

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of	:	
	:	
WESTFIELD EDUCATION ASSOCIATION	:	Case VII
	:	No. 28496
To Initiate Mediation-Arbitration	:	MED/ARB - 1357
Between Said Petitioner and	:	Decision No. 19158-#
	:	
SCHOOL DISTRICT OF WESTFIELD	:	
	:	
----- x	:	

APPEARANCES

John Coughlin, Mulcahy & Wherry, S.C., on behalf of  
the District

Delmar Simmons, on behalf of the Association

On December 9, 1981 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned 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 the above identified District and Association. Pursuant to statutory responsibilities, the undersigned conducted a public hearing and mediation proceedings between the parties on February 10, 1982, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on February 15, 1982 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by April 7, 1982. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following arbitration award.

The issues in dispute involve the 1981-82 salary schedule. The parties also disagree as to what constitutes comparable districts.

Since the comparability issue may have a significant impact on the outcome of the salary schedule issue, it will be discussed first.

COMPARABILITY

The Association has proposed the use of the following seven districts: Lake Mills, Campbellsport, Columbus, Darlington, Mayville, Markesan, and Horicon. It also proposes utilizing statewide averages. The District has proposed utilizing the districts in the Dual County Athletic Conference.

Association Position

The Association's comparables are the most appropriate. The list was chosen based on DPI information with regard to equalized valuation and number of pupils. All of the districts are K-12, and include districts above and below Westfield in the categories identified.

Since Westfield has been included among comparables outside the Dual County Athletic Conference in other mediation-arbitration proceedings, it is appropriate to compare such districts in this arbitration. Although the Association has also submitted the Dual County Athletic Conference schools as a comparable, it is submitted that the state average on salaries is a more significant measure of comparability to be utilized.

District Position

The Association has continually emphasized the Dual County Conference schools as appropriate comparables. Moreover, several recent med/arb awards have identified these conference schools as the primary comparables for Westfield. Furthermore, these schools are appropriately of similar size and are geographically proximate.

On the other hand, the Association prefers to add a broad range of comparables including distant school districts. This approach would depart from past practices and minimize the significance of the geographic proximity.

#### Discussion

The undersigned has selected the following five districts as comparables in this proceeding: Poynette, Pardeeville, Montello, Markesan, and Columbus. These districts have been selected because of their relatively similar size, their geographic proximity, and because they all have completed 1981-82 agreements. Because ability to pay is not an issue in this proceeding, the resources available in said districts to support their educational programs has not been utilized as a criterion in compiling this group of comparables.

Although the parties initially agreed to the use of member districts of the Dual County Conference as comparables, the undersigned does not believe, particularly in light of the parties' current disagreement over the exclusive use of same, that all of the districts in the Conference, several of which are appreciably smaller than Westfield, provides a fair and reliable basis for comparison. Accordingly, the undersigned has selected from the Dual County Conference schools those which are relatively comparable in size to Westfield. In addition, the two additional districts which are geographically proximate, which are of relatively similar size, and which have been utilized as comparables to Westfield in other med/arb proceedings have also been utilized as comparables herein since the use of said districts gives more reliability to the comparative data analyzed herein.

Additional Association proposed comparables have not been incorporated into the list of comparables utilized herein since they are not geographically proximate to Westfield or to the other comparable districts the parties have traditionally utilized. Nor will the undersigned utilize statewide averages since there continues to be substantial disagreement as to the relevance of such data to specific school district disputes.

#### SALARY SCHEDULE ISSUE

The District proposes to increase its BA base by \$1,000 to \$11,900, and to retain its current lane and step structure. The Association proposes to increase the BA base by \$800 to \$11,700, to retain the current lane increment structure, and to increase the step increment structure to an index of four percent (4%) of the BA base. The total cost difference between the parties' final offers is approximately \$26,900.

#### Association Position

The final salary offer of the Association is more comparable to the average among the settled districts than the Board's offer. Comparisons show the Association's offer to be above the average at only one position (BA Maximum) while the Board offer would allow Westfield's rank to slip in several positions.

In addition the Association believes that an improvement is justified in the increment structure such as that which it has proposed. An improved increment structure is needed to reward teachers moving through the salary schedule. The Association has consistently bargained for such improvement, and comparable schools also have such increment structures. Moreover, the workload of Westfield teachers further justifies the increment improvement.

It is also clear that Westfield teachers have lost purchasing power over several years because wages have not kept pace with CPI increases. By contrast, the Board's introduction of the PCE is really an attempt to divert attention away from this loss of real purchasing power.

