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RELATIONS COMMISSION

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In the Matter of an Arbitration
Between

WAUKESHA COUNTY TECHNICAL EDUCATORS
ASSOCIATION

and

WAUKESHA COUNTY TECHNICAL INSTITUTE

* * * * *

MED/ARB 1182

Decision No. 18804-A

Appearances:

Mr. George K. Whyte, Attorney, Quarles & Brady;
Mr. William Strycker, Employment Relations Manager;
for the Board.

Ms. Sandra Schwellinger, Executive Director, West Suburban
Council; Ms. Leigh Barker, Chief Negotiator; for the
Association.

Mr. Neil M. Gundermann, Arbitrator.

ARBITRATION AWARD

Waukesha County Area Vocational, Technical and Adult Education District Board, Pewaukee, Wisconsin, hereinafter referred to as the Board, and Waukesha County Technical Educators Association, hereinafter referred to as the Association, were unable to agree to the terms regarding reopeners for the 1980-82 Master Contract Agreement. The parties selected the undersigned as the mediator-arbitrator through the appointment procedures of the Wisconsin Employment Relations Commission, and a mediation session was held on August 31, 1981. When no mediated agreement could be reached, an arbitration hearing was held on September 4, 1981 at the Waukesha County Technical Institute. The parties filed briefs and reply briefs.

The parties have a two-year contract, and the following issues arose as a result of a reopener for the 1981-82 period of the agreement.

ISSUES:

1. Curriculum or Advanced Standing Assessment Activities Pay

<u>Association's Proposal:</u>	\$13.25 per hour--10.42% increase.
<u>Board's Proposal:</u>	No increase.
<u>Present Rate:</u>	\$12 per hour.

2. Substitute Pay

<u>Association's Proposal:</u>	\$9.50 for first 10 periods in a month. \$11.50 for each period in a month thereafter.
<u>Board's Proposal:</u>	No increase.
<u>Present Rate:</u>	\$8.50 for first 10 periods in a month. \$10.50 for each period in a month thereafter.

3. Salary Increases for Full-time and Part-time II Instructors.

Association's Proposal:

10% increase at each step of the salary schedule which, with incremental increases, results in a 11.81% increase in salary costs.

Board's Proposal:

8.25% increase at each step of the salary schedule which, with incremental increases, results in a 10.03% increase in salary costs.

4. Salary Increases for Part-time I Instructors--those instructors with less than one-half of the normal full-time workload.

Association's Proposal:

\$1.50 increase at each step of the salary schedule.

Board's Proposal:

75¢ increase at each step of the salary schedule.

5. Insurance

A. Maximum monthly premium paid by the Board:

Association's Proposal: \$75 single plan
 \$165 family plan

Board's Proposal: \$75 single plan
 \$150 family plan

B. Insertion of language relating to level of benefits for retirees.

Association's Proposal:

Insert the following language into the agreement: "The level of benefits shall be substantially similar to those provided under the comprehensive health plan."

Board's Proposal:

The Board is not proposing any language regarding the level of benefits for retirees.

ASSOCIATION'S POSITION:

The Association has selected the fifteen vocational, technical and adult education (VTAE) schools which bargain master contract agreements as its primary external comparability group based on the factor that instructors in all VTAE schools perform similar services.

The Association notes that arbitrators in previous decisions have suggested a variety of comparability groupings for the VTAE schools. Should the arbitrator decide to narrow the comparability groupings proposed by the Association, the Association then

would urge the arbitrator to select the VTAE schools in Madison and Milwaukee as being most similar to Waukesha. Geographically the Waukesha VTAE School District lies between Madison and Milwaukee, and in addition, Milwaukee, Madison and Waukesha schools have been wage leaders along with District 1 (Eau Claire).

A second external comparability group selected by the Association includes the K-12 and 9-12 feeder school districts which provide early education for most students attending WCTI. All of these districts are geographically surrounding the WCTI campus and are in locations included in the WCTI district.

Regarding the Association's proposal to increase the rate for curriculum or advanced standing assessment activities, the Association contends its proposal is consistent with the proposed increase in the salary schedule. The Association's proposal to increase the pay rate for curriculum or advanced standing assessment activities by 10.4% is consistent with the Board's proposed salary increase of 10.39%, including part-time II instructors, or 10.03% for full-time instructors only.

