

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Arbitration of the  
Dispute Between the

Madison Area Technical College  
Teachers' Union, Local 243, AFT, AFL-CIO,  
and  
Madison Area Technical College Board

WERC Case 88  
No. 52916  
INT/ARB 7700  
Dec. No.28553-A

Appearances:

Mr. Jon E. Anderson, Attorney, Godfrey & Kahn, S.C., Madison, WI , for the Employer, and  
Mr. Steve Kowalsky, Staff Representative, Wisconsin Federation of Teachers, AFT, AFL-CIO,  
Madison, WI.

Background:

On March 17, 1995 , representatives of the Madison Area Technical College Teachers' Union, Local 243, AFT, AFL-CIO (hereinafter referred to as the "Union" or the "Employees") and the Madison Area Technical College Board (hereinafter referred to as the "Board," or the "Employer") exchanged proposals on issues to be included in a successor agreement to their 1993 agreement which expired on June 30, 1995. The Association represents all regular full-time and part-time faculty. The Parties met on thirteen occasions and failed to reach an agreement. On July 17, 1995 the Union filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 Wis. Stats. Investigator William C. Houlihan, a member of the WERC staff, conducted an investigation on September 15, 1995 and September 29, 1995, and then advised the Commission that an impasse existed. The parties submitted final offers to the Commission by September 29, 1995. On October 5, 1995 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on December 27, 1995. He conducted a hearing on the matter on April 18, 1996 in Madison, Wisconsin at the College. No transcript of the hearing was taken. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for submitting corrected and additional exhibits and for exchanging briefs and replies, the last of which was received July 8, 1996.

The Issue(s)

The parties are agreed on all items for inclusion in the agreement for 1995-96 and 1996-97 except for two matters. The parties are in dispute over wage rate increases; the Board proposes increases of 3% per cell of the salary structure increase in each of the two years while the Union proposes a three and one-quarter percent (3.25%) increase July 1, 1995 and an additional one-quarter percent (.25%) on Jan. 1, 1996, followed by a three and one-half percent (3.5%) increase July 1, 1996 and an additional one-quarter percent (.25%) on Jan. 1, 1997.

Additionally, the parties propose to make comparable changes in hourly wages for additional duties, substitute teaching, compensation for travel time, and lab and equipment set-up.

The parties disagree as to which set of comparables constitutes the appropriate external comparison group under Section 7.(d.) of the Act against which to measure their respective offers. The Union argues that the primary comparable is the Milwaukee Area Technical College, while the secondary comparison is with Milwaukee Area Technical College, Waukesha Technical College, and Gateway Technical College. The Employer would use all sixteen (16) technical colleges in the State of Wisconsin.

### Cost

The Employer (BX 8, 11) costs the proposals as follows:

	1995-96				1996-97		
	1994-95 Base	Board offer	Union offer	differ -ence*	Board offer	Union offer	differ -ence*
Dollars/ increase	\$19.3m	817,309	891,364	74,055	824,569	982,475	157,906
% increase		4.23%	4.62%	.39%	4.10%	4.87%	.77%
ave./teacher	\$50,669	+\$2145	+\$2340	+\$ 195	+\$2162	+\$2579	+\$ 417
fringe ben. /increase	\$6.52m	235,436	250,877	15,441	287,987	321,376	33,389
Total \$ / increase	\$25.8m	1052745	1142241	989,496	1112556	1303851	191,295
% increase		4.08%	4.42%	.34%	4.14%	4.84%	.7%
ave./teacher	\$67,777	+\$2763	+\$2998	+\$ 235	+\$2920	+\$3422	+\$ 502

\* calculated by the arbitrator

The Union uses the same percentages in its comparisons with increases at Gateway and Milwaukee.

### The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.70 (7) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- a. The lawful authority of the 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 settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding 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 wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally 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 employees, 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.

## Arguments of the Parties

### The Employer

The Employer maintains that its offer of 3% per cell on the schedule results in over 4% increases for faculty each year in terms of wages and in terms of package benefits (\$2145-2920) which is sufficiently generous, and is offered along with tentatively agreed to gains for the faculty such as fewer student-contact days, increased Wisconsin Retirement System contributions, and restrictions on the use of part-time faculty. Its offer provides percentage increases in wages which are more consistent with increases in salary schedules of the other technical colleges in the State of Wisconsin, and maintains its strong wage leadership position and benchmark rankings. These other technical colleges are the appropriate external comparison group. Though it notes that no external comparable group has been definitively determined by arbitral precedent, such decisions suggest statewide consideration. Moreover, the limited comparisons which the Union proposes to make is inconsistent with the Statutory criteria and arbitral practice. Its offer is significantly greater than increases afforded UW-Madison faculty, and is greater than the final offers of both parties in dispute over teachers' salaries in the Madison Metropolitan School District, as well as in those area K-12 districts served by MATC satellite campuses. It exceeds increases afforded State of Wisconsin employees working in the Madison area as well as other area public employees. Finally, it exceeds the cost of living increases and increases of private-sector workers. By all statutory comparisons, namely similar employees (statewide technical colleges), other public employees in the area (UW-Madison, K-12 schools, City of Madison, Dane County, and Federal Government employees), private sector employees, and CPI, the Employer's offer is to be preferred.

The Employer notes the significant presence of other public employees in the Madison area, and particularly wage trends among them. The University of Wisconsin-Madison faculty and academic staff received average increases of 1% in 1995-96, and are slated for 2% increases for 1996-97. One year of the Employer's offer would equal two years of UW increases.<sup>1</sup> Not only are the increases offered the MATC faculty generous by comparison with the UW, but the salary levels are greater as well. The average minimum salaries of Lecturer classifications and Faculty Associate classifications at the UW is \$29,850; under the Board's offer, the average minimum salary of faculty holding a Master's degree (3 lanes) would be \$36,420 at MATC, and the average maximum would be \$57,079. The average minimum salary of UW-Madison faculty at all 4 ranks (Instructor, Assistant Professor, Associate Professor, Professor) was only \$36,625 in 1995-96. All 10 classifications at the UW would have a minimum average of \$32,850.

