

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

RECEIVED

MAY 25 1982

----- x		WISCONSIN EMPLOYMENT
In the Matter of the Petition of	:	RELATIONS COMMISSION
	:	
HILBERT EDUCATION ASSOCIATION	:	
	:	Case VII
To Initiate Mediation-Arbitration	:	No. 28688 MED/ARB-1407
Between Said Petitioner and	:	Decision NO. 19198-A
	:	
SCHOOL DISTRICT OF HILBERT	:	
	:	
----- x		

I. APPEARANCES

Dennis W. Muehl, Director - Bayland Teachers United
on behalf of the Hilbert Education Association

Jim Freeman, Attorney - Mulcahy and Wherry, S.C. on
behalf of the School District of Hilbert

II. BACKGROUND

On March 3, 1981, the representatives of the Hilbert School District (hereinafter referred to as the "Board") and the Hilbert Education Association (hereinafter referred to as the "Association") exchanged proposals for the negotiation of a successor agreement for the 1981-83 school years. Thereafter, the parties met on six occasions in an attempt to obtain an agreement on all items for a successor labor agreement. However, the parties were unsuccessful in their efforts to negotiate a final agreement.

On October 4, 1981, the Association filed a petition requesting the initiation of mediation/arbitration with the Wisconsin Employment Relations Commission pursuant to Section 111.70(4) (cm) 6, Wis. Stats. The Commission Mediator held an investigation session with the parties on November 17, 1981. Thereafter, the Board and the Association submitted their respective final offers to the Mediator/Investigator by mail. Upon receipt of the final offers, the Mediator/Investigator concluded that the parties were deadlocked in their negotiations. The investigation was subsequently closed and the Commission ordered that the parties select a mediator/arbitrator to assist them in attempting to resolve their dispute.

The parties selected the undersigned as the Mediator/Arbitrator. Mr. Vernon met with the parties on February 18, 1982. Mediation was conducted and the respective parties considered several avenues of settlement before the Mediator/Arbitrator served notice of his intent to resolve the dispute by final and binding arbitration. The parties waived their respective rights to written notice of such intent and their right to withdraw their final offers as extended by Section 111.70 (4) (cm) 6 c. Wis. Statutes. The Mediator/Arbitrator then conducted an arbitration hearing and received evidence. The parties agreed to present arguments in written form due March 18, 1982, and an opportunity for reply was granted. Exchange of reply was completed April 7. Based upon a review of the evidence and the arguments and utilizing the criteria set forth in Section 111.70 (4) (cm), Wis. Stats., the Mediator/Arbitrator renders the following Award.

III. FINAL OFFERS AND ISSUES

The merits of the Board's final offer (attached as Appendix A) and the Association's final offer (attached as Appendix B) will be analyzed on each issue before the Mediator/Arbitrator considers

and discusses the merits of each offer as a whole. Stipulations of the parties are included as Appendix C. A brief review of the final offers reveals that there are differences in the following areas:

1. Salary schedule
2. Credit requirement
3. STRS payments

The parties also disagree over two ancillary issues which impact on the comparison of the two final offers and the application of the statutory criteria. They are what constitutes comparable districts and what costing method should be used in assessing the relative value of the offers as they relate to monetary issues. These two ancillary issues will be discussed first.

A. Comparable Districts

Arguments by the Board

The Board offers a total of twelve districts as comparable. Nine are from the Olympian athletic conference and three are contiguous districts.

Brillion	New Holstein
Chilton	Reedsville
Denmark	Sevastopol
Freedom	Stockbridge
Gibraltar	Valders
Mishicot	Wrightstown

They argue that these districts are most comparable based on what they believed to be the common criteria applied in arbitration for making such determinations, namely geographic proximity, population, state aid, daily pupil membership, per pupil cost, levy rate and equalized valuation per pupil. Moreover, it is well established, they assert, that athletic conferences have been generally recognized as general basis for determining comparability.

In respect to the Association's selection of comparable districts, particularly their secondary tier, the Board suggests that the Association has not demonstrated a sound basis for its selection of comparable districts. Many of the districts submitted by the Association, they argue, are not truly comparable when assessed in light of commonly used criteria. Many of these districts are much larger and/or a great distance from Hilbert.

In response to the Association's position that Stockbridge is not a comparable district because its salary schedule was deleted in the 1981-82 school year, they contend it can be made comparable for 1981-82 for benchmark positions by adding the general \$1,326 increase to the positions in existence on the 1980-81 salary schedule.

Arguments by the Association

The Association submits a primary group of comparables, a secondary group of comparables and a group in terms of insurance comparability. Their primary group of comparables includes the school districts of the Olympian athletic conference plus three others. They are:

Brillion	Mishicot
Chilton	New Holstein
Denmark	Reedsville
Freedom	Sevastopol
Gibraltar	Valders
Hilbert	Wrightstown
Kiel	

Their secondary group of comparables includes the school districts of Appleton, DePere, Kaukauna, Kimberly, Little Chute, Menasha, and West DePere. The Association also offers CESA 10 schools as a basis of comparison in terms of insurance comparability as these schools have traditionally participated in an insurance "combine" to purchase insurance benefits, thus they have a common interest in terms of comparability in that area of compensation.

In respect to the Board's use of Stockbridge as primary comparable district they argue that its usefulness is diminished by the fact that the parties deleted the salary schedule for the 1981-82 school year. They direct attention in this regard to Arbitrator Yaffe's decision in Two Rivers Public School District (October 7, 1981 - Dec. No. 18610-A). They read his decision as disallowing the use of the Manitowoc school district for the same reason.

In general, the Association believes its comparables are more extensive and comprehensive than those offered by the Board and thus are more meaningful and should carry significant weight.

Discussion

In reviewing the arguments of the parties on comparables, we note that the differences in the comparable groups that they offer as primary comparables is limited to one district each. The parties agree on eleven of the twelve comparable districts they each offer. They both agree that the schools in the Olympia athletic conference are comparable and they also agree that the contiguous districts of Chilton and New Holstein are comparable districts. As the twelfth district, the Association argues that Kiel is comparable, while the Board argues that Stockbridge is comparable.

After considering the arguments of the parties on comparables, it is the conclusion of the Mediator/Arbitrator that the primary group of comparables should include those districts suggested by the Association for the purpose of salary comparables. In other words, the group of comparables for salary comparison purpose will include the eleven schools suggested by both parties plus the District of Kiel.

