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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

APR 30 1982

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :  
: LOMIRA EDUCATION ASSOCIATION :  
: :  
To Initiate Mediation-Arbitration : Case V  
Between Said Petitioners and : No. 28293 MED/ARB-1290  
: Decision No. 19126-A  
LOMIRA SCHOOL DISTRICT :  
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APPEARANCES:

Mr. Armin Blaufuss, Director, Winnebago Land UniServ Unit-South,  
appearing on behalf of the Association.

Mr. Kenneth Cole, Director of Employee Relations, Wisconsin  
Association of School Boards, appearing on behalf of  
the District.

ARBITRATION AWARD

Pursuant to Section 111.70 (4) (cm) 6.b of the Municipal  
Employment Relations Act, the Wisconsin Employment Relations  
Commission appointed the undersigned to serve as Mediator-  
Arbitrator in the matter of a collective bargaining dispute  
between Lomira Education Association, hereinafter the Association,  
and Lomira School District, hereinafter the District. Mediation,  
as contemplated by the statute, was conducted at Lomira, Wiscon-  
sin, on February 2, 1982. Mediation resolved some but not all  
of the issues in dispute. By the prior agreement of the parties,  
the undersigned convened an arbitration hearing to take evidence  
on the issues still in dispute on February 3, 1982. The pro-  
ceeding was not transcribed. The parties were given full  
opportunity to present relevant testimony and evidence. Post-  
hearing briefs were filed by the parties on March 1, 1982.

ISSUES:

During the course of the mediation conducted on February 2,  
1982, the parties resolved several outstanding issues on the basis  
of the following stipulated settlement relative to the 1981-82  
collective bargaining agreement:

1. Mileage reimbursement at 20¢ per mile.
2. Deletion of physical examination language from the contract.
3. Hourly rates of:
  - \$6.25 noon duty
  - \$6.25, 8.75, 12.50 extra duties
  - \$6.00 substitute pay
  - \$6.00 extended contract

Five issues remained in dispute subsequent to mediation efforts. The parties' final offers with respect to salary base and schedule, STRS, Driver's Education hourly rate, additional class load rate and dental insurance for the 1981-82 collective bargaining agreement are as follows:

Association Final Offer

Article III - Sections 2 and 3  
 Salary - \$12,100 base (salary schedule on following page).

Article III - Section 1  
 STRS - "5% of all teachers wages that are reportable to the State Teachers' Retirement System."

Article V - Section 2  
 Driver's Education - \$7.75 per hour.

Article I - Section 8 (D)  
 Additional classload - \$6.75 per hour.

Article IV (G) - new  
 Dental Insurance

The School District shall pay the dollar amount as stated by the insurance carrier for single and family dental insurance coverage. Such coverage shall include 100% of Diagnostic and Preventive, 80% of Basic Services, 50% of Inlays, Onlays, Porcelain Jackets, Cast Crowns and 50% of Bridgework.

Coverage shall be equivalent to WEA Insurance Trust Plan 702H.

Dental to be implemented the later of February 1, 1982 or within thirty (30) days after voluntary settlement or an arbitrator's award.

## Association offer

	BA	+6	+12	+18	+24	+30	MA	MA+6	+12
1	12,100	12,317	12,534	12,751	12,968	13,185	13,402	13,619	13,836
2	12,557	12,774	12,991	13,208	13,425	13,680	13,986	14,203	14,420
3	13,014	13,231	13,448	13,665	13,882	14,175	14,570	14,787	15,004
4	13,471	13,688	13,905	14,122	14,339	14,670	15,154	15,371	15,588
5	13,928	14,145	14,362	14,579	14,796	15,165	15,738	15,955	16,172
6	14,385	14,602	14,819	15,036	15,253	15,660	16,322	16,539	16,756
7	14,842	15,059	15,276	15,493	15,710	16,155	16,906	17,123	17,340
8	15,299	15,516	15,733	15,950	16,167	16,650	17,490	17,707	17,924
9	15,756	15,973	16,190	16,407	16,624	17,145	18,074	18,291	18,508
10	16,213	16,430	16,647	16,864	17,081	17,640	18,658	18,875	19,092
11	16,670	16,887	17,104	17,321	17,538	18,135	19,242	19,459	19,676
12		17,344	17,561	17,778	17,995	18,630	19,826	20,043	20,260
13			18,018	18,235	18,452	19,125	20,410	20,627	20,844
14				18,692	18,909	19,620	20,994	21,211	21,428
15					19,366	20,115	21,578	21,795	22,012

District Final Offer

Article III - Section 2 and 3

Salary - \$12,300 base (salary schedule on following page).

