STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Petition of

MARION EDUCATION ASSOCIATION

To Initiate Mediation-Arbitration Between Said Petitioner and

SCHOOL DISTRICT OF MARION

Case III
No. 28954
MED/ARB-1463
Decision No. 19418-A

I. APPEARANCES

Gary M. Ruesch, Attorney, Mulcahy and Wherry, S.C., Wausau, Wisconsin, appearing on behalf of the School District.

Thomas Coffey, Executive Director, Central Wisconsin UniServ Council-North, appearing on behalf of the Marion Education Associatio

II. BACKGROUND

In February, 1981, representatives of the School District of Marion (herein referred to as the "Board") notified the Marion Education Association (herein referred to as the "Association") that they were ready to commence bargaining. The Board and Association scheduled initial bargaining session for July 1, 1981. Thereafter the parties met on nineteen occasions in an effort to reach an accord on a new collective bargaining agreement. On December 19, 1981, the Association filed a petition requesting that the Wisconsin Employment Relations Commission initiate mediation/arbitration pursuant to Wisconsin Statutes. On January 14, the Commission Mediator conducted an investigation to determine whether the dispute could be resolved. The Mediator concluded that the parties were deadlocked in their negotiations. The Commission certified that an impasse existed and final offers were exchanged on February 9, 1982. The Commission then ordered the parties to select a Mediator-Arbitrator to assist them in attempting to resolve their dispute.

The parties selected the undersigned as a Mediator-Arbitrator. Subsequent to the time that the Mediator-Arbitrator was selected and appointed, the Commission received a request from at least five of the citizens of the jurisdiction that initial mediation-arbitration session be held in public for the purpose of providing the opportunity to both parties to explain and present their supporting arguments for their positions and to members of the public to offer their comments and suggestions. A public meeting was held on May 7, 1982. Subsequent to the conclusion of the public hearing, the Mediator-Arbitrator met with the parties in an attempt to resolve the dispute through mediation. During mediation, several issues were resolved and the stipulations and final offers were amended with the permission of the respective parties to reflect these changes. The issues resolved included additional compensation for the head varsity coed track coach and the assistant coed varsity track coach for 1981-82, drivers' education pay and mileage and the Board's contribution for insurance. The only outstanding issues that were not resolved were the salary schedule for the 1981-82 year and whether the 1982-83 school year contract should be negotiated under a reopener in the 1981-82 contract as contended by the Board or whether it should be consistent with the Association's final offer for the 1982-83 school year.

Inasmuch as the Mediator/Arbitrator was unable to resolve all the oustanding differences, he served his intent on the parties to resolve the dispute by final and binding arbitration. The parties waived their respective rights to written notice of such intent and the right to withdraw their final offers as extended by Section 111.70(4)(cm)6c, Wis. Stats. The Mediator-Arbitrator then conducted an arbitration hearing May 8, 1982, and received evidence. The parties agreed to present arguments in written form and an opportunity for reply was granted. Exchange of replies was completed June 26, 1982. Based on a review of the evidence and the arguments, and utilizing 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 on file with WERC. A brief review of the final offers as amended during mediation reveals that there are differences in the salary schedule for 1981-82 and differences related to the duration of the Agreement. In addition to their salary schedule for 1981-82, the Board offers a limited reopener for the 1982-83 school year, including salary schedule. The Association, in addition to their salary schedule offer for 1981-82, proposes a 1982-83 salary schedule and a 1982-83 extra-curricular compensation schedule. 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 constitute comparable districts and what costing method should be used to assess the cost of each salary schedule offer due to the fact that they are split on a semester basis. These two ancillary issues will be discussed first.

A. Comparable Districts

Arguments by the Board

The Board offers a total of eleven school districts as comparables. Six are from the Central Wisconsin Athletic conference and five are from other area districts. They are: Bonduel, Bowler, Iola-Scandinavia, Manawa, Oconto, Oconto Falls, Rosholt, Tigerton, Tomorrow River, Weyauwega and Wittenberg-Birnamwood. They argue that these districts are most comparable based on what they believe to be the common criteria applied in arbitration for making such determinations, namely geographic proximity, the athletic conference, full-time equivalency and average pupil membership, and equalized valuation per pupil.

In respect to the schools suggested to be comparable by the Association, the Board objects to their inclusion of the New London, Clintonville, Shawano and Waupaca school districts. The Board asserts that these districts are not comparable to the School District of Marion and thus must not be considered by the Arbitrator. First, these districts are significantly larger than the School District of Marion, both in terms of full-time teacher equivalency and average pupil membership. They submit a chart which summarizes the degree of divergence based on these parameters and to roughly summarize it, it can be said that each of these districts are a little over two times the average pupil membership and full-time teacher equivalencies.

In addition, the Board objects to the Association's inclusion of comparable data with respect to districts located throughout the State of Wisconsin. A review of the Association's statewide comparisons indicates the Association has completely disregarded the important variable of geographic proximity in establishing the basis for comparability. The Board does not believe that the Marion School District is comparable to districts in Milwaukee, Madison, Green Bay, La Crosse and Beloit areas. The Association has failed to establish a sound basis for its overly broad selection of "comparable districts" in respect to statewide averages.

Arguments by the Association

The Association submits as a primary group of comparables a list of sixteen schools. They include the same schools submitted by the Board. However, they have included the following additional schools: Clintonville, Shawano, Waupaca, Shiocton and New London. The Association believes this list gives a balanced view of comparable districts that the Board's does not. The common geographic area, economic similarity of the districts and other community interests make the Association's primary comparables particularly relevant.

As a secondary group of comparables, the Association compares the Marion wage rate with all other schools statewide. This is done to show that the Association has not distorted its wage rates in comparison to state wage averages. They point out that all K-12 schools in the State are funded on the same equalization formula and regulated by the same Statutes and Department of Public Instruction regulations. All are part of a statewide system of common schools established to fulfill the state obligation to educate school-age children. In the context of the evidence from the Association's comparables in the immediate geographic area, the state data gives further support for the Association's position. The Association does not suggest that they deserve equity with state wage rates but argue that good public policy suggests that huge differences in wage rates for performing the same type of work is not justified. In this respect, they utilize state averages as well.

Discussion

After considering the arguments of the respective parties relative to comparable districts, the Mediator-Arbitrator believes that the Board has presented the most persuasive case on this issue and therefore will utilize the districts suggested by them as comparable. The Association has failed to present convincing evidence or argument that the inclusion of Clintonville, Shawano, Waupaca or New London is appropriate. On the other hand, the Board has presented an adequate basis for disinguishing the districts on size.

The districts deemed comparable by the Mediator-Arbitrator include the schools of the athletic conference and five others that both sides agree are comparable. Arbitrators have generally held that the schools in the athletic conference should be used as comparable. In this case, there are several schools outside the athletic conference that both sides agreed were comparable. The Mediator-Arbitrator should give significant weight to these schools too. Outside of schools in the athletic conference and other stipulated schools, a party seeking to include districts as comparable must demonstrate a reasonable basis, in terms of the factors normally considered to establish comparability, for the schools they consider comparable. This demonstration should be persuasive and go beyond mere assertion or broad stroke inclusions, in addition

to adequately rebutting challenges by the opposition to the alleged comparability. The neutral must be convinced that the justification for comparability is more than an inclusion of a district(s) solely because they tend to support a parties' position. The chance for voluntary settlements will be enhanced when opposing parties begin to consistently observe certain standards in the selection of comparability rather than choosing marginally comparable or non-comparable schools based on their partisan value. In this case, the Association has failed to convince the Mediator-Arbitrator of the objective basis and value of the five additional schools they seek to include as comparable. These districts are distinguishable largely on the basis of size. The Shawano district has nearly three times (2.86) as many students as Marion, New London a little more than two and one-half (2.67) as many, Waupaca a little more than two times as many (2.22) and Clintonville a little less than two times (1.86) as many students. Similar distinctions can be made in terms of full-time teacher equivalency as well. The Mediator-Arbitrator notes that only one school among the comparables used by the Board approximates this size. Moreover, he notes that New London, Waupaca, Clintonville and Shawano are significantly larger than the average school in the Board's group of comparables.