Kiel was determined to be comparable because, based on the record, there is no basis for distinguishing it from other comparable districts agreed upon by the parties. It is contiguous to the athletic conference and to the two other primary comparable districts, New Holstein and Chilton. Moreover, the enrollment of the Kiel district is within the range of the enrollments of schools in the Olympia athletic conference and it is within the range of enrollments of the eleven agreed-upon districts. The 1980-81 enrollment of the Olympia conference schools ranged from 526 (Hilbert) to 1627 (New Holstein). The 1980-81 enrollment of Kiel was 1519. Moreover, we note while Kiel is considerably larger than Hilbert, it is not as large as New Holstein, a contiguous district suggested to be comparable by both parties, or as large as Denmark, a member of the athletic conference. Therefore, for the purposes of the salary issue, we will use as the primary group of comparables the above mentioned group suggested by the Association.

The Association also offers a secondary group of comparables. The Arbitrator doesn't consider this larger group necessarily relevant unless it is not possible, based on the primary group, to ascertain which final offer is most reasonable. In respect to Stockbridge, we agree with the Association that due to the fact that the salary schedule was deleted for the 1981-82 school year that its usefulness is limited in this respect as a comparable district. While the Board suggests that it can be rendered useful

by adding the 1981-82 across the board raise of \$1326 to the 1980-81 salary schedule benchmarks, we find that such an exercise involves assumptions, about the intent of the parties as to how they would have distributed the total wage increase across the salary grid, that cannot be supported. It is apparent that total wage increases are not always distributed by negotiations equally across all positions. Arbitrator Yaffe, in Two Rivers Public School (Case XIV No. 27250 Med/Arb-976 Decision No. 18610-A) decided similarly. In that case, the Two Rivers district was argued by the Association to be comparable to the District of Manitowoc. However, the Board argued, and Arbitrator Yaffe agreed, that because of the deletion of the salary schedule in Manitowoc a valid comparison was not possible. He stated:

"It should be noted that the Manitowoc School District has been excluded from said tables since said District no longer has a salary schedule from which reliable data can be acquired. Although it is reasonable to conclude that the Manitowoc School District is comparable to the Two Rivers District in many respects, absent the existence of a salary schedule in said District which will allow the comparison of 'apples to apples,' the salaries paid individuals in said District cannot reliably be compared against the salaries paid teachers in other districts, particularly when data is not available to indicate the experience and education of the teachers in the Manitowoc District."

Although the Stockbridge district may not be comparable to Hilbert in terms of the salary schedule, it may be in terms of other issues. In examining the evidence, we note the geographic proximity of Stockbridge to Hilbert which tends to support an argument for comparability. Its enrollment is considerably smaller than Hilbert but proportionately no more small than other comparable districts are large. Also, its levy rate and equalized valuation are within the range of other comparable schools. In view thereof, we find Stockbridge to be comparable for the issues other than salary schedule.

B. The Appropriate Costing Method

Arguments by the Board

By the calculations of the Board, their final offer represents an increase in wages of 10.58% and a total package increase of 11.56%. On the other hand, they estimate the Association's offer at 13.33% on wages and 14.11% on the total package. Their costing method uses a scattergram consisting of teachers present in 1981-82 who were also present in 1980-81. There were 34 FTE's employed in 1980-81 and 29 returned, therefore, the scattergram includes only those 29 returning teachers in 1981-82 even though the Board employed 33 FTE's 1981-82. Their scattergram not only advances those 29 teachers one vertical increment from 1980-81 but applied horizontal lane changes that occurred between 1980-81 and 1981-82.

The Board argues that their method of using the returning staff of 29.0 FTE is the most accurate scattergram, although they did submit costing on 35 FTE, 33 FTE and 34 FTE at the request of the Arbitrator. Moreover, the Association's use of the 1980-81 staff moved forward has the effect of lowering the cost of the parties' final offers by inflating the 1980-81 base year. Utilizing the 1980-81 staff moved forward deflates the wage offer of the Board from 10.58% to 10.42%. The total package offer of the Board rolls down from 11.56% to 11.44%.

The costing method dispute should be resolved in favor of the Board, they suggest, because the District has historically costed the parties' offers utilizing the returning staff present in both school years and because they have historically costed horizontal lane movements. They direct attention to the testimony in this

regard of Mr. Dennis Ribbens, the Chairman of the Board's negotiating committee. They submit that this salary schedule advancement must be viewed in the same light as vertical movements as both amount to a substantial increase to the District. In support of this view, they direct attention to Arbitrator Kerkman's decision in Merrill Area Education Association, WERC Decision No. 17955-a (1/81). In addition, because the District requires additional credit requirements every three years, the cost of this benefit is recurring and must be considered as a part of the negotiated settlement.

The cost of the horizontal movement from 1980-81 to 1981-82 was substantial. They direct attention to the Association's Exhibit 90 which reveals that 14 teachers moved horizontally on the salary schedule between 1980-81 and 1981-82. Association Exhibits 90 and 87 reveal a total dollar difference due to horizontal lane movement is \$9310 under the Association's offer and \$8080 under the Board's.

Arguments of the Association

The Association disagrees that it is appropriate in this case to include horizontal lane movement in costing. The Association doesn't disagree that the inclusion of lane cost is realistic as it is a condition of employment. However, its inclusion is fair only when all other year to year changes in actual costs are included such as permanent staff turnover or reductions, and decreased in insurance cost. In this respect, they also calculate the final offers on an actual cost basis in addition to the method that they normally use. The results are a 9.0% figure for the Association's package and 6.6% for the Board's package. Moreover, they indicate the Board has not made an ability to pay argument nor even mentioned cost controls.

The Association also points out that the Board has not presented any comparative data regarding the cost of lane movement in other districts so an "apples to apples" settlement comparison cannot be made. The Board has not offered as evidence any costing figures within comparables in order to shed light on the value of its package offer, including lane increment, when compared to other school districts. The Association asserts further that they have presented data that does allow an "apples to apples" comparison in terms of comparable districts.

The Association's method of costing, in addition to differing in respect to the inclusion of lane movement, differs in the number of FTE carried forward from 1980-81. The Association uses 34 FTE for costing purposes. They take last year's staff (34 FTE) and advance them one vertical increment on their scattergram to calculate a percentage wage increase. They cost the Board's offer at 8.8% wages only and 10.4% total package. They cost their offer at 11.3% wages only and 12.7% total package. They rely on this costing method and these figures. They suggest that the Board's use of 29 FTE is self serving and intends only to maximize the percentage offer of the Board.

