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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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 In the Matter of the Petition of :  
 :  
 SHULLSBURG EDUCATION ASSOCIATION : Case V  
 : No. 24751 MED/ARB-436  
 To Initiate Mediation-Arbitration : Decision No. 17167-A  
 Between Said Petitioner and :  
 :  
 SCHOOL DISTRICT OF SHULLSBURG :  
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APPEARANCES:

Mr. Paul R. Bierbrauer, Executive Director, South West  
 Teachers United appearing for the Association.  
 Kramer, Nelson, Kussmaul & Hawley, Attorneys at Law, by  
 Ms. Susan A. Wiesner-Hawley, appearing for the District.

ARBITRATION AWARD

On August 20, 1979, the undersigned was appointed 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 Shullsburg Education Association, hereinafter the Association, and the School District of Shullsburg, hereinafter the District or Board. Pursuant to the statutory requirements, the undersigned conducted mediation proceedings between the parties on October 4, 1979 at Shullsburg, Wisconsin, over matters in dispute as set forth in the parties' respective final offers filed with the Wisconsin Employment Relations Commission. During the course of the mediation, one issue was resolved and the parties agreed to modify their final offers to reflect such resolution. The remaining issues were not settled in mediation and, by prior agreement between the parties, an evidentiary hearing in the arbitration phase of these proceedings was conducted on October 5, 1979. The parties were given full opportunity to present oral and written evidence and to make relevant argument. Briefs and reply briefs were filed in the matter. The latter were exchanged by the undersigned on January 2, 1980.

THE ISSUES:

The issues remaining at dispute between the parties, specifically wages and extra-curricular compensation, arose in the context of a second year reopener of a three year contract for the period of July 1, 1978, to June 30, 1981. A third issue of calendar was resolved during the course of mediation on October 4, 1979, and mutually withdrawn.

The Board proposes that for the 1979-80 school year the base salary be increased to \$9,800 and that there be no change in present increments or steps. With respect to the extra-curricular salary schedule, the Board's final offer provides a salary range for Athletic Director of \$300 to \$600.

The Association's final offer for 1979-80 contains a base salary of \$9,800 with education and experience increments of \$294, elimination of certain steps and inclusion of additional credits categories on certain education lanes. The Association proposes the following changes on the extra-curricular salary schedule:

Athletic Director	\$600 - \$1000
Assistant Football	\$350 - \$550
Assistant Basketball	\$400 - \$600
Girls' Volleyball	\$350 - \$450
Driver's Education and hourly rate	\$6.00 per hour

The statute requires that the undersigned adopt without modification the final offer of one of the parties on all disputed issues. The decision of the mediator-arbitrator acting as arbitrator is final and binding on both parties and shall be incorporated into a written collective bargaining agreement.

FACTORS TO BE CONSIDERED:

Section 111.70(4)(cm)7, provides that the arbitrator is to consider the following criteria in evaluating the final offers:

- "a. The lawful authority of the municipal 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 proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in comparable communities and in private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, 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.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

POSITIONS OF THE PARTIES AND DISCUSSION:

The parties are in dispute over districts which are appropriate for comparison in the instant proceeding. The Association offers three groupings of districts for comparison; specifically, districts participating in the Black Hawk Athletic Conference, districts included in CESA 14 and districts located within a forty mile radius of Shullsburg. The District contends that the four districts of Belmont, Benton, Potosi and Hazel Green, which are contiguous and geographically proximate to Shullsburg, constitute the most appropriate comparisons because they compete within the same labor market and are subject to the same external economic conditions.

The undersigned is satisfied that the districts participating in the Black Hawk Athletic Conference are the most appropriate for comparison to Shullsburg. The athletic conference groupings account for size, geographic proximity and similarity of programs. Comparisons of districts in CESA 14 and those within a forty mile radius of Shullsburg suffer from limitations of geographic dispersion and variation of size. Furthermore, the restriction of comparison to four surrounding districts presumes extremely limited job mobility among professional employees which the undersigned also finds unwarranted. Accordingly, the following districts within the athletic conference are held to be most relevant:

Belmont  
Benton  
Bloomington  
Cassville  
Highland  
Potosi  
Shullsburg  
Southwestern-Hazel Green  
West Grant

The Association argues that its final offer is the most reasonable because it reduces the salary disparity between Shullsburg and comparable districts. The Association contends that the present number of schedule steps vastly exceeds the number of steps observed on comparable schedules and adversely affects the cumulative earnings of employees. Although either the Board's or the Association's offer would provide the highest maximum schedule salary within the athletic conference, the Association asserts that the Board's offer places money where there are no teachers.

The Association contends that unfilled staff positions and turn-overs impact upon the costs of the respective final offers. The Association states that the difference between the two offers amounts to \$15,845, and that the Board offer represents a 9.5% increase while the Association proposal contains a 12% increase. However, the Association claims that the impact of additional staff absorbs 1.5% of the total increase and thereby returning teachers would realize an 8% increase under the Board offer and a 10.5% increase pursuant to the Association proposal. The Association contends that both final offers are within the District's budget.