The proposed \$13.25 would be paid to instructors who volunteer to engage in curriculum or advanced standing assessment work. In order to encourage instructors to volunteer for these kinds of activities, the Association contends that the Board should be offering a reasonable pay rate and this pay rate should be increased in a manner related to the salary schedule increases.

If no increase is offered in these areas for this year, then next year a large increase would have to be negotiated. This has been the bargaining history. During the 1977-78 contract there was no increase in these rates and consequently during 1978-79 the contract rates were increased by 17.65% and during 1980-81 negotiations the rates were increased by 20%. The Association argues it would be more consistent to increase the pay rates on a yearly basis by a percentage similar to the salary schedule increase than to grant no increase one year and a large increase the following year.

The Association contends its proposal to increase the rate for these activities is consistent with the VTAE districts which have established rates for the 1981-82 year. Since only five of the fifteen VTAE schools have pay rates for curriculum work mentioned in their contract, it is difficult to determine comparabilities. Focusing on the 1981-82 rates, all of the VTAE districts which have rates listed show increases varying from 38¢ to \$2.13 except for the Board's final offer at WCTI and North Central, both of which are proposing no increases. The Association has a proposal which increases the rates as other VTAE districts have done for the 1981-82 school year.

Regarding increasing the rates for substitute pay, the Association takes the position that its proposal is consistent with the proposed increase in the salary schedule. According to the terms of the 1980-82 Master Contract Agreement, "reasonable efforts will be made consistent with available time to obtain a voluntary substitute before any involuntary assignment is made." The Association emphasizes that the pay rates being discussed regarding the issue of substitute pay rates not only refer to volunteers but also to instructors who are assigned to substitute during their preparation period. For this reason it is consistent

to argue that an increase to the salary schedule should go hand-in-hand with similar percentage increases in the substitute pay rates. Proposed salary increases vary from 10.03% for the Board to 11.81% for the Association. The Association is proposing an 11.76% pay rate increase for the first ten periods an instructor substitutes in a month, and a 9.52% pay rate increase for every substitution period thereafter in a given month.

The Association's proposed rates for substitute pay are reasonable when compared with other VTAE schools having rates listed in their contract. The Association emphasizes that the rates for instructors substituting listed on the exhibits are for the 1980-81 school year and do not reflect any rate increases which may have been negotiated. Even inserting the Association's proposal of \$9.50 for the first ten periods would have instructors earning less than the 1980-81 rates for instructors at the VTAE schools of Western and Madison. The \$9.50 to \$11.50 proposed 1981-82 rates would be less than most instructors earned in 1980-81 at the VTAE schools of Northeast, North Central and Lake Shore. The Board's proposal of no increase in pay would cause the rates of WCTI to fall further behind other VTAE schools.

It is the Association's position that its proposed 10% increase at each step of the salary schedule is identical with that agreed to in negotiations between Local 2491 and the Board for the 1981-82 school year. It has been noted that one of the five criteria a neutral should consider is:

"If the public employer already has settled with one or more bargaining units and is proposing the same basic wage settlement for the unit involved in the interest arbitration proceedings, the proposed uniform wage policy merits a high degree of support."

In this instance, the Association's proposed percentage increase on each step is identical to that agreed to with another bargaining unit.

Arbitrator Richard U. Miller, in a Dane County Nurses Arbitration, considered the internal equity issue and stated:

"In many respects the construction of a set of comparables is on more solid ground when we are making our comparisons across an organization than between organizations. Thus by limiting our purview to Dane County we hold constant such factors as organizational size, administrative policies, organizational climate, and external economic or social factors.

Further when employees are associated geographically, by function, technology, and/or pay structures we can assume the existence of a strong community of interest which will in turn become the basis for demands for equitable treatment. Many years ago the late, eminent economist Arthur Ross referred to the relatively stable patterns by which employees and employers regularly make such evaluations as 'orbits of coercive comparison.'"

While management's salaries are not negotiated, testimony given by a representative of the Board indicates that managers receive a package adjustment "identical to the bargaining units." The Association emphasizes that if its proposal is selected by the arbitrator, there is nothing to prevent the Board from making a similar adjustment for the managers during the 1981-82 school year. The Association further notes that the Board's 8.25% increase at each step results in a 10.03% salary increase, including increments, which is less than the 11.31% increase which would be generated for management if the \$20,000 merit pay increase were included in the salary increases. On the basis of internal equity, the Association's proposal is more reasonable and consistent with other percentage increases previously agreed to.