Article III - Section 1

STRS - "5% of base salary for each employee."

Article V - Section 2

Driver's Education - \$7.50 per hour.

Article I - Section 8 (D)

Additional Classload - \$6.00 per hour.

The statute requires that the Mediator-Arbitrator, acting as arbitrator, adopt the final offer of one of the parties without modification. The decision of the arbitrator is final and binding upon the parties and shall be incorporated into the 1981-82 written agreement of the parties along with previous tentative agreements. Section 111.70 (4) (cm) 7 Wis. Stats. sets forth the criteria to be considered by the undersigned in rendering an award:

- "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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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 employees, 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.

1981-82 PROPOSED SALARY SCHEDULE

step:	(A) BA	(B) +6	(C) +12	(D) +18	(E) +24	(F) +30	(G) PA
1.	12,300	12,500	12,700	12,900	13,100	13,300	13,500
2.	12,720	12,920	13,120	13,320	13,520	13,725	13,975
3.	13,140	13,340	13,540	13,740	13,940	14,150	14,450
4.	13,560	13,760	13,960	14,160	14,360	14,575	14,925
5.	13,980	14,180	14,380	14,580	14,780	15,000	15,350
6.	14,400	14,600	14,800	15,000	15,200	15,425	15,825
7.	14,820	15,020	15,220	15,420	15,620	15,850	16,300
8.	15,240	15,440	15,640	15,840	16,040	16,275	16,775
9.	15,660	15,860	16,060	16,260	16,460	16,700	17,250
10.	16,080	16,280	16,480	16,680	16,880	17,125	17,725
11.	16,500	16,700	16,900	17,100	17,300	17,550	18,200
12.		17,120	17,320	17,520	17,720	17,975	18,675
13.			17,740	17,940	18,140	18,400	19,150
14.				18,360	18,560	18,825	19,625
15.					18,980	19,250	20,100
16.						19,675	20,575
17.							21,050
	(13½) 183,690	(7) 109,130	(8) 137,720	(8½) 144,930	(4) 64,160	(3) 59,025	(4½) 84,538

Board's Final Offer - 8/27/81

783,193

- 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 Association argues that the contiguous districts listed below are the most appropriate districts for comparison to Lomira:

	<u>Number of Members</u>
Campbellsport	1406
Fond du Lac	6544
Hartford Union H.S.	1923
Kewaskum	2032
Mayville	1210
Oakfield	725
Slinger	2030
Lomira	966

To a lesser degree, the Association also contends that the following districts within a 25 mile radius of Lomira provide appropriate comparisons:

Beaver Dam	Plymouth
Dodgeland	Random Lake
Horicon	Rosendale-Brandon
Hustisford	Waupun
North Fond du Lac	West Bend

The Association argues that its final offer is consistent with the prevailing wage and fringe benefit pattern within the specific economic and geographic location represented by the contiguous

districts. The Association avers that Lomira has been grouped with the contiguous districts of Kewaskum, Slinger, Hartford UHS, Campbellsport and Mayville for comparability purposes in a previous arbitration proceeding. The Association claims that the districts within the Flyway Athletic Conference offered by the District for comparison to Lomira do not constitute the most appropriate comparables. The District, according to the Association, has not established the comparability of the athletic conference districts by failing to provide data on the valuation, levy rate or taxpayers' income in those districts.

The District contends that the districts within the Flyway Athletic Conference constitute appropriate comparables herein. The District argues that there is no great disparity in size among the districts and that they are all within the same geographic area. The Flyway Athletic Conference consists of the following districts:

	<u>1980-81 enrollment</u>
Campbellsport	1484
Horicon	1061
Lomira	991
Markesan	1178
North Fond du Lac	1129
Rosendale	1231
Oakfield	746
Mayville	1205

The undersigned has considered all of the comparables offered by both parties. She is persuaded that there are similarities in the geographic settlement pattern shared by the comparables proposed by both parties. The Association did not provide data with respect to the size of districts within a 25 mile radius but not contiguous to Lomira. Accordingly, less weight has been given to those districts although the terms of their settlements are indicative of the conditions of employment within the geographic area. Certain of the contiguous districts such as Fond du Lac, Slinger, Kewaskum and Hartford UHS are significantly larger than Lomira. The undersigned has given greater weight to the conditions of employment prevailing in the athletic conference districts. Some of those districts are contiguous to Lomira and of similar size.

