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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Petition of	
NORTHWEST UNITED EDUCATORS	Case VII No. 28429
To Initiate Mediation-Arbitration Between Said Petitioner and	MED/ARB-1338 Decision No. 19170-A
SCHOOL DISTRICT OF GRANTSBURG	

Appearances:

Mr. Alan D. Manson, Northwest United Educators, appearing on behalf of the Union.

Coe, Dalrymple, Heathman & Arnold, S. C., Attorneys at Law, by Mr. Edward J. Coe, appearing on behalf of the Employer.

ARBITRATION AWARD:

On December 17, 1981, the undersigned was appointed Mediator-Arbitrator, pursuant to Section 111.70 (4)(cm) 6 of the Municipal Employment Relations Act, in the matter of a dispute existing between Northwest United Educators, referred to herein as the Union, and School District of Grantsburg, referred to herein as the Employer. Pursuant to the statutory responsibilities, the undersigned conducted mediation proceedings between the Union and the Employer on February 9, 1982, at Grantsburg, Wisconsin, and when mediation failed to produce settlement on February 9, 1982, the undersigned proceeded to take evidence in arbitration hearing over the matters in dispute. Prior to hearing the parties waived the statutory provisions of Section 111.70 (4)(cm) 6.c., which provides that the Arbitrator give written notice to the parties of his intent to arbitrate, and that he provide the opportunity for the parties to withdraw their final offers. The proceedings were not transcribed, however, briefs and reply briefs were filed in the matter. Final briefs were exchanged by the Arbitrator on April 5, 1982.

THE ISSUES:

The sole issue in dispute between the parties is the salary schedule for the school year 1981-82. The final offers of the parties for the 1981-82 salary schedule are as follows:

UNION FINAL OFFER:

Retain index from 1980-81; add 1/2 step to each lane; BA base of $12,050.

EMPLOYER FINAL OFFER:

BA base $11,700; no change in increments, lanes or number of steps.

DISCUSSION:

The Municipal Employment Relations Act at 111.70 (4)(cm) 7, a through h, provides criteria by which the Mediator-Arbitrator is to evaluate the final offers of the parties. While the undersigned will consider all of the statutory criteria, he concludes, after a review of the evidence and argument, that the principal criteria on which this decision will turn are criteria d, comparisons of wages,

hours and conditions of employment among comparable employers; criteria f, overall compensation received by municipal employees; and criteria h as it applies to the patterns of settlements among the comparables. Consequently, the undersigned will limit his analysis to these criteria in this discussion.

The parties have not agreed as to what constitutes the comparables for the purpose of this arbitration. The Union proposes two sets of comparables: 1) the Upper St. Croix Valley Athletic Conference Schools except for Webster; 2) the average of settlements statewide for 1979 through 1982.

The Employer proposes that the comparables should be the schools contained within the Upper St. Croix Valley Athletic Conference except for Webster, and additionally includes the School District of Siren, which is located in Burnett County, the same county as is the Employer School District.

Both parties agree that the Webster School District, which is contained in the athletic conference, should not be considered by reason of their unique salary schedule and, therefore, Webster will not be considered among the comparables. The Employer urges that Siren should be considered by reason of its proximity to the instant School District and by reason of its comparative size to the conference schools. The undersigned agrees that Siren should be included as a proper comparable.

With respect to the Union's proposed comparisons of statewide averages of settlements for 1979 through 1982, the undersigned is unpersuaded that the statewide average of patterns of settlement constitutes proper comparability and, therefore, rejects them as proper comparables. The comparables, therefore, are determined to be the school districts of Siren, Frederick, Luck, Osceola, St. Croix Falls, Unity and Somerset.

The undersigned is satisfied from the evidence that the proposed final offer of the Employer constitutes a package offer increase of 11.66%; while the final offer of the Union establishes a package cost of 15.2%. The undersigned is further satisfied from the evidence that after considering reductions in the number of teachers and other factors between the school year 1980-81 and 1981-82, the budgetary impact of the final offers represents a 5.2% increase budgetwise for the Employer offer, and a 10.5% budget increase for the Union offer. Employer Exhibit No. 6 establishes that among comparable schools the patterns of settlement for the school year 1981-82 ranges from 9.3% in Webster to a high of 12% in Somerset. The undersigned, therefore, concludes that when considering patterns of settlement the Employer offer of 11.66% falls within the high range of patterns of settlement among the comparables, whereas the Union offer of 15.2% exceeds the highest other package percentage settlement by 3.2%. Clearly, when considering patterns of settlement for the year 1981-82 the Employer offer is in conformity with that criteria. The undersigned, therefore, concludes that when considering patterns of settlement the Employer offer should be adopted.

The Union argues that its proposed 15.2% package increase is justified by reason of the Union's need to catch up among comparable schools. The evidence establishes that the instant Employer has been a wage follower when considering salary schedules only. The evidence further establishes from testimony of both Employer and Union witnesses that historically emphasis has been placed on fringe benefits over salaries in the instant school district and that the instant Employer has been a leader in providing fringe benefits. The Union argues that other Districts are now closing the gap of leadership among fringe benefits which the Employer had heretofore enjoyed and, therefore, the salary schedule should be improved. The Union further contends that the 8.5% settlement to which the parties agreed for the school year 1980-81 undershot the patterns of settlement among the comparables and, therefore, they are also entitled to catchup for that reason. The undersigned is satisfied that if only the comparisons of salary schedules were considered the comparabilities among salary schedules only would justify the adoption of the Union final offer. The statute, however, directs the undersigned to consider other criteria which the parties themselves have considered historically to be important in their bargaining relationship, i.e., the total compensation criteria. The undersigned will compare total compensation paid