Discussion

After reviewing the arguments relative to costing method, the Arbitrator finds that the Union's costing method is more appropriate. The Union's method is being utilized not because we think it is any more correct or that it measures cost better than the Board's method but because it facilitates more meaningful comparison with other settlements in comparable districts. It was found, for a variety of reasons, that the Union's method facilitates a more meaningful comparison. First, the evidence presented by the Association on settlements and comparable districts, clearly indicates that in costing those settlements, horizontal lane movements were excluded. On the other hand, the Board did not

produce any evidence that their methodology makes for a more meaningful comparison. The Association's method in conjunction with the data with which it is presented, therefore, facilitates a comparison with other comparable districts on a similar basis.

An important consideration in evaluating costing methods in interest arbitration is how well the method facilitates a comparison of relative differences of one settlement compared to settlements in similar situations. It is not necessarily important in this respect how well one method predicts year to year increases in actual costs nor is it a matter of which one is best or more accurate. No costing method is perfect. Some, however, facilitate better comparisons to other similar districts. In the context of this record, the costing method used by the Union, in conjunction with the data they have presented using a similar costing method, enables the arbitrator to evaluate the final offers of the parties compared to settlements in comparable districts on the same footing. This must be preferred to a costing method which is coupled with no evidence regarding the nature of costing methods in settlement data in comparable districts. If the District presented evidence of settlement patterns in other districts and showed evidence that the costing methodology used to cost the final offers and settlement patterns were the same, then their method would have been equally useful.

The conclusion of the Arbitrator regarding costing methods was not decided without careful consideration of the Board's argument regarding their historical practice of using this method or without recognizing horizontal lane movements represent a substantial cost to the District. However, the Board's unilateral but historical practice doesn't deserve as much weight as the increased comparability with other districts that is obtained by using the Association's method. We recognize that horizontal lane movements tend to be more substantial in terms of cost than in other districts but this fact does not make the Board's method of costing more meaningful than the Union's.

It should also be recognized that choosing the Association's method of costing isn't necessarily going to have a controlling effect because percent costing is used primarily for comparison in patterns of settlement and patterns of settlement is just one of several measures against which offers are examined. For instance, the salary schedule will be examined at the traditional benchmarks (BA base, BA maximum, etc.) in terms of rank and percent differences. The costing method will not affect these comparisons.

C. Salary Schedule

Arguments of the Board

The Board argues that their final offer is more reasonable because regardless of which index is used (the CPI or the PCE) their offer exceeds the cost of living. The Board next argues that their final offer emerges as the more reasonable one when compared to teacher salaries in comparable districts. They present data comparing the average salaries received by teachers in the comparable school districts at the BA minimum, BA maximum, BA maximum with credits, MA minimum, MA maximum and schedule maximum, to the amounts received in the Hilbert district for 1980-81. The data shows that in all but the BA maximum category the teachers in the Hilbert district are paid higher than the average rates in the comparable districts.

The Board also argues that their offer is competitive and would award the Hilbert teachers with a level of compensation above that dictated by the pupil population of the district in comparison with that of comparable districts. For example, the Hilbert

district in the comparables used by the Board, ranks 12th of 13 in terms of pupil population but ranks 6th of 13 schools in the amount awarded at the BA minimum. Similar finding is observed at the BA maximum, MA maximum and schedule maximum. At the MA minimum, Hilbert ranks 3 of 13.

The Board next argues that their salary schedule proposal provides fair and equitable increases to teachers within the salary schedule. These increases are substantial and direct attention to Board exhibit no. 16 which indicates the average actual increase per teacher amounts to \$1549 under the Board's final offer. They maintain that these actual increases are both fair and substantial.

The Board also argues that their final offer is the most reasonable when compared with the total compensation provided to teachers in comparable districts. They put into evidence a summary of the fringe benefits afforded the Hilbert teachers and those afforded to teachers of comparable school districts. The Board contends these statistics indicate the fringe benefits received by the Hilbert teachers are extremely competitive and this serves to reinforce the comparative ranking of the district.

The Board also argues that their offer on salary schedule is more reasonable when compared to increases received by other employees in the Hilbert School district for 1980-82.

Arguments by the Association

The Association argues that their salary is more reasonable than the Board's when measured by salaries paid at the commonly accepted benchmarks in the primary group of comparables. They present data showing the historical rank of the Hilbert district in the comparables at the BA base, BA maximum, MA base, MA maximum and schedule maximum, from 1977-78 to 1980-81. They then analyze how the Board's and Association's offers would affect the historical rank. Similar analysis is done in terms of the dollar difference between the historical settlements in the Hilbert district compared to the average settlements in the primary comparables.

The Association also argues that their offer is more consistent with settlement patterns in the primary comparables than is the Board's. The Association's offer according to their data is closer to the average settlement in all benchmarks than is the Board's. They contend that the Board's offer, both in terms of dollars and percent, is far below the average especially at the MA maximum and schedule maximum benchmarks. Their data indicates that the average salary settlement including Wrightstown is 11.9% wages and 12.9% package. This compares to the Association's offer of 11.3% wages and 12.7% total package whereas the Board's offer is only 8.8% salary and 10.4% total package.

Regarding the Board's total compensation argument, they agree that an employer may be able to justify a lower wage increase if, in that case, the employees enjoy some "super benefit" provided by the employer uniquely. However, they do not believe that the benefits extended to the Hilbert teachers are unique within the set of comparables. Regarding cost of living, the Association does not believe that it is a controlling factor in the instant dispute. They concur that the recent trend of CPI and PCE has been downward, however, they contend that little weight should be given to cost of living figures outside of the context of settlement patterns.

Discussion

The primary statutory criteria used in assessing the relative merits of the final offers in respect to salary schedule will be the comparisons to the wages received by employees performing

similar work in comparable communities. The Mediator/Arbitrator will also consider cost of living as a criteria and the overall compensation received by the Association.

When the offers of the parties are analyzed in light of comparable districts, it is the conclusion of the Mediator/Arbitrator that the final offer of the Association is most reasonable in respect to the issue of salary schedule. This finding is based on the analysis that follows, which used a number of methods to compare the offers of the parties to those in the comparable districts. It is believed that these methods of comparison facilitate an adequate and fair measure of the offers.

