

IN THE MATTER OF ARBITRATION ) FINAL OFFER INTEREST ARBITRATION  
 )  
 between )  
 )  
 Stanley-Boyd Education ) WERC Case XVIII No. 28275  
 Association ) MED/ARB-1276  
 ) Decision No. 19252-A  
 and )  
 )  
 Stanley-Boyd Area School )  
 District ) April 23, 1982  
 ))

APPEARANCES

RECEIVED

For Stanley-Boyd Education Association

APR 27 1982

Mary Virginia Quarles, CWUC-West UniServ Director  
 Mary Stanek, President  
 Clarice Jessick, Negotiation Team Member  
 Larry Norrell, Negotiation Team Member  
 Thomas LaCourt, Negotiation Team Member

WISCONSIN EMPLOYMENT  
 RELATIONS COMMISSION

For Stanley-Boyd Area School District

Ken Cole, Director, Employee Relations, WASB  
 Mario D. De Rose, Staff Member, WASB  
 Charles Poulter, Administrator  
 Ronald G. Flaatten, President, School Board  
 Jerome J. Kasper, Vice President, School Board  
 Robert M. Ebben, School Board Member  
 Allan Brown, School Board Member  
 Gary Dorn, School Board Member  
 Norm Christonson, School Board Member

JURISDICTION OF MEDIATOR-ARBITRATOR

On May 19, 1981, the Parties exchanged their initial proposals on matters to be reopened in the collective bargaining agreement which expires on July 1, 1982; that thereafter the Parties met on two occasions in efforts to reach an accord on a new collective bargaining agreement; that on January 25, 1981, the Association filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act; that Amedeo Greco, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by December 14, 1981, the Parties submitted to said Investigator their final offers, and thereupon the Investigator notified the Parties that the investigation was closed; and that said Investigator has advised the Commission that the Parties remain at impasse.

The Wisconsin Employment Relations Commission having, on January 6, 1982, issued an Order requiring that mediation-arbitration be initiated for the purpose of resolving the impasse arising in collective bargaining between Stanley-Boyd Education Association and Stanley-Boyd Area School District on matters affecting wages, hours and conditions of employment of all full-time and part-time certified

teachers; and on the same date the Commission having furnished the Parties a panel of Mediator-Arbitrators for the purpose of selecting a single Mediator-Arbitrator to resolve said impasse; and the Commission having, on January 28, 1982, been advised that the Parties had selected Richard J. Miller, New Hope, Minnesota, as the Mediator-Arbitrator.

Pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, the Mediator-Arbitrator on Thursday, March 11, 1982, at 8:00 p.m. in the library of the Stanley-Boyd High School, Stanley, Wisconsin, attempted to mediate the following issues at impasse for the 1981-82 school year:

1. Salaries
2. Extracurricular Schedule

At about 9:30 p.m. on the same day the Mediator-Arbitrator declared an impasse on all of the heretofore impasse items and at approximately 10:00 p.m. the Parties proceeded to final offer arbitration. Following receipt of positions, contentions and evidence, the Parties filed post hearing briefs which were received on April 16, 1982, at which time the hearing was considered closed.

POSITIONS OF THE PARTIES

The Association's final offer is as follows for the 1981-82 school year:

STEP	BA	+6	+12	+18	+24	MA	+6	+12	+18	+24
0	12,100	12,300	12,500	12,700	12,900	13,100	13,300	13,500	13,700	13,900
1	12,940	13,140	13,340	13,540	13,740	13,940	14,140	14,340	14,540	14,740
2	13,360	13,560	13,760	13,960	14,160	14,360	14,560	14,760	14,960	15,160
3	13,780	13,980	14,180	14,380	14,580	14,780	14,980	15,180	15,380	15,580
4	14,200	14,400	14,600	14,800	15,000	15,200	15,400	15,600	15,800	16,000
5	14,620	14,820	15,020	15,220	15,420	15,620	15,820	16,020	16,220	16,420
6	15,040	15,240	15,440	15,640	15,840	16,040	16,240	16,440	16,640	16,840
7	15,460	15,660	15,860	16,060	16,260	16,460	16,660	16,860	17,060	17,260
8	15,880	16,080	16,280	16,480	16,680	16,880	17,080	17,280	17,480	17,680
9	16,300	16,500	16,700	16,900	17,100	17,300	17,500	17,700	17,900	18,100
10	16,720	16,920	17,120	17,320	17,520	17,720	17,920	18,120	18,320	18,520
11	17,140	17,340	17,540	17,740	17,940	18,140	18,340	18,540	18,740	18,940
12	17,560	17,760	17,960	18,160	18,360	18,560	18,760	18,960	19,160	19,360
13						18,980	19,180	19,380	19,580	19,780
14							19,600	19,800	20,000	20,200

Non-degreed: \$13,360  
 Longevity: \$ 300  
 Full Retirement Paid for Each Teacher

EXTRACURRICULAR SCHEDULE - 1981-1982

Percentages based on \$11,000 (1980-81 Base Salary).

- |           |          |
|-----------|----------|
| A = .10   | H = .055 |
| B = .085  | I = .05  |
| C = .070  | J = .045 |
| D = .065  | K = .04  |
| E = .0625 | L = .035 |
| F = .0600 | M = .03  |
| G = .0575 | N = .025 |
|           | O = .015 |

<u>FOOTBALL</u>			<u>VOLLEYBALL</u>	
Head	B		Head	C
Assistant	E		Assistant	I
Freshman	E			
Junior High	F		<u>CHEERLEADING</u>	F
<u>BASKETBALL</u>			<u>DRILL TEAM</u>	K
Head	A			
Assistant	D		<u>AUDIO VISUAL</u>	K
Freshman	E			
Junior High	F		<u>FORENSICS</u>	
			High School	J
			Junior High	M
<u>WRESTLING</u>				
Head	A		<u>DRAMA</u>	
Assistant	D		3-Act Play	L
			1-Act Play	O
<u>TRACK</u>				
Head	C		<u>BAND</u>	F
Assistant	E			
			<u>VOCAL</u>	K
<u>CROSS-COUNTRY</u>	A			
			<u>CLASS ADVISORS</u>	
<u>GYMNASTICS</u>			Freshman	O
Head	B		Sophomore	O
Assistant	E		Junior	O
			Senior	N

The School District submits the following as its final offer for the 1981-82 school year:

Base - \$12,000    Increment \$400    Lanes \$150

<u>STEP</u>	<u>BA</u>	<u>+6</u>	<u>+12</u>	<u>+18</u>	<u>+24</u>	<u>MA</u>	<u>+6</u>	<u>+12</u>	<u>+18</u>	<u>+24</u>
0	12,000	12,150	12,300	12,450	12,600	12,800	12,950	13,100	13,250	13,400
1	12,800	12,950	13,100	13,250	13,400	13,600	13,750	13,900	14,050	14,200
2	13,200	13,350	13,500	13,650	13,800	14,000	14,150	14,300	14,450	14,600
3	13,600	13,750	13,900	14,050	14,200	14,400	14,550	14,700	14,850	15,000
4	14,000	14,150	14,300	14,450	14,600	14,800	14,950	15,100	15,250	15,400
5	14,400	14,550	14,700	14,850	15,000	15,200	15,350	15,500	15,650	15,800
6	14,800	14,950	15,100	15,250	15,400	15,600	15,750	15,900	16,050	16,200
7	15,200	15,350	15,500	15,650	15,800	16,000	16,150	16,300	16,450	16,600
8	15,600	15,750	15,900	16,050	16,200	16,400	16,550	16,700	16,850	17,000
9	16,000	16,150	16,300	16,450	16,600	16,800	16,950	17,100	17,250	17,400
10	16,400	16,550	16,700	16,850	17,000	17,200	17,350	17,500	17,650	17,800
11	16,800	16,950	17,100	17,250	17,400	17,600	17,750	17,900	18,050	18,200
12	17,200	17,350	17,500	17,650	17,800	18,000	18,150	18,300	18,450	18,600
13						18,400	18,550	18,700	18,850	19,000
14							18,950	19,100	19,250	19,400

TEACHING EXTRACURRICULAR SCHEDULE

<u>FOOTBALL</u>		<u>GYMNASTICS</u>	
Head	949	Head	949
Assistant	700	Assistant	612
Freshman	700		
Junior High	651	<u>VOLLEYBALL - GIRLS</u>	
		Head	768
<u>BASKETBALL - BOYS</u>		Assistant	536
Head	1147		
Assistant	743	<u>CHEERLEADING</u>	648
Freshman	700		
Junior High	651	<u>DRILL TEAM</u>	577

<u>WRESTLING</u>		<u>AUDIO VISUAL</u>	434
Head	1147		
Assistant	743	<u>FORENSICS</u>	
<u>TRACK- BOYS</u>		High School	470
Head	788	Junior High	299
Assistant	609	<u>DRAMA</u>	
<u>CROSS COUNTRY</u>	585	3-Act Play (each)	361
		1-Act Play (each)	146
<u>BASKETBALL - GIRLS</u>		<u>BAND</u>	663
Head	1147	<u>VOCAL</u>	434
Assistant	743		
Junior High	651	<u>CLASS ADVISORS</u>	
<u>TRACK - GIRLS</u>		Senior	216
Head	788		216
Assistant	609	Junior	108
			108
		Sophomore	108
			108
		Freshman	108
			108

ANALYSIS OF THE EVIDENCE

The Mediator-Arbitrator evaluated the final offer of the Parties in light of the criteria set forth in Wisconsin Statutes 111.70(4)(cm)7. The criteria include:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The primary comparability group for use in deriving a fair and equitable award is the seven (7) Cloverbelt B Schools (Auburndale, Cadott, Colby, Mosinee, Neillsville, Nekoosa and Stanley-Boyd). A cursory review of Cloverbelt All Schools (the seven Cloverbelt B Schools, plus Altoona, Cornell, Fall Creek, Gilman, Greenwood, Loyal, Owen-Withee and Thorp) was given secondary consideration. Stanley-Boyd ranks fifth in both FTE Classroom Teachers and FTE Pupils in both comparability groups.

With respect to the salary schedule, there are three fundamental differences in the positions of the Parties. First, \$100 separates the Board and the Association at the BA Base. The Board has offered to increase the BA Base \$1,000 from last year's \$11,000 BA Base to \$12,000. The Association, on the other hand, has demanded that the BA Base be raised \$1,100 to \$12,100

Another disparity in the Parties' offers pertains to the size of the vertical experience increment. The Board has offered to raise the increment from \$380 to \$400. The Association has requested that the size of the increment be increased to \$420.

The final difference between the proposals of the Parties with regard to the salary schedule, relates to the size of the increment between the educational lanes. The Board has not offered any increase from last year's \$150 lane spread while the Association has demanded an increase to \$200.

The Parties are between \$34,000 and \$39,600 apart (depending on various methods of costing proposed by the Parties) from a settlement. The total cost of the Board's offer represents a 10.53% increase over last year, while the Association's proposal is a 12.97% increase.

The rate of inflation, as measured by the Consumer Price Index, rose 8.2% between January 1981 and January 1982. The CPI rose 10.7% between July, 1980 and July, 1981. The Board's total package offer is well in excess of the CPI and thus is more reasonable. The Association's assumption that only salary increases should be used in comparing the final offers fails to recognize that the Mediator-Arbitrator under 111.70(F) must consider the overall compensation (total package) received by the bargaining unit members, including direct wage compensation and all other benefits received.

The Board's offer in this matter (and in most interest arbitration cases) better serves the interest and welfare of the public (111.70[C]), because it generates a lower total package cost than the Association's offer. However, the interest and welfare of the public in this case becomes an ancillary consideration in that the School District admitted that it has the ability to pay for any of the proposed final offers.

Although the CPI supported the District's final total package offer in both Cloverbelt B Schools and Cloverbelt All Schools, the total package settlement pattern supports the Association's final offer. The Cloverbelt B settlement pattern establishes a total package average of 12.74%. Cloverbelt All Schools has an average

Of the seven points on the salary schedule explored by the Association (BA Minimum, BA+7, BA Maximum, MA Minimum, MA+10, MA Maximum and Schedule Maximum) all are relevant to this case, albeit 40% of the Stanley-Boyd teachers are located in the BA lane alone and only 16% have a MA degree or better and only five teachers are beyond the MA lane. To only examine the BA Minimum, BA+7 and BA Maximum (as suggested by the School District) is being too selective, while exploring all seven points gives a wider spectrum and better serves the purpose of 111.70(D). The data reveals the following:

RANKINGS OF STANLEY-BOYD SALARIES  
CLOVERBELT B SCHOOLS

	<u>1979-80</u>	<u>1980-81</u>	<u>Board 1981-82</u>	<u>Association 1981-82</u>
BA Minimum	6	4	5	5
BA+7	5	5	5	4
BA Maximum	6	5	6	5
MA Minimum	6	5	6	4
MA+10	5	5	6	5
MA Maximum	7	6	7	6
Schedule Max.	7	6	7	6

DIFFERENCE FROM AVERAGE AND TOP SALARY OF SETTLED SCHOOLS 1981-82  
CLOVERBELT B SCHOOLS

BA MINIMUM

AVERAGE OF SETTLED \$12,246

The Board's offer in Stanley-Boyd is \$246 below the average salary  
\$500 below the top salary

