that for Food Service Managers (many of whom are not bargaining unit employees in other districts), both parties' final offers at the maximum rate maintain Milwaukee's top ranking in comparison to the other districts and result in pay which is far above the median paid by other districts. The District's final offer results in a dollar differential above the median in 1993-94 which is closer to the 1991-92 differential than the figure which results from the Union's final offer.

There is no table constructed from the Union's data for Food Service Manager because the Union only included data for bargaining unit positions and, as previously noted, Food Service Managers in many comparable districts are not bargaining unit positions.

As already noted, comparisons between classifications are difficult and this is especially true in the Food Service Assistant classification. In Milwaukee, FSAs rotate through a whole range of duties from cleaning to cooking, unlike most food service workers in other districts. As a consequence the Union views Cooks as the most comparable classification in other districts, while the District views less skilled classifications as more appropriate for comparison purposes.

The following table utilizes data presented by the District where figures were complete for 1991-92, 1992-93 and 1993-94.

(See table on Page 12)

Food Service Assistants

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Brown Deer FSA	\$5.00 - 8.90	\$5.00 - 9.19	\$5.28 - 9.70
Cudahy Food Service Cook Assistant	6.08 - 6.95	6.34 - 7.24	6.63 - 7.58
Greenfield Cook Helper 1 and 2	7.55 - 8.28	7.93 - 8.69	8.10 - 8.88
Menomonee Falls FSA	5.57 - 8.71	5.59 - 9.19	5.57 - 9.70
Oak Creek-Franklin Food Server I - III	7.35 - 9.59	6.13 - 8.69	6.45 - 9.01
Shorewood Lead Worker/Food Service Helper	6.55 - 7.30	6.81 - 7.59	7.12 - 7.93
Wauwatosa FSA	5.55 - 6.15	5.86 - 6.49	6.15 - 6.81
Median	6.55 - 8.28	6.13 - 8.69	6.45 - 8.88
District Offer	6.45 - 8.08	6.61 - 8.28	6.81 - 8.53
District Offer above/below median	-.10    -.20	+.48    -.41	+.36    -.35
Rank	4        5	3        5	3        5
Union Offer	6.45 - 8.08	6.71 - 8.40	6.91 - 8.65
Union Offer above/below median	-.10    -.20	+.58    -.29	+.46    -.23
Rank	4        5	3        5	3        5

Milwaukee's rank among these districts is the same, whether the District's final offer or the Union's final offer is used. Among the eight districts shown (including Milwaukee), Milwaukee's position compared to 1991-92 improves to 3rd place at

the minimum pay rate and stays at 5th place for the maximum pay rate. In relationship to the median pay figures, both the District and Union offers improve Milwaukee's position significantly at the starting rate, and both result in deterioration at the maximum rate, with the District's final offer producing greater deterioration than the Union's final offer.

The Union's exhibits show wage rates for all bargaining unit classifications in food service in each of the comparable districts. The figures in the following table are the beginning rate for the lowest classification, and the highest rate for the highest classification. The arbitrator has not confined his analysis to the Cooks classifications.

Food Service Assistants

	<u>1992-93</u>		<u>1993-94</u>	
Cudahy	\$5.38	8.54	\$5.57	8.90
Franklin	6.06	8.69	6.10	8.74
Greenfield	7.93	12.06	8.29	12.61
Menomonee Falls	5.57	10.24	5.57	10.80
New Berlin	8.85	12.73	8.85	12.73
Oak Creek	6.13	8.69	6.45	7.85
Shorewood	6.81	7.92	7.12	8.70
Wauwatosa	8.71	9.26	9.06	9.63
Median	6.47	8.98	6.79	9.27
District Offer	6.61	8.28	6.81	8.53
District Offer above/below median	+ .14	- .70	+ .02	- .74
Rank	5	8	5	8
Union Offer	6.71	8.40	6.91	8.65
Union Offer above/below median	+ .24	- .58	+ .12	- .62
Rank	5	8	5	8

The final offers of both parties produce the same rankings. There are nine districts shown, including Milwaukee. The parties' offers result in a 5th place ranking at the lowest rate, and an 8th place ranking at the highest rate. There is no data from years prior to 1992-93 to enable a comparison to be made. Both final offers result in wage rates which are slightly above the median figure for the beginning rate, and both final offers result in wage rates which are significantly below the median figure for the highest rate.