## SALARY

The salary dispute between the parties involves the base salary and salary schedule for 1981-82. The Association proposes a base of \$12,100, a compression of the number of steps beyond BA +24 and the addition of educational lanes for MA +6 and MA +12 with 15 steps for each new lane. The District proposes a base of \$12,300 and continuation of the number of steps and educational lanes as those contained in the previous Agreement. The Association offer increases each cell by 8.8% while the District's offer increases each cell in all of the BA columns by \$1175 and each cell in the MA column by \$1205. The Association costs its salary offer as an increase of 10.01%. The Association claims that its total wage and fringe benefit package (which assumed an earlier implementation of dental insurance coverage) represents a 12.03% increase and that the District's offer contains a 10.20% total increase. The District characterizes the salary offers as increases of 11.4% for the Association and 10.1% for the District. The District states that its offer constitutes a package increase of 10.56% while the Association's offer amounts to an overall increase of 12.27%.

The District argues that, under its offer, the relative salary ranking of Lomira among conference districts will improve for each educational column with the exception of the MA column. The District contends that its offer is equivalent to settlements agreed upon in other districts when consideration is given to increases in fringe benefits not offered in Lomira. The District argues that the Association's salary proposal is excessive in view of the fact that cost of living increases have not exceeded 10.8% in recent months.

The Association argues that the District's offer is inequitable because it perpetuates preferential treatment for teachers without experience by offering the largest percentage increase to inexperienced teachers. The Association claims that its final offer is more reasonable in view of the comparables and prevailing wage pattern. According to the Association, package increases among contiguous districts ranged from 10.69% to 12.5% and from 11.51% to 13.04% for districts within a 25 mile radius of Lomira.

The Association asserts that all of the comparables offered, including the District's, have salary schedule lanes beyond MA and fewer maximum steps than the 17 proposed for continuation by the District.

The Association states that while the CPI was 10.8% for August, 1981, when the term of this agreement begins, a previous award under the mediation-arbitration statute held that the proper measure of protection from inflation is determined by the



settlements of other comparables experiencing the same inflation. 1/

The following salary and settlement data was generated from the Association's exhibits:

1981-82 Salary and Package Percentage Increases

<u>Contiguous Districts</u>	<u>Salary Increase</u>	<u>Package Increase</u>
Fond du Lac	10 %	12.04%
Hartford UHS	11.67	11.51 Bd. offer 12.43 Assn. offer <u>2/</u>
Kewaskum	11.74	11.69 Bd. offer 12.30 Assn. offer <u>3/</u>
Mayville	10.37	12.34
Oakfield	9.3	12.2
Slinger	11.65	12.59
Campbellsport	- not settled -	

<u>Districts within 25 mile radius</u>	<u>Salary Increase</u>	<u>Package Increase</u>
Beaver Dam	11.79%	12.76%
Hustisford	11.45	12.20
Random Lake	11.72	12.67
North Fond du Lac	11.5	13.1
Plymouth	12.08	13.1
Waupun	11.1	12.27
Rosendale	10.25	13.04
Horicon	COLA not to exceed 9%	

<sup>1</sup> Arbitrator Jos. Kerkman, Port Washington School District, MED/ARB-1072 (2-16-82).  
<sup>2</sup> Association Exhibit 39.  
<sup>3</sup> Ibid.

The undersigned has constructed the following table from District exhibits with respect to 1981-82 percentage increases for particular educational lanes in athletic conference districts:

		<u>BA</u> <u>base</u>	<u>BA</u> <u>max.</u>	<u>MA</u> <u>base</u>	<u>MA</u> <u>max.</u>	<u>Max #</u> <u>steps</u>
Campbellsport-	Bd. offer	8.4 %	12.76%	9.79%	16.99%	17
	Assn. offer	8	9.14	9.42	14.04	15
Horicon		9	8.99	9	8.99	12
Rosendale		8.5	8.5	8.5	8.53	15
Markesan		8.52	10.5	11.5	10.48	13
Mayville		7.86	8.33	8.33	8.32	13
North Fond du Lac		8.33	8.04	9.87	9.05	14
Oakfield		9.3	9.3	9.3	9.3	14
Lomira -	Bd. offer	10.56	7.66	9.53	6.07	17
	Assn. offer	8.76	8.77	8.73	8.73	15