#### District Position

Both parties have used a long historical perspective regarding the

position of the Westfield teachers on the salary structure. In this regard, a significant number of teachers in the District are positioned on the BA lane with only a small minority ever progressing beyond that track, even though the District encourages further graduate level studies by its staff with economic incentives such as tuition reimbursement.

However, the historical settlement patterns have emphasized the top of the salary schedule. The Board's offer, in this instance, would improve every level of the salary schedule without distorting the relative rankings, as the Association proposal would do. Moreover, the Board's offer is consistent with other districts' settlements when comparing the same teachers at their respective salary points in both years.

The Board further contends that the implementation of an index schedule is inappropriate for the arbitrator to grant. Numerous arbitrators have expressed reluctance to initiate such major changes via the binding arbitration process. If granted, this indexing would produce substantial salary inequities and would further limit needed flexibility in establishing salaries in the District.

It should also be noted that the parties have never had an indexed salary structure during the past five years and thus, implementation of such a structure at this point would be a radical departure from past practice. The Conference comparables also support the District's position on this issue since the overwhelming majority of said districts have flat dollar increments.

Considerable weight has been given by arbitrators to total compensation when assessing the equity of final offers.

In this respect Westfield teachers enjoy a competitive level of benefits. LTD and STRS are fully paid by the Board, and the Board's partial contributions toward life and health insurance conforms to the common practice among conference districts. This is also true with regard to dental insurance since seven of the Dual County districts (including Westfield) offer no dental coverage.

For these reasons, the Board's total compensation offer is reasonable and competitive.

Although the Consumer Price Index is used by arbitrators to evaluate changes in the cost of living, it is neither the only nor the most appropriate measure of same. Many economists have suggested that the CPI exaggerates and even exacerbates inflation. Wisconsin arbitrators have also noted the inadequacies of the CPI, some holding that strict adherence to it can no longer be justified in the collective bargaining arena.

The District therefore proposes the Personal Consumption Expenditure Deflator (PCE) as a more appropriate index since it uses actual consumer spending patterns to weight the categories of expenditures. Moreover, several arbitrators have viewed the PCE as a viable alternative in measuring the cost of living.

The District further notes that even the CPI is demonstrating a definite downward progression. It is emphasized that current CPI data clearly supports the reasonableness of the Board's offer.

Finally, the national economic experience indicates that few workers have been able to keep pace with the inflation rate. This fact has been repeatedly recognized by arbitrators who must consider the cost of living factor when evaluating final offers.

#### Discussion

The undersigned has selected seven salary benchmarks to compare the final salary offers of the parties. These benchmark comparisons reflect relative salaries and increases among comparable districts at various points on the salary schedule. The selection of these particular benchmarks attempts to portray the relative position of inexperienced, moderately senior, and the most experienced teachers among teachers similarly situated in comparable districts.

CHART 1  
BA BASE

	<u>80/81</u> \$		<u>81/82</u> \$	<u>% Increase</u>	<u>\$ Increase</u>
Poynette	11,220		11,708	4.3	498
Pardeeville	11,100		12,000	8.1	900
Montello	10,750		11,900	10.7	1,150
Markesan	11,150		12,100	8.5	950
Columbus	11,370		12,150	6.9	780
Average	11,118		11,972	7.7	858
Westfield	10,900	Bd.	11,900	Bd. 9.2	Bd. 1,000
		Assn.	11,700	Assn. 7.3	Assn. 800
+/- Average	- 218	Bd.	- 72	Bd.+1.5	Bd. + 142
		Assn.	- 272	Assn.- .4	Assn.- 58
Ranking	5	Bd.	4/5		
		Assn.	6		

CHART 2  
BA 7th STEP

	<u>80/81</u> \$		<u>81/82</u> \$	<u>% Increase</u>	<u>\$ Increase</u>
Poynette	13,320		13,928	4.6	608
Pardeeville	13,764		14,880	8.1	1,116
Montello	12,950		14,100	8.9	1,150
Markesan	13,310		14,620	9.8	1,310
Columbus	14,127		15,096	6.9	969
Average	13,494		14,525	7.7	1,031
Westfield	13,300	Bd.	14,300	Bd. 7.5	Bd. 1,000
		Assn.	14,508	Assn. 9.1	Assn. 1,208
+/- Average	- 194	Bd.	- 325	Bd.- .2	Bd. - 31
		Assn.	- 17	Assn.+1.4	Assn.+ 177
Ranking	5	Bd.	4		
		Assn.	4		