The offers were first analyzed against the historical rank of settlements in the Hilbert School District versus those in comparable districts at the benchmarks of BA base, BA maximum, MA base, and schedule maximum. The Mediator/Arbitrator has used a different method of ranking than the Association because it is felt it provides a more fair and meaningful picture.

The following is a summary of the analysis of the historical rank of settlements at the BA base, BA maximum, MA base, MA maximum and schedule maximum.

Historical Analysis of Rank at Benchmark

Year	BA Base	BA Max	MA Base	MA Max	Schedule Max
1977-78	5	12	2	7	5
1978-79	3	12	2	7	7
1979-80	2	13	2	8	7
1980-81	2	13	2	8	8
1981-82 (Offers)					
Association	3	13	3	8	8
Board	7	13	4	10	9

At the BA base, the Association's offer is the most reasonable because it approximates the historical rank to a better degree than the Board offer which represents a significant digression. Regarding the BA maximum, each offer maintains the status quo and the offers are equally reasonable in this respect. In respect to the MA base, both offers represent a digression from a well established pattern of rank, however, the Association's offer is slightly preferred because it would result in less of an erosion. In respect to MA maximum, the Association's offer is status quo where the Board's offer would result in a loss of two positions. Regarding the schedule maximum, the Association's position is preferred slightly. Overall, in respect to a comparison based on historical rank, the Association's offer is more reasonable. It is significantly preferred at one benchmark category and marginally preferred in three others while equal with the Board's in one category.

The offers were also considered in terms of how much of a percent increase over 1980-81 they each represented at each benchmark compared to the average 1981-82 settlement at the same benchmarks in comparable districts. The table that follows also expresses the 1980-81 to 1981-82 increases at the benchmarks as an actual dollar increase.

Comparison of 1981-82 Increases
Over 1980-81 Settlements as a Percent and
Dollar Difference between the Average Comparable Districts and
Differences of Board and Association Offers as an Increase
Over the 1980-81 Settlement in the Hilbert District

<u>Change from 1980-81 to 1981-82</u>			
	Dollar Increase	Percent Increase	
BA Base	\$800	8.2	A. Association Offer
	\$650	5.4	B. Board Offer
	\$897	7.0	C. Comparable Average
BA Maximum	\$1475	10.1	A. Association Offer
	\$1190	8.1	B. Board Offer
	\$1661	9.8	C. Comparable Average
BA Base	\$800	6.4	A. Association Offer
	\$650	5.2	B. Board Offer
	\$977	8.1	C. Comparable Average
MA Maximum	\$1925	10.2	A. Association Offer
	\$1100	5.8	B. Board Offer
	\$1828	9.6	C. Comparable Average
Schedule Maximum	\$1925	9.9	A. Association Offer
	\$1100	5.6	B. Board Offer
	\$1902	9.9	C. Comparable Average

In analyzing the table above, the Association's offer at the BA Base, in terms of a percent increase over 1980-81 settlement compared to the average comparable increase, is 1.2% more than the status quo. The Board's offer at this level is 1.6% less than the average percent increase. At the BA Maximum level, the Association's offer is slightly more than the average increase from 1980-81 to 1981-82. However, the Board's offer is less than the average

by a greater degree. At the MA Base level, both offers are less than the average increase but the Association's offer approximates the average increase to a greater degree. At the MA Maximum benchmark, the Association's offer is .6% more than the average but the Board's offer is a great deal less, 4.4% to be exact. At the schedule maximum, the Association's offer equals the average whereas the Board's offer again is more than 4% off the average. Based on this perspective of the differences, it must be concluded that the Association's offer is more reasonable as it approximates the average increase at traditional benchmarks, to a more significant degree than does the Board's offer.

The Mediator/Arbitrator also considered the historical dollar differences at each benchmark between the average increase in the comparables (not including Hilbert or Gibraltar) and the Hilbert settlements and 1981-82 offers.

The following table expresses these differences:

Comparison of Dollar Difference Between Hilbert
Historical Settlements and Respective Offers vs
Historical Settlements and 1981-82 Settlements in
Comparable Districts

Benchmark	Difference Between Average Settlement and Hilbert Settlements				Difference Between Average Settlements 1981-82 and Offers
	77-78	78-79	79-80	80-81	
BA Base	+\$53	+\$90	+\$67	+\$198	-\$30 Board Offer +\$120 Association Offer
BA Maximum	-\$1636	-\$1879	-\$2229	-\$2583	-\$2919 Board Offer -\$2714 Association Offer
MA Base	+\$559	+\$540	+\$458	+\$479	+\$1115 Board Offer +\$1265 Association Offer
MA Maximum	+\$240	-\$84	-\$131	-\$279	-\$1078 Board Offer -\$253 Association Offer
Schedule Maximum	+\$485	+\$350	+\$325	+\$144	-\$753 Board Offer +\$72 Association Offer

A review of the parties' final offers from this perspective indicates that at the BA Base the increases in terms of actual dollars have been greater than the average in the Hilbert District. The Board offer at this benchmark represents an offer less than the average difference over time whereas the Association's offer is within the range of the historical increases above the average. At the BA maximum, the historical pattern of the settlement at Hilbert have been a great deal less than the average and increasing each year. Neither offer in 1981-82 is an exception to this pattern. However, the Association's offer is slightly less of a digression. At the MA base, the pattern of settlements has always been greater than the average and both offers far exceed the pattern of greater than average increases with the Association being the greater of the two. There is nothing unreasonable

The Mediator/Arbitrator has also considered the parties' offer as total percentage settlement and percent wage settlement. As previously mentioned for the purpose of comparisons, the more accurate estimate of the cost of each offer was the Association's. The following table expresses the parties' offers compared to the average percent settlement.

Offers vs Average Settlements in Comparable Districts

Average comparable total package settlement	12.94%
Board offer total package	10.4%
Association offer total package	12.7%
Average comparable wage only settlement	11.99%
Board offer wage only	8.8%
Association offer wage only	11.3%

Range of Comparable Settlements

Total package - 11.5% to 15.1%
Wages only - 10.4% to 14.5%

When the offers are reviewed in light of patterns of settlements in comparable districts, the Association's emerges again as the most reasonable. The Association's offer is slightly less than the average settlement both in terms of wages and total package. Moreover, the Board's offer in this respect does not even fit in the range of the patterns. Even if the Arbitrator were to use the Board's costing method of 29 FTE's (however, without line movement) their offer (8.67 wages and 10.07 total package) would still not fit into the range of patterns.