The Association submits its salary proposal for 1981-82 is in keeping with teacher settlements in the Milwaukee/Waukesha area. Association exhibits indicate feeder school salary schedule cost increases ranging from 11.02% to 15%. The Association emphasizes that none are as low as the District's 10.03%.

While the Board argues that there are differences between K-12 school districts and VTAE districts, none of the arguments address the issue of wages and why percentage increases on salary costs should not be compared. All of the clientele served by VTAE schools and K-12 schools are in the schools to be educated in some fashion. The lack of a structured work day for VTAE instructors does not mean that planning and evaluation activities do not have to be performed somewhere. While the Board asserts that teachers in the VTAE schools have industrial situations affording them consulting-type opportunities, the Association contends that this is also true for K-12 teachers who are often employed as part-time evening instructors at WCTI.

The Association claims its proposed salary schedule increase would enable WCTI to maintain the relationship that existed between the K-12 salary schedules in the area. The Board's proposal would cause the WCTI salary schedule to lose ground.

The Association asserts that the Board's salary proposal for 1981-82 is less than most of the VTAE voluntary settlements. Although the Board and the Association disputed at the arbitration hearing how total package costing should be done, there was agreement on one of the exhibits. The dispute centers around whether part-time instructors should be included in the costing. Part-time II teachers are not guaranteed jobs from one semester to the next; in fact, they sign letters of agreement rather than contracts. Additionally, their workloads can vary greatly from semester to semester and so can the cost to the District. For these reasons, the Association will use the 10.03% Board salary increase, and the 11.81% Association salary increase listed on Joint Exhibit 4.

A comparison of salary increase percentages indicates that the Board proposal is on the low end of voluntary settlements, while the Association's position is on the high end of the same voluntary settlements. Since neither Milwaukee nor Madison has settled, it would be difficult to assess what would happen to WCTI's position relative to the top two salary schedules in the State VTAE system.

The "inflationary protection" for instructors at the top of the salary schedule will continue to decrease unless the Association's proposal is selected. Arguments for and against the use of CPI versus the PCE have increased in recent arbitration

cases. The Association champions the argument put forth by R. U. Miller in a Marshfield decision:

"The undersigned does not believe, as he has stated elsewhere, that there is sufficient scientific evidence to abandon the Consumer Price Index in favor of the so-called PCE. Moreover the wording of the statute's criterion at 111.70(4)(cm)(7)e when it states 'The average consumer price for goods and services, commonly known as the cost-of living' would lead one to reasonably conclude that it was in fact the CPI which the legislature of the state of Wisconsin had in mind when it wrote SB15 to read 'The average consumer price for goods and services . . .'. Why else would those specific words be adopted?

The debate over whether the CPI or the PCE is the better measure of cost of living misses the point concerning the application of this criterion. The crux of the issue as this has evolved to date is, however prices are to be measured how much can employees expect to have their salaries and other forms of compensation insulated from the erosion of the current inflation economy. Evidence of various kinds is consistent on this point. Whether one looks at arbitral awards or voluntary settlements a clear cut pattern emerges in which there is no absolute protection by which salary increases will equal price increases on a one to one ratio. How much inflationary protection employees will enjoy is a question however without easy answers. One school of thought proposed by Arbitrator Kerkman is that guidance to a proper measure of protection 'should be determined by what other comparable employers and associations have settled for who have experienced the same inflationary ravages as those experienced by the instant employer.' Merrill Area Public School District, WERC Dec. No. 17955 (Jan. 30, 1981). The undersigned finds the logic of Arbitrator Kerkman's rule in the Merrill School District case compelling, and therefore, in the absence of a more pertinent approach will apply that principle to the instant case."

The Association urges that the Consumer Price Index not be abandoned as the measure of cost of living. The September report for the Milwaukee area was for an 11% annual increase. The inflationary protection WCTI employes should receive should be equivalent to that given to other WCTI employees--the 10% increase on each step negotiated between Local 2491 and the Board. According to the testimony of Will Strycker, Personnel Director, approximately 62% of the instructors are at the maximum step of the salary schedule. The Association calculates that 90 of 132 instructors (or 68.2%) are at the maximum step of the salary schedule. The Association contends these instructors, especially, need inflationary protection. The Board's proposed 8.25% increase on each step of the salary schedule will not provide "inflationary protection" for instructors at the maximum salary salary schedule steps.