The figures in the foregoing tables, looked at in terms of percentage change, clearly favor the Union's final offer. The results are far less obvious when the comparisons are made to employees in other school districts in terms of dollars per hour received.

The Food Service Manager figures support the District's final offer, as there is no apparent reason for the District to increase its differential over the other districts where, at least at the maximum rate, Milwaukee is in first place and far above the median. What tempers that conclusion somewhat is that there are many Food Service Managers in Milwaukee who are not at the top rate, and it is not clear how they compare with comparables at the lower rates. Also, there is a March, 1991 memo in the record which indicates that the District was having a difficult time recruiting and retaining Food Service Managers. If that is the case, there might be greater support for the Union's final offer.

With respect to the HCAs, both offers leave Milwaukee in a favorable position relative to comparable districts, and above the median by a considerable amount. It is not apparent to the arbitrator why the lower rate offered by the District should not be implemented.

The vast majority of the employees in the bargaining unit are in the Food Service Assistant classification. Whether the District's figures are used, or the Union's, there is deterioration in relationship to the median of the comparable districts at the maximum rate and there is no reason offered to suggest why that should be the case. Since the Union's offer results in less deterioration in relationship to the comparables at the maximum rate of the classification, the arbitrator favors the Union's final offer. Also, it takes longer in Milwaukee's rate progression than in many of the comparable districts for employees to obtain the maximum rate, and that would be all the more reason for maintaining comparable wage rates at the maximum of the classification.

In addition to the comparables already considered, the District has presented data for the other public taxpaying units in Milwaukee County. (It has also presented data for the rates

paid by the State of Wisconsin, but the arbitrator does not view those comparisons as being as useful as the data presented below for MATC and Milwaukee County which are local government entities.)

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
<u>Food Service Assistant</u>			
MATC	\$ 7.94 - 11.75	\$ 8.23 - 12.19	\$ 8.50 - 12.58
Milwaukee County	7.59 - 9.87	7.74 - 10.27	7.90 - 10.27
District Offer	6.45 - 8.08	6.61 - 8.28	6.81 - 8.53
Union Offer	6.45 - 8.08	6.71 - 8.40	6.92 - 8.66
<u>Food Service Manager</u>			
Milwaukee County	10.15 - 11.43	10.35 - 11.90	10.56 - 11.90
District Offer	7.90 - 16.49	8.10 - 16.90	8.34 - 17.41
Union Offer	7.90 - 16.49	8.22 - 17.41	8.46 - 17.66
<u>HCA</u>			
Milwaukee County	9.11 - 10.15	9.29 - 10.56	9.48 - 10.56
District Offer (HCA regular + ortho)	8.87 - 10.75	9.09 - 11.01	9.36 - 11.35
Union Offer (HCA regular + ortho)	8.87 - 10.75	9.23 - 11.18	9.51 - 11.51

These data show that for each of the classifications, the District's starting salaries are below those of MATC and Milwaukee County. The maximum rate for Food Service Assistants

is below what is paid by MATC and Milwaukee County. The maximum rates paid by the District for Food Service Manager and HCA are above what Milwaukee County pays.

Both final offers leave the Food Service Assistants' rates for Milwaukee Schools far below the rates paid by Milwaukee County and MATC, comparing 1993-94 with 1991-92, but the Union's final offer reduces that differential somewhat more than does the District's offer.

For Food Service Manager, the Union's final offer narrows somewhat more than the District's final offer the very large differential with Milwaukee County at the starting rate. On the other hand, the Union's final offer increases the already large differential more than does the District's final offer at the maximum rate, where Milwaukee is already paying much more than Milwaukee County.

For HCA, both final offers narrow the differential at the starting rate, compared to Milwaukee County, with the Union's final offer putting Milwaukee Schools slightly above what is paid by Milwaukee County. At the maximum rate, both final offers are above what Milwaukee County pays, and both final offers increase that differential, with the Union's final offer slightly above the Employer's final offer.

