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**MAY 9 1979**

**WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION**

IN THE MATTER OF ARBITRATION

BETWEEN

CEDAR GROVE SCHOOL DISTRICT

AND

CEDAR GROVE EDUCATION ASSOCIATION

CASE II NO. 23513 MED/ARB 222

**Decision No. 16689-A**

AWARD OF ARBITRATION

A hearing on the issue involved in the above case as stated below was held on March 14, 1979 in Cedar Grove, Wisconsin before the undersigned arbitrator.

Appearances for the parties were as follows:

Karl L. Monson, Esquire  
122 W. Washington Avenue  
Madison, Wisconsin 53703

FOR THE DISTRICT

Dennis G. Eisenberg, Esquire  
Exec. UniServ Director  
2395 W. Washington Street  
West Bend, Wisconsin 53095

FOR THE ASSOCIATION

All parties were afforded full opportunity to examine and cross examine witnesses and to adduce relevant evidence. Post hearing briefs were received from the parties on April 19, 1979. The Association's consisted of approximately 51 pages while the District's consisted of approximately 60 pages.

Upon the entire record and with due consideration being given to the arguments advanced by the parties, I find as follows:

THE ISSUE

Which final offer of the parties shall the arbitrator select?

BACKGROUND

Beginning in February, 1978 the Cedar Grove School District (hereinafter referred to as the District) and the Cedar Grove Education Association (hereinafter referred to as the Association) met on 12 occasions to reach an accord on a new collective bargaining agreement covering the following employees:

All regular certified teachers employed by the school district.

The District and the Association have been parties to a collective bargaining agreement covering the above employees which expired on July 1, 1978.

The District employs approximately 36 teachers who are in the bargaining unit, 3 administrators, and 4 clericals who are not in the bargaining unit. The District operates four buildings where classes from K to 3, 4 and 5, 6 to 8, and 9 to 12 respectively are taught.

On September 13, 1978 the Association filed a petition with the W.E.R.C. requesting the initiation of Mediation-Arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act (hereinafter referred to as the Act). On November 1, 1978 a member of the W.E.R.C.'s staff, conducted an

investigation which reflected that the parties were deadlocked in their negotiations. During the investigation the parties exchanged their final offers and submitted said final offers as well as a stipulation on matters agreed upon to said investigator, who on November 1, 1978 notified the parties that the investigation was closed and also advised the Commission that the parties remained at impasse.

On November 28, 1978 the Commission ordered that Mediation-Arbitration be initiated for the purpose of resolving said impasse.

On December 19, 1978 the parties advised the Commission that they had selected the undersigned from a panel of 5 names and the Commission on December 20, 1978 appointed the undersigned to mediate-arbitrate the issues in dispute between the parties pursuant to Section 111.70 (4) (cm) 6b of the Act. Notice of this appointment was made public by the District. No petition for a public hearing was received by the W.E.R.C. and as a result thereof and by agreement of the parties mediation was scheduled for March 14, 1979 in Cedar Grove, Wisconsin, and if settlement was not reached the matter would be submitted to arbitration.

On March 14, 1979 the parties and the arbitrator met and after being unable to resolve the impasse in mediation the parties then presented their positions and evidence during the arbitration hearing.

#### THE FINAL OFFERS

The final offers of the parties submitted to the W.E.R.C are as follows:

##### A. The Association's Final Offer

##### FRINGE BENEFITS:

##### Dental Insurance:

The District agrees to provide family and single dental insurance coverage (WEA Insurance Trust Plan I or its equivalent). The coverage will begin September 1, 1979. Coverage will be for a 12 month period for those who complete the term of their individual contract. The Board will pay full single coverage and up to \$18/month for family coverage.

#### FAIR SHARE AGREEMENT

Delete the language in the 1977-78 contract in its entirety. Replace with the following language:

"All of the employes in the bargaining unit are required to pay their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members.

The amount equal to the Association dues will be deducted in as nearly equal amounts as possible from each pay check.

The Association will submit a list of names of those professional employes excluding administrative personnel that do not belong to the Association to the school district administrator by October 1st of each school year.

The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of the change.