The Association contends that its proposal regarding part-time I salary rates is comparable with rates in other VTAE schools and rates at Carroll College and UW-Waukesha. Most VTAE districts do not have rates which are negotiated for instructors who teach less than 50% of the normal workload. Some do negotiate rates for instructors who teach evening classes beyond their regular workload.

The Board has included as part of its Exhibit #39, hourly rates for Blackhawk and Moraine Park which are not part of the contracts in either district.

The Association's proposal for 1981-82 results in rates less than the 1980-81 minimum and maximum salaries at Mid-State, Milwaukee, and North Central. Comparing the Association's proposal with Gateway's 1981-82 settlement shows the Association's proposal lower at the minimum salary rate and higher at the maximum salary rate than Gateway. In most instances, the Board's proposal would place the WCTI 1981-82 salary rates behind the 1980-81 salary rates paid at numerous VTAE districts. Comparing the 1981-82 rates for part-time instructors at Carroll College and UW-Waukesha shows WCTI rates being considerably less. Instructors from WCTI are able to teach the classes listed at those institutions which are located in Waukesha County.

A further argument is advanced by the Association that its proposal keeps the relationship between the full-time salary schedule and part-time salary schedule more consistent than the Board's proposal. The evidence establishes that in all cases the differences between the part-time salary schedule and the full-time salary schedule have been increasing over the past years. The Association's proposal is designed to slow this rapid erosion in the value of the part-time salary schedule compared to the full-time salary schedule. The Board proposal, in contrast, continues to widen the gap between the two schedules.

Part-time I assignments vary from semester to semester based on student enrollment, full-time instructor workloads, and the number of part-time II instructors. Although the cost of part-time instructors is normally included in K-12 package costs, the unique situation at WCTI makes including part-time costs extremely difficult and uncertain. Due to the above, the Association has not included the cost of part-time I instructors and evening instructors in its package costs. The Association recognizes its proposal regarding the part-time salary schedule results in a higher salary rate, but if and how much more it will actually cost the District is uncertain due to semester variables.

The Association's proposal regarding maximum insurance premiums paid by the District has the same relationship to actual insurance premium costs that has existed in the WCTI Master Contract Agreement in the past. When the final offer was submitted in July, neither party knew what the rates for insurance premiums were going to be for the 1981-82 school year. The Association's proposal was submitted with premiums listed to insure that the District would be paying 100% of the premium rates for either single or family coverage. Additionally, the Association notes that listing a high-than-actual-cost guaranteed premium in the Master Contract Agreement is consistent with the past history of negotiations between the parties.

The Association's proposal regarding adopting a statement in the Master Contract Agreement insuring retirees with an

insurance level of benefits "substantially similar" to those of other employees is consistent with the Board's practice. In a letter from Robert Frodermann, Account Executive of Blue Cross/Blue Shield, the following statement appears:

"A description of Medicare-Plus \$22,500 is provided in your employee booklet and it should be pointed out that these benefits in conjunction with Medicare compare very favorably to the present level of benefits being provided to your active employees."

The Board did not dispute this statement during the arbitration hearing, and in fact the letter was addressed to Mr. Strycker, Employee Relations Manager of WCTI.

By placing the Association's proposal in the Master Contract Agreement, this existing practice would continue even if the Board changed insurance carriers. The Board has not indicated in testimony or exhibits that the Association's proposal would create a hardship on the District and would be unfeasible. An additional benefit that could be derived from the Association's proposal is that present employees could easily read in the Master Agreement what their benefits would be if they retired.

For all of the above reasons, the Association requests that the arbitrator award the Association's final offer.

BOARD'S POSITION:

The Board asserts that acceptance of its final offer would allow the District to maintain its position in relation to comparable school districts. Regarding comparable districts, the Board asserts that it should not be compared with Milwaukee and Madison, but should be compared with Gateway. As stated by Arbitrator Frank Zeidler:

"Milwaukee and Madison VTAE Districts have special characteristics of size and enrollment which put them in categories of their own."

The Board emphasizes that both Madison and Milwaukee are substantially larger in projected operational budgets, number of full-time students, and number of full-time instructors. The most comparable district is Gateway. Comparisons have established that: Waukesha's population is 20% smaller than Gateway's population; Gateway's projected 1980-81 operational budget was only 3½% less than Waukesha's; Waukesha had only 11% fewer full-time students in 1980-81; and Waukesha had only 8% fewer instructors than Gateway in 1980-81.