The District also offered the following data:

Dollar Increase for 1981-82 Among  
Flyway Conference Districts

		<u>BA</u> <u>base</u>	<u>BA</u> <u>max.</u>
Campbellsport-	Bd. offer	\$ 945	\$2,135
	Assn. offer	900	1,530
Horicon		1,132	1,854
Rosendale		950	1,263
Markesan		950	1,550
Mayville		900	1,444
North Fond du Lac		925	1,380
Oakfield		1,044	1,201
Lomira-	Bd. offer	1,175	1,175
	Assn. offer	975	1,345

The undersigned is persuaded that the athletic conference comparables support the final offer of the Association on the basis of overall package increase and dollar increases on BA educational columns which affect substantial numbers of teachers. The arbitrator notes that the package increase in Rosendale was 13.04%, in Oakfield was 12.3% and in Mayville was 12.34. The Association's offer more closely approximates those settlement patterns. Furthermore, the dollar increases generated by the Association's proposed salary schedule appear more consistent with those agreed upon by other districts in the athletic conference. Similarly, the number of steps and educational lanes beyond the masters degree, as proposed by the Association are supported by the comparables.

### STRS

With respect to the issue of payment of the employees' contribution to retirement, the District's final offer provides continuation of District's payment of 5% of the individual's teaching salary. The Association proposes that the District contribute 5% of a teacher's gross salary. A review of STRS contributions within athletic conference schools discloses that four of the remaining seven districts pay on the basis of gross salary. The undersigned concludes that the comparables support the final offer of the Association on the issue of STRS standing alone.

### DRIVER'S EDUCATION AND ADDITIONAL CLASS HOURLY RATES

The Association's final offer provides an 11% increase in the hourly rate for Driver's Education from \$7.00 per hour to \$7.75 per hour. The District proposes that the Driver's Education rate be increased to \$7.50 per hour, a 7% increase. The Association proposal contain a 13% increase in the hourly rate for an additional class from \$6.00 per hour to \$6.75 per hour. The District proposes continuation of the \$6.00 rate for 1981-82.

The Association argues that the additional class rate has remained unchanged for three years. The Association further contends that an hourly rate of \$7.75 for Driver's Education is not unreasonable in view of the fact that the teacher assigned such duties earns a regular hourly rate of \$13.28 and in view of the duties and responsibilities associated with Driver's Education. The District asserts that the current Driver's Education rate is adequate and points out that no teacher has been assigned an additional class.

The arbitrator does not consider the issues of hourly rates for Driver's Education and additional classes to be determinative of the dispute herein. The record provides inadequate data with respect to the payment for similar duties in comparable districts. Accordingly, the hourly rates will be determined on the basis of the arbitrator's findings on the other issues.

#### DENTAL INSURANCE

The Association proposes that the District provide dental insurance to teachers, in the event that its final offer is selected by the arbitrator, effective after the date of Award. The District's final offer does not provide dental insurance. The approaching conclusion of the 1981-82 school year lessens the cost impact of the Association offer for this contract period.

The District acknowledges that there has been recent acceptance of dental insurance plans within comparable districts but states that it is a subject which should be bargained by the parties rather than imposed on the basis of comparables.

The arbitrator notes that three of the remaining seven athletic conference districts provide teachers with dental insurance. The undersigned is persuaded that the determination of new employment benefits, which have present and future economic ramifications, is best made by the parties at the bargaining table. While most of the contiguous districts provide dental coverage, less than half of the athletic conference districts provide such to date. The arbitrator finds the District's position with respect to dental insurance to be preferable.

#### SUMMARY

The arbitrator has concluded in the foregoing sections that the Association's final offer is supported on the issues of salary and STRS, that the District's final offer is preferable on the issue of dental insurance and that the issues of hourly rates for Driver's Education and additional classload are not determinative. Therefore, it follows that the Association's final offer on all issues is to be adopted. Having considered the parties' final offers, the evidence and arguments of counsel, and having applied 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 prior stipulations of the parties, for the 1981-82 contract year.

Given this 29<sup>th</sup> day of April, 1982 at Madison, Wisconsin.

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