

RECEIVED

MAY 25 1982

EDWARD B. KRINSKY, ARBITRATOR
2021 Chamberlain Avenue
Madison, Wisconsin 53705
(608) 257-1060 or 231-1898

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

* * * * *

In the Matter of Mediation-Arbitration
Between

School District of Reedsburg

-and-

Reedsburg Education Association

* * * * *

Case XII
No. 22758
Med/Arb - 1087
Decision No. 19119-A

Appearances: Kenneth Cole, Wisconsin Association of School
Boards, for the District

James M. Yoder, Executive Director, South Central
United Educators, for the Association

On November 19, 1981, the Wisconsin Employment Relations
Commission appointed the undersigned as mediator-arbitrator
for the above-captioned case. On February 10, 1982, mediation
took place at Reedsburg, Wisconsin. At the outset there were
three issues in dispute. Two of them, fair share and layoff
were resolved in mediation, and the parties agreed to modify
their final offers to reflect that agreement.

The parties agreed to waive an arbitration hearing and agreed to
make their presentations to the arbitrator by briefs and reply
briefs. The record was completed on April 19, 1982.

The modified final offers of the parties are as follows:

District

	BA		BA+12		BA+24		BA+36		MA		MA+12	
0	12,100	400	12,300	400	12,500	400	12,700	400	12,900	500	13,100	500
1	12,500		12,700		12,900		13,100		13,400		13,600	
2	12,900		13,100		13,300		13,500		13,900		14,100	
3	13,300		13,500		13,700		13,900		14,400		14,600	
4	13,700		13,900		14,100		14,300		14,900		15,100	
5	14,100		14,300		14,500		14,700		15,400		15,600	
6	14,500		14,700		14,900		15,100		15,900		16,100	
7	14,900		15,100		15,300		15,500		16,400		16,600	
8	15,300		15,500		15,700		15,900		16,900		17,100	
9	15,700		15,900		16,100		16,300		17,400		17,600	
10	16,100	400	16,300		16,500		16,700		17,900		18,100	
11			16,700	400	16,900		17,100		18,400		18,600	
12					17,300	400	17,500		18,900		19,100	
13							17,900	400	19,400		19,600	
14									19,900	500	20,100	500

Association

The Association's final offer is identical to the District's
(shown above) except for the BA+24 and BA+36 lanes which are as
follows:

<u>BA+24</u>	<u>BA+36</u>
12,500	12,700
12,950	13,150
13,400	13,600
13,850	14,050
14,300	14,500
14,750	14,950
15,200	15,400
15,650	15,850
16,100	16,300
16,550	16,750
17,000	17,200
17,450	17,650
17,900	18,100
	18,550

FACTS

The parties have agreed to all aspects of their 1981-82 salary schedule except the increments in the BA+24 and BA+36 columns. Thus they are agreed on the number of steps and lanes, and the base salary figures for each lane.

Both parties' presentation focused almost entirely on comparisons with other school districts. No facts or arguments were presented concerning cost of living increases, overall compensation, or ability to pay, all of which are appropriate to the arbitrator's consideration under the statute.

Both parties are in agreement that comparisons with other districts in the South Central Athletic Conference are appropriate.*

Association Exhibit #16 shows what the other conference districts have settled for at the BA level.

SOUTH CENTRAL ATHLETIC CONFERENCE

1981-1982

	<u>BA Minimum</u>
Baraboo	12,450
Reedsburg - Association Final Offer	12,100
<u>Reedsburg - District Final Offer</u>	<u>12,100</u>
Mauston	12,000
Sparta	12,000
Tomah - District Final Offer	11,925
Adams-Friendship - Association Final Offer	11,900
Adams-Friendship - District Final Offer	11,900
Tomah - Association Final Offer	11,865
Portage	11,850
Wisconsin Dells	11,800

Source: WEAC Research
Master Agreements 1981-1982

These figures demonstrate that the parties in this case have agreed to a minimum BA salary which ranks Reedsburg 2nd of 8 in the conference.

* The Association urged use of other comparisons as well, but the arbitrator is of the opinion that the Conference comparisons are most appropriate.

Association Exhibit #17 shows the figures for the conference districts at the BA maximum level.