If other comparable districts are sought, they should include Fox Valley, Moraine Park, Northeast and Blackhawk. If a larger population is sought, then Eau Claire, Western, Indianhead and North Central may also be included.

The Board's offer compares favorably with the offers of other districts in terms of percentage increases and dollar increases. The Board argues the dollar increases are significantly more important than percentage increases. In this regard Arbitrator Yaffe, in WERC Dec. No. 18176-A, stated:

"[T]he undersigned has concluded that the reasonableness of the size of the increases

"requested by the Association cannot be measured solely on the basis of a comparison of the size of increases granted by comparable districts over a period of time. Instead, one must look at the absolute salaries teachers similarly situated have received in comparable districts over a period of time."

According to the Board, its offer would provide those teachers at the maximum of the master's schedule with the largest dollar increase of all comparable districts reporting 1981-82 settlements. The increase for those teachers at the maximum of the bachelor's scale would be second only to Gateway's increase by \$160. In contrast, if the Association's final offer were accepted, Waukesha would lead all comparables in both BA maximum and MA maximum dollar increases by inordinately large amounts. The Waukesha increase would be \$183 larger than the next largest settlement for those teachers at the BA maximum, and would be \$545 larger than the next largest increase at the MA maximum.

The Board submits its offer would increase the amount by which its MA maximum exceeds the MA maximum of those comparable districts which have settled for 1981-82. Waukesha's lead in the BA maximum would increase over Eau Claire and Western, and, although Waukesha's lead over Gateway would decrease from \$4,979 to \$4,755, it would still be \$234 higher than it was in 1979-80.

The Board contends its teachers are far from underpaid. From the seventh BA level on up, and from the ninth MA level on up, the District's 1980-81 salaries are among the highest among all comparables. Board exhibits demonstrate that the District has paid its teachers more than comparable districts, and that its salaries exceed the average of comparable districts in 1979-80 and 1980-81 by between \$3,500 and \$4,500.

An additional argument is advanced by the Board that its offer compares favorably with the offers of other districts in terms of percentage increases. Eau Claire's 1981-82 settlement represented an 11.17% total package increase; Northeast was 11.33%, and Gateway's was 11.7%. Gateway represented the second year of a two-year contract, and at the time the Gateway settlement was negotiated the inflation rate and cost-of-living indicators were much higher than they are presently. The Board's proposed 11.4% increase compares favorably with these settlements, whereas the Association's proposed 13.19% is completely out of proportion to other increases.

Moraine Park's 1981-82 settlement represented an 11.12% total package increase and Southwest's was 12.27%. The comparable figures for the Board's and the Association's offers were 11.15% and 12.83% respectively.

The Board submits that its percentage increase is much more in keeping with the 11.5% 1980-81 increase than is the Association's offer. Moreover, the Association has not provided any justification for its departure from last year's settlement pattern. As stated by Arbitrator June Miller Weisberger:

"In interest arbitration cases, it is customary to require special justification by the party proposing an abrupt departure from past or customary practices." (Brown Deer Education Association and School District of Brown Deer, WERC Case XV, No. 26131 MED/ARB 704.)

Based on a comparison between comparable school districts, the Board's offer allows the District to retain its relative position among those comparables. In almost all cases the Board's offer actually increases the gap between it and comparable districts. On the other hand, acceptance of the Association's offer would cause a substantial increase in the District's lead over comparable districts without any justification.

According to the Board, the pay of part-time instructors compares favorably with part-time pay in other districts. The Board's offer provides for a 75¢ across-the-board increase in the part-time salary schedule. Coupled with a 50¢ step increment for part-time I, those teachers moving through the salary schedule would be getting an increase of \$1.25 per hour. The cost of the increase offered by the Board is 10.42%. The Board's offer would put its minimum part-time salary schedule second among comparables to Gateway, and would put its maximum first among comparables. The Association has provided no justification for any additional increase.

Curriculum pay in the District compares favorably with curriculum pay in other districts. The 1980-81 package provided instructors with a \$12 per hour curriculum pay schedule, highest among all comparables by more than \$1. Again the Association has provided no justification for a further increase.

It is argued by the District that its substitute pay compares favorably with substitute pay in other districts. The 1980-81 package provided substitute instructors with a 13.3% increase putting their hourly rate at between \$8.50 and \$10.50--one of the highest of all comparables. Again, the Association has failed to provide justification for a further increase.

According to the Board its offer is consistent with other internal settlements. The Board's proposed offer of 11.4% amounts to a \$1,918 increase for those instructors at the BA maximum, and a \$2,182 increase for those instructors at the MA maximum. This increase compares very favorably with the 10%, 1981-82 increase received by the District's classified AFSCME employees, and the 10.25% increase received by salaried employees. While the Board concedes that the average management increase for 1981-82 was \$2,509, the Board emphasizes that management employees work the entire year. If the increases were prorated over 190 days, the average increase for management employees would be only \$1,834, less than the BA maximum increase of \$1,918 and the MA maximum increase of \$2,182. On a prorated basis the average increase for management employees would be more than \$500 less than the average increase received by instructors under the Board's 1981-82 offer. The Board's final offer puts the teachers in at least as good a position as all other District employees.

The parties settled voluntarily for an 11.5% increase in 1980-81. The Board's proposed 11.4% increase for 1981-82 is much closer to the amount freely bargained by the parties last year than is the 13.19% increase proposed by the Association. Additionally, the Board's offer provides full-time teachers at the top of the BA and MA scale with almost exactly the same dollar increase for 1981-82 as they received for 1980-81. In light of the lower rate of inflation, the Board's offer is more than adequate to keep pace with inflation.

The District BA maximum in 1979-80 was \$21,331 and that was increased by \$1,920 to \$23,251 for 1980-81. The Board's

proposal would increase that by another \$1,918 for 1981-82 to \$25,169. Similarly, the District's MA maximum was increased by \$2,184 in 1979-80 (from \$24,270 to \$26,454), and the Board's proposal would increase this by another \$2,182 to \$28,636 for 1981-82. The Board's proposed percentage and actual dollar increases are in keeping with the most recent voluntary settlements between the parties.

A further assertion is made by the Board that in addition to comparing favorably with other VTAE settlements, internal comparables, the parties' 1980-81 settlement, and other municipal and school employe settlements throughout the country, the Board's offer compares favorably with private settlements in Wisconsin and throughout the nation. The Board asserts its offer of 11.4% increase is well above the local and national average.

According to the Board, the Consumer Price Index is not the appropriate measure to be used for the purpose of determining the cost of living. Numerous commentators have argued for, and numerous arbitrators have accepted, the proposition that the Consumer Price Index is an inappropriate measure of changes in the cost of living, particularly for middle-class employes with fully paid medical plans. Arbitrator Kerkman has stated:

"The Employer citations of prior arbitration Awards with respect to the shielding against the impact of health insurance premiums and with respect to settlements entered into among other units experiencing the same cost-of-living climate are persuasive."

Regardless of whether the Board's offer of 11.4% is compared with the revised CPI or the PCE, it is clear that the teachers will more than keep up with the increase in cost of living. This factor provides justification for the selection of its final offer.

For the foregoing reasons, the Board submits that its final offer should be accepted by the mediator-arbitrator in this proceedings.

DISCUSSION:

Section 111.70(4)(cm)7 of the Wisconsin Statutes sets forth the factors to be considered by the arbitrator in arriving at an award. Those factors are:

- "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 the same community and in comparable communities and in private employment in the same community and 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."

There is no issue in this case as to the lawful authority of the municipal employer. The parties have entered into certain stipulations relating to the costs of their respective proposals as well as the costs of settlements of other VTAE districts. There is no contention in this case that the District does not have the financial ability to implement either party's final offer.

The first area of disagreement involves the selection of comparables. The Association proposes that the fifteen VTAE districts which negotiate master agreements are most comparable based on the factor that instructors in all VTAE schools perform similar services. Should the area be narrowed, the Association urges that Madison and Milwaukee be considered as comparable. A second comparability group selected by the Association includes the K-12 and 9-12 school districts geographically surrounding WCTI.

The Board contends that the most comparable district is Gateway. Other comparable districts include Fox Valley, Moraine Park, Northeast and Blackhawk. To a lesser extent Lakeshore, Midstate and Southwest could also be considered as comparable. The Board takes the position the K-12 schools are not comparable.

Numerous arbitrators have addressed the issue of comparables, however none are more relevant to this case than Arbitrator Frank Zeidler's award in Gateway Federation of Teachers and Gateway Vocational, Technical and Adult Education District, Case XVI, No. 24404, MED/ARB-356, Dec. #17168-A. In Gateway Arbitrator Zeidler concluded the most comparable district to Gateway is WCTI based on geographic considerations and enrollment. Other comparable districts include Fox Valley, Moraine Park, Northeast, and Blackhawk, while less comparable are Milwaukee and Madison.

The undersigned is persuaded, based on Arbitrator Zeidler's award and the record, that the appropriate comparables in this case

include Gateway, Fox Valley, Moraine Park, Northeast, and Blackhawk, with Madison and Milwaukee, based on size, having marginal impact upon the District.

First Issue:

Curriculum or Advanced Standing Assessment Activities Pay

The evidence establishes that the comparable districts have the following curriculum pay rates for 1980-81 and 1981-82.

<u>District</u>	<u>1980-81</u>	<u>1981-82</u>
Gateway	\$8.24/hour	\$9.17/hour
Fox Valley	\$8.00/hour	
Moraine Park	1/1330 of salary \$9.10 - \$16.81/hr.	1/1330 of salary \$9.46 - \$18.64/hr.
Northeast	\$10.00/hour	
Blackhawk	Flat Sum	
Madison	\$10.85/hour	
Milwaukee	None	
WCTI	\$12.00/hour	\$12.00/hr. District \$13.25/hr. Association

The evidence establishes that of those districts that pay an hourly rate, the rate of \$12 per hour paid by WCTI was the highest rate for 1980-81. Of the comparable districts paying an hourly rate, only Gateway has the rate established for 1981-82 and that rate is \$9.17 per hour. Based on the evidence, it appears that the District's rate of \$12 per hour for 1981-82 will probably be the highest hourly rate paid among the comparable districts, even allowing for an increase.

The Board has offered no increase for curriculum pay for 1981-82, while the Association is proposing an increase of \$1.25 per hour or 10.4%. Based on the fact that the District is among the higher districts for curriculum pay, an increase of 10.4% hardly seems warranted. Alternatively, the granting of no increase for 1981-82 would be similarly inappropriate if this were the only issue in dispute. Given the choice between no increase and an increase of 10.4%, the undersigned would be inclined to award in favor of the Association.

Second Issue:

Substitute Pay

Presently teachers who substitute for other teachers receive \$8.50 per period for the first ten periods in a month, and \$10.50 for each period thereafter in a month. The Association is requesting the rates be increased to \$9.50 and \$11.50 respectively. The District has made no proposal to increase the present rates.

Of those districts indicating payment to teachers who substitute during their free periods, the following rates are indicated:

Milwaukee	\$6.50 - \$8.50/hour
Madison	\$10.85/hour
Northeast	1/1400 of salary (\$8.56 - \$16.43)

Of the comparable districts, Gateway, Fox Valley, and Moraine Park indicated that either instructors did not substitute during their free periods or instructors did not receive additional compensation for substituting.

There is a paucity of evidence upon which to make a reasoned judgment regarding this issue. However, based upon the evidence which is available, one must conclude that the District is competitive.

Third Issue:

Salary Increases for Full-time and Part-time II Instructors

The Association is proposing a 10% increase at each step of the salary schedule which, with incremental increases, results in a 11.81% increase in salary costs. The Board is proposing a 8.25% increase at each step of the salary schedule which, with incremental increases, results in a 10.03% increase in salary costs.

The following table shows the BA lane comparisons between WCTI and the comparable districts for 1980-81:

<u>District</u>	<u>Beginning Salary</u>	<u>Tenth Step</u>	<u>Maximum</u>
Blackhawk	\$12,744	\$17,825	\$19,521
Fox Valley	12,904	16,965	19,222
Moraine Park	12,098	16,301	18,169
Gateway	12,794	17,590	18,272
Northeast	12,285	18,080 ¹	18,080
Madison	14,245	20,688	24,256
Milwaukee	15,356	21,827	25,422
WCTI	13,123	20,010	23,251

The following table shows the MA lane comparisons between WCTI and the comparable districts for 1980-81:

<u>District</u>	<u>Beginning Salary</u>	<u>Tenth Step</u>	<u>Maximum</u>
Blackhawk	\$14,168	\$19,817	\$22,329
Fox Valley	14,453	18,953	21,953
Moraine Park	13,946	18,149	20,951
Gateway	13,957	18,764	22,553
Northeast	13,555	21,220	23,000
Madison	15,697	22,203	25,976
Milwaukee	16,794	23,265	26,860
WCTI	14,246	21,714	26,454

A review of the above tables establishes that the District has substantially higher salaries at the beginning salary, the tenth step, and at the maximum salary than comparable districts.