Since Food Service Assistants make up the largest number of employees in the bargaining unit, the arbitrator is giving their wage rates greater weight than either the Food Service Managers or HCAs. It is the arbitrator's conclusion based upon the figures presented above that there is somewhat more reason to favor the Union's final offer than the District's final offer when making comparisons with MATC and Milwaukee County.

With respect to the HCAs, the Union argues also that its offer results in maintaining the wage relationship with Paraprofessional Aides, a classification represented by another Union in another bargaining unit. The District argues that there is not, and has not been, such a linkage, and one is not appropriate, given differences in job requirements and certifications. The arbitrator is not making any finding or conclusion about the relationship, if one exists, or its appropriateness. Even if the Union were correct, the arbitrator would not be persuaded that such relationship should determine the outcome of this proceeding, given the vastly greater number of FSAs in the bargaining unit.

It is also appropriate for the arbitrator to consider comparisons with the other bargaining units within the Milwaukee Public Schools. There are ten other bargaining units for which data were presented. One of them is in arbitration, and four others are still in negotiations. Of the remaining units, only



two have settled voluntarily for the two contract years which are in question in this case. One settlement was 2.5% + 3.0%. The other was a split settlement in 1992-93 (2.2% in July + 2.2% in January) + 0.49% in 1993-94.

The other three bargaining units had their 1992-93 wage increases determined by arbitrators as part of two-year contracts (1991-93 and 1992-93). Each of the three received wages for 1992-93 of 4.0% or higher. They have settled voluntarily for 1993-94 with two of them receiving increases of 2.5% and one receiving 3.25% in January, 1993, and 2.74% in July, 1993.

Two of the units which are still in negotiations reached agreement for 1992-93 but not 1993-94. One of the units received 2.3% in July, 1992 + 2.3% in January, 1993. In the other unit, the figures for the same period are 2.5% and 2.5%.

These settlements do not demonstrate a consistent pattern which the arbitrator feels needs to be followed in the present case. This conclusion does not change even if the analysis is confined to the so-called "classified" units, as the District urges. If the non-classified units are eliminated, then there is only one unit that has settled voluntarily on the terms offered by the District in this proceeding. There are three other classified units which received 1992 wage increases of 4.0% or more through arbitration.

It is the arbitrator's view that the internal comparisons for 1992-93 and 1993-94 thus far are somewhat closer to the Union's final offer than to the District's final offer. If the arbitrated settlements are not considered, there are not enough settlements from which to draw any inference about the settlement pattern.

The arbitrator is directed by factor (f) to consider comparisons with ". . . other employes in private employment in the same community and in comparable communities."

The Union did not present any private sector data. The District presented data from two local nursing homes, for comparisons with HCAs. For FSA comparisons it presented data for three nursing homes, a fast-food restaurant and a food service. For all of these comparisons there were no job descriptions presented, just data showing hourly wage ranges for 1993-94. All of these comparisons demonstrated that the District pays considerably higher wages than are paid by these private employers.

The arbitrator does not know enough about the nature of these private sector job classifications to be able to make any determination about whether the comparisons made by the District are appropriate ones. The Union argues in its brief that they

are not appropriate, given the skills required of the bargaining unit employees which, it believes, are not required in private sector jobs.

The arbitrator is not confident that he has an adequate basis for giving weight to these comparisons in favor of either party's final offer.

The arbitrator is directed by the statute to consider factor (g), the cost of living.

The District presented national Consumer Price Index data showing that from June, 1990 to June, 1991, the period just before the proposed first year of the new Agreement, the index rose 4.7%. From June, 1991 to June, 1992, it increased 3.0%. The District views its offer as being greater than the increase in the cost of living if the total cost of the offers are considered. The District calculates its first year total package offer as a 4.97% increase, and its second year increase as a 4.53% increase. The District calculates the Union's total package offer as being 6.17% in the first year and 4.67% in the second year. The Union did not make total cost calculations.

The Union's emphasis is on the wage increase figures, not total costs. Moreover, it challenges the figures used by the District to calculate the value of increments. The District was unable to replicate its figures because the calculations were lost during some computer operations. There was also a change by the District in its medical insurance plan. The District presented cost figures which the Union questions. The arbitrator is not able to ascertain whether the figures presented are an accurate representation of what the costs of the plan really are. Even if the Union is correct about the costs of increments and the medical plan, it would appear to be the case that both final offers are in excess of the increase in the cost of living.