The Association's offer in Stanley-Boyd is \$146 below the average salary  
\$400 below the top salary

BA+7

AVERAGE OF SETTLED \$15,142

The Board's offer in Stanley-Boyd is \$342 below the average salary  
\$616 below the top salary

The Association's offer in Stanley-Boyd is \$102 below the average salary  
\$376 below the top salary

BA MAXIMUM

AVERAGE OF SETTLED \$18,023

The Board's offer in Stanley-Boyd is \$823 below the average salary  
\$2,000 below the top salary

The Association's offer in Stanley-Boyd is \$463 below the average salary  
\$1,640 below the top salary

MA MINIMUM

AVERAGE OF SETTLED \$13,314

The Board's offer in Stanley-Boyd is \$514 below the average salary  
\$991 below the top salary

The Association's offer in Stanley-Boyd is \$214 below the average salary  
\$691 below the top salary

MA+10

AVERAGE OF SETTLED \$18,024

The Board's offer in Stanley-Boyd is \$1,224 below the average salary  
\$1,927 below the top salary

The Association's offer in Stanley-Boyd is \$724 below the average salary  
\$1,427 below the top salary

MA MAXIMUM

AVERAGE OF SETTLED \$20,854

The Board's offer in Stanley-Boyd is \$2,454 below the average salary  
\$4,688 below the top salary  
The Association's offer in Stanley-Boyd is \$1,874 below the average salary  
\$4,108 below the top salary

SCHEDULE MAXIMUM

AVERAGE OF SETTLED \$21,747

The Board's offer in Stanley-Boyd is \$2,347 below the average salary  
\$4,348 below the top salary  
The Association's offer in Stanley-Boyd is \$1,547 below the average salary  
\$3,548 below the top salary

Association Exhibits #33-53 show similar information for the entire conference with somewhat similar results, especially the pattern of greater damage to the experienced teacher at the salary maximums.

After analyzing the economic effect of both offers in comparison to the Cloverbelt B Schools and Cloverbelt All Schools, the School District's final offer causes more irreparable harm than does the gains achieved by the Association's proposal.

The major difference between the Parties regarding the extracurricular schedule is that of structure. The Board desires to retain the present structure of the extracurricular schedule while the Association seeks to change that structure. The Association's proposal bases each extracurricular duty on a percentage of last year's BA Base. The present schedule has no such index but merely assigns a dollar amount to each duty.

In terms of cost, the proposals of the Board and the Association are only \$261 apart. Thus, the difference in the costs of the extracurricular salary proposals of the Parties is not extremely significant in the instant case.

A comparison of the rates proposed by the Parties shows some major variations. Those areas that needed major adjustment (the higher rate more than 5% above the lower rate) are Track Assistant, Cross Country, Assistant Gymnastics, Drill Team, Junior High Forensics, One-Act Play, and Class Advisors. The rate proposed by the Association is lower than that proposed by the Board for Drill Team (by \$137). It is also lower for fourteen other rates as listed on the Board's final offer. The Association is higher on the other major adjustments and 14 others, some by as little as \$2.00 while the Board wishes to maintain a schedule with 18 different rates, some only \$3.00 apart.

The evidence reveals that the present structure for the extracurricular schedule dates back to at least the 1971-72 school year. Therefore, the Association has the burden to prove to the Mediator-Arbitrator that the present structure is unfair or inequitable. The Association has met this burden in that its proposal reduces the number of rates; relates them to the time spent on an activity and responsibility of the assignment; and generates a schedule easily carried forward in subsequent negotiations.

In addition, according to the extracurricular schedules of Cloverbelt B Schools and Cloverbelt All Schools, the majority of those schools have a structure different than the School District but, admittedly, none of them base their extracurricular salaries on a percentage of last year's base.

It should be noted, however, that the Mediator-Arbitrator gave limited weight to this issue and by no means was it a significant factor in deciding the outcome of the case. Therefore, the paramount issue and the one with the greatest impact on the Parties is the issue of salaries, wherein the Mediator-Arbitrator, having reviewed the evidence and arguments and after applying the statutory criteria of 111.70, makes the following award.

AWARD

The final offer of the Association, as well as those provisions of the current collective bargaining agreement, are to be incorporated into the collective bargaining agreement as required by statute.

*Richard John Miller*  
Richard John Miller

Dated this 23rd day of April 1982  
New Hope, Minnesota