1. 9th step is maximum.

Thus, going into the 1981-82 contract year, the District's salary schedules are substantially greater than the schedules of comparable districts.

According to the evidence,² the final proposals for comparable districts in the areas of salary increases and total package for 1981-82 are as follows:

<u>District</u>	<u>Salary Increase</u>	<u>Total Package</u>
Moraine Park	9.83%	11.12%
Northeast	10.76%	11.33%
Gateway	11.10%	11.70%
Madison	Board: 9.99%	11.56%
	Union: 12.03%	13.51%
WCTI	Board: 10.03%	11.15%
	Assoc: 11.81%	12.83%

The difference between the costs of the Association's proposal and the Board's proposal is 1.78%. The Association's salary proposal may be characterized as somewhat higher than the reported settlements, while the Board's proposal may be characterized as somewhat lower, at least in percentage terms. However, considering the fact that the District's salaries are higher than those paid by comparable districts, its offer will generate, in dollars, increases equal to or greater than the increases enjoyed by the comparable districts.

While percentage increases serve as a useful guide to settlements, the ultimate comparison must be made in dollars. It is impossible, based on the information available, to calculate the impact of salary increases on the schedules of comparable districts, as figures include increments and earned credits. Assuming a similar distribution of teachers on the salary schedules for all districts, even if the Board's percentage increase is somewhat less than the percentage increase of comparable districts, its dollar increases will at least approximate other settlements.

The total package costs of the Association's proposal are higher than the total package costs of comparable districts, and because the District already pays higher salaries, the total package costs will be greater in dollars. Additionally, the total package costs of the Board's final offer are most closely aligned with the settlements in the comparable districts.

The CPI, which had been in double digits for a period of time, is now receding and is projected to drop further. Thus the CPI cannot be relied upon to support a salary increase of 11.81% or a total package cost of 12.83%.

Based on a comparison of salaries paid by the District with those paid by comparable districts, a comparison of salary increases, a comparison of total package costs, and consideration of the CPI, it is the opinion of the undersigned that the Board's final offer regarding salaries is the more reasonable.

2. The figures include: base salaries including increments, earned credits, employer and employee shares of STRS, social security, all insurance excluding worker's compensation.

Fourth Issue:

Salary Increases for Part-time I Instructors--Those with less than one-half of the normal full-time workload.

The Association is proposing an increase of \$1.50 at each step of the salary schedule, while the Board is proposing an increase of 75¢ at each step. Neither proposal appears to be particularly persuasive. The Association's proposal seems unreasonably high, while the Board's proposal seems unreasonably low. It appears that an increase somewhere between the parties' respective offers would be more appropriate.

Fifth Issue:

A. Maximum Monthly Insurance Premium

B. Insertion of language stating:

"The level of benefits shall be substantially similar to those provided under the comprehensive health plan."

The issue of the maximum insurance premium is essentially a non-issue. The amounts specified for the single plan, \$75, are identical in both final offers. The only difference regarding the insurance premium is found in the family plan, and that difference is the \$165 proposed by the Association and the \$150 proposed by the Board.

It has been established that the premium payment of \$150 per month for a family will cover the costs of insurance for 1981-82. Therefore there is no reason to put the figure \$165 in the agreement. The agreement expires in 1982, and the parties can again negotiate an increased payment if the premium increases, which it undoubtedly will.

The second issue is far more difficult. If it is the intent of the Board to provide a substantially similar level of benefits to retirees as it provides to active teachers, there is no apparent reason not to express such intent in the agreement. Certainly the District has provided no persuasive rationale for not incorporating the requested language in the agreement. Based on the record before the undersigned, if this were the only issue he would award in favor of the Association.

CONCLUSION:


Neither party's final offer can be characterized as unreasonable, consequently the arbitrator must select the more reasonable of the two final offers. There are aspects of each offer which are, in the opinion of the undersigned, more reasonable than the other party's offer. After having given due consideration to the evidence, arguments, and statutory guidelines, it is the opinion of the undersigned that the Board's final offer is the more reasonable and therefore must prevail.

Therefore the undersigned makes the following

AWARD

That the Board's final offer be adopted and implemented for the 1981-82 contract period.

Dated January 8, 1982.


Neil M. Gundermann, Arbitrator