The Union urges the use of Milwaukee cost-of-living figures, which have been higher than the national figures. It is not clear to the arbitrator that use of the Milwaukee figures would change the analysis. Both final offers are above the change in cost of living, although somewhat less so if the Milwaukee figures are used.

The second issue in dispute between the parties is the dental insurance contribution. In the prior Agreement the District provided a fixed dollar contribution for dental insurance, \$10 for single coverage and \$28 for family coverage. The District's final offer is to maintain the \$10 contribution for single coverage and increase the family contribution to \$35. The Union proposes to change to a percentage contribution arrangement, with the District paying 97.4% of single and 93.9%

family for the self-insured (Blue Cross) indemnity plan, and 95% of both single and family premiums under the prepaid (Care Plus) dental plan.

At current rates, the District's offer would increase the employee's single plan contribution to Blue Cross from \$3.62 to \$3.69, while the Union's offer would reduce it to \$.36. The District's offer would reduce the employee's family contribution from \$19.11 to \$12.64, while the Union's offer would reduce it to \$2.91. For the Care Plus plan, the District's offer would maintain the employee's \$1.65 single contribution, while the Union's offer would reduce it to \$.58. For family, the District's offer would reduce the employee's contribution from \$9.87 to \$2.87. The Union's offer would reduce the employee contribution to \$1.89.

The external comparison data show that one district offers no dental insurance (Shorewood). Others require no premium payment by employees (Brown Deer, Franklin, Greenfield, Mequon and West Allis). One requires employee contributions based upon a dollar formula (Maple Dale/Indian Hill). Some have a percentage contribution formula (Cudahy, Fox Point/Bayside, New Berlin, Oak Creek/Franklin). For many other districts, no data were provided.

It is clear from the above data that among districts which require an employee contribution, more use a percentage formula than a dollar formula.

It should be noted, also, that whether the payment is in percentage or dollar terms, the amount paid monthly by bargaining unit employees for family coverage is considerably more than in some districts (Cudahy, Maple Dale/Indian Hill, New Berlin), but considerably less than in some other districts (Fox Point/Bayside, Oak Creek/Franklin).

Comparisons with other Milwaukee taxing units show that the employee contribution for the bargaining unit is much lower than at MATC or Milwaukee County.

Among other school district units and the other Milwaukee taxing units, where the data show eligibility requirements, Milwaukee Schools is the only one which provides dental coverage eligibility to an employee who works four hours per day. The typical requirement is a weekly requirement, with the minimum hours generally being 20 per week or higher. The Union presented figures which show that despite the low eligibility requirements, only 65% of the unit is eligible for dental benefits, and only 42% of the bargaining unit have the dental coverage.

The comparisons with other units within the Milwaukee Public Schools show that one other unit is still in dispute about dental

premium payments for 1992 and 1993. Of the remaining units, one has settled for the same dollar caps offered by the District in the present case. Only one other unit has a dollar arrangement. There the District's dollar contribution is \$10 single and \$32 family, but if the premiums exceed those dollars, the District will pay 95% of the additional dollars, and the employees will pay 5%. Five other bargaining units have settled with the District on percentage terms.

In comparison to those internal units which have percentage arrangements, the Union's offer is to have the District pay the same percentages, or slightly less, than it pays for the other units for the Blue Cross/Blue Shield plan. For the pre-paid plan, under the Union's offer, the District would pay the same, or a slightly smaller, percentage of the single premium. For the family premium, the Union's offer would result in the District paying the same percentage as it pays in two units, and slightly more than the District pays in three units.

What is clear is that in both the internal and external comparisons there is no uniformity in the arrangements for paying dental premiums.

Both parties have made reasonable offers on dental insurance. The Union has not demonstrated any compelling reason for changing the dollar caps formula which existed in the prior Agreement. As noted above, however, there is nothing unusual about a percentage arrangement, and it is most significant that several other MPS units have it. The District, in choosing to maintain dollar caps, has increased those caps and has lowered the employees' dollar contributions as a result.