---

<sup>1</sup>The Arbitrator notes that the UW increases provide no "step" increases, so the Employer's offer for one year would exceed the UW 2 year increase.

The Employer contends that “continuous moderation in the area public sector settlements is also reflected in the series of recent State of Wisconsin settlements,” that “voluntary” settlements with nine (9) of its bargaining units provided lifts of about 3% over the 1996-98 biennium.<sup>2</sup> The Madison Metropolitan School District has offered its teachers 3.8% increases in package costs each year (1995-97), with lifts of .4% and 3%. The Union’s offer is for 6.06% and 3.46% package increases, but with the same lifts; the 7.25% lift over the 2 years offered by the MATC Union is clearly excessive by these comparisons.<sup>3</sup> City of Madison employees (Police, Firefighters, Library, transit, etc.) similarly reached voluntary agreements with the City which in most cases included split increases of 1.5%/1.5% in 1995, with actual dollar increases being about 2.25%. Six of 8 Dane County employee units generally settled on wage increases of 2.75% which resulted from split increases of 2%/1.5%, or a 3.5% lift in 1995. Only one unit, the Attorneys, received significantly more, and this was through an arbitration award which cited external (comparables) factors.

The Employer contends that the appropriate comparison to make under (d.) is with the other Wisconsin technical colleges, and in doing so, the conclusion that is reached is that those settlements are generally in the range of the Employer’s offer. There is no clearly defined set of comparables for the MATC as the result of six (6) incidents of arbitration. Two in 1980 were consent awards. In 1981, Arbitrator Krinsky noted that the parties had agreed to Milwaukee, Gateway, and Waukesha, while the College proposed to include Blackhawk Technical College, but did not provide data for its inclusion. In 1983, Arbitrator Mueller (Dec. No. 19793-A) noted these 5 districts proposed by the Union, but it provided data for others as well while the Employer provided data for all 15 technical colleges; what Arbitrator Mueller considered to be the primary comparables is not determinable. In 1984, Arbitrator Grenig (Dec. No. 21178-A) “placed significant emphasis on the statewide settlements.”<sup>4</sup> He noted the pattern of voluntary settlements among 10 of the 16 VTAE districts which was more consistent with the MATC Union’s offer, rendering an award in its favor. Arbitrator Bellman (Dec.No. 25046-A) noted the District’s use of the 16 VTAE districts and “circuit teachers” for data while the Union used the Southeast 4 districts, but apparently equivocated in revealing which set were relied upon.

The Union’s case justifying its offer under (d.) is flawed. Its reliance on Arbitrator Krinsky’s

---

<sup>2</sup>Employer’s Brief, p. 10.

<sup>3</sup>The arbitrator notes, however, that Arbitrator Nathan chose the MMSD Union’s offer in this case (AAA Case 51 390 00496 95S).

<sup>4</sup>Employer’s Brief, p. 19.

1981 Voluntary Impasse Procedure award does not establish a clear set of comparables proposed by the Union, since subsequent arbiters have not used them, but rather relied on statewide data. Moreover, the statutory criteria (d.) only mandates that MATC faculty wages, benefits, and workings conditions be compared with similarly situated employees, namely, the other 15 districts. The Union's contention that Arbitrator Gilroy (Dec. No. 16356, 1978), in excluding Milwaukee, Madison, and Waukesha from comparison with WWTC (LaCrosse), established those districts as comparables is an incorrect conclusion. First of all, he said they were not comparable because their pay was out of line viz the other technical colleges. He also opined that Milwaukee was in a category by itself. The Union's attempt to link Milwaukee, Madison, and Gateway based on Arbitrator Zeidler's decision (Dec. No. 17168-A, 1980) is incorrect; he primarily compared Gateway to Waukesha, as well as Fox Valley, Moraine Park, Northeast, and Blackhawk (apparently not using Madison and Milwaukee as proposed by the Union) and then noted how Gateway salaries compared to the remaining districts in the state. In other cases cited by the Union to link the Southeast 4 by exclusion from comparisons with districts involved in arbitration proceedings, the merits of comparability of these 4 were not at issue.<sup>5</sup> Finally, the Union's case seems to rest on how its offer compares to the Milwaukee Technical College. One settlement cannot "be the controlling factor in the determination of an interest arbitration dispute."<sup>6</sup> The Employer cites Arbitrators Malamud, Vernon, Slavney, and Yaffe (Dec. Nos. 27272-A, 27408-A, 25841-A, and 24306-A, respectively) as rejecting exclusive reliance on primary comparables when few settlements were available. Besides, Milwaukee is not really comparable to Madison, being much greater in terms of student and teacher counts and property valuations, and has not been used by the parties exclusively in the process of contract determination.

The Employer's offer is to be preferred to the Union's offer because it is more consistent with that of the other technical colleges in Wisconsin in terms of benchmark rankings, salary levels, and dollar increases in salaries. Its percent increase per cell of the schedule offer equals or exceeds 9 of the 12 settlements, and provides an average increase per faculty member which exceeds the comparables' average in percent and dollars in 1995-96. The MATC faculty ranked second among the Wisconsin technical college faculty at the BA Min., BA Max., MA Min., and Schedule Max. Under the Board or Union's offer the faculty will retain their ranks. The MATC faculty had ranked sixth at the BA Min, and eighth at the MA Min. in 1992-93. The 1993-95

---

<sup>5</sup>Arbitrator Gundermann in Dec. No. 18804-A, 1982, Yaffee, in Dec. No. 19868-A, 1983, and Imes, in Dec. No. 28269-A, 1995.

<sup>6</sup>Employer Reply Brief, p. 2.

contract which the parties voluntarily agreed to resulted in a schedule which improved those rankings to second.<sup>7</sup> Salaries of MATC faculty will exceed the average of technical college faculty at all benchmarks under the Employer's offer by large amounts: by \$2800 at the BA Min., \$5766 at the BA Max., \$3525 at the MA Min., \$3818 at the MA Max., and \$6050 at the Schedule Max. by 1996. Moreover, the dollar increases will exceed the average at all ranks in 1995-96, by \$107 at the BA Min., \$210 at the BA Max., \$120 at the MA Min., \$151 at the MA Max., and \$225 at the Schedule Max. In 1996-97 its offer increases salaries more than average at two ranks. While it is less than average at three ranks by small amounts, it is still much closer than is the Union's offer. Moreover, if median salaries are compared to the offers, the Board's offer exceeds the average dollar increase for both years at all ranks.