The Association shall provide employes who are not members of the Association with an internal mechanism within the Association which will allow those employes to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article (fair share agreement), and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article (fair share agreement) through representatives of its own choosing and at its own expense."

CEDAR GROVE INDEX (4 1/2 x 2%)

STEP	BA	+6	+12	+18	+24	BA+30/MA	MA+6	+12	+18
1	1.000	1.020	1.040	1.060	1.080	1.100	1.120	1.140	1.16
2	1.045	1.065	1.085	1.105	1.125	1.145	1.165	1.185	1.205
3	1.090	1.110	1.130	1.150	1.170	1.190	1.210	1.230	1.25
4	1.135	1.155	1.175	1.195	1.215	1.235	1.255	1.275	1.295
5	1,180	1.200	1.220	1.240	1.260	1.280	1.300	1.320	1.34
6	1.225	1.245	1.265	1.285	1.305	1.325	1.345	1.365	1.385
7	1,270	1.290	1.310	1.330	1.350	1.370	1.390	1.410	1.43
8	1.315	1.335	1.355	1.375	1.395	1.415	1.435	1.455	1.475
9	1.360	1.380	1.400	1.420	1.440	1.460	1.480	1.500	1.52
10	1,405	1.425	1.445	1.465	1.485	1.505	1.525	1.545	1.565
11	1,450	1.470	1.490	1.510	1.530	1.550	1.570	1.590	1.61
12		1.515	1.535	1.555	1.575	1.595	1.615	1.635	1.655
13			1.580	1.600	1.620	1.640	1.660	1.680	1.70
14				1.645	1.665	1.685	1.705	1.725	1.745
15					1.710	1.730	1.750	1.770	1.79
16						1.775	1.795	1.815	1.835

1978 - 79 Base: \$9625

1979 - 80 Base: \$10200

B. The District's Final Offer.

The provisions of the 1977-78 collective bargaining agreement shall remain in full force and effect for the school years of 1978-79 and 1979-80 except as modified by the following final offer of the Board:

1. Duration - July 1, 1978 through June 30, 1980 (i.e. 2 year agreement).
2. Salary Schedule:
  - a. Base - 1978-79 - \$9,500.00
  - b. Increments - 1978-79 - \$390.00
  - c. Lane differential - 1978-79 - \$190.00
  - d. Base - 1979-80 - \$9,900.00
  - e. Increments - 1979-80 - \$420.00
  - f. Lane differential - 1979-80 - \$200.00

The parties submitted a stipulation setting forth the agreements reached prior to impasse which is not reproduced herein since I find it has little or no impact on the final analysis and conclusion reached herein although it has been carefully reviewed and considered especially regarding the Extra-Curricular Pay Schedule and the Fringe Benefits.

The 1977-78 Salary Schedule was as follows:

1977-78 SALARY SCHEDULE

STEP	B.A	B.A.+6	B.A.+12	B.A.+18	B.A+24	B.A.+30	M.A.+6	M.A.+12
1	9,300	9,450	9,600	9,750	9,900	10,050	10,200	10,350
2	9,655	9,805	9,955	10,105	10,255	10,405	10,555	10,705
3	10,010	10,160	10,310	10,460	10,610	10,760	10,910	11,060
4	10,365	10,515	10,665	10,815	10,965	11,115	11,265	11,415
5	10,720	10,870	11,020	11,170	11,320	11,470	11,620	11,770
6	11,075	11,225	11,375	11,525	11,675	11,825	11,975	12,125
7	11,430	11,580	11,730	11,880	12,030	12,180	12,330	12,480
8	11,785	11,935	12,085	12,235	12,385	12,535	12,685	12,835
9	12,140	12,290	12,440	12,590	12,740	12,890	13,040	13,190
10	12,495	12,645	12,795	12,945	13,095	13,245	13,395	13,545
11		13,000	13,150	13,300	13,450	13,600	13,750	13,900
12			13,505	13,655	13,805	13,955	14,105	14,255
13				14,010	14,160	14,310	14,460	14,610
14					14,515	14,665	14,815	14,965
15						15,020	15,170	15,320
16	+175	+175	+175	+175	+175	+175	15,525	15,675

STRS - The District to pay amount equal to 5% of each teacher's salary for the 1977-78 school year.