CHART 3  
BA MAXIMUM

	<u>80/81 (Steps)</u> \$		<u>81/82 (Steps)</u> \$	<u>% Increase</u>	<u>\$ Increase</u>
Poynette	14,720 (11)		15,408 (11)	4.7	688
Pardeeville	15,764 (10)		17,040 (10)	8.1	1,276
Montello	16,550 (18)		17,700 (18)	7.0	1,150
Markesan	14,750 (11)		16,300 (11)	10.5	1,550
Columbus	17,810 (16)		19,627 (17)	10.2	1,817
Average	15,918		17,215	8.1	1,296
Westfield	15,700 (12)	Bd.	16,700 (12)	Bd. 6.4	Bd. 1,000
		Assn.	17,316 (12)	Assn. 10.3	Assn. 1,616
+/- Average	- 218	Bd.	- 515	Bd.-1.7	Bd. - 296
		Assn.	+ 101	Assn.+2.2	Assn. + 320
Ranking	4	Bd.	4		
		Assn.	3		

CHART 4  
MA BASE

	80/81 \$	81/82 \$	% Increase	\$ Increase
Poynette	12,445	13,033	4.7	588
Pardeeville	11,700	12,600	7.7	900
Montello	11,500	12,650	10.0	1,150
Markesan	11,820	13,180	11.5	1,360
Columbus	12,495	13,400	7.2	905
Average	11,992	12,972	8.2	980
Westfield	11,900	Bd. 12,900 Assn. 12,700	Bd. 8.4 Assn. 6.7	Bd. 1,000 Assn. 800
+/- Average	- 92	Bd. - 72 Assn. - 272	Bd. + .2 Assn. -1.5	Bd. - 20 Assn. - 180
Ranking	3	Bd. 4 Assn. 4		

CHART 5  
MA 10th STEP

	80/81 \$	81/82 \$	% Increase	\$ Increase
Poynette	15,865	16,633	4.8	768
Pardeeville	16,089	17,325	7.7	1,236
Montello	14,870	16,020	7.7	1,150
Markesan	16,050	17,770	10.7	1,720
Columbus	16,702	17,895	7.1	1,193
Average	15,915	17,048	7.6	1,213
Westfield	15,350	Bd. 16,350 Assn. 16,912	Bd. 6.5 Assn. 10.2	Bd. 1,000 Assn. 1,562
+/- Average	- 565	Bd. - 698 Assn. - 136	Bd. - 1.1 Assn. + 2.6	Bd. - 213 Assn. + 349
Ranking	5	Bd. 5 Assn. 4		

CHART 6  
MA MAXIMUM

	80/81 (Steps) \$	81/82 (Step) \$	% Increase	\$ Increase
Poynette	17,005 (13)	17,833 (13)	4.9	828
Pardeeville	17,670 (12)	19,026 (12)	7.7	1,356
Montello	17,840 (18)	18,990 (18)	6.4	1,150
Markesan	17,930 (14)	19,810 (14)	10.5	1,880
Columbus	18,935 (16)	20,877 (17)	10.3	1,942
Average	17,876	19,307	8.0	1,431
Westfield	16,700 (12)	Bd. 17,700 (12) Assn. 18,316 (12)	Bd. 6.0 Assn. 9.7	Bd. 1,000 Assn. 1,616
+/- Average	- 1,176	Bd. - 1,607 Assn. - 991	Bd. -2.0 Assn. +1.7	Bd. - 431 Assn. + 185
Ranking	6	Bd. 6 Assn. 5		

CHART 7  
SCHEDULE MAXIMUM

	80/81 \$ (Step)		81/82 \$ (Step)	% Increase	\$ Increase
Poynette	18,611 (15)		19,539 (15)	5.0	928
Pardeeville	17,972 (12)		19,328 (12)	7.5	1,356
Montello	18,270 (18)		19,420 (18)	6.3	1,150
Markesan	19,150 (15)		20,868 (15)	9.0	1,718
Columbus	19,385 (16)		12,377 (17)	10.3	1,992
Average	18,678		20,106	7.6	1,429
Westfield	16,700 (12)	Bd. 17,700 (12)	Bd. 17,700 (12)	Bd. 6.0	Bd. 1,000
		Assn. 18,316 (12)	Assn. 18,316 (12)	Assn. 9.7	Assn. 1,616
+/- Average	- 1,977	Bd. - 2,406	Bd. - 2,406	Bd. -1.6	Bd. - 429
		Assn. - 1,790	Assn. - 1,790	Assn. +2.1	Assn. + 187
Ranking	6	Bd. 6	Bd. 6		
		Assn. 6	Assn. 6		

Chart 1 indicates that at the BA Base, although the size of the increase proposal by the District is greater than the norm among comparables, the District's base still would be below average. In addition its rank among comparables would still be relatively low. Therefore, based on the foregoing, the District's offer is the more reasonable of the two at this point on the salary schedule.