The Employer's offer provides a 4.23% increase in wages, or \$2,145 per teacher in 1995-96. This is .35% or \$423 greater than the 3.88% /\$1722 average increase of other districts. The Union's offer is .74% or \$618 greater. The Employer's offer provides a 4.1% increase in wages, or \$2,164 per teacher in 1996-97. This is .4% lower, but \$84 greater than the 4.5% /\$2,080 average increase of other districts. The Union's offer is .37% or \$499 greater. The Employer's offer provides a 4.08% increase in total package, or \$2,763 per teacher in 1995-96. This is .11% or \$379 greater than the 3.97% /\$2,384 average increase of other districts. The Union's offer is .45% or \$614 greater. The Employer's offer provides a 4.14% total package increase, or \$2,920 per teacher in 1996-97. This is .28% lower, but \$141 greater than the 4.42% /\$2,779 average increase of other districts. The Union's offer is .42% or \$643 greater. By most all accounts, the Employer's offer is superior to the average, and in the cases of the smaller percent increases, the dollar increases are still higher since MATC salaries are significantly higher. While the Union may object that the District's methodology of doing this costing ("cast forward") isn't actual expenditures, it is the standard, acceptable method of making intra-industry comparisons.

Finally, the Employer calls attention to the settlements and offers in comparison to changes in the Consumer Price Index. The CPI has been increasing at about 2.8% (BX 17). National settlements have been in the range of 2.3%, and one major local private employer settlement (4.5 years) of 4% total package. Faculty at MATC have enjoyed significantly greater increases than the CPI increases, especially when step increases are factored in (BX 18), and will continue to do so under the Board's offer.

---

<sup>7</sup>the Employer indicates that the MATC faculty will gain a second place rank at the MA Max (from third). Waukesha's eventual settlement will return MATC to third place, according to the Union.

## The Union

The Union maintains that its offer is identical in percentage terms to the voluntary settlement of the Milwaukee Area Technical College, its primary comparable, and more consistent with the Madison Area Technical College's secondary comparables, namely, Gateway and Waukesha Technical Colleges. The Union contends that the focus of comparison of should be at the top steps of the schedules, since that is where most faculty are placed. The Union's offer is identical to Milwaukee's percent increase over the two years, and nearly the same as the other settled VTAE district (Gateway, at least at the top step). The Union contends that there is a "tight pattern of percentage settlements between Milwaukee and Madison."<sup>8</sup> The Employer's offer would "bust the pattern" so that Madison would fall 2% behind Milwaukee in the 6-year period, while the Union's offer would nearly keep up. The Employer's offer would result in Madison falling "4.5% behind" Gateway in the 6-year period (4.3%, actually), while the Union's offer would leave Madison 2.8% behind.

In dollar terms, Madison teachers will fall \$903 further behind Milwaukee teachers at the MA maximum step, \$811 further behind at the schedule maximum, and similarly behind at other steps as well if the Employer's offer is accepted. The Board's offer will also result in greater dollar increases for Gateway teachers at the MA and schedule maxima, though it will provide for marginally greater increases at lower steps. The Union asserts that "(G)iven the favorable economic conditions in Madison in relation to comparable districts, there is no rationale for the District's low offer."<sup>9</sup>

Dollar increases under the Union's offer will maintain the pattern of salaries at the benchmarks and will retain the rankings of the 4 technical college districts in southeast Wisconsin. While it is true that under the Board's offer, the benchmark rankings will remain the same, with Madison being second to Milwaukee, and leading respectively Gateway and Waukesha, Madison teachers lose relative ground. In comparing Madison with Milwaukee teachers, the dollar differences will widen from \$1849 to \$2660 between 1994-95 and 1996-97 at the Schedule Maximum while under the Union's offer, it only widens to \$1923. At the MA maximum, the dollar differences will widen from \$3136 to \$4039 while under the Union's offer, it only widens to \$3368. A similar result occurs at other benchmarks. The wage advantage of Madison teachers over Gateway teachers will erode by about \$400 at these benchmarks.<sup>10</sup>

---

<sup>8</sup>Union Brief, p. 5

<sup>9</sup>Union Brief, p. 6.

<sup>10</sup>UX 26, 27. It widens by more than \$300 under the Union's offer, however.



The Union urges the Arbitrator to reject the District's use of the statewide technical college districts for comparison purposes under (d.) since most of these are distant and dissimilar in terms of size, valuation, and so forth. While there is no definitive set of comparables which has been determined through arbitration proceedings or mutual agreement, arbitral precedent points to the use of a limited set such as proposed by the Union. Arbitrator Krinsky accepted the parties' 5 districts in 1981 (the Union's 4 plus Blackhawk, which was not used due to lack of data). The Employer presented argument for the use of the 5 in 1982 in the Mueller decision (No. 19793-A), and it proposed 7 other districts in the Grenig decision (No. 21178-A) in 1984. In 1988, Arbitrator Bellman "made no analysis of comparability" in his decision (No. 25046-A). No arbitrators have used a statewide comparison, and the district has consistently (until this point) proposed a limited pool of comparables.

The Union asks the Arbitrator to reject comparisons with area K-12 teachers. Their "settlements" are constrained by the Qualified Economic Offer rules; preparation and licensure differ as does their respective student populations. Their governing boards differ as well. For these reasons, arbitrators as well as the technical college faculty unions and Boards seldomly use K-12 teachers for comparisons. Similarly, data on salaries of UW-Madison staff provide little basis for comparison due to the variety in staffing and the lack of a salary grid; moreover, the District's use of the "Lecturer" category is adversely selective. If the District insists on comparisons, it should compare MATC faculty to UW-Madison "Professors" (who have salary minima far greater than do MATC faculty).