EVIDENCE

The parties at the hearing submitted into evidence economic and factual data, statistics and other pertinent documents in support of their positions regarding their final offers. At the time of their offer the representatives of the parties

explained and described each exhibit. The Association's exhibits consisted of approximately 135 pages while the District's approximated 68 pages.

I have attempted to carefully read and analyze this evidence with emphasis being placed upon those portions pointed out by the parties in their briefs and have arrived at the findings and conclusions as follows.

The Act provides guidelines for the arbitrator in making his decision. These guidelines state that he shall give weight to the lawful authority of the employer, stipulations of the parties, ability to pay, cost of living, comparisons with other employees in the public and private sector doing similar work, comparisons with other employees generally in comparable communities, and other factors that are normally or traditionally taken into consideration in determining the wages, hours, and conditions of employment in the public and private sectors. In his decision the arbitrator herein has considered all of the above factors wherein evidence was presented by the parties which the arbitrator could consider and weigh as to value.

#### FAIR SHARE

The last contract between the parties contained the following provision:

Those professional employees, excluding administrative personnel, of Cedar Grove-Belgium Area School District, who do not elect to join the recognized bargaining units, are to pay their fair share into a scholarship fund to be administered by the Cedar Grove Education Association.

The amount equal to the Association dues will be deducted in as nearly equal amounts as possible from each pay check.

The Association will submit a list of names of those professional employees excluding administrative personnel that do not belong to the Association, to the School District Administrator by October 1st of each school year.

Professional personnel who during the 1975-76 school year were not a member of the WEA, CGEA and NEA are not affected in any way by this Fair Share Clause.

He is: Thomas Paulson.

The District desires that this provision remain the same for the new contract.

The Association seeks to have the Fair Share provision of the contract read as set forth in its final offer and as set forth previously herein.

It is the contention of the Association that the Fair Share provision in the expired contract is inappropriate and may not conform to the Browne decision.

It is the conclusion of the arbitrator after reviewing the record pertaining to the fair share issue that there is very little difference between the parties and that this difference is one of principal. In the first contract between the parties containing fair share there was a grandfather clause, 4 employees were permitted to remain non-members of the union. Since that time 3 of those employees have become members leaving only one who wishes to remain a non-member leaving 46 out of the 47 as members. It is the feeling of the arbitrator that this is not truly a fair share issue but one in which will decide whether or not a single employee shall be permitted to remain a non-member of the union and contribute to a charity or shall be compelled to pay a fair share. Since the arbitrator is not permitted to decide each issue separately, and since he has stated above that he feels this is a minor issue he shall decide this issue to be part of the total package as set forth hereinafter.

#### FRINGE BENEFITS (DENTAL INSURANCE)

The Association is seeking to have the District add to its contract for the first time a dental insurance program. In support of this contention the Association introduced a document showing that 8 or 9 of the 18 comparable school districts in the 25 mile radius have dental programs covering approximately 2,000 of the 3,000 employees in this area and that the trend in this area is the establishment of this fringe benefit. The Association further contends that the employees herein have not received any new fringe benefits from the District for the past seven years.

It is the position of the District that dental coverage is not a prevailing practice among its comparables and therefore the Associations dental demand is untimely and that this being an economic item placed on top of an already severe salary demand it should be rejected.

In response to the Districts assertion that the dental plan is another financial burden upon the District, the Association states that its proposal puts a ceiling of \$18 for the family plan and \$6.24 for single plan and that it would be in effect for only a ten month period during the second year of the contract, September through July. I have made a careful analysis and comparison of the positions of the parties and conclude that both have very tenable positions and that a decision either way could easily be justified. However since a separate finding regarding this issue is not permitted by statute decision on this issue will be decided as part of the total package as set forth hereinafter.

#### SALARIES

The Association contends that a comparison of the Cedar Grove School District to other school districts within a 25 mile radius is a reasonable one and should be accepted for the following reasons:

- (1) The staff lives within this area, primarily in or near Sheboygan.
- (2) The staff purchases most of the items which the CPI measures within this area.
- (3) The schools used in its comparison are in this area.
- (4) The schools used in its comparison are those in which Cedar Grove students generally compete athletically.