The District cites the fact that the Union has not offered a quid pro quo for its offer to change from a dollar to a percentage contribution system. The Union states that its second year wage offer of only 3% is a quid pro quo, as is evident from comparisons with what other units have received for 1993-94 in other districts. There is no evidence in the record that in bargaining, the Union's wage offer was presented as a quid pro quo for changing the method of payment of dental premiums, and the arbitrator does not regard it as such. It is the arbitrator's view, however, that in a situation such as this one, where many other internal units already have an arrangement such as the Union has proposed, and where percentage arrangements are common also among external comparables, there is less need for a quid pro quo than might otherwise be the case.

The statute directs the arbitrator to consider factor (h), total compensation. Aside from the costing figures presented by the District for the two final offers (already mentioned in the cost-of-living section above), there were no total compensation figures provided by either party to allow the arbitrator to make

comparisons with other internal bargaining units, or with external ones. There were some comparison data presented about benefits received in other units, but they were not presented in a way which would allow comparative analysis of their costs or value to employees.

The District urges adoption of its final offer in part because of the generosity of its benefits. The arbitrator is not persuaded, based upon the data in the record, that the benefits provided to the bargaining unit are better than what the District provides for other internal bargaining units, nor can he conclude that they are better, as a rule, than benefits given elsewhere, except perhaps for the reduced eligibility requirements. (The arbitrator also has no basis for knowing whether a greater percentage of bargaining unit employees are covered by the benefits because of the reduced eligibility requirements than is commonly the case in other districts, or in other internal units.) Thus, the arbitrator cannot conclude that the District's benefit package justifies the selection of the District's lower wage increase in 1992-93 rather than the Union's higher offer.

### Conclusion

The statute requires the arbitrator to select one of the final offers in its entirety. This is always a difficult decision where, as here, there are not clear reasons to favor one offer more than the other.

With respect to wages, the arbitrator's decision is based mainly on comparisons with other school districts employing comparable personnel. There is no clear settlement pattern with the District's other bargaining units which, if one existed, might cause the arbitrator to rely more heavily on internal comparisons. The internal comparisons provide as much justification for the Union's final offer as for the District's in the present case.

The external comparisons clearly favor the Union's final offer in percentage increase terms. In dollar terms, the arbitrator believes that the comparisons slightly favor the Union's final offer for the largest component of the bargaining unit (FSA), particularly since the Union's offer results in less deterioration in comparison to the median of the other districts at the maximum rate.

Both final offers appear to exceed the cost-of-living increase, and thus the District's offer would be considered more reasonable based upon that factor. However, the comparison with the cost of living is made after consideration of total package costs. In the present case the arbitrator is not confident about the accuracy of those costs because of lack of clarity about how

increments were calculated and also about the true costs of the District's health insurance arrangements (not discussed in detail above, but an issue in the calculation of total package costs). Also, while the total compensation factor may favor the District in relationship to cost of living, the arbitrator is not able to determine how the District's (or the Union's) final offer compares with the total packages given to other internal and external units.

The arbitrator places more weight on comparisons, which reflect what comparable parties have bargained, than on comparisons with the cost-of-living increase.

Both final offers are reasonable with respect to dental insurance. Percentage arrangements sought by the Union are more common both internally and externally than are the dollar caps which the District proposes to continue. There is no internal settlement pattern which dictates the continuation of dollar caps.

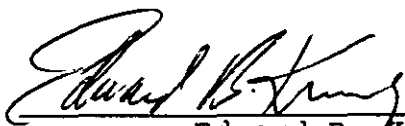
If the dental item stood alone, the arbitrator would probably favor the District's offer, which keeps existing arrangements and improves the benefit in terms of increasing the District's dollar contribution. However, in terms of relative cost and the number of employees directly affected, the wage item is more important than the dental item and thus the arbitrator is attaching more weight to the wage item. The Union's change of the dental arrangements from dollar caps to percentages is not viewed by the arbitrator as being of such significance as to dictate the outcome of this case.

Based upon the above facts and discussion the arbitrator hereby makes the following

AWARD

The Union's final offer is selected.

Dated at Madison, Wisconsin, this 25<sup>th</sup> day of July, 1994.

  
\_\_\_\_\_  
Edward B. Krinsky  
Arbitrator