The Union contends that the comparisons of total compensation shows that its offer is the more reasonable offer as well. "Casting forward" MATC teachers on the Union's proposed schedule will result in a slightly higher increase in total wages, but a lower increase in total package costs than will occur in Milwaukee; MATC teachers also fall substantially short under the Employer's offer by both measures.<sup>11</sup> The Employer's offer is also lower than the wages and total compensation increases at Gateway.<sup>12</sup> The 9.47% increase in total package costs under the Union's offer is an artifice resulting from the costing methodology; the actual cost to the District will be less since turnover savings will result as higher salary teachers retire, and since the

---

<sup>11</sup>Union Brief, p. 10 and UX 32 (revised),

<sup>12</sup>The Union's offer is a greater percentage above Gateway than is the Board's offer below, in both wages and package costs, however. Since the Waukesha Union's offer is less than the Gateway settlement for both years, the Undersigned reasonably infers that the MATC Board's offer would also be closer to whatever would be the settlement for Waukesha.

number of teachers is down by 13.

The Union also addressed the criteria of “interests and welfare of the public...” by documenting the extremely favorable economic circumstances in which the District finds itself in terms of income, employment, property valuation and the low mill rate. Property valuation has increased in Madison at twice the rate as in Milwaukee over the past 3 years. It has grown at a rate even 25% faster than in Waukesha. Its unemployment rate is the lowest in the state, while its median household income is the highest. Arguing for some symmetry with regards to this criteria, the Board should not refuse the Union’s offer when less well-off districts are paying more. Additionally, the lack of interest on the part of the public in holding a hearing on this matter indicates the reasonableness of the union’s offer.

Addressing the criteria of comparisons with other public employees in the same and comparable communities, the union contends that the District has not shown any comparability with other communities, and has not presented sufficiently complete data on hours of work, fringe benefits, working conditions, package settlements, etc. so as to be able to make legitimate comparisons with MATC faculty. Regardless, the data provided refer to differing time periods; thus, comparisons under this criteria should receive little weight, a conclusion with which a number of arbitrators have concurred. Apples should be compared with apples, not oranges.

Addressing the criteria of comparisons with private-sector employees in the same and comparable communities, the union again argues that the District has not shown any sufficiently complete data on hours of work, fringe benefits, working conditions, package settlements, etc. so as to be able to make legitimate comparisons with MATC faculty. Nor has this been done viz other technical colleges and private sector employees in their communities. Again, the data on “hourly” wages for faculty cannot be compared to legitimately hourly-paid employees given that the former have significant extended hours responsibilities for preparation, evaluation, curriculum development, and the like.

The Union contends that the Employer’s use of the nation-wide CPI to argue that its offer is more reasonable is erroneous on two accounts. First, a local index such as the Milwaukee or North Central States index would be more relevant. Second, this factor has already been considered and given appropriate consideration as other districts have settled, and that settlement data supports the Union’s offer as being the more reasonable. The District’s attempt to “trick” the Undersigned by comparing how an employee would move on (an increasing) schedule, receiving increases far surpassing CPI changes is old and “futile” because 1)experience steps have never been considered as part of a cost-of-living raise, 2)it’s irrelevant for the many

teachers who are at the top step of their schedules, and 3) these step increases are common in the comparables.

Pendency considerations also do not weigh in favor of the Employer. While some state employee settlements were offered in evidence by the Employer, these settlements are not genuine, but rather are arbitrarily determined through state politics. These settlements also do not tell the full story since information regarding reassignments, equity adjustments, grid movements, etc. are not included. No matter, they occurred after impasse was reached by the parties, and these same conditions exist in the comparables' districts.

## Discussion and Opinion

The Statute requires the Arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are external (d.), internal (e.), and private sector employees (f.), comparisons based on inflation (g.), and interests and welfare ..and ability to pay (c.). Each of these is considered below as the outstanding issues of this dispute have been analyzed by the Arbitrator. The outstanding issues are first noted, followed by the Arbitrator's analysis of wage levels and increases. Lastly, other factors and other issues are discussed.

The parties are in disagreement about which comparisons to make with MATC faculty. The Employer makes comparisons with all technical colleges, the Union with Milwaukee, and then with Gateway and Waukesha (which isn't settled). The Union focusses on salary comparisons at the schedule maximums while the Employer's data looks at the entire schedule and costs per returning faculty. The Union would use actual costs while the Employer follows the "cast forward" method. The Employer considers not only other technical college districts under (d.) for comparison, but also compares the MATC offers with area public employers, a private employer, and CPI changes, while the Union mainly rests its case on the Milwaukee (and Gateway) settlement comparison, contending that these other factors are subsumed in the intraindustry comparison.

### Comparisons under Sec. (d.)

Under the statutory criteria listed above to which the parties have agreed applies to this case, comparison is not stated to be between similar employees in comparable communities; the issue of comparable communities arises for comparisons under (e.) and (f.). Nonetheless, the parties have made such arguments, and an argument certainly can be made that employees in the same job class in comparable communities may be performing more similar services than would employees in the same job class in less-comparable communities. Careful reading of the

decisions cited (above) by the parties suggests that there are merits to the union's arguments that arbitrators have recognized dissimilarities among the 16 technical college districts. The construction of the Union's set of comparables is not well established, but rather indirect. Arbitrator Rice, for instance, provides perhaps one of the strongest statements in his Lakeshore decision (No. 24832) that there is comparability among the Southeast 4 by putting them in a category separate from the other 11 which he then considers in the case before him. Arbitrators Yaffee and Imes explicitly and implicitly acknowledge this. Milwaukee is considered notably different in some other decisions, while Madison is seen as being somewhat too small to be comparable to Milwaukee and too large for the others.