SOUTH CENTRAL ATHLETIC CONFERENCE

1981-1982

	<u>BA Maximum</u>
Adams-Friendship - Association Final Offer	<u>18,500</u>
Portage	18,486
Baraboo	18,115
Sparta	18,000
Tomah - Association Final Offer	17,535
Wisconsin Dells	17,409.68
Tomah - District Final Offer	17,070
Adams-Friendship - District Final Offer	17,024
Mauston	16,550
<u>Reedsburg - Association Final Offer</u>	<u>16,100</u>
<u>Reedsburg - District Final Offer</u>	<u>16,100</u>

Source: WEAC Research
Master Agreements 1981-1982

The parties in this case thus have agreed on a BA lane maximum figure which ranks 8th of 8 districts in the conference. The agreed upon figure (\$16,100) is at least \$1,400 below the median figure for the conference, depending on the outcome of not-yet-settled negotiations in Adams-Friendship and Tomah.

District Exhibit #7, with the Sparta settlement added from the Association's exhibits, shows what the conference districts have agreed upon for 1981-82 at the MA minimum (except for Adams).

CONFERENCE DISTRICTS

	MA BASE
<u>DISTRICT</u>	<u>1981-82</u>
Adams	N.A.
Baraboo	\$13,050
Mauston	12,700
Portage	12,800
Reedsburg	(Bd.) 12,900
	(Assn.) 12,900
Sparta	12,675
Tomah	(Bd.) 12,825
	(Assn.) 12,635
Wisconsin Dells	12,746

These figures show that Reedsburg is ranked 2nd of 7 districts. (Also, in 1980-81 the figure for Adams was \$50 below Reedsburg.)

District Exhibit #8, with the Sparta settlement added from Association Exhibits, shows the figures for the other conference districts at the maximum of the MA lane.

CONFERENCE DISTRICTS

MA LANE MAXIMUM

<u>DISTRICT</u>	<u>1981-82</u>
Baraboo	\$21,272/14
Mauston	19,100/16
Portage	19,408/14
Reedsburg (Bd.)	19,900/14
Reedsburg (Assn.)	19,900/14
Sparta	20,525/15
Tomah (Bd.)	18,810/16
Tomah (Assn.)	19,390/14
Wisconsin Dells	21,798/16

These figures show that of the 7 schools (not including Adams), Reedsburg ranks 4th.

One of the disputed lanes is BA+24. The only other districts in the conference which have a BA+24 lane are Adams, Baraboo, Sparta and Wisconsin Dells. The BA+24 figures for 1981-82 are as follows:

	<u>1981-82</u> <u>BA+24 Min.</u>	<u>1981-82</u> <u>BA+24 Max.</u>	<u>#</u> <u>Steps</u>
Adams (Assn.)	12,300	19,200	n.a.
(District)	12,260	18,518	n.a.
Baraboo	12,850	19,532	13
Reedsburg (Assn.)	12,500	17,900	12
(District)	12,500	17,300	12
Sparta	12,450	18,450	13
Wisconsin Dells	12,365	19,817.94	14

The parties in this case agree that the BA+24 minimum is \$12,500, which ranks 2nd of 5 of the five districts for which figures are available. At the maximum, whichever offer is selected, Reedsburg ranks 5th of 5, \$600-\$1,900 below the median, depending on outcomes in Reedsburg and Adams. Portage does not have a BA+24 lane. Its closest equivalent is BA+18 which has a minimum of \$12,300 and a maximum (14 steps) of \$18,936.

Tomah also does not have a BA+24 lane. Its closest equivalent is BA+15 which has a minimum of \$12,250 (Assn.) or \$12,325 (Board) and a maximum of \$18,220 (Assn.-16 steps) or \$17,470 (Board-15 steps).

Mauston also does not have a BA+24 lane. Its closest equivalent is BA+15 which has a minimum of \$12,300 and a maximum of \$17,175 (13 steps).

If these figures are combined with the BA+24 figures, then under either final offer, Reedsburg will be ranked 6th or 7th of 8 districts at the BA+24 maximum.

The other disputed lane is BA+36. None of the other conference districts have a BA+36 lane. The parties agree on the minimum salary of \$12,700 but disagree about the lane maximum: \$18,550 (Assn.); \$17,900 (District).

For comparison purposes, each of the other conference districts is shown with its BA lane nearest to BA+36.

		1981-82		
		BA+36 or Nearest BA Equivalent		
		<u>Minimum</u>	<u>Maximum</u>	<u># Steps</u>
Adams (Assn.)	BA+30	12,400	19,375	n.a.
(District)	BA+30	12,350	18,678	n.a.
Baraboo	BA+40	13,050	21,272	14
Mauston	BA+15	12,300	17,175	13
Portage	BA+30	12,800	19,968	14
Reedsburg (Assn.)	BA+36	12,700	18,550	13
(District)	BA+36	12,700	17,900	13
Sparta	BA+24	12,450	18,450	13
Tomah (Assn.)	BA+15	12,250	18,220	16
(District)	BA+15	12,325	17,470	15
Wisconsin Dells	BA+24	12,365	19,817.94	14

If these figures are combined, then Reedsburg will rank no higher than 5th (if the Association offer is selected) and no lower than 7th (if the District offer is selected) out of 8 districts, with the ranking dependent also on the outcome of negotiations in Tomah.

Board Exhibit #11 shows that of 138 f.t.e. teachers employed by the District in 1980-81, 14 were in the BA+24 lane, and 14 were in the BA+36 lane.

DISCUSSION

This is a very narrow dispute, involving differences of increments in two BA lanes, affecting 28 of 138 teachers (20.3%) in those lanes. The parties are in agreement about the minimum salaries for these lanes.

The dispute must be viewed also in the context of the remainder of the salary schedule. The parties have agreed to a maximum of the BA lane which ranks 8th of 8 districts, and at the MA lane the agreed upon maximum ranks 4th of 7 districts, not counting Adams.

The maximum of the BA+24 for Reedsburg will rank 4th of the 4 districts having a BA+24 lane, and no higher than 5th of 7 districts if the nearest BA lane equivalent is used for the other districts. (Fifth if the Association offer is selected; 6th if the District offer is selected.)

The BA+36 lane is more difficult to compare, since Reedsburg is the only conference district which has that lane. Using the nearest equivalent lane for the other districts poses problems because the only almost-equivalents are two districts with BA+30 and BA+40 lanes. Nonetheless if these comparisons are made, Reedsburg will rank 4th-6th of 7 depending on which offers are selected in Reedsburg and Tomah.

Given the relative rankings at the BA maximum and MA maximum levels, the arbitrator does not view either party's final offer at the BA+24 or BA+36 lanes as more compelling than the other.

It is not possible, given the data presented by the parties to draw meaningful comparisons between the districts' relative standing in 1981-82 compared to 1980-81, since the 1980-81 data in the record are only provided for a few of the districts. However, one can compare the 1980-81 Reedsburg schedule with the parties' final offers in Reedsburg.

They have agreed on dollar increases which translate to the following percentage increases for 1981-82 as compared with 1980-81:

BA-Base (10.00%)	BA+12 Base (9.82%)	MA Base (9.32%)	MA+12 Base (9.17%)
BA-Max (9.90%)	BA+12 Max (8.48%)	Ma Max (11.24%)	MA+12 Max (9.84%)

BA+24 Base (9.65%)

BA+36 Base (9.48%)

Thus, the parties have agreed to increase all base salaries from 9.17% to 10.0%. They have agreed to raise lane maximum salaries, excluding those in dispute here, from 8.48% to 11.24%.

The proposed lane maxima for the disputed lanes in 1981-82 contrasted to 1980-81 are as follows:

	<u>BA+24</u> <u>Maximum</u>	<u>BA+36</u> <u>Maximum</u>
District	7.19%	5.39 %
Association	10.9%	9.21%

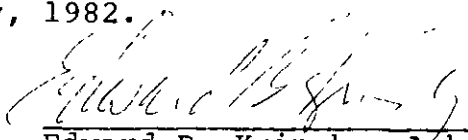
It is clear from these figures that the Association's proposed maximum salaries fit within the range of salaries for the maxima of the other lanes (8.48% to 11.24%), while the District's do not.

The arbitrator does not find in the District's arguments in this case, a convincing rationale for not increasing these lanes as much as the other lanes on the schedule. The District argues that these lanes should be at a level such that there will be an incentive for teachers to get their Masters degree and not stay in the BA+24 and BA+36 lanes. The parties at some point agreed to have a BA+24 and BA+36 lane. If the parties continue to have these lanes they should continue to treat teachers in them fairly. If they want to provide incentives, they should attempt to agree on them. The arbitrator does not feel that he has sufficient evidence in the record to conclude that such incentives are necessary at this time and that they should be put in through arbitration.

As should be clear from the facts and discussion in this case, there is very little to choose from in selecting one final offer over another. However, since the arbitrator must select one, he believes that the Association's offer should be selected. In reaching this decision the arbitrator has considered the statutory criteria for the arbitrator's decision-making, as set out at 111.70 (4)(cm)7, Wis. Stats., and all of the arguments of the parties.

The arbitrator awards in favor of the Association's final offer.

Dated this 21st day of May, 1982.


Edward B. Krinsky, Arbitrator