Relative to the comparables as submitted by the Association on statewide averages, the Arbitrator is not inclined to grant them much weight, particularly for the salary issue in 1981-82. This is primarily because of the existence of a more than adequate number of locally comparable schools. Moreover, the Arbitrator believes that the use of such averages require special persuasive justification which is absent in this record. In this regard, we agree with Arbitrator Yaffe when he stated:

> "The statewide average comparable proposed by the Association has not to the undersigned's knowledge been given significant weight by arbitrators in such proceedings, <u>particularly where there is sufficient reliable data regarding comparable districts in the vicinity of the district in question</u>. The undersigned does not believe that the Association has presented a persuasive argument to justify varying that practice." '(Arbitrator Yaffe, <u>School District of Ithaca</u>, Dec. No. 18946-A, 1982) (See also Arbitrator Monfils in <u>School District of Howard-Suamico</u>, Dec. No. 19010-A, 1982). (Emphasis supplied).

B. Appropriate Costing Method

Arguments by the Board

The Board's offer on salary for 1981-82 is split. They offer two separate salary schedules, one for the first semester of the year and one for the second semester of the year. In comparing their offer on salary to salaries in comparable districts, they believe that the proper basis for comparison is to compare the comparable districts to the year-end wage rate, in other words the salary figures listed on the second semester schedule. The Board asserts that their analysis based on the year-end wage positions of the parties is valid because the parties will be evaluating the 1982-83 bargaining based on the year-end position of the District in 1981-82. They believe this is a realistic portrayal of the comparative position of the District's employees. In this regard they direct attention to the portion of the Association's brief which uses second semester wage rates in arguing the reasonableness of their offer for the 1982-83 school year.

Arguments by the Association

The Association, for the purposes of comparison of the 1981-82 salary offers, does not use the second semester year-end wage rate but instead averages the first and second semester schedules. They do not believe the Board's method is valid because the second semester wage rate is not what Marion teachers will receive as compensation in the pertinent school year. They believe the District's manipulation of end wage rates is an example of "apples and oranges" comparison. They point out the comparable rates used for other districts are the rates actually received.

Discussion

The Arbitrator does not see that the choice of one costing method over the other will be determinitive of this dispute. However, it is necessary that one method be utilized in comparing the offers to each other and comparable districts. It is the opinion of the Mediator-Arbitrator that the method utilized by the Association for comparing the 1981-82 salary schedules provides a more valid basis for comparison. First, it is a more accurate reflection of what the teachers will receive in actual salary. Second, it is more consistent with the total package costing method utilized by both parties. The costing of the total wage portion of the 1981-82 proposals is done on the basis of taking last year's staff and moving them forward one step and then comparing last year's total wage bill to the projected total wage bill. Only by using, in effect, an average of the two schedules could a year-to-year total wage increase, expressed in a percent, be estimated. This establishes that the Association's method is most mathematically correct. Third, it is simply a more workable method in terms of comparisons. It is difficult to compare split schedules to single schedules and to utilize only the second semester or year-end rate would significantly and artificially inflate the packages.

The primary concern in the Mediator-Arbitrator's mind in a costing method is its utility in terms of facilitating comparisons as objectively as possible to the comparable districts. This effect is achieved under the particular facts and circumstances of this case by utilizing averages. The Mediator-Arbitrator does agree with the Board to the extent that the Association's use of end rates in the 1982-83 comparisons is inconsistent with their position on the 1981-82 comparisons.

C. Salary Schedule for 1981-82

Arguments by the Board

The Board argues first that their 1981-82 economic proposal (fringes and wages) is most reasonable when compared to the total compensation received by teachers in the comparable districts. The argument in this respect is bi-fold. One, they argue that an examination of fringe benefit levels afforded Marion teachers reveals a favorable posture when compared to the other comparable teachers. They put into evidence a summary of fringe benefits afforded the Marion teachers compared to teachers of comparable districts. They believe these statistics clearly indicate fringe benefits received by Marion teachers are superior to those of comparable districts which serves to reinforce the overall comparative ranking of Marion School District. They point out that the Board in Marion pays 100% of the premium for single and family insurance coverage. Seven of the ten comparable schools, excluding Marion, do not pay 100% of the family insurance for

their teachers, and four of the ten do not pay 100% of the single health insurance premiums. Regarding dental insurance, the Board pays 100% of the premiums for single and family dental insurance while six of ten do not pay 100% of the family dental insurance premiums for their teachers. Four of ten comparable districts do not pay 100% of the single dental insurance premium. They also make similar comparisons in terms of life insurance and long-term disability insurance. For instance, relative to long-term disability, Marion pays 100% of the premium of the long-term disability plan. Five of the eleven comparable districts have no long-term disability benefit, limit the amount of their payment for the benefit to a set dollar cap or pay the benefit at a lower percentage of income coverage than does the School District of Marion. Two, they argue that when their total package increase is compared with the average total package increase in the comparable districts, their offer emerges as the most reasonable. In this regard, they present data comparing the Board and Association offers to the average total compensation increases in comparable districts based both on year-end rates and average rates. Focusing our attention on the data based on average rates, we observe that the Board calculated the percentage increases in comparable districts at 10.83%, the average dollar increase at $1,960.19. This compares to the Board's offer of 11.55% or $2,273.89 and the Association's offer of 12.66% or $2,491.71. In actual dollars, they point out that the Board's final offer exceeds the average by $313.70 while the Association's exceeds the average by $531.52. The Board's offer is .72% greater than the average percentage increase while the Association's offer is 1.28% greater than the average increase.

The Board also expends substantial argument asserting that the evidence demonstrates that the Board's 1981-82 wage-only offer is more reasonable than the Association's. In this regard, they make a variety of arguments. They first argue that the Board's wage offer is most reasonable compared to the increases received in the comparable districts and when compared to the increases received by the non-unionized staff of the School District, local public sector increases and local private sector increases. Regarding comparisons to wage settlements in comparable school districts, the Board offers both year-end and average wage increase data. Their average wage increase data indicates that the average wage increase in the comparables was 10.14%, this compares to an average computation of the Board's offer of 9.74% and 10.95% for the Association's offer. They point out that the Board's offer is closer to the average than is the Association's offer. In terms of percent, the Board's offer is .40 below the average and in terms of dollars it is $20.44 less than the average whereas the Association's offer is .81 greater than the average wage increase and $160.47 greater. They believe because the Association's wage offer significantly exceeds the average dollar increase the Board's offer should be preferred. Next they argue that the Board's offer is most reasonable when compared to the 7.7% increase for the District's non-teaching employees. It would not be reasonable for the teachers in the District to receive a 9.74% wage-only increase when compared to these other employees. Additionally, they point out that Section 111.70 directs Arbitrators to utilize as a criteria the wages of "employees generally in public employment in the same community." In this regard, they point out that in the City of Marion all city employees received only a 7% increase in wages in 1981 and in 1982 all hourly employees employed by the City of Marion received only a 6% wage increase. They also introduced data showing a similar difference between the Association's offer and the increases received by county employees in Shawano and Waupaca Counties. They also point out that even under the Board's offer, the wage increase received by the teachers would far exceed that received by other public employees in the area.

Regarding increases in local private sector industry, the Board also points out that this is one of the criteria to be utilized under Section 111.70. One of the major employers in the area, the Marion Plywood Corporation, gave its employees a 4% increase November; 1981, and they have been given no increase thus far during 1982. Marion Bodyworks, another major employer in the area, provided its employees with a 4% increase January 1, 1982, but rescinded the wage increase in April because of economic conditions. The FWD Corporation, another major local employer, had a wage freeze from March 1981 to February 1982.