Date suggests to the arbitrator that there are significant differences among the Technical Colleges in district populations, student numbers, and staffing levels, as well as in students costs, valuations and mill rates (UX 4-19). However, there are five districts within a factor of one (½ to 2 times) in comparison to Madison in terms of size, and then a larger number which are less close. Milwaukee is about 78% larger in district population, 51% larger in terms of students, and 35% larger in terms of teaching staff. Fox Valley, Gateway, Northeast, and Waukesha are somewhat more similar to each other than to Madison, perhaps, though the smallest of these is only 43% smaller in population. The next larger district is 55% smaller, or less than half the size of the MATC district population. These six larger districts also tend to be the highest valuation district, and appear distinct from the remaining ten districts. With the exception of Kenosha, the metropolitan area household income levels of this group also tend to be at the top. Fox Valley and the Union's proposed Districts are contiguous to MATC. Fox Valley is as large as Gateway and larger than Waukesha, and has more students and faculty than either. Northeast has a somewhat larger district and student population and staffing level than Waukesha and thus more similar by these measures, though it is quite distant from Madison. To follow the parties' lead in making comparisons under (d.), the Arbitrator would make primary comparisons between Madison and Milwaukee, Waukesha, Gateway, and Fox Valley, giving some consideration to Northeast, and secondarily consider the remaining technical college districts. Unfortunately in the instant case, only Milwaukee and Gateway have settled contracts which forces greater reliance on the second tier to reveal any general pattern of settlements. The Undersigned agrees with the Employer that exclusive reliance on one or two other settlements would seemingly be inappropriate in interest arbitration.

#### Wage Comparisons: percentage increases

The Union's offer for 1995-97 is identical to the terms for percent per cell increases in the Milwaukee settlement. As indicated above, the Arbitrator is inclined to look at additional evidence of increases accorded other employees. In the "best case" scenario (for the Union)

for comparisons under (.d), using the Southeast 4 technical colleges, the Union's offer is to be preferred only if one were to consider percentage increases at the top step of the salary schedule. Were the Waukesha Board's offer included, the MATC Union's offer would be \$.49 above average, while the MATC offer would fall \$.77 below. Were the Waukesha Union's offer included, the MATC Union's offer would be \$.32 above average, while the MATC offer would fall .94% below.

TABLE 1

Average 1995-97 Salary Increases, Milwaukee, Waukesha, Gateway vs Parties' offers

(if) Waukesha	<u>Top of Schedule</u>		<u>All other cells</u>	
	<u>Board wins</u>	<u>Union wins</u>	<u>Board wins</u>	<u>Union wins</u>
average increase	6.86%	7.03%	6.52 %	6.68%
Union offer (7.35%)	+.49	+.32	+.83	+.67
<u>Employer offer</u> (6.09%)	-.77	-.94	-.43	-.59

Source: UX 29, calculated by the Arbitrator

The effect of the .50 percent increase added to the top of the Gateway schedule is apparent when making the same comparisons for all of the other steps. Whichever party wins in Waukesha, the MATC Board's offer is closer to the average percent increase of all schedule cells of the other 3 Districts given consideration by the Union. Additional consideration of Northeast Technical College (Green Bay), the other large but not contiguous district slightly favors the Employer since the percent per cell increase there is 3.25% (6.6%). Whether to weigh results of comparisons of one portion of the schedule more than the entire schedule would seem to depend on established reasons for doing so, such as evidence of particular problems with the portion in question. The Union in this case simply argues that the top of the schedule is where most faculty are placed. Seemingly comparisons of the ("cast forward") costing of the offers would capture the effects of placements on the schedule.

Consideration of all technical college districts settled for 1995-96 shows that the Board's offer which increases average wages 4.23% exceeds the average of 3.88% (BX 61R). Similarly, the Board's total package increase of 4.08% is just slightly higher than that of the average settled district (3.97%). The Union's offer is almost .4% higher. The 1996-97 settlements on wages, however, are in between the parties' offers, averaging 4.5%, or .4% above the employer's offer and .37 under the Union's offer. The 1996-97 settlements on total package costs, however somewhat favor the Board's offer since it is .28% under average, while the Union's offer is .42% above. The Gateway and Milwaukee wage and total package increases tend to favor the Union's offer by .09% and .36% respectively in 1995-96, and by .33% and .7% in 1996-97 (BX 61R). The addition of Northeast, the other large, settled district would result in the Board's offer

being preferred for wages only in 1995-96 but the Union's package would be .22% closer to the 4.36% average increase. The Board's wages offer would be .34% under the average while the Union's offer would be .43% above. The 1996-97 package offer of the Board would be .25% below, while the Union would be .45% above.

#### Conclusion on comparisons of percentage wage increases

Generally the Employer's offer tends to be more consistent with a broader comparison of percent increases. The Union's offer would be preferred if comparison was limited to Milwaukee, or expanded comparison were made with the settled Southeast 4 and only focussed on the top of the salary schedules. The addition of Waukesha and Northeast, and comparison of the entire salary schedule changes that result. The pattern of wage and package settlements favor the Union when only Milwaukee (and Gateway) are considered; the addition of Northeast makes the Employer's offer closer to the average wage increase of the settled large districts, though the Union's package increase offer is closer in 1995-96 as it is distant in 1996-97. As comparisons are made with the remaining technical colleges in order to "enlarge the sample size", the Employer's offer per cell, total wages, and package is clearly closer to the average in 1995-96, and marginally closer in 1996-97.

The Employer offers additional settlements for the Arbitrator's consideration under criteria (e.) and (f.). The UW is offered for comparison, with wage and salary increases ("settlements") of 1% and 2% in 1995-97. Similar increases ("settlements") were given to other state employees, a large percentage of whom work in the Madison area. Since these are imposed terms rather than settlements, they provide little guidance as to the settlement pattern which would result from changes in economic conditions and the "give and take" of the bargaining process. Similarly, the offers of the Madison Metropolitan School District to its teachers is below the MATC Board's offer, but is constrained by the QEO process. The Arbitrator notes that the MMSD Union prevailed in arbitration, being awarded a two-year package increase .26% greater than the offer of Local 243 in the instant case (though the 2-year wage base increase is only 3.4% per cell), and 1.3% more than the MATC offer. The general pattern of settlements with City of Madison employees is split increases of 1.5%/1.5% during 1995, or 2.25% actual wage increases. Dane County employees generally received split 2%/1.5% lifts in wages (favoring the Union) or 2.75% actual wage increases in 1995 (favoring the Board's offer). No data for other public employees in comparable communities were offered. Within the Madison community, the increases or other employees arguably tend to favor the Employer's offer.

