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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	:	
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MAPLE FEDERATION OF TEACHERS,	:	
LOCAL 1293, WFT, AFT, AFL-CIO	:	Case IV
	:	No. 24709 MED/ARB 418
To Initiate Mediation-Arbitration	:	Decision No. 17234-A
Between Said Petitioner and	:	
	:	
SCHOOL DISTRICT OF MAPLE	:	

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APPEARANCES:

Mr. William Kalin, Executive Director, Wisconsin Federation of Teachers, appearing on behalf of the Union.  
 Losby, Riley & Farr, Attorneys at Law, by Mr. James M. Ward, appearing on behalf of the District.

ARBITRATION AWARD

On September 10, 1979, the Wisconsin Employment Relations Commission appointed the undersigned to serve as Mediator-Arbitrator, pursuant to Sec. 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, in the matter of a collective bargaining dispute between Maple Federation of Teachers, Local 1293, WFT, AFT, AFL-CIO, hereinafter the Union, and School District of Maple, hereinafter the Employer. On November 14, 1979, the undersigned conducted a mediation meeting between the parties as contemplated by the statute. Attempts to mediate the dispute were unsuccessful, and by the previous agreement of the parties, the undersigned convened an arbitration hearing immediately upon the conclusion of the mediation meeting. No transcript was made of the proceeding. The parties filed post-hearing briefs.

ISSUE:

The sole issue in dispute between the parties stems from a second year wage reopener included in the collective bargaining agreement for the 1978-79 and 1979-80 school years. The parties stipulated that the decision of the arbitrator would be based solely upon the respective final offer salary schedules but that the co-curricular schedule which is determined by the salary schedule would be implemented according to the prevailing final offer. The final offers appear on the following page.

The School District of Maple, or Northwestern, is a K-12 district located approximately fifteen miles east of Superior. It participates in the Heart of the North Athletic Conference and is located within CESA #1. The District employs eighty-five teachers and serves approximately 1600 students in a 480 square mile area.

The preponderance of the parties' evidence and argument

addressed the issue of comparable districts. The Union contended that it was appropriate to compare the salaries and settlement in Superior to Maple while the District offered districts within the athletic conference and those of similar size in the CESA grouping as appropriate for comparison.

POSITIONS OF THE PARTIES:

The Union argues that its final offer is the more reasonable on the basis of comparison to Superior, the existing salary structure, and the cost of living. The Union's final offer would increase each cell on the salary schedule by 7.2%. The District's offer, according to the Union, would compress the present salary schedule by granting employees on the top of the schedule (34 out of 85 teachers), smaller increases than those received by less experienced teachers (\$1000 versus \$1200, including increment). The Union claims that during 1978-79<sup>1/</sup> negotiations, a salary index was eliminated in return for the establishment of a double increment between steps 11 and 12 on the BA lanes and steps 12 and 13 on the MA lane, which the Board's offer now seeks to also eliminate. The Union further contends that the Board's offer contains a significant change in the present salary structure by grandfathering teachers at the top of the schedule off the salary structure.

The Union costs its final offer as an 8.3% increase in total compensation, including increments. The District's offer, according to the Union, amounts to a 7.07% increase in total compensation. It argues that the cost of living rose 10.9% in the twelve months preceeding the effective date of the disputed salary increase (June 30, 1979); and that as of October, 1979, the cost of living was increasing at an annual rate of 12.19%.

The Union contends that the parties have historically followed the Superior settlement pattern and notes that 30% of the bargaining unit resides in Superior. The fact that 1978-79 Maple salaries exceeded those paid in athletic conference districts, supports a conclusion that Maple has maintained a wage relationship with Superior, according to the Union.

The Board reasons that the wage dispute between the parties should be determined by the application of two statutory criteria; specifically, the cost of living and salaries in comparable districts. Contrary to the Union, the District argues that Superior is not an appropriate comparison. The District offered comparative data for districts in the athletic conference and the three additional districts of Ladysmith, Ashland and Park Falls located in CESA #1.

