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OCT 26 1979

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Joint Petition To Initiate Mediation-Arbitration Between	:	
SCHOOL DISTRICT OF WEST SALEM	:	Case IV
and	:	No. 24528
WEST SALEM EDUCATION ASSOCIATION	:	MED/ARB-377
	:	Decision No. 17146-A

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Appearances:

Mr. Maynard Carlson, President of the School Board, and Mr. Don Eina, member of the School Board, and Mr. James Larson, District Administrator, appearing on behalf of the School District of West Salem.

Mr. Thomas C. Bina, Executive Director, Coulee Region United Educators, appearing on behalf of West Salem Education Association.

ARBITRATION AWARD:

On August 2, 1979, the Wisconsin Employment Relations Commission appointed the undersigned as mediator-arbitrator, pursuant to Section 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between School District of West Salem, referred to herein as the Employer, and West Salem Education Association, referred to herein as the Association. Pursuant to the statutory responsibilities the undersigned on September 4, 1979, conducted a mediation meeting between the Association and the Employer which failed to resolve the matters in dispute between the parties; and the parties on September 4, 1979, having waived the statutory provisions of Section 111.70 (4)(cm) 6.c. which require written notice from the mediator-arbitrator of his intent to arbitrate, and that the mediator-arbitrator provide a time within which the parties may withdraw their final offer, presented evidence in arbitration proceedings. The parties were present at the arbitration proceedings and were given full opportunity to present oral and written evidence, and to make relevant argument. The proceedings were not transcribed, however, briefs were filed in the matter, which were exchanged by the arbitrator on September 25, 1979.

THE ISSUES:

The impasse reached by the parties in these negotiations occurred as a result of bargaining over a reopener provision in the Collective Bargaining Agreement between the parties, which became effective July 1, 1978, and remains in full force and effect through June 30, 1980. Article XI, A of the parties' Collective Bargaining Agreement now in force provides in relevant part: "The language of this contract shall be closed for the duration of the 2 year agreement and the appendixes will be opened for negotiations for the second year. (1979-80)". Included in the parties' final offers as certified to the Wisconsin Employment Relations Commission were offers from both parties dealing with Appendix A, the school calendar. In the mediation phase of the proceedings the impasse over Appendix A, the calendar, was resolved by the agreement of the parties, and said agreement was signed off by the parties on that date. Consequently, this Award will not deal with Appendix A which was contained in the parties' final offers certified to the Commission, and which has now become part of the stipulations of the parties. The remaining issues at impasse between the parties are set forth in the parties' final offers below:

EMPLOYER FINAL OFFER:

SCHOOL DISTRICT OF WEST SALEM

1979-80

APPENDIX B

<u>Experience</u>	<u>B.A.</u>	<u>+ 8</u>	<u>+ 16</u>	<u>+ 24</u>	<u>M.A.</u>	<u>+ 8</u>
0	\$ 10,475	10,675	10,975	11,275	11,625	11,975
1	10,780	10,980	11,280	11,580	11,955	12,305
2	11,085	11,285	11,585	11,885	12,285	12,635
3	11,390	11,590	11,890	12,190	12,615	12,965
4	11,695	11,895	12,195	12,495	12,945	13,295
5	12,000	12,200	12,500	12,800	13,275	13,625
6	12,330	12,530	12,830	13,130	13,630	13,980
7	12,660	12,860	13,160	13,460	13,985	14,335
8	12,990	13,190	13,490	13,790	14,340	14,690
9	13,320	13,520	13,820	14,120	14,695	15,045
10	13,650	13,850	14,150	14,450	15,050	15,400
11		14,180	14,480	14,780	15,405	15,755
12			14,810	15,110	15,760	16,110
13				15,440	16,115	16,465
14					16,470	16,820
15						17,175

- A. Teachers beyond M.A. & 15 with 16 years, or more, experience, will receive the M.A. base increase plus an increment of \$300.00. In the event the cumulative vertical increment increase exceeds \$300.00, the larger amount will be paid.
- B. The school board will contribute \$89.00/month toward family medical insurance and \$33.50/month toward single medical insurance.
- C. Approved mileage will be paid at a rate of .14¢/mile.
- D. Teachers who do sub teaching during a prep period will be paid a rate of \$7.00/class period.
- E. S.T.R.S. (employee share) shall be paid by the board of education at a rate of 5% of the employees contracted salary.
- F. Required physical examinations will be paid by the board of education. The maximum payment by the board will be \$35.00.

NOTE - No change in Appendix C or D.

RESUME OF BOARD OFFER TO TEACHERS (Final?)

1. Raise base in each lane by \$725.00.	\$ 48,575.00
2. Pay increase in medical insurance.	\$ 6,800.00
3. Increments as teachers move down the schedule each year.	\$ 10,000.00
4. S.T.R.S. (Teacher's share).	\$ 2,929.00
5. S.T.R.S. (Board's share).	\$ 4,042.00
6. Social Security.	\$ 3,544.00
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Total	\$ 75,890.00

UNION FINAL OFFER:

APPENDIX B -- WSEA PROPOSAL \*\*

<u>Experience</u>	<u>BA</u>	<u>BA + 8</u>	<u>BA + 16</u>	<u>BA + 24</u>	<u>MA</u>	<u>MA + 8</u>
0	10,185	10,485	10,785	11,085	11,435	11,785
1	10,525	10,825	11,125	11,425	11,800	12,150
2	10,865	11,165	11,465	11,765	12,165	12,515
3	11,205	11,505	11,805	12,105	12,530	12,880
4	11,545	11,845	12,145	12,445	12,895	13,245
5	11,885	12,185	12,485	12,785	13,260	13,610
6	12,250	12,550	12,850	13,150	13,650	14,000
7	12,615	12,915	13,215	13,515	14,040	14,390
8	12,980	13,280	13,580	13,880	14,430	14,780
9	13,345	13,645	13,945	14,245	14,820	15,170
10	13,710	14,010	14,310	14,610	15,210	15,560
11	14,075	14,375	14,675	14,975	15,600	15,950
12	14,440	14,740	15,040	15,340	15,990	16,340
13		15,105	15,405	15,705	16,380	16,730
14			15,770	16,070	16,770	17,120
15						17,510

- A. Teachers beyond MA +15 with 16 years or more experience will receive the MA +8 with 15 years experience raise plus an increment of \$300.00.
- B. The School Board will contribute \$89.00/month toward family medical insurance and \$33.50/month toward single medical insurance.
- C. Approved mileage will be paid at a rate of 17¢ per mile.
- D. STRS (employee share) shall be paid by the Board of Education at a rate of 5% of the employee's contracted salary.
- E. Teachers who do sub teaching during a prep period will be paid a rate of \$7.56 per class period.
- F. Required physical examinations will be paid by the Board of Education. The maximum payment by the Board will be \$40.00.

APPENDIX C - EXTRA-CURRICULAR

8% increase on all items

Add Junior High Vocal at \$150

APPENDIX D -

8% increase on all items

Add Video Tape at \$5 per event

\*\* No teacher will receive more than one (1) increment per year.

FACT STIPULATIONS:

At hearing the parties entered into the following stipulations of fact:

1. The total salaries paid for all West Salem teachers (exclusive of salaries paid for extra curricular duties) for the 1978-79 school year, is \$931,260.00.
2. The total premium payments for health, life and disability insurances for the 1978-79 school year were \$59,603.00.
3. The present daily rate paid to substitute teachers, not included in this bargaining unit, is \$25.00 per day, however, a decision of the School Board is pending with respect to raising the substitute rate to \$28.00 per day.

4. The regular high school teaching load for teachers in the unit is five teaching periods per day plus one period for other non-teaching assignments.

5. The Employer no longer has an agreement with the West Salem Clinic regarding the amount charged to teachers for teacher health examinations.

DISCUSSION:

The differences between the parties' final offers in this dispute can be identified as follows:

1. SALARY SCHEDULE

a. The Employer offers \$725.00 at each step in lane of the 1978-79 salary schedule.

b. The Association offer proposes an increase of \$435.00 at the base (BA - zero experience), and also proposes that the increments paid experience steps be increased by \$35.00 at each cell. Additionally, the Association proposes that the differential between the BA and the BA + 8 lanes be increased by \$100.00. The Association further proposes that two additional steps be added to the BA, BA + 8, BA + 16 lanes; and one additional step be added at the BA + 24 lane. (Under the Association proposal no teacher may take advantage of more than one step increase this year.)