#### Wage Comparisons: wage levels and relative changes in wage levels, 1994-96

The Employer submitted data for comparison of wages between technical college districts. The

Employer contends that the MATC faculty enjoy substantial wage advantages which will grow under its offer, and will be excessive under the Union's offer. The Union contends that the faculty will lose ground at the benchmarks, particularly at the maximums, viz Milwaukee (and Gateway). The Employer provided historical average salaries with differing numbers of districts for 1996-97 and earlier periods depending on available settlements. The Arbitrator constructed Tables 2-4 below in order to ascertain whether MATC faculty gain or lose relative position at the benchmarks from a constant set of districts. Only districts which are settled for 1996-97 are included. Table 2 indicates that MATC benchmark salaries exceed these 8 districts by \$3204 at the BA Min. level, \$5968 at the BA Max., \$3505 at the MA Min., \$4194 at the MA Max., and \$6209 at the Schedule Max. Table 4 shows that the MATC faculty salaries exceeded the average of Gateway and Milwaukee by \$152 at the BA Min. level, \$1612 at the BA Max., \$558 at the MA Min., and \$1206 at the Schedule Max., but were lower by \$414 at the MA Max. Milwaukee salaries exceeded MATC at each benchmark.

Table 3 indicates that under either parties' offers, MATC salaries will exceed the average benchmark salaries by 1996-97. The degree to which they continue to exceed their comparables, and which averages to compare is in contention. At the BA Min. level, the difference will increase by \$98 under the Employer's offer, and \$494 under the Union's offer. At the BA Max., the increases are \$361 and \$988. At the MA Min., the increases expand by \$102 under the Employer's offer and \$539 under the Union's offer. At the MA Max., the Employer's offer reduces the difference by \$167 while the Union's offer expands the difference by \$504. At the Schedule Max., the Employer's offer reduces the difference by \$23 while the Union's offer expands the difference by \$712. Using the expanded set of comparables settled for 1996-97 indicates that the Employer's offer is to be preferred in terms of relative wage increases. Table 4, on the other hand, indicates that MATC faculty lose relative position at some benchmarks by comparison to Milwaukee and Gateway.<sup>13</sup> The BA Min. benchmark would be \$42 less, instead of \$152 more than Milwaukee and Gateway under the Employer's offer. Under the Union's offer, it would increase \$203. The Employer's offer will similarly reduce its BA Max. advantage, but by less than the Union's offer increases it. At the MA Min., the Union's offer is marginally closer to these two districts, while at the MA Max, faculty fall \$642 further behind under the Employer's offer, but would be "behind" by \$39 less under the Union's offer. At the Sch. Max., the MATC faculty advantage slips by \$581 under the Employer's offer,

---

<sup>13</sup>The Union included Waukesha Board Offer data in its exhibits (UX 22-28) in making comparisons with the parties' offers. The Waukesha Board offer is about the same as the MATC Board's offer, while the Waukesha Union's offer is .75% less than the MATC Union offer.

TABLE 2: 1994-95 Benchmark salaries, Districts settled for 1996-97

	BA Min	BA Max	MA Min	MA Max	Sch Max
Gateway	29096	40325	31637	48971	52922
Lakeshore	29180	42454	32353	46652	49841
Milwaukee	31087	51499	34003	54415	57331
Moraine Pk	27206	38942	31064	46712	49927
Nicolet	24365	41230	24365	46227	48227
Northcentral	26887	39823	32277	45852	52320
Northeast	25075	41030	27670	47225	48185
Southwest	23417	37143	25613	40627	42227
sum	216313	332446	238982	376681	400980
average	27039	41556	29873	47085	50123
Madison 2 difference	30243 +3204	47524 +5968	33378 +3505	51279 +4194	56332 +6209

Source: BX 44, computations by the Arbitrator

and gains \$153 under the Union's offer. Inclusion of Waukesha would change these conclusions somewhat in favor of the Employer's offer since its salaries are less than MATC (except at the MA Max), the respective employers' offers are both about 6.1% for the two years, and the MATC Union offer is .75% greater over the 1995-97 period.

Conclusion on Wage Comparisons and wage increases

Analysis of wage comparisons shows that MATC wages tend to exceed that of the average of the technical colleges. They are greater than the remaining Southeast 4 districts, and the average of the other larger 5 districts, but are less than Milwaukee at each benchmark. These differences are historical and the result of the process of collective bargaining, and presumably reflect factors weighed by the participants in that process for many years. Changes in these relationships will result whichever offer is chosen, and the Arbitrator is inclined to choose that offer which changes these relationships the least unless compelling reasons exist for such a change. The Union's offer will retain MATC benchmark salaries in relation to Milwaukee while the Employer's offer will result in a decline of \$538-\$903 at schedule maximums. MATC wage increases proposed by the Board during the 1995-97 period will tend to result in a relative



TABLE 3: 1996-97 Benchmark salaries, Districts settled for 1996-97

District	BA Min	BA Max	MA Min	MA Max	Sch Max
Gateway	30868	43210	33564	52474	56708
Lakeshore	30957	45040	34324	49494	52876
Milwaukee	33385	55309	36617	58441	61573
Moraine Pk	28863	41313	32956	49556	52968
Nicolet	25975	43953	25925	49280	51280
Northcentral	28525	42253	34245	48650	55514
Northeast	26730	43740	29495	50345	51305
Southwest	24963	40922	27305	44761	46411
sum	230266	355740	254431	403001	428635
average	28783	44467	31804	50375	53579
MATC Bd.	32085	50796	35411	54402	59765
difference	3302	6329	3607	4027	6186
(increase)	(+ 98)	(+361)	(+102)	(-167)	(- 23)
MATC Un.	32481	51423	35848	55073	60500
difference	3698	6956	4044	4698	6921
(increase)	(+494)	(+988)	(+539)	(+504)	(+712)

Source: BX 44, computations by the Arbitrator

decline viz the Southeast 4 at the MA and Sch. Max. Benchmarks, and would be considered less reasonable than the Union's offer. At the other benchmarks, the parties' offers are roughly equidistant. Northeast is the remaining large, settled district, though it is not contiguous to MATC. Its benchmark salaries are considerably less than MATC salaries and their increases over the period are less than the Board's offer. Examination of the benchmarks for the 8 technical colleges which are settled for 1996-97 shows that the Employer's offer is clearly preferred, increasing MATC salary differences at 3 benchmarks. Where it marginally reduces them (at the MA MAX and Sch. Max.), the Union's offer is more distant by several hundred dollars. The Union's offer is to be preferred by some measures when comparisons are made with the primary comparables and the Employer's offer is preferred by other measures; when comparisons are made including secondary comparables, the Employer's offer is generally to be preferred.