The offers were analyzed in yet another manner and that was by comparing them to settlements for other employees in the district and employees of the Village of Hilbert. Other non-teachers in the district received either a 9% or 10% increase and village workers received a 7% increase. The Board did not supply any costing data on this so we cannot be certain if these increases are total packages or wages only. However, assuming the employer used a similar costing method for each, the data favors the Board's offer.

The Mediator/Arbitrator has carefully considered the parties' offers in terms of criteria (d) of the statute and it is his conclusion that the offer of the Association is the more reasonable of the two. The Association's offer more closely paralleled 1) the historical rank of the parties settlements with the comparable districts at the benchmarks, 2) the historical dollar difference between the parties settlements and average settlements in comparable districts at the benchmark, 3) the historical percentages difference between the parties' settlements and average settlements in comparable districts and 4) the pattern of wage and total package settlements in comparable districts. While we found that a comparison of the district's offer is most reasonable compared to other employees in the district and the village, more weight must be given to comparisons made with employees performing similar work namely teachers in comparable districts.

The Mediator/Arbitrator would also like to note that we considered the Board's argument that the comparative position achieved in the 1981-82 salary schedule by the Board is reasonable based on an examination of pupil populations. However, while not as much weight can be given to this perspective, of the ranks of salaries at the benchmarks, as can be given to an historical analysis of the salary ranks over time, it is believed the historical comparison made above is a more meaningful indicator of the reasonableness of the offers. When this was done it was observed

that under the Board's offer the teacher would lose position in rank in several benchmarks. Moreover, the Mediator/Arbitrator did not give much weight to the Board's argument that the actual increases given to the teachers, under their offer, are fair and substantial. While it may be true they are fair and equitable, the more important question is how much more fair are they than the Association's. This can best be determined by comparing them to increases received in comparable districts. The Board has not submitted any data in this regard. Therefore, little weight can be given to their argument because a meaningful comparison cannot be made to comparable districts. The Board also argued that their offer was most reasonable in terms of the overall compensation of the employees compared to other districts. They submitted a table showing overall compensation which is attached as Appendix D. They argue that the table clearly indicates that the overall compensation of the Association is extremely competitive. The Association responds that the Board cannot justify the low wage offer by pointing to a "super" benefit in the overall compensation.

In considering arguments relative to the overall compensation, it cannot be concluded that the overall compensation is any more than marginally better in the Hilbert district than others. Granted, Hilbert does have benefits and degrees of benefits better than others, but it also lacks some benefits or degree of benefits found in other districts. Assuming that the overall compensation is marginally better, it does not overcome the Board's lower offer on wages.

The Mediator/Arbitrator has not given much weight to the arguments in cost of living. While the Board's offer is more consistent with either index, the Arbitrator is of the belief that the best indicator of the proper COLA increase to be included is the pattern of settlements. As stated by Arbitrator Kerkman in Merrill Area Education Association (Med/Arb-679 Decision No. 17955):

"Consequently, the undersigned concludes that the proper measure of the amount of protection against inflation to be afforded the employees should be determined by what other comparable employers and associations have settled for who experienced the same inflationary ravages as those experienced by the employees of the instant Employer. The voluntary settlements entered into in the opinion of the undersigned create a reasonable barometer as to the weight that cost of living increases should be given in determining the outcome of an interest arbitration. The employees as a party to interest arbitration are entitled to no greater or less protection against cost of living increases than are the employees who entered into voluntary settlements."

Further in this regard, we have already considered the patterns of settlements and they favor the Association's position.

Conclusion on the Issue of Salary Schedule

It is concluded that the final offer of the Association in respect to the issue of salary schedule is most reasonable. The patterns of settlements and a comparison of wages in comparable districts clearly favor the Association. It is also decided that the comparables deserve more weight than the cost of living or total compensation considerations or a combination of the two.

D. STRS Payments

Arguments of the Board

The Board offers to pay the employees' share of STRS up to a cap of \$1050. This would result in the Board paying the full amount of the employee share. They point out that although the offers are essentially the same the percentage offer proposed by the Association represents a change from the current method. They argue then that the burden is on the Association and, moreover, there is no persuasive reason for a change in the existing language, especially when there is no effective difference between the offers.

Arguments of the Association

The Association recognizes that there is no difference in the terms of the coverage of either offer. They propose the Board pay 5% of the employee share. However, under the present "cap" language, a new amount must be negotiated every year in order to assure that full STRS payments are made. They believe that their offer is more reasonable as it is supported by the comparables. It is noted that only two of the comparables have a "cap" concept whereas all the others are expressed as 5%.

Discussion

It is the conclusion of the Mediator/Arbitrator that the issue of STRS should not have controlling weight in assessing the reasonableness of the final offers. There is little or no meaningful difference in the final offers because under either offer the employees' share would be paid in total by the Board.

E. Credit Requirements

Arguments by the Board

The Board's final offer does not include any change in Article XIX credits of the current collective bargaining agreement, which states:

"Each degreed teacher is required to satisfactorily complete six graduate credits every three years up to the MA or BA + 30 levels. Courses must be approved by the Board of Education."

The Board contends their final offer on credit requirements is more reasonable than the Association's since no need has been demonstrated for a drastic change in existing language. The Organization's proposal which would extend the number of years in which a teacher must obtain additional graduate credits is unnecessary and may prove detrimental to both teachers and students of the school district. Moreover, they cite a variety of arbitration decisions which they contend establish and uphold the arbitral principle that working conditions should not change in interest arbitration absent an affirmative demonstration by the moving party. The burden of proof in this respect falls on the party proposing the change and in this case it is contended the Association has failed to sustain that burden. The current language of the agreement, they point out, has been part of numerous collective bargaining agreements extending back at least six years to the 1975-76 agreement. Not only is their offer reasonable in terms of history of contract but it is reasonable when it is considered in light of its purpose. The language has provided a method to enhance the education of the district's students by providing more knowledgeable teachers. Additionally, the teachers are compensated for these credits as it causes them

to move horizontally through the salary schedule and they are fully reimbursed for tuition in connection with these graduate credits. In respect to the Association's arguments that their offer is supported by the comparables, the Board points out that none of the nine districts considered by the Association as comparable pay the full cost of tuition and that only two of the districts require graduate credits only of teachers with a bachelor's degree (as does the Hilbert school district) while seven of the districts require graduate credits be earned by the teacher holding a bachelor's degree as well as by teachers holding a master's degree. The Board also believes little weight should be given the Association's argument that their credit offer is more reasonable in light of a proposed DPI policy beyond additional credits. The Board points out this is only a proposed policy moreover that the policy may be construed a minimum of six credits every five years and that there is no indication that the DPI opposes a requirement which would require six credits in less than five years.

Arguments by the Association

The Association argues that more time is needed to achieve the necessary credits for advancement. They cite the testimony of Association negotiator Jeff Deeley. He testified that the three-year requirement places a burden on the individual teachers, citing increasing cost of transportation and flexibility in terms of offerings in area schools and it is his opinion that achieving credits in such a short period of time causes an inability to obtain or hold part-time employment in evenings or particularly during summers. In the primary group of comparables, they point out that only four schools have a credit advancement requirement and while eight schools have none. Of the four schools in the primary group of comparables, three allow five years while one allows six years. In support of the reasonableness of their offer in this regard, they direct attention to a proposed Department of Public Instruction rule concerning continuing education requirement for teachers in the State of Wisconsin. The proposed requirement would require six years of credits every five years. Their offer in this regard is argued to be consistent with proposed public policy and therefore more reasonable.

Discussion

The Organization's offer is clearly supported by the comparables at the BA level. In eight of the comparable schools which there is data, there is no credit requirement while in the four schools that do require credits beyond the BA level, they allow five to six years to obtain them. However, there are some reasons to distinguish the comparables and the Hilbert district. While the Hilbert district requires graduate credit up to the MA or BA + 30 level faster than other districts that require credits, the Hilbert district does not require any credits beyond the MA or BA + 30 level. Three of the four schools which do require credits also require credits beyond the MA level. While there is a greater burden for teachers in the Hilbert district below the MA level compared to these three districts, the Hilbert teachers do not face the same burden as other teachers do in having to get additional credits beyond the MA level.

In reviewing the competing arguments on this issue alone, we do not believe the Association has shown a persuasive enough case for the change. While the comparables favor the Association in some respects, they are distinguished from the instant situation in other respects. Moreover, more weight should be given to the desire of the Board to maintain a status quo rule which enhances the quality of education. The decision in this respect is based on the recognition and endorsement of the arbitral principle that arbitrators should not change working language except for an affirmative showing by the moving party. Arbitrator Ames' decision in Dane County Dept. of Social Services, WERC Decision 17884-8, adequately reflects this principle.

"The Employer argues that the controlling factor in determining which final offer shall be selected must lie in the Union showing a demonstrated need for the language change proposed. In support of its argument, the Employer cited the Village of West Milwaukee, (Krinsky, Dec. 12444, (6/74); the City of Greenfield Police Department, (Stern, Dec. 15033-B 3/77); the School District of Greendale, (Kerkman, Voluntary Impasse Procedures, 9/78) and others. This principle enunciated by the Employer does prevail among arbitral decisions, including previous decisions rendered by this arbitrator, provided there is a failure to show that the present language is unworkable or inequitable or that no quid pro quo existed or that there was no compelling need for the change."

It is believed that this principle is particularly applicable when the proposed change would affect the quality of education. Some weight should be given to the Board's offer because it is an expression of public preference for a work rule which there is reason to believe benefits the students. More weight should be given to the status quo because the Board is willing to pay 100% tuition and that they reward teachers for horizontal movement through the salary schedule for credit attainment. Absent persuasive reason to the contrary, the rule should continue. Arbitrators should be reluctant to establish or overturn work rules that impact on the quality of public services for which there is history of an expressed need or desire. In conclusion, it is the finding of the Mediator/Arbitrator that the final offer of the Board as it relates to credit requirements is most reasonable.

IV. EVALUATION OF THE OFFERS AS A WHOLE

In reviewing the issues on an individual basis, it was determined that the final offer of the Union is preferable in respect to the salary schedule and that the Board's offer in respect to credits was more favorable, whereas there was no obvious preference between the offers on STS payments. Comparing the offers as a whole, it is apparent that the task of the Mediator/Arbitrator is to weigh the preference for the Union's offer on salary against the preference for the Board's offer on credits.

When weighing language issues against economic issues, the Mediator/Arbitrator recognizes that language change issues can be "sore thumbs" or the "fatal flaw" even in cases where the party proposing a language change has a preferable economic offer. Whether the language issue deserves more weight than an economic issue depends in part on how much more reasonable the party's offer is on one issue compared to the degree of reasonableness of the party's offer on the other issue.

We believe the Board's offer to be more reasonable than the Association's on credits, however, it is believed that the Association's offer on salary is reasonable to a greater degree than the Board's. The significant disparity between the Board's salary offer and the pattern in the comparables and the district's historical position in the comparables is enough to outweigh the lesser marginal degree of reasonableness of the Board's offer on credits. While the Board's offer on credits was more preferable, this was not determined without recognition that there was substantial support in the comparables for the Association's offer. Most schools in the comparables did not have any credit requirement and those

who did have credit requirements at the BA level allowed 5-6 years for obtainment. Adopting the Association's offer on credits, in the final analysis, will not result in a contractual provision that is out of the ordinary or unusual within the comparable group. On the other hand, the adoption of the Board's offer on salary would not fit into the range of settlements and would result in a substantial erosion at several traditional benchmarks. The Association's offer on salary would result in a salary schedule that both fits in to the range of pattern settlements and maintains the district's historical position in respect to salary schedule. It should be noted that even the Association's offer results in some erosion at benchmarks and it does not result in any improvement at any benchmarks in terms of rank.

In summary, as a result of the greater degree of reasonableness of the Association's offer on salaries when compared to the degree of preference for the Board's offer on credits, it is concluded that greater weight should be given to the economic issue rather than the language issue. The economic issue deserves more weight and because it is concluded that the Association's offer is more preferable in respect to salary schedule, therefore, it will be adopted.

AWARD:

The 1981-82 agreement between the Hilbert Education Association and the Hilbert School District shall include the final offer of the Association and the stipulations of agreement as submitted to the Wisconsin Employment Relations Commission.

Dated this 21st day of May, 1982, at Eau Claire, Wisconsin.