At the BA 7th step the District's proposal is more in accord with the percentage and dollar increases granted in comparable districts than in the Association's. In addition, the District's proposed salary at this step is not out of line with the comparable salaries, nor is the District's ranking at this step adversely affected by the District's proposal; in fact, it is enhanced. Accordingly, the District's proposal is the more reasonable of the two at this point on the schedule as well.

At the BA Maximum the District's proposal is significantly closer to the average percentage and dollar increases granted in comparable districts than is the Association's. In addition, the District's proposed salary is not out of line with the comparables nor does it adversely affect the District's rank among comparables at this point on the schedule. Accordingly, the District's proposal is deemed to be the more reasonable of the two at this benchmark.

At the MA Base the District's proposal is more in line with the increases granted in comparable districts than is the Association's. In addition, in actual dollars, the District's proposed salary is closer to the comparable average, and under the District's proposal, its rank at this benchmark would be the same as under the Association proposal. Accordingly, the District's proposal is the more reasonable of the two at this benchmark as well.

At the MA 10th step, the District's proposed increase is closer to the average increases granted in comparable districts than the Association's. In addition, the District's rank at the benchmark is not adversely affected by its offer. However, because the District's proposed salary at this benchmark is relatively low when compared to comparable salaries, the undersigned is persuaded that a larger increase than that proposed by the District would be reasonable. In this regard, the Association's proposal, though perhaps somewhat excessive, is more in line with the comparables than is the District's.

Though there is some merit to both parties' proposals at this benchmark, the undersigned believes that the Association's proposal is slightly more reasonable than the District's in that it results in a salary adjustment which is more in line with comparable salaries, which adjustment appears to be justified under the circumstances. Accordingly, the Association's proposal is deemed to be the more reasonable of the two in this regard.

At the MA Maximum the Association's proposed increase is closer to the norm in comparable districts both in terms of percentage and dollar increases. In addition, it results in a salary substantially below the comparable average and results in a relatively low rank for the District among comparables at this point on the schedule. Accordingly, the Association's proposal is deemed to be the more reasonable of the two at this benchmark.

Lastly, at the Schedule Maximum, although the District's proposed increase is closer to the comparable norm in terms of percentages, the Association's is closer to the norm in terms of dollar value. In addition, the Association's proposal results in the District continuing to rank last among the comparables and it results in a salary which is substantially below the comparable average. Accordingly, the Association's proposal is deemed to be the more reasonable of the two at this benchmark.

The foregoing analysis indicates that across the board, utilizing seven salary benchmarks, the District's proposed salary schedule is the more reasonable of the two in four instances, while the Association's is more reasonable in three.

In addition, the record supports the District's contention that it provides at least competitive fringe benefits in the District's total compensation package. Accordingly, no reason has been presented for the undersigned not to select the most comparable salary schedule submitted herein, since there has been no showing that the District's teachers are relatively disadvantaged in this regard.

In response to the parties' arguments pertaining to cost of living, the undersigned is persuaded that the best evidence of the reasonableness of a salary proposal in light of cost of living considerations is an established pattern of settlements among comparable employees covering a similar period of time. In that regard, the District's proposal, though only slightly more comparable than the Association's, is more in accord with the established pattern of settlements among comparable districts than the Association's. Accordingly, it is deemed to be the more reasonable of the two final offers submitted herein.

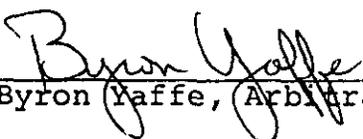
The undersigned would like to note however that in spite of the above conclusion, the Association's objectives, in trying to make the top end of the salary schedule more competitive, are not unreasonable based on comparability. Accordingly, it is the undersigned's hope that some attention will be given to the problem in succeeding rounds of negotiations to bring the District more into line with the salary schedules in effect in comparable districts.

For all of the foregoing reasons, the undersigned renders the following

#### ARBITRATION AWARD

The final offer submitted by the District herein shall be incorporated into the parties' 1981-82 agreement.

Dated this 1<sup>st</sup> day of June, 1982 at Madison, Wisconsin.

  
Byron Yaffe, Arbitrator