Also related to the Board's argument that their salary offer in terms of wage only is more reasonable is their assertion that the Board's final offer essentially maintains the comparative rank of the District's teachers vis-a-vis the comparable districts. Under the Board's offer they assert that the District would maintain its position at four out of six benchmark positions and improve it in one of six benchmark positions. This is based on year-end rates.

The Board next argues that their final offer on wages is reasonable because it exceeds the increase in the cost of living regardless of which index is utilized. Of the two indices, the Consumer Price Index (CPI) and the Personal Consumption Expenditure Index (PCE), they believe the PCE is a more valid measure of price changes. They note that by the first quarter of 1982, the PCE Index rate was 7.06%. They compare this increase in the cost of living as of the first quarter of 1982 to the 11.5% increase offered by the Board and the 12.66% increase demanded by the Association. They note that the Board's offer exceeds the increase in the PCE by 4.44% while the Association's offer exceeds it by 5.60%.

Arguments by the Association

The Association makes a variety of arguments regarding their wage offer for 1981-82. Some of these arguments are also applicable to their 1982-83 offer. First, regarding 1981-82, they believe that their offer is most reasonable when considered in light of comparisons of teacher wage rates in comparable districts. In this regard, they offer a benchmark data analysis which they believe supports their position. First, they note that the Association's offer at the BA minimum and MA minimum are lower than the District's. This would illustrate the reasonableness of the Association's offer. At the other benchmarks, they engage in an analysis which shows that under both offers the result would be below the average benchmark settlement in the comparables and that under the District's offer the difference worsens compared to the average. For instance, at the BA maximum the Association's offer is $158.00 below the average in 1979-80 and maintains its rank while the District's offer loses two positions in rank and is $402.00 less than the average. At the MA maximum wage rate, the Association's offer is $117.00 lower than the average and maintains a rank of 11 while the District's offer inflicts a $431.00 loss to the average. At the Schedule Maximum the same trend is apparent in the two offers. The Association's offer loses $200 to the average and improves rank by one, the District's offer is a drastic $412.00 loss to the average. Similar analysis and result is found at the BA Step 7 and MA Step 10 benchmarks. The Association also points out that when the offers are compared to the top rate in the comparables, it is also observed that the Association's offer is most reasonable because it results in less of a relative loss. The Association also points out when the losses against the average are expressed in percent, this also buttresses the evidence that their offer is more reasonable.

Regarding 1981-82 wages, the Association also looks at the experience increment. They note that in 1975-76 the Marion increment was $3 above the average. Over the years, they have lost their incremental position relative to the average. The Association's offer in 1981-82 provides an increment that is $43 below the average while the District's offer provides an increment that is $68 loss to the average. They note too that both offers provide an average salary which is below the comparables. They believe theirs is more reasonable because it is less of an erosion.

The foregoing analysis justifies what the Association characterizes as a "phase-in/catch-up" offer. The catch-up is not only phased in over a split salary schedule in 1981-82 but over the two-year contract. They find further supporting evidence for this argument in an analysis which places Marion teachers in an equivalent position on each of the other salary schedules in the comparable districts. Except in four of the salary schedules, the average Marion teachers would earn substantially more in other similar school districts. The Association's next major argument is that their wage rate offer is consistent with its relative position among all schools statewide. For example, they compare wage rates at certain benchmark positions to the statewide average showing that both offers are well below the state average but the District's offer is lower than the average to a much greater degree than the Association's. They believe that the state comparability data only reinforces their 1981-82 wage offer and is evidence that a reasonable request for catch-up does exist.

The Association makes another major argument, that their offer is more reasonable when viewed in light of the long term effects of increases in cost of living. They produce evidence which illustrates the loss of Marion's teachers wages against the Consumer Price Index over the last ten years. These losses to the cost of living range from $400,391 to $6,853 at various benchmarks. While they recognize the arbitration process should not be used to correct all the inequities of wage rates, they do believe that this perspective supports their argument of a 'phased-in catch-up.' Furthermore, they believe that the Association's wage rate increase is substantially below the 10.7% CPI increase from July 1, 1980 to July 1, 1981. They believe that the present declining cost of living cannot be used to support the District's position to make no second year offer particularly when one views the massive losses of Marion teachers to the cost of living over the past ten years. Moreover, they believe that arbitral authority supports the Association's final offer in respect to its catch-up nature. They direct attention to a number of arbitration awards involving catch-up which they feel are similar to the present situation and should be given weight.

Discussion

Introduction

Wisconsin Statues 111.70 dictates that the Mediator-Arbitrator shall give weight to a variety of factors in making his/her decision. However, the Statute does not spell out how much weight each factor deserves, compared to other factors. Argument has been made in this regard relating to several of these criteria. The Mediator-Arbitrator will proceed by examining the evidence on each factor and making a determination based on each factor alone which offer the evidence favors. After each factor is examined, the evidence on the various factors will be weighed against each other to determine, based on the factors as a whole, which offer is favored for the 1981-82 salary issue. The Mediator-Arbitrator intends to proceed by examining

the offers relative to the 1982-83 proposals and weighing that evidence against the evidence regarding the 1981-82 proposals.

1. Criteria (d.)

Criteria (d.) of the Statute reads as follows:

> "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 employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities."

As is apparent, Criteria (d.) actually spells out several related sub-factors. It directs the Arbitrator to not only consider comparison of the wages, hours and conditions of employment received by the Association compared to other employees performing similar work in comparable communities, but also directs the Arbitrator to make comparisons to employees generally in public employment in the same community and private employment in the same community.

In respect to "employees generally in public employment," the Board has made comparisons of the offers to increases for the non-teaching staff of the Marion School District. These increases average 7.74% and this compares to the 9.74% that would be received by the Association if the Board's offer were adopted. This tends to favor the Board's offer inasmuch as it exceeds the increases received by other School District employees by 2%. They also make comparisons to public employees of the City of Marion. In 1981, all City employees received a 7% increase in wages and a 6% increase in 1982 for hourly employees and a 6.5% increase for salaried employees in 1982. This again favors the Board's offer. The Board also makes comparisons to county employees in the Counties of Waupaca and Shawano.

The Board has also presented evidence in respect to the wages of employees "in private employment in the same community." They present evidence which showed that employees at two of the larger, local employers, Marion Bodyworks and Marion Plywood Corporation, have received significantly less wage increases than would the teachers under the Board's offer. Employees at Marion Plywood received a 4% increase in November, 1981, and no increase thus far in 1982. The employees at Marion Bodyworks recieved a 4% increase January 1, 1982; however, it was rescinded in April, 1982.

The other sub-factor which must be considered under Criteria (d.) is wages compared to employees performing similar duties in similar communities, in this case teachers in comparable districts. Of the various sub-factors involved in factor (d.), this sub-factor is usually given the most weight by arbitrators. The other sub-factors on which the Board presents evidence does deserve some weight but not as much weight as employees doing similar work. Comparisons to employees in similar work in similar communities should usually be given controlling weight because the more similar comparisons are in terms of work activities as well as community factors such as size, geography, etc., the more objective and meaningful the comparisons are. More general comparisons such as those discussed above deserve weight but usually not decisive weight. The Mediator-Arbitrator believes that usually they deserve what might be termed "additive" or "militating" weight. For instance, where the evidence on

comparisons to similar employees in similar communities marginally favors one side and these more general comparisons favor the same side, added weight should be given. On the other hand, where the general comparison favors one side and the specific comparisons the other, the general comparison, although outweighed by the specific, might militate slighltly the weight given this factor overall.