to teachers in the instant school district under each of the parties' offers with total compensation paid to teachers in comparable school districts. In making the foregoing comparison, the undersigned considers an appropriate spot for this comparison to be made at the salary maximum. To the salary maximums the insurance costs necessarily must be added in each of the districts establishing the total compensation to each teacher at the maximum of the salary schedule in each of the districts. Additionally, the undersigned will consider the number of work days required of teachers in the instant School District compared to the number of work days in comparable districts, and will further consider the maximum daily total compensation per day worked. The undersigned considers it appropriate to take into consideration the number of work days required of these teachers compared to the teachers in other districts because he concludes that the number of work days required in a school year is a condition of employment within the meaning of that term as expressed in criteria d, which directs the Mediator-Arbitrator to make comparisons of conditions of employment among comparable employers. Furthermore, the undersigned considers the number of work days required of teachers to be akin to a vacation issue in non-teacher employment, and vacations are a consideration which criteria f requires the Arbitrator to consider. The undersigned has reviewed the evidence contained at Employer Exhibit Nos. 8, 10 and 13 and Union Exhibit No. 28. Employer Exhibit No. 8 attributes no cost for dental insurance in School District of St. Croix Falls, and establishes total insurance benefit costs in St. Croix Falls at $1,041 annually for family coverage. Union Exhibit No. 28 establishes that the minimum family insurance premium for dental insurance in St. Croix Falls is $38.58 per month, which annualizes to $463 per year. The evidence further establishes that St. Croix Falls introduced dental insurance effective April, 1982. Therefore, for the purposes of total compensation comparisons, the undersigned has added the annual cost of dental insurance in St. Croix Falls for this purpose. Further, in making said comparisons the undersigned has used family premiums throughout and considers that the family premium is representative of insurance costs in all of the districts, notwithstanding that there may be some variances between the mix of family and single premiums from district to district. From the foregoing exhibits the following table is constructed:

1981-82 School Year

Employer	Salary Max	Rank	Ins. Cost	Total Comp.	Rank	No. of Work Days	Max Daily Total Comp	Rank
Grantsburg (BD)	$20433	(9)	$2101	$22534	(7)	182	$123.81	(5)
Grantsburg (A)	21329	(5)	2101	23430	(3)	182	$128.87	(2)
Luck	21669	(2)	1869	23538	(2)	185	127.23	(3)
Somerset	21200	(6)	1764	22964	(6)	186	123.46	(6)
Unity	21616	(3)	1465	23081	(4)	185	124.76	(4)
Siren	20887	(7)	1497	22384	(8)	186	120.34	(8)
Frederic	20724	(8)	1423	22147	(9)	187	118.34	(9)
Osceola	22860	(1)	1333	24190	(1)	187	129.36	(1)
St. Croix Falls	21479	(4)	1504	22983	(5)	187	122.90	(7)
Average Excluding Grantsburg	21490.71		1550.71	23041			123.77	

A review of the foregoing table establishes that when considering salary maximums only the Union final offer here would establish a ranking of 5 among the comparable school districts, whereas the Employer final offer would establish a ranking of 9. The insurance cost column establishes that the Employer is a leader in fringe benefits as both parties testified at hearing. By adding the salary maximums to the insurance cost the total compensation column establishes that in total compensation at the maximum of the salary schedule, the Union final offer would establish a ranking of 3, whereas the Employer final offer on total compensation would improve from 9 to 7. Finally, from the foregoing table, it is established that when considering the daily total compensation per work day among the comparable schools, the Union final offer would establish a ranking of 2

among the comparables, whereas the Employer final offer would establish a ranking of 5. Furthermore, when comparing the parties' final offers to the averages of the compensation figures shown in the foregoing table, the following is established: the Employer final offer is approximately $1050 below the maximum average salary paid among the comparables, whereas the Union's final offer is approximately $170 below that average. The picture, however, changes when making the same type of comparison for total compensation where the Employer final offer is approximately $507 below the average of the total compensation among the remaining school districts, and the Union final offer is approximately $389 above the average total compensation paid in the remaining districts. The picture changes even more significantly when considering the maximum daily total compensation paid where the Employer's final offer is almost exactly at the average maximum daily total compensation paid among the remaining comparable school districts, whereas, the Union final offer is $5 above said daily maximum total compensation paid among the remaining school districts. From all of the foregoing, the undersigned concludes that when considering the total compensation criteria, the Union final offer is excessive, particularly when comparing the maximum daily total compensation paid among the comparables.

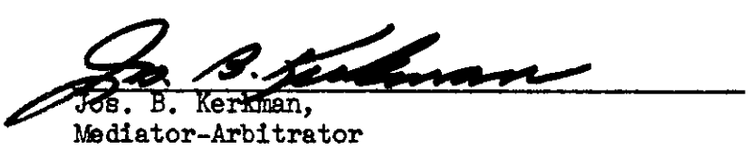
SUMMARY AND CONCLUSIONS:

The undersigned has concluded that the patterns of settlement favor the adoption of the Employer final offer, and that the comparisons of total compensation also favor the adoption of the Employer final offer. A comparison of salary schedules favors the Union final offer. Since the patterns of settlement and the total compensation criteria clearly establish a preference for the Employer offer, particularly where the Union final offer is 3% above the pattern as is true here, the undersigned concludes that the Employer final offer should be adopted in its entirety and, therefore, after considering all of the evidence, the statutory criteria, the argument of the parties, and based on the discussion as set forth above, the undersigned makes the following:

AWARD

The final offer of the Employer, along with the stipulations of the parties and those provisions of the predecessor Collective Bargaining Agreement which remained unchanged through the course of bargaining, are to be incorporated into the parties' written Collective Bargaining Agreement for the school year 1981-82.

Dated at Fond du Lac, Wisconsin, this 24th day of June, 1982.



Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr