

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

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In The Matter of The :
Mediation/Arbitration Between :
 : Case IV
IOWA-GRANT EDUCATION ASSOCIATION : No. 29637 MED/ARB-1637
 : Decision No. 19653-A
and :
 :
IOWA-GRANT SCHOOL DISTRICT :
 :
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APPEARANCES:

Paul R. Bierbrauer, Executive Director, South West Teachers United, appearing on behalf of the Iowa-Grant Education Association.

Kenneth Cole, Director, Wisconsin Association of School Boards, Inc., appearing on behalf of the Iowa-Grant School District.

ARBITRATION HEARING BACKGROUND:

On July 8, 1982, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Iowa-Grant Education Association, hereinafter referred to as the Association, and the Iowa-Grant School District, hereinafter referred to as the District. Pursuant to the statutory requirements, mediation proceedings were conducted between the parties on October 7, 1982. Mediation failed to resolve the impasse and an arbitration hearing was held on November 23, 1982. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed but post hearing briefs were filed with and exchanged through the mediator/arbitrator on January 26, 1983.

THE ISSUES:

Two issues remain at impasse between the parties: the salary schedule and the supplementary salary schedule. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7 requires the mediator/arbitrator to consider the following criteria in the decision process:

- A. The lawful authority of the municipal employer.
- B. The 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 municipal employes 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 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 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.
- 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 COMPARABLES:

The parties differ regarding the selection of appropriate comparables. The District proposes school districts within 35 miles of Iowa-Grant as appropriate comparables while the Association posits the appropriate comparables are those within the athletic conference, school districts of similar size which have settled for 1982-83 within the State, as well as, generally, all school districts within the State.

Arguing the State Constitution, the laws of Wisconsin and the rules of the Department of Public Instruction intend the aid formula and the standards in Wisconsin to create balance to the educational system within the State, the Association posits they also intend teachers in Iowa-Grant to be treated equally with teachers in other districts throughout the State. Further, the Association declares it believes the broader comparables more closely satisfies the intent of Section 111.70(4) (cm)7(d) Wis. Stats. Contending this section is intended to apply to a broader sampling of districts than that proposed by the District, the Association maintains districts within the state which are similar in student population and full time teaching equivalencies make districts have similar educational needs regarding staff requirements and use of economic resources. Thus, it continues, these needs make a strong argument for comparability. Further, it contends use of statewide districts

as comparables will provide evidence as to the trend in the "industry". In arguing its comparables, the Association also rejects the District's comparables maintaining they have never been grouped with Iowa-Grant for any purpose, let alone for bargaining purposes.

The District, rejecting the Association's comparables with the exception of the athletic conference, declares the appropriate set of comparables should be those districts which lie within 35 miles of the Iowa-Grant School District since they encompass districts within Lafayette County. The District notes this set of comparables includes all of the athletic conference school districts with the exception of Mount Horeb, which leaves the conference next year, and is replaced by Southwestern (Hazel Green).

While comparisons, particularly for the purposes of wage and benefit comparisons, must reflect an overall acceptable standard, that standard is moderated by the specific historical, geographical, social and economic factors prevalent in any given area. Thus, although the Association argues statewide comparability should be considered, there are other factors which require the selection of a group of comparables that encompass similar social, economic and political realities which affect the policy-making for that specific group. Other than the fact that the statewide districts are similar in size and full time teaching equivalencies, no evidence was submitted which established these districts as sufficiently similar in competing for goods and services, similar in being affected by labor market fluctuations and similar in being affected by cost of living increases to consider them as comparables. For instance, some districts are in areas of the state where there is a great deal of seasonal employment while others have relatively little. Some districts are located in highly industrial areas, while others are in primarily agricultural areas. Some districts are in highly urbanized areas while others are in more isolated rural areas. All of these factors affect local policy-making and unless the districts exist in the same environments, there is little which can cause them to be considered comparable.

The undersigned also rejects the Association's argument that constitutional and statutory laws, as well as administrative rules, of the state favor statewide comparisons for the purpose of making salary and benefit comparisons. Nothing within 111.70 or 121.02 Wis. Stats. specifically references statewide comparisons for teachers. Further, the intent of the equalization formula is to guarantee a certain property tax base for each student in order to meet the educational needs of a district, including the thirteen standards set forth by the State. While staff may, in fact, be part of a district's educational needs, nothing directly relates the compensation of staff to the standards.

The District's set of comparables is also rejected despite the fact that the District indicates at least one arbitrator has broadened the comparables to include other districts within the area in addition to the athletic conference. Other than that the districts proposed by the District are all located within geographical proximity of Iowa-Grant and are within the same county, there was no evidence submitted which established them as comparable. Specifically, the only other data submitted, size, showed the proposed set of comparables to contain a much greater number of significantly smaller

districts which tends to diminish the extent to which these districts could be considered comparable. Consequently, since the districts within the athletic conference have at least maintained some relationship with each other and since there is an equal distribution of large and small schools, the undersigned concludes that for the purposes of comparison, the athletic conference will be the primary consideration. Hazel Green would have been included in the comparisons, however, there was not sufficient data provided to establish a historical relationship with Iowa-Grant.

POSITIONS OF THE PARTIES:

The District argues its offer is more reasonable since it provides an increase comparable to settlements within the immediate geographic area with the existing salary schedule while the Association's offer is structured in a manner which would destroy the existing relationships. Further, the District declares its offer is in accord with current economic conditions as reflected by the Consumer Price Index.

Contending the total package increases among the comparables averages 7.3%, the District posits its offer, reflecting an approximate 6% total compensation increase, is more similar to the pattern of settlements than the Association's offer of 10.6%. The District also argues it is equally important to maintain the existing salary schedule structure. Noting that, whether comparisons are made with its proposed set of comparables or with the athletic conference, its rank, particularly at the MA Maximum and Schedule Maximum positions is relatively high, the District maintains there is no need for an offer which makes an already high schedule clearly an extremely high one. In rejecting the Association's proposal of an incremental freeze, the District declares the freeze would not only destroy the integrity of the schedule as it relates to years of teaching experience, but it would destroy the compensation relationship which exists among the comparable districts.

As to current economic conditions, which the District also maintains is an important consideration, the District argues its offer more closely approximates the cost of living for the area. In support of its position, the District notes the inflation rate in September measured by the Consumer Price Index was 4.9%, an amount more than 1% below the District's final offer. Given this fact, the District declares its offer is the only realistic one.

In conclusion, the District posits the extracurricular schedule is of less consequence in determining which of the final offers is more reasonable. As a result, it declares the decision as to reasonableness should be made primarily based upon the salary schedule issue.

The Association posits the need for catch-up exists when the Iowa-Grant schedule is compared with the statewide settlement trend and with the increases achieved in statewide districts of similar size. Continuing both the Association and District's proposals cause the District to fall behind the calculated statewide benchmarks, the Association declares its offer is more reasonable since the District's proposal causes more severe losses. Further, the Association notes the District's offer, less than the statewide average, will cause continued erosion in the salary comparisons. Finally, concluding the District is so far behind the statewide district average and behind the voluntary settlements among statewide districts of similar size, the Association submits its 9% increase,

while .5% more than the projected statewide average increase of 8.5%, reflects a lesser dollar increase than that achieved within the State and will not achieve catch-up. Therefore, the Association maintains its offer is justified.

Positing it is difficult to compare the Association's offer directly with the athletic conference schedule since the Association proposes an incremental freeze which distorts individual teacher salaries and their increases, the Association declares it is easier to see the impact of the District's offer on the athletic conference comparables. It continues that when this comparison is made, it is apparent the District intends to reduce the schedule maximum by sacrificing the entire salary schedule either by falling below or further below the average salaries among the comparables. Contending, however, that the most appropriate comparisons are the statewide comparisons because only three settlements exist among the athletic conference schools and because arbitrators should rely upon comparability which at least demonstrates a developing trend in voluntary settlements, the Association concludes its offer, much more than the District's, results in a salary schedule which closely parallels the statewide trend and an increase which more reasonably compares with individual contract settlements as well as the statewide average. The Association continues, citing Cudhay and Westby decisions, that even recent arbitration decisions support its position and clearly shows the District's offer does not reflect "industry" increases nor a reasonable expectation for voluntary settlement when catch-up is demonstrated.

The Association also argues its final offer does not fall outside the interest of the public nor the employer's ability to pay. Citing the District's increase in state aids which resulted in a decrease in local tax levies, the Association continues the District did not demonstrate major final problems would occur if the Association's offer were implemented. Conversely, however, it declares the District's offer would have a negative impact upon the employees. The Association concludes there is a need to examine both the financial impact upon the District as well as the negative impact upon the employees when it is determined which of the final offers is more reasonable.

Regarding the supplementary schedule issue, the Association, declaring its position more closely compares to the athletic conference averages, adds its offer is an attempt to reflect the growth in pay rate which has existed since 1981. Noting Iowa-Grant as well as Lancaster have experienced the least rate of growth during this time, and that its offer only intends to maintain comparability within the conference, the Association concludes its offer is the more reasonable.