The Association further argues that the cost of living increased by 10.4% during 1978, and was increasing at an annual rate of 13.9%

as of September, 1979. The Association contends its final offer is the more reasonable in view of the continued increases in the cost of living.

With respect to experience steps and educational increments, the Association argues that Shullsburg is far behind its counterparts. The Association contends that in past negotiations, the parties have increased the number of horizontal and vertical steps while the amount of increment has remained constant and thereby the salary schedule has been elongated and salary increases have been deferred.

The extra-curricular salaries proposed by the District, according to the Association, are below conference averages, whereas the Association proposal compares favorably to the extra-curricular salaries paid by districts cited for comparison.

The Board argues that the Association is proposing substantial changes in the salary schedule which are not in the public interest. The District notes that the Association's final offer would change the last three educational lanes to add alternative credit requirements as follows:

MA/MS	MA/MS +8	MA/MS +16
or	or	or
BA/BS +32	BA/BS +40	BA/BS +48

The District argues that teachers would no longer be required to earn a Master's degree in order to advance on the educational lanes. No district in the athletic conference or CESA 14, according to the Board, provides an educational lane change for BS +32 and beyond or for credits in excess of Masters +16.

The District argues that the final offer of the Association contains a second substantial change by proposing a compression of the salary schedule from twenty to fifteen experience steps. The Board contends that no teachers would presently benefit from the Association's proposed addition of educational credit lane requirements and further, that no teacher would be affected by the proposed salary compression. Accordingly, the Board reasons that no savings would be realized under the step reduction. The District avers that the Association has failed to substantiate the need for such changes.

The Board argues that it has met the Association's demand for a \$9800 base salary, but that a change in education and experience increments is unwarranted. The increments proposed by the Association, according to the Board, are based on a uniform 3% of the salary base, and thereby, are inflationary and set a precedent for subsequent rounds of negotiations.

The District claims that the Shullsburg salary schedule has the greatest number of educational lanes in the athletic conference and provides an incentive for teachers to continue their education and to progress across the lanes more quickly than in other districts. The District further cites Shullsburg's credit reimbursement and other fringe benefits as relevant considerations herein. The Board claims that 12 of the District's 44 teachers made lane changes last year and argues that the benefits of the present schedule are clearly substantiated.

In its brief, the Board asserts that the fall budget of the District demonstrates that monies budgeted are already in excess of cost control limits; and that despite the outcome of a possible

exemption appeal of a portion of that overrun to DPI, the District will be even further over cost controls if the Association final offer is accepted.

The District contends that the extra-curricular and hourly rate affect few bargaining unit members and should not be determinative of the instant dispute. The Board claims that the present extra-curricular schedule and proposed increased range for Athletic Director are competitive with that paid by athletic conference districts.

The undersigned has thoroughly examined the record before her and finds well reasoned arguments on both sides of the dispute. An analysis of the data on salary levels within athletic conference districts is supportive of the Association position. The District's final offer will drop the relative standing of Shullsburg for 1979-80 among conference schools on the MA/MS minimum and MA/MS maximum lanes while basically maintaining the District's rank on other salary levels. Furthermore, the educational increments and experience steps proposed for continuation by the Board do not compare favorably with other athletic conference districts. Although educational increments in the District appear to be based on smaller credit intervals and while experience steps are clearly more numerous than those found in comparable districts, the increments are lower in Shullsburg than in other athletic conference districts and generate less cumulative earnings.

In view of the fact that the extra-curricular salaries are ranges within which the District exercises its discretion in setting the exact level of compensation, the undersigned has given consideration to the minimums in particular. The Association's final offer with respect to extra-curricular is supported on the basis of comparability. If the arbitrator could rule upon the final offers on an issue basis, she would select the offer of the Association on extra-curricular, driver's education and the hourly rate.

The District's argument concerning cost controls is unpersuasive. The arbitrator rejects the notion that the Association's position should not be upheld because it would result in the District going further over cost controls than it is already.

The undersigned is satisfied that the issue of salary structure is determinative of the instant dispute. The Association final offer proposes that the present educational lanes be modified as follows:

Present Contract:	BA	BA	BA	MA	MA	MA
	+8	+16	+24		+8	+16
Association Proposal:	BA	BA	BA	MA	MA	MA
	+8	+16	+24		+8	+16
				or	or	or
				BA	BA	BA
				+32	+40	+48

The undersigned concludes that the salary offer of the Board is the more reasonable on the basis that it maintains the relative ranking of the District among comparable districts on salary levels where the majority of District teachers are presently located, while the Association's offer would unjustifiably modify the salary schedule.

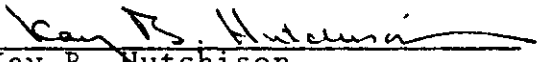
Having reviewed the evidence and argument in view of the statutory considerations, the undersigned makes the following:

AWARD

The the final offer of the District be incorporated into the 1978-81 collective bargaining agreement between the parties.

Dated at Madison, Wisconsin, this 16<sup>th</sup> day of February, 1980.

BY:

  
Kay B. Hutchison,  
Mediator-Arbitrator