TABLE 4: Gateway and Milwaukee vs. MATC Benchmark salaries, 1996-97 and 1994-95

District	BA Min	BA Max	MA Min	MA Max	Sch Max
Gateway	30868	43210	33564	52474	56708
Milwaukee	33385	55309	36617	58441	61573
average	32127	49260	35091	55458	59141
MATC Bd. difference	32085 -42	50796 +1537	35411 +321	54402 -1056	59765 +625
MATC Un. difference	32481 +355	51423 +2164	35848 +758	55073 -385	60500 +1359
<u>1994-95</u> difference	+ 152	+1612	+558	-414	+1206

Source: BX 44, computations by the Arbitrator

Other factors and issues

The Employer has argued for an award in its favor based on internal comparisons (e.) The Undersigned notes the Union's objections to comparison of jobs with the UW, City of Madison, Madison Metropolitan School District, and Dane County employees and he would not do so with regard to wage levels in this case. Changes in these levels do not necessarily favor one offer: state employees and the UW is not "settlements" (though this is not a requirement of (e.)); City employees' settlements favor the Employer; County employees' settlements marginally favor the Union; and the MMSD award provides more money than the Union's offer but less lift than the Employer's offer.

The Employer's offer would appear to be preferred based on comparisons with the recent rates of inflation (g.). This factor is a major contention of the Employer that other settlements have reflected the reduced cost of living increases. Coupled with step increases, the faculty have enjoyed salary growth far in excess of living costs. The Union's objections to such conclusions are duly noted. The national price index is no substitute for a good, local index. The BLS does not construct and index for Madison. Such an index is available for Milwaukee and the North Central region and could have been submitted by the Union were they to contravene the conclusions drawn from the national data, but they were not submitted. The Union also forcefully objects to the Employer's comparison of step and cell increases with the CPI because of its selectivity, irrelevance with respect to settlement patterns, and contravention of accepted practice. Nevertheless, at this time, it appears that conventional application of this factor would

favor the Employer's offer. The Undersigned acknowledges that consideration of (g.) can often be subsumed under (d.) where clear conclusions exist to the contrary.

The final consideration in this matter brought to the attention of the Arbitrator is that of the interests and welfare of the public and the financial ability of the local government to pay for the settlement (c.). The Union has argued that "the shoe is on the other foot" in this case in that the Employer has no rational basis for denying the MATC faculty wage increases commensurate with the economic prosperity of the district, especially since other districts far and near are less prosperous and yet will enjoy as much if not greater settlements than is offered by the Board. The MATC district valuations have risen more than the other Southeast 4. Its cost per student is the second lowest and its instructional cost per student is the third lowest of the 16 technical colleges. Unemployment in Madison is the lowest of all metropolitan areas in the state, while household income is the highest. The job and housing market is extremely healthy. The Undersigned would conclude that the ability of the Employer to afford the Union's offer clearly exists, especially when other districts have settled for packages which are not much less, and in some cases greater than the Employer's offer. The package is not likely to halt the robust economy, and may help the MATC continue to contribute to its health. Finally, in recognition of the economics of labor markets and the derived demand for labor and, as a matter of equity, the settlements of such employees should reflect to some degree the economic prosperity (or lack thereof) of the community.

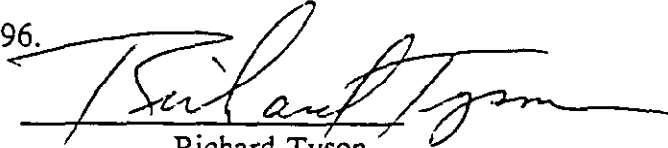
The Arbitrator is to apply the statutory criteria to the instant case. Unfortunately conflicting results arise and he is forced to weigh the importance of each criteria. Comparisons made with similar employees would tend to favor the Employer's offer when it is necessary to include secondary comparables due to a lack of settlements data for the large districts in the MATC area. That which does exist does not necessarily favor the Union's offer, except when Madison is compared to Milwaukee alone. The internal pattern of other public employee settlements is mixed. If more or less imposed wage and salary adjustments are considered, the Employer's offer would more nearly reflect the "pattern." Cost of living considerations would tend to favor the Employer's offer absent more specific data related to Madison. Data regarding settlements with local private sector employees is scant, and not particularly helpful. Financial considerations for the Employer would clearly favor the Union's offer. Since the parties are agreed that this factor is not accorded "greater weight" as required under the new law, the Undersigned would make the following

## Award

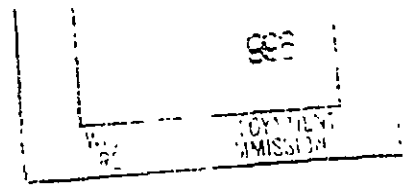
Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.70 Wisc. Stats., it is the decision of the Undersigned that:

The final offer of the Madison Area Technical College, along with those items to which the parties are tentatively agreed is to be incorporated into the 1995-97 Collective Bargaining Agreement between the Madison Area Technical College Teachers' Union, Local 243, and the Madison Area Technical College.

Dated this 7th day of September, 1996.

A handwritten signature in black ink, appearing to read "Richard Tyson", written over a horizontal line.