Based on these comparisons the Association contends that Cedar Grove teachers salaries are at the bottom of the groupings.

It is the position of the District that the list of comparable school districts used by it to justify its salary offer is the most appropriate. It is the District's contention that Cedar Grove should be compared to other districts based on several general characteristics:

- (1) School located in small community. (location)
- (2) Students drawn from a predominantly rural area (economic environment).
- (3) District has certain level of student enrollments (enrollments).
- (4) District has a certain level of teaching staff (full-time equivalent teachers).
- (5) There is a certain number of the district population that can be projected as potential students for age groups - 1 (less than one (1) year old) through age 19. (school census).



Therefore by comparing Cedar Grove with districts having similar characteristics, an appropriate comparative group can be established.

Based on the above the District submitted documents showing approximately 21 districts which it claimed were comparable. In addition the District submitted alternative districts and combinations of districts in its comparables based on the above criteria. Based on its comparables the district maintains that their salary offer should be selected.

A considerable portion of both the Association's and District's briefs set forth objections to the other sides comparables stating that they are inaccurate, incomplete, irrelevant and misleading. The District in its brief sets forth an objection that the Board offer was given in a fixed dollar amount for each category while the Association utilizes a percentage of the base for its figures. It must be remembered that while statistical manipulation could point to figures favoring either side it is the duty of this arbitrator to select a final offer based not only on comparisons but on all the criteria as set forth in the statute.

After carefully analyzing all the evidence submitted by both sides regarding comparability I am most impressed by the Association's presentation. If this were the only basis on which the salary issue were to be decided I would be inclined to use the Association's comparability evidence. However, other factors, as set forth below must be considered.

The Association contends that the cost of living has risen so rapidly that even a 12% increase in salary is necessary for the employees herein to stay even. Evidence submitted by the Association indicates that past, present and future estimates will be in excess of 11% and that the cumulative effect of these increases will cause a loss to inflation even if the Association's offer is accepted and that the loss would exceed 28% if the Board's offer is accepted. As the Association stated even the arbitrators fee herein leads to an increase in this cost of living. This is true for all cost increases and it applies not only to the teachers herein but to all employees everywhere.

The Board offered very little evidence to contradict the Association's contention regarding this point and the arbitrator feels that very little could be offered since this is a factor which has entered into the picture in nearly every salary issue. However, as the arbitrator has previously stated this also is only one of the factors which he must consider.

The Board contends that its offer based on its 1977-78 total dollar amount of \$780, 732 is more than adequate. The Association's offer for 1978-79 added \$92,077 (11.8%) while the Board offer added \$58,709 (7.5%). For 1979-80 the Association offer adds \$59,729 to its 1978-79 total (6.96%) while the Board offer adds \$56,084 to its 1978-79 total amount (6.9%). The Board maintains that the difference of \$37,013 over the two year period is a substantial difference and that the District would experience sever economic problems in financing the above increase. In order to meet the increases demanded by the Association the Board maintains that these increases could only be met by cutbacks in other portions of its budget.

The Districts final offer regarding salaries is as follows:

CEDAR GROVE BOARD FINAL OFFER  
78-79

STEP	BA	+6	+12	+18	+24	MA	+6	+12
1	9500	9690	9880	10070	10260	10450	10640	10830
2	9890	10080	10270	10460	10650	10840	11030	11220
3	10280	10470	10660	10850	11040	11230	11420	11610
4	10670	10860	11050	11240	11430	11620	11810	12000
5	11060	11250	11440	11630	11820	12010	12200	12390
6	11450	11640	11830	12020	12210	12400	12590	12780
7	11840	12030	12220	12410	12600	12790	12980	13170
8	12230	12420	12610	12800	12990	13180	13370	13560
9	12620	12810	13000	13190	13380	13570	13760	13950
10	13010	13200	13390	13580	13770	13960	14150	14340
11	13400	13590	13780	13970	14160	14350	14540	14730
12		13980	14170	14360	14550	14740	14930	15120
13			14560	14750	14940	15130	15320	15510
14				15140	15330	15520	15710	15900
15					15720	15910	16100	16290
16	+175	+175	+175	+175	+175	16300	16490	16680