DISCUSSION:

A primary argument advanced by the Association is the need for catch-up based upon comparisons made with statewide districts of similar size and the "industry" trend established by all districts statewide. In rejecting both comparisons, the undersigned recognizes a substantial portion of the Association's argument was also rejected. However, since there was an argument for catch-up made, the data regarding the comparable schools, including the final offers of the parties still unsettled in 1982-83, were compared with the previous settlements and the final offers of the Iowa-Grant District. Measuring the benchmark positions of BA Minimum, BA Maximum, MA Minimum, MA Maximum, Schedule Maximum, BA/Step 7 and MA/Step 10 for the

past two years against the comparables indicates that during 1980-81 and 1981-82 the settlements reached by the parties maintained or slightly improved Iowa-Grant's status, both as to rank and as to percent deviation from the mean and average increases of the comparable districts. Based on this conclusion, it cannot be said teachers within the District have been experiencing an erosion of relative salary comparability among the most comparable districts. Analyzing the 1982-83 proposals of the parties together with the data provided for the settled districts, as well as the final offers of the unsettled districts, however, shows the District intends to significantly change its past relationship to the mean and average increases established among the comparables. This change would result in a deterioration of salary comparability. The District's offer, while not significantly changing the benchmark ranks, does result in a much greater deviation from the mean and average increases of the comparable districts to the detriment of its teachers.¹

Neither offer, however, seeks to maintain the relationship established by previous agreements within the District. While it is true the Association seeks to implement an experience increment freeze for 1982-83 only, the fact that it substantially changes the schedule will have a long term effect upon the relationship of wage increases received by teachers in the Iowa-Grant district as compared to the teachers in the other comparable districts. While a freeze may accomplish a change with less overall cost involved, the impact of the change in the salary schedule must also be considered. A comparison of the Association's proposal at the benchmark positions with the comparable districts indicates the Association seeks a salary structure change which would result in significant upward movement in rank, as well as significant improvement in the percentage deviation over the mean and average increases. In some instances, the change would be as much as a 100% improvement.² This type of improvement without a demonstrated need for catch-up, despite the fact that the improvement is not reflected in the individual teachers' salaries, cannot be viewed as reasonable.

The fundamental change in the salary structure proposed by the Association, absent demonstrated need, should not be accomplished through arbitration. It is a type of change which should take place in the voluntary bargaining process, since such a change would disturb the historical relationship which has existed among the comparables and within the schedule itself. Salary increases are intended to reflect the relationship among teachers with various amounts of experience and training. It is this relationship which is used to determine appropriate wage increases for experience and training within the District and is used as a measure by districts within a comparable area to determine fair and equitable increases in future negotiations. Further, arbitrators use this comparison, generally, as one of the criteria given consideration as required by statute. Thus, freezing all teachers at the existing incremental steps distorts

¹The District's offer was measured against a mean and average established should all districts prevail in the unsettled districts and against a mean and average established should all associations prevail within the districts.

²The Association's final offer was compared against the mean and average established should the districts prevail and against the mean and average established should the associations prevail.

several different relationships.

Having concluded neither offer is reasonable based on a standard of compensation received by teachers in comparable districts, the undersigned did determine the District's offer was slightly more preferable since the Association's offer would serve to upset the historical patterns among the comparables to a greater extent than would the District's. The District's offer, while broadening the difference by which teachers in the District are compensated, compared to the mean and average settlements, and while placing the teachers in a need to catch up in future years, can be modified in future negotiations or even further arbitrations to again provide the teachers with comparability that re-establishes the status quo which has existed in the past. Acceptance of the Association's offer, however, would not only upset the historical patterns among the comparables, but would probably create an end run wherein teachers in comparable districts would attempt in future negotiations to catch up to the increases resulting in the Iowa-Grant district, a situation arbitrators should avoid encouraging.

Further, the District's offer is more reasonable when the cost of both offers is weighed against the cost of living. The District's offer at a total package cost of 6.005% is more closely aligned with the Consumer Price Index reflecting an August to August increase of 5.9% than the Association's total package offer at 10.627%. A 9% increase in wages, the amount sought by the Association, regardless of the fact that a freeze occurs, is significantly higher than the cost of living increases reflected both in the area and in the Consumer Price Index.

In considering the extracurricular schedules, it appears the Association's offer is more reasonable, not only in that the increases sought by the Association are more consistent with the athletic conference averages, but in that the Association attempts to improve compensation for all areas of extracurricular activity, rather than just the major sports areas. The District's offer, while there may be justification for reducing the compensation received by the head and assistant baseball coaches and increasing the head and assistant softball coaches' compensation, ignores all other areas of extracurricular activities and seeks to maintain 1981-82 levels. A review of the compensation provided in 1981-82 shows the District adequately compensates some extracurricular activity positions but undercompensates in others. Thus, without a showing of justification for not considering improvements similar to that which others are receiving both in 1981-82 and in 1982-83, it cannot be concluded the District's offer is reasonable.