2. PAYMENT TO TEACHERS BEYOND MA + 15, AND 16 YEARS OR MORE EXPERIENCE

a. The Employer proposes continuing the existing contract language.

b. The Association proposal would delete the second sentence of the existing language, which reads: "In the event the cumulative vertical increase exceeds \$300.00, the larger amount will be paid." Thus, the Association proposal would eliminate the alternative methods of payment found in the existing agreement.

3. MILEAGE

a. The Employer proposes continuing in effect the terms of the prior agreement that "approved mileage will be paid at a rate of .14¢/mile.

b. The Association proposes that the rate of mileage reimbursement be approved from 14¢/mile to 17¢/mile.

4. SUB PAY FOR REGULAR TEACHERS

a. The Employer proposes to continue the rate of pay to teachers who sub during their regular preparation period at \$7.00/class period.

b. The Association proposes to increase the rate for subbing during prep periods from \$7.00 to \$7.50/per class period.

5. PAY FOR PHYSICAL EXAMINATIONS

a. The Employer proposes that the terms of the present Agreement, which provide that the maximum liability of the Employer for payment of teacher's physical examinations, will be \$35.00.

b. The Association proposes that the maximum pay for physicals be increased from \$35.00 to \$40.00.

6. EXTRA CURRICULAR SCHEDULES (APPENDIXES C AND D)

a. The Employer proposes no change in Appendixes C or D (extra curricular salary schedule and extra curricular rates respectively).

b. The Association proposes an 8% increase to all existing extra curricular positions found in current Appendixes C and D, and additionally

proposes that the position of Junior High Vocal be added to Appendix C at \$150.00, and that the position of Video Tape be added to Appendix D at \$5.00 per event.

The undersigned has reviewed the parties' proposal dealing with mileage, substitute pay for regular teachers, pay for physical examinations, and the proposed increases for Appendixes C and D. There is no question that the evidence as applied to the criteria supports the Association position on these issues. With respect to the mileage proposal, the Employer proposes to continue the provision of the prior Agreement by reimbursing employees at 14¢ per mile, while the Association proposes an increase from 14¢ to 17¢ per mile. The Association proposal with respect to mileage is not an excessive proposal, while the Employer offer of continuing the 14¢ per mile rate is simply not supported by the comparables.

With respect to pay for physical examinations, in view of the evidence which clearly shows that the prior arrangement with the local clinic which assured teachers that physical examinations would be performed at not more than the rate provided for in the Collective Bargaining Agreement has been abandoned; the undersigned concludes that the reasonable expectations are that the cost of physicals will go beyond the \$35.00 limit provided for in the prior Collective Bargaining Agreement. In view of the relatively modest increase of \$5.00 per physical proposed by the Association, the Association proposal for physical examinations is justified in the opinion of this Arbitrator.

With respect to the proposed increased substitute pay for regular teachers, as well as the proposed increases for extra curricular schedules (Appendixes C and D), the undersigned notes that the proposed substitute increase calculates to approximately 7.1%, and the proposed increases for the extra curricular schedules of 8%. While the evidence shows that the extra curricular schedules in this district are among the leaders of extra curricular schedules in comparable districts; in view of no improvement offered by the Employer in these inflationary times; and in view of the 7.1% to 8% increase proposed by the Association, which falls within the patterns of increases granted in comparable districts; the undersigned concludes that the Association offer is justified.

The undersigned has carefully studied the issue dealing with payment to teachers beyond the MA + 15, and 16 years or more experience. While on its face there is logic to the Association argument that alternate methods of payment provided for in the existing Agreement should be eliminated, and that all teachers who fall into this category should be treated on the same basis without regard to the time at which they first became eligible for the payment provided for by this language; the undersigned is not persuaded that there is sufficient evidence in the record to support the modification of the existing language which the Association seeks. While this Arbitrator would then find for the Employer on this issue, the dispute on this issue has comparatively narrow cost impact on the Employer and, therefore, will not control the eventual outcome of which final offer is to be selected.

The dispute with respect to the salary schedules in this matter is of primary importance. The Association proposal would alter the structure of the salary schedule which had been in existence for the school year 1978-79 by increasing the amount of the increment and by proposing additional steps at certain of the lanes. The Employer proposal would perpetuate the structure of the 1978-79 salary schedule by placing a flat \$725.00 on all of the cells contained in the 1978-79 schedule. The Employer proposal would result in a higher base and a lower maximum than the proposal of the Association, however, it is clear that the total cost of the respective proposals results in a higher cost if the Association proposal is adopted. There is no dispute that the total cost of the Association proposal represents \$95,499.00 over the previous year. There is also no dispute that the total cost of the Employer proposal represents a cost of \$75,807.00 over the prior year. Thus, the amount in dispute between the parties represents \$19,692.00. The foregoing costs include the cost of the salary proposals, with values attached for increments, increased insurance premiums, increased FICA and increased STRS Employer's and employees' share

paid by the Employer. The evidence supports the data set forth in the Association brief on page 30 at Chart 7, which establishes a base figure for 1978-79 costs of \$1,157,838.00. Furthermore, the undersigned accepts the calculations found at Chart 7 (page 30 of the Association brief), which established that the value of the Association proposal calculates to 8.25%; while the value of the Employer proposal calculates to 6.55%. Expressed as a percentage then the \$19,692.00 cost difference in the final offers of the parties represents 1.7% which is disputed here.

The undersigned is satisfied from a review of the evidence (Association Exhibits 17 through 20) that the proposal of the Association which modifies the increments does not materially affect the relative ranking when considering increments among other athletic conference schools. Additionally, the proposed additional lanes at the BA level which are part of the Association proposal would increase the rank position of teachers here at the BA maximum from 7 to 4 when compared to other conference schools; while the Employer offer would increase the ranking from 7 to 6. (Association Exhibits 4 and 11) While the Association offer would improve the BA maximum on a ranking base with other conference schools, the evidence supports a finding that the schedule maximum in 1978-79 ranked this Employer first, and that the schedule maximum under either party's final offer for 1979-80 would reduce the ranking to second. From the foregoing, the undersigned concludes that the proposed modification to the salary schedule does not seriously disturb the relative rankings of the instant Employer when compared to other conference schools, particularly since where two added steps are proposed by the Association no teacher will be permitted under the terms of the Association proposal to benefit by more than one step.

Based on the discussion in the foregoing paragraph, the undersigned is satisfied that the salary schedule proposed by the Association is reasonable when considering the comparables of other athletic conference schools.

The Association salary schedule is also preferred when considering criteria (h) of the Statute. One of the appropriate considerations under criteria (h) of the statute (Other Factors) is the pattern of settlements in the current round of bargaining. It has previously been established that the offer of the Association represents 8.25% and the Employer 6.55%. Association Exhibit 32 sets forth the percentage of settlements among area schools, including those schools contained within the athletic conference. Of the 21 teacher settlements represented in Exhibit 32, not including the instant district, the lowest percentage teacher settlement reported is 7.8%, and the highest percentage reported is 9.85%. The Association offer here at 8.25% is lower than all but 6 of the settlements contained in Association Exhibit 32. The Employer offer of 6.55% is lower than any of the settlements contained in Association Exhibit 32, and in fact is 1.25% lower than the lowest settlement reported. From the foregoing it is, then, clear that the Association offer, when weighed against patterns of settlement in the area, is clearly supported by the evidence. It is equally clear that the Employer offer does not approach the patterns of settlement that have been established in the area. Based upon all of the criteria, and most persuasively the patterns of settlement, the Employer's salary offer must be rejected.

#### CONCLUSIONS:


Having found in the preceding section of this Award that the evidence supports the Association position with respect to the issues identified as salary schedule, mileage, substitute pay for regular teachers, pay for physical examinations, and extra curricular schedules (Appendixes C and D); it follows that the final offer of the Association should be adopted. After a consideration of all of the evidence, the final offers of the parties in their entirety, the stipulations of the parties, the arguments of counsel, and after applying the statutory criteria, the undersigned makes the following:

#### AWARD

The final offer of the Association is to be incorporated into the Collective

Bargaining Agreement, along with the stipulations of the parties which reflect prior agreements in bargaining and mediation, with respect to the appendixes which were opened for negotiations for the second year (1979-80) of the Collective Bargaining Agreement, which became effective July 1, 1978, and remains in full force and effect through June 30, 1980.

Dated at Fond du Lac, Wisconsin, this 23rd day of October, 1979.

  
Jos. B. Kerkman,  
Mediator-Arbitrator

JBK:rr