BY:



Gil Vernon, Mediator/Arbitrator

CHART INCREMEN	STEP	420	420	420	435	435	450	450	WISCONSIN RELATIONS	EMPLOYMENT COMMISSION	450	STEP
		BA	+6	+12	+18	+24	+30	MA	+6	+12	+18	
200	1	12,000	12,200	12,400	12,600	12,800	13,000	13,200	13,400	13,600	13,800	1
200	2	12,420	12,620	12,820	13,035	13,235	13,450	13,650	13,850	14,050	14,250	2
200	3	12,840	13,040	13,240	13,470	13,670	13,900	14,100	14,300	14,500	14,700	3
200	4	13,260	13,460	13,660	13,905	14,105	14,350	14,550	14,750	14,950	15,150	4
200	5	13,680	13,880	14,080	14,340	14,540	14,800	15,000	15,200	15,400	15,600	5
200	6	14,100	14,300	14,500	14,775	14,975	15,250	15,450	15,650	15,850	16,050	6
200	7	14,520	14,720	14,920	15,210	15,410	15,700	15,900	16,100	16,300	16,500	7
200	8	14,940	15,140	15,340	15,645	15,845	16,150	16,350	16,550	16,750	16,950	8
200	9	15,360	15,560	15,760	16,080	16,280	16,600	16,800	17,000	17,200	17,400	9
200	10	15,780	15,980	16,180	16,515	16,715	17,050	17,250	17,450	17,650	17,850	10
200	11	X	X	X	16,950	17,150	17,500	17,700	17,900	18,100	18,300	11
200	12	X	X	X	17,385	17,585	17,950	18,150	18,350	18,550	18,750	12
200	13	X	X	X	X	X	18,400	18,600	18,800	19,000	19,200	13
200	14	X	X	X	X	X	18,850	19,050	19,250	19,450	19,650	14
200	15	X	X	X	X	X	19,300	19,500	19,700	19,900	20,100	15
200	16	X	X	X	X	X	19,750	19,950	20,150	20,350	20,550	16

S.T.R.S.: The district will pay the employee share on all applicable earnings up to a cap of ~~1000~~ \$1050.

Jerry Miller
John Miller

APPENDIX B

FINAL OFFER
HILBERT EDUCATION ASSOCIATION
NOVEMBER 24, 1981

RECEIVED

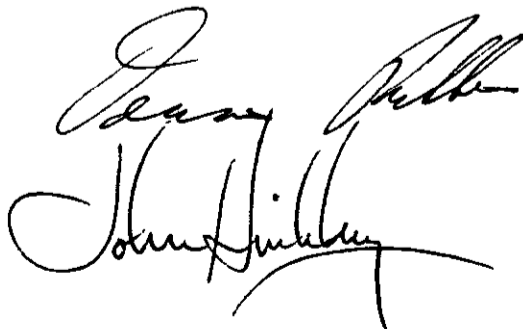
NOV 30 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

This offer is to be effective August 26, 1981 and remain in effect, except as otherwise provided, for the duration of the current Collective Bargaining Agreement between the parties. The 1979-81 Agreement and its amendments shall remain unchanged except as modified by this offer and any stipulated agreements between the parties.

ARTICLE XIX.

Change ". . . every three years. . ." to ". . . every five years. . ."
The remainder of the Article would remain as provided in the 1979-81
Collective Bargaining Agreement.



4EA

ARTICLE XXVI

SALARY SCHEDULE 1981-82

STEP	CREDIT INCREMENT	435	435	435	465	465	495	495	495	495	495	STEP
		BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+18	
1	200	12,150	12,350	12,550	12,750	12,950	13,150	13,350	13,550	13,750	13,950	1
2	200	12,585	12,785	12,985	13,215	13,415	13,645	13,845	14,045	14,245	14,445	2
3	200	13,020	13,220	13,420	13,680	13,880	14,140	14,340	14,540	14,740	14,940	3
4	200	13,455	13,655	13,855	14,145	14,345	14,635	14,835	15,035	15,235	15,435	4
5	200	13,890	14,090	14,290	14,610	14,810	15,130	15,330	15,530	15,730	15,930	5
6	200	14,325	14,525	14,725	15,075	15,275	15,625	15,825	16,025	16,225	16,425	6
7	200	14,760	14,960	15,160	15,540	15,740	16,120	16,320	16,520	16,720	16,920	7
8	200	15,195	15,395	15,595	16,005	16,205	16,615	16,815	17,015	17,215	17,415	8
9	200	15,630	15,830	16,030	16,470	16,670	17,110	17,310	17,510	17,710	17,910	9
10	200	16,065	16,265	16,465	16,935	17,135	17,605	17,805	18,005	18,205	18,405	10
11	200				17,400	17,600	18,100	18,300	18,500	18,700	18,900	11
12	200				17,865	18,065	18,595	18,795	18,995	19,195	19,395	12
13	200						19,090	19,290	19,490	19,690	19,890	13
14	200						19,585	19,785	19,985	20,185	20,385	14
15	200						20,080	20,280	20,480	20,680	20,880	15
16	200						20,575	20,775	20,975	21,175	21,375	16

STRS - Five percent (5%) of each teacher's eligible earnings shall be paid by the Board toward the teacher's required deposits in the State Teachers Retirement Fund.

Dean Miller
John Hickey

APPENDIX C

11-24-81
NOV 30 1981

In the Matter of Negotiations Between the Board of Education and the Hilbert Education Association
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

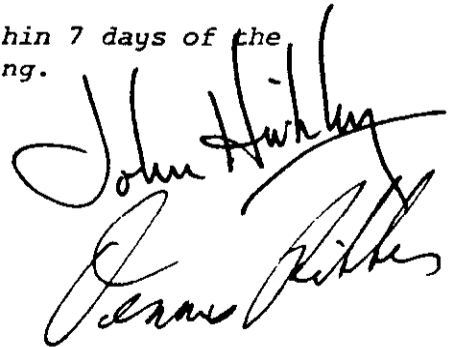
STIPULATION AS TO MATTERS OF AGREEMENT

1. Article VIII Noon Hour Duty
Rate of pay should read \$1.80 per day .
2. Article IX Substitute Pay
Rate of pay should read \$8.50 per class period.
3. Article XII Transportation
Rate of reimbursement should read 21 cents per mile.
4. Article XIV Health Insurance
The Board will pay the first \$99.04 monthly.
5. Article XV Leave Part 2 Emergency Leave (New Language)
The Board of Education will make available 3 days emergency leave for each employee.
If additional emergency leave is needed, 2 days may be transferred from the teacher's accumulated sick leave at the discretion of the superintendent.
6. Article XXI Grievance Procedure Section B, Step 1 (b):

If the matter is not resolved, the grievance shall be presented in writing by the teacher to the supervisor within 30 days after the facts upon which the grievance is based first occurred, except in cases of discharge or other discipline when the presentation shall be made within 15 days after the teacher is notified of the disciplinary action taken. The written grievance shall specify as clearly as possible the specific contract article^(s) and language upon which the grievance is based, the issue, the persons involved, (if there be any), and the requested remedy.