The impact of the Board's final offer is to grant new employees on step 1 in the BA and MA lane(s) a \$730 and \$780 increase respectively, to increase salaries for employees on steps 2 through 11 in the BA lanes and steps 2 through 12 on the MA lane by \$1200 (including the increment), and to grant employees on the top of the lanes increases of \$1000. The Board costs its offer as granting an average increase of 7.5% while calculating the Union offer as providing a 9.15% average increase.

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<sup>1/</sup> From the contracts submitted to the undersigned, it appears that the change occurred as a result of 1977-78 negotiations.

Employer Final Offer

Base = \$10,250 - BA  
\$11,000 - MA

Steps = \$1,200, including increment, for steps 2-11 on BA lanes  
\$1,200, including increment, for steps 2-12 on MA lane  
\$1,000 increase for step 12 on BA lanes for teachers at that step  
prior to 1979-80 school year  
\$1,000 increase for step 13 on MA lane for teachers at that  
step prior to 1979-80 school year

Co-curricular = 7.5% of 1978-79 schedule with the exception  
of girls softball and boys wrestling, agreed upon at the rates  
of \$617 and \$1,160, respectively.

Union Final Offer

The Federation's second final offer  
is to increase each step of the salary  
schedule by 7.2% and increase  
independents Base by 9.15% except that  
the Federation will accept the board's  
proposal concerning the wrestling and  
girls softball coaches. Wrestling \$1160  
Girls Softball \$617

The Board claims that in recent years, the parties have abandoned a strict adherence to an increment structure and have pursued settlements of flat dollar amounts across-the-board. The District acknowledges that its offer grants smaller increases on the top of the schedule but argues that such adjustments are warranted to bring Maple into conformity with schedules in comparable districts. It further avers that the District final offer eliminates the "double jump" certain teachers will receive on the salary schedule as a result of the previous conversion to flat dollar amounts.

The District asserts that there is no meaningful basis for the comparison of salaries paid in the Maple District to those paid in the Superior District. The Board notes that Superior is a large, urban district with a significant industrial tax base while Maple is a small, rural district of relatively low equalized valuation and a high ratio of shared cost per student.

The District argues that complete reliance upon the Consumer Price Index is not appropriate because CPI does not impact upon all individuals to the same degree and does not distinguish between teachers in Maple and those wage earners upon whom the index is based.

#### DISCUSSION:

The undersigned agrees with the District that districts in the athletic conference constitute appropriate comparisons in terms of size and valuation. However, an analysis of the salary schedules within the conference discloses that Maple has been a salary leader particularly on schedule maximums. Salaries for experienced teachers in Maple appear to more closely resemble those observed in Superior rather than those paid by athletic conference districts.

The Union's final offer amounts to an increase of 8.37% for 1979-80 including adjustments in salary, increments, retirement, extended teachers, hospitalization, extra curricular and principal salaries. 1979-80 settlements among athletic conference districts and Superior are as follows:

Hayward	9.1 %
Cumberland	8.6 %
Spooner	8.6 %
Bloomer	7.0 %
Rice Lake	8.7 %
Chetek	9.1 %
Barron	9.0 %
Maple - Union offer	8.37%
Maple - Board offer	7.07%
Superior	9.4 %

The undersigned is satisfied that the Union's final offer is consistent with settlements reached in athletic conference districts and in Superior. Whereas, the District's offer would

compress the salary structure, the Union's offer maintains the relative standing of the District's experienced teachers for whom the parties have established the highest salary levels among conference schools in the past.

The arbitrator is further persuaded that the Union's position is supported by the rate of increase in the cost of living as of the effective date of the disputed wage adjustment. Teachers employed in the Maple district have no special insulation from the increased costs of energy and food.

The undersigned has considered the statutory criteria, the evidence and argument of the parties, and concludes that on the basis of settlements among comparable districts, the cost of living and the impact of the respective offers on experienced teachers, the final offer of the Union is the most reasonable, and makes the following:

AWARD

The final offer of the Union is to be included in the 1978-80 Collective Bargaining Agreement between the parties.

Dated at Madison, Wisconsin, this 7<sup>th</sup> day of February, 1980.

By: Kay B. Hutchison  
Kay B. Hutchison,  
Mediator-Arbitrator