CEDAR GROVE BOARD FINAL OFFER  
79-80

STEP	BA	+6	+12	+18	+24	MA	+6	+12
1	9900	10100	10300	10500	10700	10900	11100	11300
2	10320	10520	10720	10920	11120	11320	11520	11720
3	10740	10940	11140	11340	11540	11740	11940	12140
4	11160	11360	11560	11760	11960	12160	12360	12560
5	11580	11780	11980	12180	12380	12580	12780	12980
6	12000	12200	12400	12600	12800	13000	13200	13400
7	12420	12620	12820	13020	13220	13420	13620	13820
8	12840	13040	13240	13440	13640	13840	14040	14240
9	13260	13460	13660	13860	14060	14260	14460	14660
10	13680	13880	14080	14280	14480	14680	14880	15080
11	14100	14300	14500	14700	14900	15100	15300	15500
12		14720	14920	15120	15320	15520	15720	15920
13			15340	15540	15740	15940	16140	16340
14				15960	16160	16360	16560	16760
15					16580	16780	16980	17180
16	+175	+175	+175	+175	+175	17200	17400	17600

In answer to the above the Association points out that the District has never raised the issue of inability to pay and that as early as September, 1978 the District knew that its budget figures were not adequate and that it could have adjusted its budget when it knew what the Association's demands were. In any event the Association sets forth that there is adequate time for the District to adjust its 1979-80 budget.

Both the Association and the District presented evidence to show where the increases would apply such as to various lanes, steps, longevity, etc. in order to correct various inequities. It is not possible for this arbitrator to determine whether or not various inequities exist in the various lanes, steps, etc. since it is the total salary package which he must consider and the division of that package is to be determined and has been determined by the parties in their final total package offers.

It is the contention of the Association that its offer for 1978-79 of its total package cost is 8.7% and the District's is 4.6%, and that for 1979-80 its total package cost is 7.3% while the District's is 6%. These percentages were submitted by the Association in an exhibit showing the Association's final offer showing the dollar and percentage increase for each step and lane. Neither party contended that the other parties figures or percentages were incorrect or inaccurate.

## ANALYSIS AND CONCLUSION

Having found that the comparability evidence presented by the Association to be more acceptable than the District's, it is necessary to examine the other positions of the parties.

As to the cost of living factor there is no question that inflation has eroded not only the salaries of the Cedar Grove teachers but it has done the same to nearly all other employees in the nation. This however cannot be blamed in any way on the District herein but in any event it is an important factor which must be considered.

With respect to the voluntary pay standards or guidelines it is common knowledge that since they were issued very few contracts in the public and private sector have been below 7% and some of the more recent settlements in the private sector have even exceeded 12%. The Presidential guidelines are voluntary and they must be understood to be just that. To compel one group of employees to be bound by these guidelines while allowing other groups to ignore them would be unfair and unjust. However, it would also be illogical to ignore the guidelines entirely as it would further add to the spiral of inflation.

It is the finding of the arbitrator that based on the record as a whole and with due consideration being given to the evidence presented pertaining to the factors to be considered by the statute I must select the Association's final offer to be preferable to that of the Board. I am not convinced that the additional \$37,000 needed by the District to meet the Association's demands are or will be burdensome or difficult nor do I find, and no evidence was presented to the contrary, that any necessary programs will have to be cut.

From the record I find that the evidence supports the Association's position that the Cedar Grove teacher's are entitled to and deserving of the salaries requested in its final offer.

Although the arbitrator feels that the Presidential wage guidelines must be seriously considered and weighed these guidelines are in this case outweighed by the other factors herein. The burden of supporting other expenditures of the District herein should not fall upon the shoulders of the teachers, especially where

there is no claim of inability to pay.

AWARD

Having considered all the issues in light of the evidence presented, the arguments, and the statutory criteria for decision, the arbitrator has concluded that the Association's position is more meritorious and should be supported. Based on all these factors the final offer of the Association is selected and must be implemented by the District.

Respectfully submitted,

*Edward T. Maslanka*

Edward T. Maslanka, Arbitrator  
7 South Dearborn Street  
Chicago, Illinois 60603

DATED: May 3, 1979