Richard Tyson,  
Arbitrator



Name of Case: VMATC

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

9/29/95 (Date)      [Signature] (Representative)

On behalf of: Madison Area Technical College District

BOARD OF  
MADISON AREA TECHNICAL COLLEGE DISTRICT

And

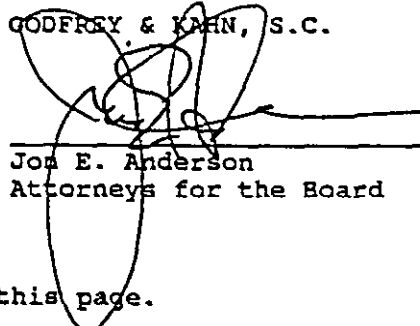
MADISON AREA TECHNICAL COLLEGE  
DISTRICT TEACHERS UNION

PRELIMINARY FINAL OFFER

The Board of the Madison Area Technical College District proposes that all terms and conditions of the 1993-95 collective bargaining agreement between said Board and MATC Teachers Union Local 243, AFT, WFT, AFL-CIO, be continued as the terms of the 1995-97 agreement between said parties except as modified by the signed stipulations of the parties, if any, and the attached proposals.

Dated at Madison, Wisconsin this 29th day of September, 1995.

GODFREY & KAHN, S.C.



---

Jon E. Anderson  
Attorneys for the Board

This offer consists of 6 pages including this page.

# 1995-96 SALARY SCHEDULE

(3% per cell)

Salary schedule Lane Step	G3	G3A	G3B	G4	G4A	G4B
A-3	31150	32414	33673	34379	35362	36335
B-4	32675	33899	35219	35848	36966	38070
C-5	34204	35385	36578	37319	38564	39803
D-6	35723	36869	38012	38797	40170	41541
E-7	37153	38296	39443	40266	41764	43282
F-8	38583	39725	40867	41738	43376	45013
G-9	40012	41151	42298	43206	44977	46746
H-10	41437	42584	43727	44671	46577	48483
I-11	42873	44014	45152	46146	48176	50218
J-12	44293	45438	46583	47624	49780	51955
K-13	45734	47108	48485	49087	51383	53692
L-14	47153	48533	49914	50558	52985	55421
M-15	49316	50719	52115	52817	55409	58022

# 1996-97 SALARY SCHEDULE

(3% per cell)

Salary schedule Lane Step	G3	G3A	G3B	G4	G4A	G4B
A-3	32085	33387	34683	35411	36423	37425
B-4	33655	34916	36275	36924	38075	39212
C-5	35230	36446	37676	38439	39721	40997
D-6	36795	37975	39153	39961	41375	42787
E-7	38268	39445	40626	41474	43017	44580
F-8	39740	40917	42093	42990	44678	46363
G-9	41213	42385	43567	44503	46326	48148
H-10	42680	43862	45038	46011	47974	49938
I-11	44159	45334	46507	47530	49621	51724
J-12	45622	46802	47980	49053	51273	53514
K-13	47106	48521	49940	50559	52924	55303
L-14	48568	49989	51411	52074	54575	57084
M-15	50796	52241	53678	54402	57071	59763

:



Modify language to reflect increase in hourly rates

Page 28 1993-95 Agreement


4. Additional Assignment

a. Addition work days beyond the regular school year shall be compensated at the rate of \$20-06 \$20.66 per hour for the 1993-94 1995-96 and \$20-76 \$21.28 per hour for 1994-95 1996-97. Such additional professional assignments shall be limited to research, curriculum studies, and the writing of new courses.

5. Substitute Teaching

b. Intermittent substitute teaching shall be compensated at the rate of \$20-06 \$20.66 for the 1993-94 1995-96 and \$20-76 \$21.28 for 1994-95 1996-97 per actual period of such substitute instruction.

(rates increased by 3.0%)

 9.29.95

Extra Compensation for Travel Time

When a contractual teacher is required to travel and to teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties; he/she shall be compensated for such travel at the rate of ~~\$11.00~~ \$11.73 for ~~1993-94~~ 1995-96 and ~~\$11.39~~ \$12.08 for ~~1994-95~~ 1996-97 per allocated hour, or portion thereof, for each actual trip according to the following scale, in lieu of a reduction in teaching time.

This compensation shall be in addition to the mileage allowance. The foregoing provision shall not be applicable to visitations with students in the Agri-Business Division or to an instructor specially employed to teach at a multiple teaching location who is required to travel within the District to fulfill his/her assignment.

*{See appendix J}*

One way Travel In Miles	Time Allotment In hours	Amount paid for 1993-94	Amount paid for 1994-95	Amount paid for 1995-96	Amount paid for 1996-97
0-12	None	0.00	0.00	<u>0.00</u>	<u>0.00</u>
13-25	1/2	5.50	5.70	<u>5.87</u>	<u>6.04</u>
26-37	3/4	8.25	8.54	<u>8.80</u>	<u>9.06</u>
38-50	1	11.00	11.39	<u>11.73</u>	<u>12.08</u>
51-62	1 1/4	13.75	14.25	<u>14.66</u>	<u>15.10</u>
63-75	1 1/2	16.50	17.09	<u>17.60</u>	<u>18.12</u>
76-87	1 3/4	19.25	19.93	<u>20.53</u>	<u>21.14</u> - -
88-100	2	22.00	22.78	<u>23.46</u>	<u>24.16</u>
101-112	2 1/4	24.75	25.63	<u>26.39</u>	<u>27.18</u>
113-125	2 1/2	27.50	28.48	<u>29.33</u>	<u>30.20</u>
126-137	2 3/4	30.25	31.25	<u>32.26</u>	<u>33.22</u>
138-150	3	33.00	34.17	<u>35.19</u>	<u>36.24</u>

*JFK*  
*9.29.95*

*(rates increased by 3.0%)*

Modify Laboratory and Shop Equipment Repair Pay language to reflect increase in hourly rates


Page 47 1993-95 Agreement

5. Laboratory and shop equipment shall be maintained in good educational condition for student use. At the mutual agreement for the instructor and District, the instructor shall be paid at the rate of \$14.00 ~~\$14.92~~ for 1993-94 1995-96 and \$14.49 ~~\$14.85~~ for 1994-95 1996-97 per hour for all repair of laboratory and shop equipment. 15.37

6. The teacher shall upon request be provided with a copy of the invoice for the items the teacher requisitions.

7. Any teacher who volunteers to move, set up, or unpack equipment shall be paid \$14.00 ~~\$14.92~~ for 1993-94 1995-96 and \$14.49 ~~\$14.85~~ for 1994-95 1996-97 per hour for hours worked outside the regular workday as approved by the supervisor.

(rates increased by 3.0%)

 9.29.95