To determine what weight or influence the general comparisons deserve, it will be necessary to consider the comparison of the final offers of the parties to employees performing similar work in similar communities. Wages of teachers are usually compared in a variety of ways. The Mediator-Arbitrator, in analyzing the data on wages, has employed a comparison based on total percent increase in wages, an historical analysis of the rank of the offers at the five most common schedule benchmarks, and an historical analysis of the differences expressed in percent and dollars between settlements in the Marion School District and the comparable school districts at the benchmarks. This historical analysis is particularly necessary in this case because the Association is arguing "catch-up." The validity of this argument in large part depends on whether the Association has been significantly falling behind compared to its historical position in the comparable settlement pattern in the past years.

In respect to a comparison of the final offer on the basis of a total percent wage increase, the data, to a very small degree, favors the Board. The following is a comparison of wage-only settlements between the final offers and the comparables.

Table No. 1

	Wages Only
Comparable Average	10.14%
Board	9.74%
Association	10.95%

It is observe that the Board offer falls short of the average while the Association's offer exceeds the average. However, the Board's offer is shy of the average by a lesser relative degree than does the Association's offer exceed it. The Board offer is .4% less than the average while the Association's offer exceeds the average by .81%. This tends to favor the Board.

The following table expresses the historical rank of the Marion settlements and the final offers compared to the comparables at the benchmarks.

Table No. 2

Historical Analysis of Rank at Benchmarks

Year	BA Min	BA Max	MA Min	MA Max	Schedule Max
1979-80	9/12	7/12	7/12	7/12	7/12
1980-81	9/12	8/12	8/12	6/12	7/12
1981-82 (offers)					
Board*	9/12	9/12	9/12	6/12	7/12
Association*	10/12	8/12	10/12	6/12	6/12

*These ranks are valid no matter which offer is selected in Weyauwega.

It is the conclusion of the Arbitrator that based on a rank analysis that the offer of the Board is slightly preferred. At the BA Minimum it maintains the District's rank whereas the Association's offer results in a loss of one position. At the BA Maximum, the Association's offer maintains the most recent rank. At the MA Minimum, both offers result in a loss of positions but the Board's offer results in loss of only one position instead of two as the Association's offer does. Both offers maintain the historical rank at the MA Maximum benchmark. At the Schedule Maximum benchmark, the Board's offer is preferred because it maintains the historical rank while the Association's offer seeks to improve its rank by one position. As a result, being preferred at three of the five benchmarks and being equal to the Association's offer in terms of rank at another, this analysis tends to support the Board.

The following chart expresses the differences between the settlements in Marion and the comparable school districts historically speaking.

Table NO. 3

Historical Relationship of Marion Settlements to the Average Settlements in Comparables

	1979-80	1980-81	1981-82 (Offers)
BA Minimum			
1.Comparable Averages	$10,346	$11,099	$11,974
2.Marion	$10,300	$11,000	$11,850(Board) $11,800(Assoc.)
3.Difference, In $ and %	-$46/-.45%	-$99/-.89%	-$124/-1.03%(Board) -$174/-1.45%(Assoc)
BA Maximum			
1.(See above)	$14,965	$16,303	$17,642
2.	$14,630	$15,890	$17,010(Board) $17,254(Assoc)
3.	-$344/-2.29%	-$413/-2.53%	-$632/-3.5%(Board) -$388/-2.19%(Assoc)
MA Minimum			
1.	$11,136	$11,986	$12,957
2.	$11,100	$11,800	$12,850(Board) $12,796(Assoc)
3.	-$36/-.32%	-$186/-1.5%	-$107/-.82% (Board) -$161/-1.24%(Assoc)
MA Maximum			
1.	$16,558	$18,114	$19,540
2.	$16,540	$18,025	$19,300(Board) $19,614(Assoc)
3.	-$18/-.1%	-$89/-.49%	-$240/-1.2%(Board) -$74/-.3%(Assoc)

		Schedule Maximum	
1.	$16,837	$18,414	$19,974
2.	$16,840	$18,325	$19,700(Board) $20,012(Assoc)
3.	+$3/0%	-$89/-.4%	-$274/-1.37%(Board) +$38/+.19%(Assoc)

An analysis of the data expressed in the form above tends to support the Association's offer because it is preferred over the Board's at three of the five benchmarks (BA Maximum, MA Maximum, Schedule Maximum) whereas the Board's preferred at only two benchmarks (BA Minimum and MA Minimum). At the BA Minimum, it is observed that both offers result in an increasing erosion of a settlement in 1979-80 which approximated the average settlement at this benchmark. However, the Board's is preferred because it is less of an erosion ($124 or 1.03% off the average) compared to $174 or 1.45% off the average for the Association's offer. At the BA Maximum, the Association's offer is clearly more reasonable than the Board's offer as it maintains the historical difference between the settlements at this benchmark in the comparables and Marion. The Board's offer would result in a significant erosion. At the MA Minimum, there is no clear pattern of a difference, however the Board's is preferred because it is closer to the average settlement at this benchmark than is the Association's. At the MA Maximum the settlements in the Marion District in the two previous years have been relatively close although below the average. The Board's offer would increase the negative difference significantly while the Association's offer would only increase the settlement slightly above the average, therefore, the Association's offer is preferred at this benchmark. At the Schedule Maximum, a similar result is seen. The Board's offer would result in a significant increase in the negative gap while the Association's offer would only exceed the average slightly.

After considering the various sub-factors in Criteria (d.), the Mediator-Arbitrator believes that wages compared to employees performing similar duties in similar communities deserve more weight than do general comparisons of other public or private sector employees. The evidence involving a comparison of the offers of the parties relative to wages received by employees performing similar work in comparable districts is mixed. Evidence viewed in terms of a total percent increase over last year's offer favors the Board by a small degree and the data on rank favors the Board. However, the benchmark analysis showing the historical comparison of the Marion settlements to average settlements in the comparables tends to favor the Association. It is not surprising that in view of how close the offers are that an analysis of the data is mixed. In weighing the statistical perspectives, a little more weight should be given to the historical analysis of the Marion settlements to the average than to the other methods, particularly the analysis in terms of rank. An analysis in terms of rank can be deceiving because the District can maintain rank but lose ground in terms of dollars compared to the average within that rank. This effect is observed in this case. As a result of this comparison, which is favorable to the Association, it must be concluded that an analysis of the offers relative to Criteria (d.) favors the Association. However, it must be recognized that the weight attached to this conclusion is militated to some degree by the general comparisons favorable to the Board.

2. Total Compensation

Factor (f.) of the Statute states:

> "The overall compensation presently received by the municipal employes, 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."

Both parties make arguments regarding total compensation. Regarding fringe benefit levels, the Board argues that its fringe benefit package is superior to the same levels in comparable districts and that this must be taken into consideration in assessing the final offers. The Association argues that the Board offers only standard benefits and that no new benefits are being added so as to justify the Board's lower offer on wages.

The Mediator-Arbitrator agrees with the Association to the extent that factually speaking the Board offers only standard benefit in terms of what is offered. However, in terms of the level of the Board's cash contribution toward these benefits, the Board is slightly superior in some respects to about half of the comparables. This is in contrast to arguments this Mediator-Arbitrator has faced in total compensation in other cases where the employer contribution exceeds only a few of the comparables in only a few respects. In this case, the argument deserves more weight because the Board's contribution exceeds a majority of the comparable in several important insurance areas. Seven of the settled comparable school districts do not pay 100% of the family premium, thus making Marion one of only four of eleven settlement districts who pay 100% of the family health insurance premium. The Board is one of only five of the eleven settled districts that pay 100% of the family dental premium. While the benefit levels are slightly superior to the majority of the comparable districts in the above respects, they are also approximately equal to the majority of the districts in other areas such as single health insurance contributions, life insurance and long-term disability. Summarizing these findings on benefit levels, there is reason to give some weight to the Board's argument that their offer on salary is most reasonable when total compensation is taken into consideration. This is especially true when it is borne in mind that the Association's offer on salary schedule was preferred only slightly.