The supervisor shall give his written answer within 7 days of the time the grievance was presented to him in writing.
7. Appendix A
1981-82 Calendar has been agreed to. (attached)
8. Article XXIV Duration
August 26, 1981 to August 25, 1983

Article XXIV Reopener
1982-83 school year provided notice is given by February 1, 1982
9. Article XXVII Extracurricular Pay (Schedule attached)
10. New Article: Dental Insurance (See attached)



M T W T F

SCHOOL DISTRICT OF HILBERT

School Calendar 1981-82

AUGUST 1/0

X	X	X	X	X
X	X	X	X	X
(31)				

SEPTEMBER 22/21

	1	2	3	4
(7)	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 20/20

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	X	X

NOVEMBER 20/19

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	(26)	X
30				

DECEMBER 16/16

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	X	X	X
X	X	X	X	

JANUARY 20/19

				X
4	5	6	7	8
11	12	13	14	15
18	19	20	21	(22)
25	26	27	28	29

FEBRUARY 20/20

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

MARCH 22/22

1	2	3	4	5
8	9	10	11	X
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 20/19

			1	2
5	6	7	8	X
X	(13)	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY 21/20

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
(31)				

JUNE 5/4

	1	2	3	4	(5)
(7)	X	X	X	X	

(Teachers have option on last in-service day--Saturday or Monday.)

KEY

○ = Work - No Students
 □ = Paid Holidays
 X = Vacation

187 Contract Days
 180 Student Days

Ratified: 4-20-81

APPENDIX C-3

ARTICLE XXVII

Extracurricular Pay:

- (1) Athletic Director - *Position deleted*
- (1) Varsity Football Coach - *\$800 + \$75*
- (1) Asst. Varsity Football Coach - *\$515 + \$75*
- (1) J.V. Football Coach - *\$515 + 75*
- (1) Freshmen Football Coach - *\$460*
- (1) Junior High Football Coach - *\$255*
- (2) Varsity Basketball Coach - *\$800*
- (2) J.V. Basketball Coach - *\$515*
- (1) Freshmen Basketball Coach - *\$345*
- (2) Junior High Basketball Coach - *\$255*
- (2) 5th & 6th Grade Basketball Coach - *\$200*
- (2) Varsity Track Coach - *\$575*
- (1) Assistant Track Coach - *\$315*
- (1) Cross Country Coach - *\$515*
- (1) Varsity Volleyball Coach - *\$800*
- (1) J.V. Volleyball Coach - *\$515*
- (1) Varsity Wrestling Coach - *\$800*
- (1) Cheerleader Advisor - *\$255*
- (1) Forensics Coach - *\$255*
- (1) Annual Advisor - *\$400*
- (1) Newspaper Advisor - *\$23 / issue*
- (1) National Honor Society Advisor - *\$35*
- (1) A.F.S. Advisor - *\$95*
- (1) Student Council Advisor - *\$95*
- (1) Class Play Director - *\$345*
- (2) Musical Director - *\$345*
- (2) Intramurals Director - *\$285*
- (2) Solo Ensemble & Festival Director - *\$230*
- Ticket Sellers and Takers - *\$11.50 / night*
- Timer - *\$7.25 / game*
- Scorekeeper - *\$7.25 / game*
- Bus Chaperone - *\$18.50 / trip*
- Assigned Supervision - *\$18.50 / event*
- Driver Education - *\$7.50 / hr*
- (2) Class Advisors: Freshmen - *\$55*
- (2) Class Advisors: Sophomore - *\$65*
- (3) Class Advisors: Junior - *\$75*
- (3) Class Advisors: Senior - *\$85*
- Pep Band - *\$10 / event*

Board

Association

Date

NEW ARTICLE: DENTAL INSURANCE

Proposed: All teachers participating in the dental program shall have their premiums paid as follows: The Board will pay the first ~~20.00~~ 29.76 monthly; payment of the balance of the premium shall be shared equally by the Board and teacher.

John H. Hiley
James P. Allen

TOTAL COMPENSATION COMPARISONS
(Board Contributions)

	<u>Health Insurance Single Family</u>		<u>Dental Insurance Single Family</u>		<u>Life Insurance</u>	<u>LTD</u>	<u>Tuition</u>	<u>STRS (Employee's Share)</u>
BRILLION	100%	100%	None	None	State Plan 41%	None	None	5%
CHILTON	100%	100%	100%	100%	State Plan 41%	100%	\$50/Undergrad. Credit \$70/Grad. Credit	\$ 450-5% >
DENMARK	85%	88%	90%	92%	100%	100%	None	5%
FREEDOM	100%	100%	100%	100%	WEAC Trust 100%	100%	None	5%
GIBRALTER	100%	95%	None	None		100%	None	5%
HILBERT	100%	100%	100%	100%	None	None	100%	(Bd.) \$1,050 (Assn.) 5%
MISHICOT	100%	80%	100%	80%	WEA \$1.86/mo-100%	None	None	5%
NEW HOLSTEIN	100%	100%	100%	100%	WEAC Trust 100%	100%	\$65/Undergrad. req. cr. \$70/Grad. req. credits \$35/Undergrad. credit \$40/Grad. credit	5%
REEDSVILLE	93%	97%	80%	88%	Minnesota Mutual 41%	None	None	5%
SEVASTOPOL	100%	93%	100%	None	None	None	None	5%
STOCKBRIDGE	100%	100%	None	None	None	None	100%	5%
VALDERS	100%	98%	100%	92%	State Plan 41%	None	\$45/Undergrad. credit \$55/Grad. credit	\$ 620-5% >
WRIGHTSTOWN	91%	94%	None	None	State Plan 41%	\$2,250/yr. -100%	100%	5%

APPENDIX D