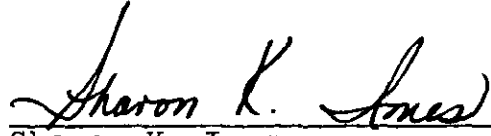
Despite having concluded the Association's offer is more reasonable regarding the extracurricular activity issue, the undersigned concludes the issue relative to the salary schedule increase carries more weight in determining which of the final offers shall be selected. Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the District's offer is more reasonable, the undersigned makes the following

AWARD

The final offer of the District, together with the stipulations

of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 8th day of April, 1983, at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI/mls

APPENDIX "A"

TRUCK OFFICE LGEH

5/20/82

*Iowa-Grant
1982-1983
Salary Schedule*

	<u>BA</u>	<u>BA + 8</u>	<u>BA + 15</u>	<u>BA + 24</u>	<u>MA</u>	<u>MA + 15</u>
1	12,944	13,203	13,462	13,850	14,238	14,756
2	13,462	13,731	14,000	14,404	14,408	15,346
3	13,980	14,259	14,538	14,958	15,378	15,936
4	14,498	14,787	15,076	15,512	15,948	16,526
5	15,016	15,315	15,614	16,066	16,518	17,116
6	15,534	15,843	16,152	16,620	17,088	17,706
7	16,052	16,371	16,690	17,174	17,658	18,296
8	16,570	16,899	17,228	17,728	18,228	18,886
9	17,088	17,427	17,766	18,282	18,798	19,476
10	17,606	17,955	18,304	18,836	19,368	20,066
11			18,842	19,390	19,938	20,656
12			19,380	19,944	20,508	21,246
13					21,078	21,836
14					21,648	22,426
15						23,016
16						23,606

An experience increment (only) freeze will be in effect for the 1982-1983 school year.

Paul R. Birkman

118

SUPPLEMENTARY SALARY SCHEDULE - 1982/83

Athletic Director	1250
Elementary Athletic Coordinator	650
Major Sport Head Coaches	1225
Baseball Head Coach	1005
Softball Head Coach	1005
Golf Coach	680
Major Assistant Coaches	925
Baseball Assistant Coach	815
Softball Assistant Coach	815
Freshman Coach	740
Grade Basketball Coaches	760
Grade Volleyball Coaches	760
Grade Wrestling Coach	760
High School Cheerleading	460
Grade Cheerleading	245
Musical Activities	570
Elementary Band Activities	350
Musical Director	440
" Assistant	460
Drama Director - limit of 2 productions	720
" Assistant " " " "	155
Annual - Publication	—
" - Finance	355
Forensics Director	545
" Assistant	245
Concessions	435
Homecoming Chairperson	315
Wyalusing Counselors (Teaching Staff)	110
Split/Combination Grades	550

JPB
10/1/82

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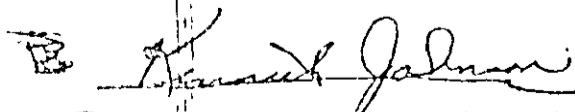
WISCONSIN EDUCATIONAL
RELATIONS COMMISSIONFINAL OFFER
of the

IOWA-GRANT BOARD of EDUCATION

This offer shall be effective as of July 1, 1982 for compensation items included in the agreement with the Iowa-Grant Education Association for the 1982-83 agreement year. The existing agreement shall remain unchanged except for any tentative agreements that have been stipulated to by the parties and a base salary of ~~\$11,155~~ ^{\$12,194} ^{5/26/82} with the existing salary structure.

Those employees entitled to an increment will receive an increment according to the schedule. The supplement schedule shall be modified as follows:

- | | |
|--------------------------------|--------|
| 1. BASEBALL HEAD COACH | \$ 825 |
| 2. SOFTBALL HEAD COACH | \$ 825 |
| 3. BASEBALL ASSISTANT COACH | \$ 675 |
| 4. SOFTBALL ASSISTANT COACH | \$ 675 |
| 5. DELETE "ANNUAL-PUBLICATION" | — |



For the Board of Education
May 26, 1982

Step	BS	BS+8	BS+15	BS+24	MS	MS+15
1	12,194	12,438	12,682	13,048	13,413	13,901
2	12,682	12,935	13,189	13,569	13,950	14,457
3	13,170	13,433	13,696	14,091	14,486	15,013
4	13,657	13,930	14,204	14,613	15,023	15,569
5	14,145	14,428	14,711	15,135	15,560	16,125
6	14,633	14,925	15,218	15,657	16,096	16,681
7	15,121	15,423	15,725	16,179	16,633	17,237
8	15,608	15,920	16,233	16,701	17,169	17,793
9	16,096	16,418	16,740	17,223	17,706	18,350
10	16,584	16,916	17,247	17,745	18,242	18,906
11			17,754	18,267	18,779	19,462
12			18,262	18,789	19,315	20,018
13					19,852	20,574
14					20,388	21,130
15						21,686
16						22,242

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

MAY 28 1982

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