The Board also argues that when the cost of the total package, including benefits, is compared to similar districts, a favorable result occurs. They base this assertion on the following data.

Table No. 4

Total Package Settlements Expressed

In Percent Increase Over 1980-81

Comparable Average	10.83%
Board Offer	11.55%
Association Offer	12.66%

The Association suggests that this method which includes the increases in insurance premiums seeks to discredit the strong case for the Association wage rate. In addition, they believe this argument would carry more weight if the District had some special

fringe benefit package and moreover is mitigated by the modest increase in health and dental rates stipulated to for the 1982-83 school year.

It is the opinion of the Mediator-Arbitrator that the total package data must be given weight even if it includes increases in insurance premiums. It is valid to consider total cost, including increased cost of insurance premiums, because it is a cost experienced by the employer as a direct result of a benefit negotiated by the Union. This cost, like the cost of any other benefit which can be expressed in dollar terms, should be considered in comparing final offers of the parties to comparable districts. There is simply no way to ignore the fact that health insurance is a benefit negotiated in the agreement and is of benefit to the bargaining unit members and moreover, that the cost of this benefit is experienced by the employer. Moreover, the total package data favors the Board because the Board's offer exceeds the comparable average total settlement by a lesser degree than does the Association's.

In summary of the analysis related to Criteria (f.) of the Statute it is the conclusion that the data supports the final offer of the Board.

3. Factor (e.) - Cost of Living

The Statute also directs the Arbitrator to consider "the average consumer prices for goods and services, commonly known as the cost of living." Both parties have made arguments in this regard. The Association argues its offer is justified relative to the long-term effects of the cost of living on the teachers' salaries. The Board argues that their offer is justified relative to the recent declining trend in the cost of living regardless of which index is used.

This Mediator-Arbitrator has stated before that he believes that compared to other factors, the cost of living factor does not deserve as much weight when adequate data on settlements is available because it is believed that the pattern of settlements are the best indicator of the proper assessment of the cost of living. It is stated by Arbitrator Kerkman in Merrill Area Education Association (Med/Arb-679 Dec. 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."

Summary and Conclusion

The final offers were analyzed against the pertinent statutory criteria. It was concluded that little weight should be given the cost of living. The data on the two remaining factors tended to support opposite conclusions. A comparison of the offers relative to wages only supported the offer of the Association, while an analysis of the total compensation (total package) factor supports the Board's position.

The critical question in respect to the 1981-82 wage offer is which factor deserves the most weight. These different approaches are both valid and must be considered. Which factor deserves the most weight and provides the most meaningful assessment of the reasonableness of the offers of the parties depends on the facts and circumstances of each case. One approach or factor is not per se more valid or controlling as suggested by the Association.

In the mind of the Mediator-Arbitrator, relative to the 1981-82 salary proposals, the evidence within the context of this record is relatively in equilibrium. Viewed from the standpoint of wage comparisons in similar districts, the Association's offer is favored although mitigated to some small degree by comparisons to other public and private sector employment. On the other hand, the wage offer of the employer viewed in light of total compensation and total package settlements support the Board's position. The offers are close enough for the 1981-82 school year, that it is the opinion of the Arbitrator that he must look at the remaining portion of the final offers for conclusive evidence on the offer as a whole. Thus, the findings on the 1982-83 portion of the offers will be determinitive of the entire dispute.

D. Salary Schedule for 1982-83

Arguments by the Association

The Association believes that their second year offer is consistent with the phase-in of catch-up and is supported by data for schools that have settled in similar two-year contracts. The basic premise behind the Association's second-year offer is to ease the burden of what they believe to be justifiable catch-up. In this respect, the Mediator-Arbitrator recognizes that conceptually speaking the first and second year salary offers of the Association cannot be considered separately but in tandem as the Association believes their argument for catch-up is made more reasonable by the gradual implementation of the two schedules over a two-year period.

The Association believes that the best indication of the reasonableness of their phase-in catch-up is to examine the ratio of the BA base rate to the various benchmark rates of 1979-80 to the present. They also compare Marion's ratio using second semester wage rate to the average ratios of the BA base calculated based on the average end rates for the seventeen school districts they believe to be comparable. They also submit similar ratio data comparing Marion to statewide school districts on the average. Below is the data they submitted for the seventeen comparable school districts.

	All Schools	Marion's Ratio	Difference From Average
BA Step 7	1979-80 ---- 1.23	1.21	- .02
	1980-81 ---- 1.24	1.21	- .03
	1981-82 ---- 1.24	1.24	even
	1982-83 ----	1.24	
BA Maximum	1979-80 ---- 1.45	1.42	- .03
	1980-81 ---- 1.47	1.44	- .03
	1981-82 ---- 1.48	1.48	even
MA Minimum	1979-80 ---- 1.08	1.08	even
	1980-81 ---- 1.08	1.07	- .01
	1981-82 ---- 1.08	1.08	even
	1982-83 ----	1.08	
MA Step 10	1979-80 ---- 1.46	1.39	- .07
	1980-81 ---- 1.47	1.40	- .07
	1981-82 ---- 1.47	1.44	- .03
	1982-83 ----	1.44	

MA Maximum	1979-80 ---- 1.63	1.61	- .02
	1980-81 ---- 1.66	1.64	- .02
	1981-82 ---- 1.67	1.68	+ .01
	1982-83	1.68	
Scheduled Max.	1979-80 ---- 1.67	1.63	- .04
	1980-81 ---- 1.70	1.67	- .03
	1981-82 ---- 1.72	1.72	even
	1982-83 ----	1.72	

In anticipation of an argument by the Board that these comparisons, particularly statewide averages, are not valid because distinctions in geography, school size, etc., the Association argues that they are not asking for catch-up to state wage rates but merely to maintain wage relationships between benchmarks similar to those in statewide averages and those in the seventeen comparable districts. The ratio of beginning pay rates to other pay rates, in their opinion, shows a gross inequity in pay rate relationships between experienced teachers and beginning teachers. In this regard, implied in their argument, that catch-up is most needed for teachers more at the top end of the salary schedule. They believe these ratios are a telling argument for the modest catch-up they have requested. The Association's gradual phase-in of somewhat improved rates for experienced teachers would allow some justice in this area.

The Association also submits the following chart which illustrates a comparison of the lanes and steps of the schools in the seventeen schools they believe to be comparable.

	Average Number of Lanes	Marion's Relationship To Average	Average Number of Steps	Marion's Relationship To Average
1979-80	6	-1	14	+2
1980-81	6	-1	15	+1
1981-82	6	-1	15	+1

They believe that this chart illustrates the reasonableness of the Association's offer in that it shows that Marion has a sub-par structure. The fact that other districts have more lanes provides quicker opportunity for advancement for educational credits and the fact that other schools have fewer steps means that the maximum pay rate/ratio is reached sooner. They believe this data reinforces the previous ratio material.

The Association also believes that another indicator that their second year offer is not out of line is the comparison of the Association's second semester wage rates to 46 settlements reported to date throughout the state for 1982-83. They also note that most of these settlements were bargained or arbitrated as part of a two-year package such as the Association's offer. They submit data showing Marion's ending rates for the 1982-83 proposal compared to the ending rates in the settlements to date statewide. They also refer the Mediator-Arbitrator to Association Exhibit 59 which shows the difference between Marion and statewide averages in the year 1979-80. The Mediator-Arbitrator notes that the data for 1979-80 includes 414 districts whereas the data for 1982-83 includes only 46 districts reporting 1982-83 settlements.

Nonetheless, the Association believes the data for 1979-80 compared to 1982-83 shows that they are not asking to catch-up to the state wage rates but merely maintain previous wage relationships.

Arguments by the Board

The Board argues that the Association's 1982-83 final offer fails to strike a fair balance between interest and welfare of the public and the economic well being of the district's teachers. They believe that by any costing method the 1982-83 wage-fringe benefit package proposed by the Association is excessive. They present data which costs the 1982-83 package against the Association's 1981-82 offer based on end rates and average rates. The total package increase under these calculations range from 10.82% to 12.31%. They believe that regardless of the measure used, such a total package as proposed by the Association is not reasonable in the School District of Marion. The Board also believes that the serious economic troubles facing the community militate against accepting the Association's excessive 1982-83 wage-benefit demand. In this regard, they discuss a variety of economic phenomena including high unemployment and economic downturn in business at one of the city's major employers as well as the fact that there have been several local business failures during the past few years. They also discuss the nature of economic downturns that affects a variety of other local businesses including farming economy. They believe the economic climate of the Marion School District must be reflected in the wage-benefit package granted to the Marion teachers just as it has been reflected in the wage adjustments granted to other local private and public sector employers.

They believe that the Board's 1982-83 reopener provision in lieu of a second year salary schedule agreement allows the parties to freely bargain the issue of salary schedule during the current economy. They believe that it is appropriate that the parties attempt a voluntary settlement faced by current economic reality. In this regard they believe that it would be most appropriate to bargaining the 1982-83 contract in this context.

The also believe that the Association's 1982-83 final offer is inconsistent and unreasonable in light of the School District's finances. They point out that the School District of Marion is projecting a 9% tax increase in 1982-83 and that this 9% increase only allows for a 4% growth in the 1982-83 budget. In addition, the District does not anticipate receiving a full 50% level of state aids they realized in 1981-82 and that the District of Marion owes against the shared cost of their state aids in 1982-83. In this regard they have made recent cuts to the sum of $141,000 from the 1982-83 budget. They contend that if the Board is allowed to reopen wage negotiations in 1982-83 it would give them an opportunity to negotiate in light of these budgetary realities.

They also believe that there is arbitral support for their opinion that a two-year contract is not appropriate in light of the current economic climate. In this regard they direct attention to the decisions of Arbitrator Christenson in Oak Creek Joint City School District No. 1, Case XVI, NO. 22929, Med/Arb-94(11/78) and Arbitrator Richard Miller in City of Hudson, Dec. No. 18526-A (7/81).

Discussion

In considering the portions of the offers relative to 1982-83, the Mediator-Arbitrator is asked to measure the reasonableness of the Association's offer in the form of a salary schedule against the Board's offer to reopen negotiations on salary in 1982-83. The Mediator-Arbitrator views the Association's second year proposal as a fundamental departure from the parties' customary practice and the practice in general in educational collective bargaining of one-year wage agreements. In view of this, it is believed that the burden is on the Association, in this case, to show a strong or compelling justification for this change. The fact that the burden is on the proposing party and the reasons for it are well documented. See for example Arbitrator Weisberger decision in the School District of Brown Deer, Dec. NO. 18064, (1/81).

It is the conclusion of the Mediator-Arbitrator that the Association has not fulfilled their burden in showing that their 1982-83 salary proposal is justified. The Mediator-Arbitrator comes to this conclusion for a variety of reasons discussed below.

First, the Associtions's attempt to justify the 1982-83 salary offer as a matter of phased-in catch-up is unpersuasive. The Arbitrator comes to this conclusion even assuming arguendo that the Association's salary offer for 1981-82 is superior and this conclusion is still valid even assuming that there is a need for catch-up in 1982-83. The Mediator-Arbitrator recognizes that there is some support for the argument that catch-up is needed in 1982-83 because even under the Association's 1981-82 offer there is a slight erosion in historical differential between Marion and the comparables at the BA Minimum, BA Maximum and MA Minimum benchmarks. Furthermore, under the Board's offer there is a differential erosion at the MA Maximum and Schedule Maximum benchmarks. In terms of rank, there is erosion at the BA Minimum and MA Minimum under the Association's offer and at BA Maximum under the Baord's offer and at the MA Minimum under both offers. If the Arbitrator were to conclude that the Assocition's arguments for catch-up in 1982-83 were conclusive, they have not addressed two other critical aspects involved in the justification of a catch-up argument. The Arbitrator believes that catch-up arguments must address at least three questions. One, is there a need for catch-up? Two, how much catch-up is justified relative to the comparables? Three, is the catch-up proposal reasonably related to the need for catch-up relative to the comparables? The Association has failed to explain in any persuasive way how much catch-up is needed in the 1982-83 school year relative to the comparables. In addition, they failed to convince the Arbitrator that their offer reasonably addresses the historical losses in the wage differential in the comparable districts. If arbitrators were to sustain catch-up arguments solely on the basis of showing pure need without regard to how much catch-up was justified, they might end up making awards that would not only catch the union up to their former historical position in the comparables but drastically exceed rank and position and thus upsetting historical patterns not only for the instant district but other districts in the comparables.

The Association attempted to show that their catch-up argument was justifed by the use of ratios of BA base to other benchmarks. They shows that ratios under their offer in 1982-83 would equal the ratios in the comparable schools in 1981-82. However, catch-up cannot be justified simply based on the fact that there is a differential of some sort between the instant district and comparable schools. A necessary element in catch-up as explained above is historical erosion and an increasing differential. See Arbitrator Imes award in Herman Consolidated District No. 22 Dec. No. 18037 (5/81). The ratio does not show an historical

erosion. The analysis of the Arbitrator does show some erosion but the Association has not fulfilled its burden of demonstrating how much catch-up is necessary in 1981-82. How much catch-up is necessary in 1982-83, based on the erosion as a result of the 1981-82 offers, is logically related to settlements in the comparable districts. Whether catch-up is needed in 1982-83 and if it is how much is needed is realtive to the settlements in the comparables. As implied above, the comparable settlements in 1982-83 measured against the Union's proposal for 1982-83 might result in the Association's proposal exceeding the historical place in the comparables or conversely might result in an award for 1982-83 which is inadequate relative to comparable settlements.

The primary reason that the Association cannot show that their 1982-83 offer is justified is the lack of comparable settlements in comparable districts for 1982-83. The Union did present data on 46 schools statewide that have 1982-83 wage settlements. The Mediator-Arbitrator notes that all but three were the result of two-year agreements. However, in the context of this record, the Mediator-Arbitrator does not believe that these settlements deserve much weight. This is for several reasons. There is no attempt to establish a basis of comparisons along traditional factors of size, geographic location, etc. In this regard, the Mediator-Arbitrator isn't saying that statewide averages should never be considered; in some cases it might be appropriate to do so. However, within the 46 settlements reported by the Association, more meaningful comparisons based on at least size are available. Had the Association even sorted out the districts similar in size and other factors, more weight could be given to them. Broad stroke comparisons should not be given much weight when more meaningful comparisons are available. Next, there is no indication as to how many of the settlements were voluntary or arbitrated. Third, of the settlements which might be voluntary, there is no indication how many settlements involving 1982-83 were bargaining in the same economic climate as the instant negotiations. Fourth, there is no indication that of the settlements which might be arbitrated how many were under similar factual circumstances as observed here. In this case, only one party has a second-year offer on salary and the other has has a reopener. The Mediator-Arbitrator would have to give less weight to awards involving a second-year contract where both parties had a second-year offer as distinguished from the instant case.

The statewide data presented by the Association doesn't adequately justify the Assocation's phase-in catch-up argument. The lack of meaningful comparisons, particularly in the primary comparables, leaves nothing but a purely speculative answer to the question of how much of an increase is necessary and justified in 1982-83. The speculative offer of the Union cannot be favored over the offer of the Board which allows both parties to return to the negotiating table in a more certain bargaining climate. As stated by Arbitrator Chistenson in Oak Creek Joint City School District No. 1, Case XVI, No. 22929 (Med/Arb-94) (11/78):

> "I do not find the Board's arguments persuasive that a two year agreement should be imposed. In these times of inflation and uncertainty about wage and price restraints and other economic conditions a long term contract, particularly one that fixes salaries, is strictly a gamble. That is no doubt one of the reasons that all but one of the agreements negotiated in comparable districts that have more than a one year duration provide for a salary reopener in the second year. The Board's proposed 8% salary increase in 1979-80 may be quite adequate as viewed from the perspective provided by another year of experience. If, on the other hand, the second year salary level coupled with the inability of the Association to negotiate any improvements in fringe benefits or term of employment turns out to be inadequate in the light of subsequent

event the two year agreement may have a very damaging effect on labor relations. If the longer term agreement were part of a voluntary agreement the situation might well be different. A "locked up" two year agreement is just too speculative, however, to be imposed." (Emphasis supplied.)

Also pertinent are comments by Arbitrator Richard U. Miller in City of Hudson (Department of Public Works), Dec. No. 18526-A, (7/81):

> "Given the uncertainty concerning future rates of inflation, tax collections, and revenue from other governmental levels there is much to be said for short-term collective agreements."

This Mediator-Arbitrator agrees with the thoughts of Arbitrators Miller and Christenson and believes that the uncertainty involved in bargaining the second year to the contract is accentuated by the current economic conditions which are well documented by the Board.

The fact that there were no settlements in the primary comparables not only distracts from the persuasive value of the Association's argument but it supports the position of the Board. No schools in the primary comparables have had two-year settlements and in this regard the offer by the Board to negotiate in the same economic climate and on the same basis as all other comparable school districts is nothing but reasonable. The fact that only 46 schools over 400 statewide schools have reported, according to the Assocation, two-year contracts gives weight to the argument that the Board's offer of a reopener in 1982-83 is reasonable because it is the most prevelant arrangement.

In summary, the Association's second year offer is not justified on its own merits, particularly when judged in light of the fact that the most prevelant collective bargaining arrangement, for good reason, is a one-year wage settlement.

IV. CONCLUSION

The Mediator-Arbitrator first examined the salary issue 1981-82 and found that the offers were marginally close enough that the determinitive issue would be the final offers as they relate the 1982-83. In reviewing the evidence relating to the portions of the offers for the 1982-83 school year, it was the conclusion of the Arbitrator that the Association could not justify their offer for reasons determined above and that for other reasons the Board's offer for 1982-83 was most reasonable. Even if it could be concluded that the Association's offer for 1981-82 was superior, it would only be marginally so. The deficiency in the Association's 1982-83 offer would have outweighed this supposed marginal preference. The second year wage offer proposals are not per se being rejected in this decision. It is being held, in the face of the reopener offer, in a situation where there are no settlements in primary comparables and in a volitile and unpredictable economic climate, that the Association has failed to put forth the necessary justification.

V. AWARD

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

Dated this 29th day of July, 1982, at Eau Claire, Wisconsin.

Gil Vernon, Mediator-Arbitrator

Attached is the final offer of the Marion Education Association

Jan B Buffett
February 23, 1982

FINAL OFFER

OF

THE MARION EDUCATION ASSOCIATION

ARTICLE XXIII

1. Revise Paragraph 1 to read as follows.

"The following table is the salary base for professional personnel other than administration and supervisors for 1981-82 and 1982-83."

(See Attachment A and B)

ARTICLE XXIV

Revise Additional Compensation Schedule as follows.

1981-1982

Head Varsity Coed Track Coach ------ $1,020

Assistant Coed Varsity Track Coach -- $ 671

1982-1983

Driver's Education ---------- $8.75/hr

Mileage ---------- 25¢/mile

ARTICLE XXIII

COMPENSATION (Including Fringes):

Revise Paragraph 2 to read as follows:

During 1982-1983, the Board shall pay the same percentage ratio contribution toward the family and single health plans as in 1981-1982. The amount of these contributions shall be expressed in dollars in an addendum to the agreement when said rates are set.

2/10/82

ARTICLE XXIII

COMPENSATION (Including Fringes):

Revise Paragraph 3 to read as follows.

During 1982-1983, the Board shall pay the same percentage ratio contribution toward the family and single dental plans as in 1981-1982. The amount of these contributions shall be expressed in dollars in an addendum to the agreement when said rates are set.

2/10/82 JJC

MARION EDUCATION ASSOCIATION ATTACHMENT A

FINAL OFFER

1981-82 FIRST SEMESTER

STEP	BS	BS+15	BS+30	MS	MS+15
0	11,750	12,146	12,542	12,742	13,138
1	12,185	12,581	12,977	13,177	13,573
2	12,620	13,016	13,412	13,612	14,008
3	13,055	13,451	13,847	14,047	14,443
4	13,490	13,886	14,282	14,482	14,878
5	13,925	14,321	14,717	14,917	15,313
6	14,360	14,756	15,152	15,352	15,748
7	14,795	15,191	15,587	15,787	16,183
8	15,230	15,626	16,022	16,222	16,618
9	15,665	16,061	16,457	16,657	17,053
10	16,100	16,496	16,892	17,092	17,488
11	16,535	16,931	17,327	17,527	17,923
12	16,970	17,366	17,762	17,962	18,358
13		17,801	18,197	18,397	18,793
14		18,236	18,632	18,832	19,228
15				19,267	19,663

1981-82 SECOND SEMESTER

STEP	BS	BS+15	BS+30	MS	MS+15
0	11,850	12,250	12,650	12,850	13,250
1	12,324	12,724	13,124	13,324	13,724
2	12,798	13,198	13,598	13,798	14,198
3	13,272	13,672	14,072	14,272	14,672
4	13,746	14,146	14,546	14,746	15,146
5	14,220	14,620	15,020	15,220	15,620
6	14,694	15,094	15,494	15,694	16,094
7	15,168	15,568	15,968	16,168	16,568
8	15,642	16,042	16,442	16,642	17,042
9	16,116	16,516	16,916	17,116	17,516
10	16,590	15,990	17,390	17,590	17,990
11	17,064	17,464	17,864	18,064	18,464
12	17,538	17,938	18,338	18,538	18,938
13		18,412	18,812	19,012	19,412
14		18,886	19,286	19,486	19,886
15				19,960	20,360

2/10/82 JJC

Those employees who are at the top of their respective salary lanes who did not receive an incremental salary increase for the school year shall receive $ WO

MARION EDUCATION ASSOCIATION ATTACHMENT B

FINAL OFFER

1982-83 FIRST SEMESTER

STEP	BS	BS+15	BS+30	MS	MS+15
0	12,800	13,230	13,660	13,860	14,290
1	13,274	13,704	14,134	14,334	14,764
2	13,748	14,178	14,608	14,808	15,238
3	14,222	14,652	15,082	15,282	15,712
4	14,696	15,126	15,556	15,756	16,186
5	15,170	15,600	16,030	16,230	16,660
6	15,644	16,074	16,504	16,704	17,134
7	16,118	16,548	16,978	17,178	17,608
8	16,592	17,022	17,452	17,652	18,082
9	17,066	17,496	17,926	18,126	18,556
10	17,540	17,970	18,400	18,600	19,030
11	18,014	18,444	18,874	19,074	19,504
12	18,488	18,918	19,348	19,548	19,978
13		19,392	19,822	20,022	20,452
14		19,866	20,296	20,496	20,926
15				20,970	21,400

1982-83 SECOND SEMESTER

STEP	BS	BS+15	BS+30	MS	MS+15
0	12,900	13,335	13,770	13,970	14,405
1	13,416	13,851	14,286	14,486	14,921
2	13,932	14,367	14,802	15,002	15,437
3	14,448	14,883	15,318	15,518	15,953
4	14,964	15,399	15,834	16,034	16,469
5	15,480	15,915	16,350	16,550	16,985
6	15,996	16,431	16,866	17,066	17,501
7	16,512	16,947	17,382	17,582	18,017
8	17,028	17,463	17,898	18,098	18,533
9	17,544	17,979	18,414	18,614	19,049
10	18,060	18,495	18,930	19,130	19,565
11	18,576	19,011	19,446	19,646	20,081
12	19,092	19,527	19,962	20,162	20,597
13		20,043	20,478	20,678	21,113
14		20,559	20,994	21,194	21,629
15				21,710	22,145

2/10/82 dgc

Those employees who are at the top of their respective salary lanes who did not receive an incremental salary increase for the school year shall receive

ARTICLE XXIV

Additional Compensation Schedule

Dramatic Plays-per 1 act play (2 plays)	195.00
Head Forensics	557.00
Assistant Forensics (2) each	292.00
~~Annual~~ Yearbook Forensics	135.00
School Newspaper	446.00
Cheerleading	448.00
Assistant Cheerleading	505.00
Department Chairmen (High School)	140.00
Lead Teacher (Rural School)	288.00
Lead Teacher (Marion Elementary)	130.00
Class Advisors (High School)	288.00
a) Freshman & Sophomore (2 per class) each	180.00
b) Junior & Senior (2 per class) each	257.00
Student Council Advisor (2) each	288.00
~~Driver's Education~~	
Summer Guidance (35 hour week)	205.00
Summer Library (35 hour week)	183.00
Summer Curriculum Writing (35 hour week)	288.00
Pep Bus Chaperone	15/trip
Extra duty at school activities	15/event.
Noon hour duty (each assignment)	2.25
Summer Band (6 weeks - 200 hours)	1543.00
Summer Band (130 hours)	955.00
Pep Band Leadership	369.00
Solo and Ensemble (Instrumental) (2)	622.00
Solo and Ensemble (Vocal)	622.00
Summer Home Ec Work (35 hour week)	486.00
~~Mileage~~ Musical	183.00
COACH	
Head Varsity Football Coach	1255.00
Head Football Coach, Pre-season practices	45/Day
Assistant Varsity Football Coaches (3) each	785.00
Assistant Varsity Football Coaches, Pre-season practices, each	30/Day
Assistant 9th grade Football Coach	513.00
7th grade Football Coach (20 hours)	5.00/hr.
Head Varsity Boys Basketball Coach	1255.00
Assistant Boys Basketball Coach	785.00
9th grade Boys Basketball Coach	648.00
8th grade Boys Basketball Coach	477.00
7th grade Boys Basketball Coach	477.00
Head Varsity Girls Basketball Coach	1255.00
Assistant Girls Basketball Coach	785.00
9th grade Girls Basketball Coach	648.00
8th grade Girls Basketball Coach	477.00
7th grade Girls Basketball Coach	477.00
5-6 grade Basketball Coach (20 hours)	5.00/hr.
Head Varsity Wrestling Coach	1255.00
Assistant Wrestling Coach	785.00
Junior High Wrestling Coach	479.00
~~Head Varsity Boys Baseball Coach~~ Asst. Varsity Wrestling Coach	5.00/hr.
Head Baseball Coach, Post school practice for tournament play	912.00
Assistant Boys Baseball Coach	39.00/Day
Assistant Baseball Coach, Post school practice for tournament play	582.00
Head Varsity Girls Softball Coach	22.00/Day
Head Softball Coach, Post school practice for tournament play	912.00
Assistant Girls Softball Coach	39.00/Day
Assistant Softball Coach, Post school practice for tournament play	582.00

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Head Varsity Coed Track Coach.....1163.00
Head Coed Track Coach, Post school practice for WIAA meets.....39.00/Day
Assistant Coed Varsity Track Coach.....751.00
Asst. Coed Track Coach, Post school practice for WIAA meets.....27.00/Day
Head Varsity Cross Country.....575.00
Head Varsity Girls Volleyball Coach.....912.00
Assistant Girls Volleyball Coach.....582.00
Jr. High Girls Volleyball Coach.....477.00
HEAD VARSITY ATHLETIC COACH INCREMENTS
a) 4-6 years of District experience in the same position.....no
b) 7-9 years of District experience in the same position.....change
c) 10-- years of District experience in the same position.....from '80-81
ASSISTANT VARSITY COACH INCREMENTS
a) 4-6 years of District experience in the same position.....no
b) 7-9 years of District experience in the same position.....change
c) 10-- years of District experience in the same position.....from '80-81
~~Head Chess Coach~~.....
~~Student Athletic Activities Advisor~~.....

2/10/82

Name of Case: School District of Marion and Marion Education Association Case III No. 28954 MED/ARB-1463

The following, or the attachment hereto, constitutes our final offer for the purpose of mediation-arbitration pursuant to Section 111.70(4)((cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

2-10-82
(Date)

Gary M. Bueck
(Representative)

On behalf of: Marion School District

FINAL OFFER OF THE SCHOOL BOARD OF THE
SCHOOL DISTRICT OF MARION

1. ARTICLE XXIII - COMPENSATION (INCLUDING FRINGES): Revise Paragraph 1 to read as follows:

"The following tables are the salary base for professional personnel other than administration and supervisors for 1981-82:

FIRST SEMESTER 1981-82

	BS	BS 15	BS 30	MS	MS 15
0	11,850	12,250	12,650	12,850	13,250
1	12,270	12,670	13,070	13,270	13,670
2	12,690	13,090	13,490	13,690	14,090
3	13,110	13,510	13,910	14,110	14,510
4	13,530	13,930	14,330	14,530	14,930
5	13,950	14,350	14,750	14,950	15,350
6	14,370	14,770	15,170	15,370	15,770
7	14,790	15,190	15,590	15,790	16,190
8	15,210	15,610	16,010	16,210	16,610
9	15,630	16,030	16,430	16,630	17,030
10	16,050	16,450	16,850	17,050	17,450
11	16,470	16,870	17,270	17,470	17,870
12	16,890	17,290	17,690	17,890	18,290
13		17,710	18,110	18,310	18,710
14		18,130	18,530	18,730	19,130
15				19,150	19,550

MR

SECOND SEMESTER 1981-82

	BS	BS 15	BS 30	MS	MS 15
0	11,850	12,250	12,650	12,850	13,250
1	12,290	12,690	13,090	13,290	13,690
2	12,730	13,130	13,530	13,730	14,130
3	13,170	13,570	13,970	14,170	14,570
4	13,610	14,010	14,410	14,610	15,010
5	14,050	14,450	14,850	15,050	15,450
6	14,490	14,890	15,290	15,490	15,890
7	14,930	15,330	15,730	15,930	16,330
8	15,370	15,770	16,170	16,370	16,770
9	15,810	16,210	16,610	16,810	17,210
10	16,250	16,650	17,050	17,250	17,650
11	16,690	17,090	17,490	17,690	18,090
12	17,130	17,530	17,930	18,130	18,530
13		17,970	18,370	18,570	18,970
14		18,410	18,810	19,010	19,410
15				19,450	19,850

For the 1981-82 school year only, those employees who are at the top of their respective salary lanes and who did not receive an incremental salary increase for the 1981-82 school year, shall receive a one time nonaccumulative payment of One Hundred Dollars ($100.00), spread over the regular pay period."

ARTICLE XXIV - ADDITIONAL COMPENSATION SCHEDULE: ~~Revise~~ pursuant to Attachment 1.

(3.) ARTICLE XXV - ACCEPTANCE AND DURATION: Add Paragraph 26.2 to read as follows:

"Either party to this Agreement may reopen this Agreement with respect to the sole subjects of Salary Schedule, Insurance Contribution Amounts, Hourly Rates, Extra-Curricular Pay, Calendar, plus one issue to be chosen by each side for the 1982-83 school year by giving notice to the other party."