STATE OF WISCONSIN

BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In The Matter of the Mediation/Arbitration of

COCHRANE-FOUNTAIN CITY TEACHERS
ASSOCIATION
CASE VII
No. 29756

and

COCHRANE-FOUNTAIN CITY
COMMUNITY SCHOOL DISTRICT

CASE VII No. 29756 MED/ARB-1667 Decision No. 19771-A

APPEARANCES:

James C. Bertram, Executive Director, Coulee Region United Educators, appearing on behalf of the Cochrane-Fountain City Teachers Association.

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Mario B. DeRose, Membership Consultant, Wisconsin Association of School Boards, Inc., appearing on behalf of the Cochrane-Fountain City Community School District.

ARBITRATION HEARING BACKGROUND:

On August 4, 1982, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act in the matter of impasse between the Cochrane-Fountain City Teachers Association, hereinafter referred to as the Association, and the Cochrane-Fountain City Community School District, hereinafter referred to as the District. Pursuant to the statutory requirement, mediation and arbitration, in the event the mediation was unsuccessful, was scheduled for October 25, 1982. When the parties met on October 25, 1982, they waived the mediation requirement and the matter proceeded immediately to arbitration. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were not transcribed. Post hearing briefs were filed with and exchanged through the arbitrator on November 29, 1982.

THE ISSUES:

The remaining issue at impasse between the parties relates to salaries of the teachers within the District and the school nurse. The final offers 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 the 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.

STIPULATIONS:

Prior to the commencement of medication/arbitration, the parties reached stipulations in a number of areas. This Stipulation is attached as Appendix "C".

THE COMPARABLES:

Each of the parties submitted two sets of school districts from which they contend comparisons can be made to Cochrane-Fountain City. Both parties agree the primary set of comparables consists of all the school districts within the Dairyland Athletic Conference. These districts include Alma Center, Augusta, Blair, Eleva-Strum, Gilmanton, Independence, Melrose-Mindoro, Osseo-Fairchild, Taylor, and Whitehall. Both parties agree these districts should be the primary comparables because they are of similar size and in the same geographic area as Cochrane-Fountain City.

The District proposes, as a secondary set of comparables, the Class C schools in CESA #11. The District contends these schools should be included in the comparables because they, also, are of similar size and within the same geographic area of

Cochrane-Fountain City. In addition to these criteria, the District declares an added factor for considering the CESA #11 Class C districts is they share programs, purchasing, etc.

The Association posits the school districts of Arcadia and Gale-Ettrick-Trempealeau should be included among the comparables. The Association contends that in addition to being "an unbroken, unseparated cluster of school districts leaving no district to be at a distance or sitting alone from the others", these districts also have equalized valuations which are within the parameters established by the primary group and thus have similar economic resources to support the educational programs. Finally, the Association notes support for inclusion of Arcadia exists since comparisons are made between Cochrane-Fountain City and Arcadia in a previous Arcadia arbitration decision.

The Association rejects the District's second group of comparables declaring the District has cited no data on the fiscal resources of the Class C school districts. In addition, it contends the District has failed to provide any information as to which of these districts may have had multi-year agreements.

The District, positing its secondary set of comparables is superior to the Association's, declares the Association's list contains schools which are not comparable to Cochrane-Fountain City. The District argues Arcadia and Gale-Ettrick-Trempealeau should be excluded from the comparables because they are Class B schools and further because Gale-Ettrick-Trempealeau is nearly twice the size of Cochrane-Fountain City. Finally, as added reason for excluding Arcadia, as well as giving less weight to the Eleva-Strum and Osseo-Fairchild settlements, the District states all three of these districts are in the second year of a two-year contract which was agreed to when economic and psychological factors for settlement were different than they are at the present time.

In determining which set of comparables to use, the undersigned has concluded the primary set of comparables proposed by both parties shall be the determining set of comparables. In rejecting Arcadia and Gale-Ettrick-Trempealeau as comparables, the undersigned finds that while they are contiguous districts, the Gale-Ettrick-Trempealeau district is sufficiently larger than any of the comparable districts included within the athletic conference and mutually agreed upon by the parties. In reviewing the full time equivalency of the Gale-Ettrick-Trempealeau district it is noted the district is 35% larger than any other district agreed upon as mutually comparable and 54% larger than Cochrane-Fountain City. The average daily membership of Gale-Ettrick-Trempealeau is also 35% larger than the largest district agreed upon as mutually comparable and 80% larger than the Cochrane-Fountain City school district. Therefore, the undersigned finds the Gale-Ettrick-Trempealeau district is not as comparable as others proposed by both parties. The undersigned also rejected Arcadia, although it has more in common with the districts mutually agreed upon, because the data which is available from that district is the result of a two-year agreement which will reflect different determining circumstances for reaching settlement than those considered in the instant matter.

The undersigned also rejects the District's proposed secondary comparables. These districts are not geographically

near Cochrane-Fountain City. Further, the District did not provide information sufficient to establish the proposed districts were similar on any other basis other than they shared services through CESA #11.

THE POSITIONS OF THE PARTIES:

Both parties are in agreement on the work year and work day for the school nurse but differ on the salary proposal. Both parties' salary proposal, however, takes into account the change which has occurred in the work year and the work day. The Association, contending the nurse must be treated as any other member of the bargaining unit, states it increased the nurse's salary by 10.8% because its 1982-83 final offer for teachers, the bargaining unit to which the nurse belongs, was calculated at or about 10.8%. Continuing, the Association states it believes the District used a similar approach in arriving at its offer for the school nurse, but rejects the comparables the District used to support its position. The Association argues the testimony by the school superintendent indicated the District was not aware of any nurse in the other school districts considered comparable being in an organized group which bargains collectively with the employer. The Association continues that such a comparison really amounts to a situation where the salary for the nurse has been a function of the dynamics of the collective bargaining process. It concludes, then, the District's comparables are not appropriate and should not be considered when determining the nurse's salary.

The District, stating it has offered to increase the nurse's salary by 85¢ an hour, contends it offers the second highest hourly rate and the highest annual salary for school nurses in the athletic conference school districts. It continues, then, that based on comparability, the District's offer is clearly the more reasonable of the two. The District posits its offer is also reasonable when one considers the offer made the school nurse represents an 8.75% increase in the hourly rate, an increase significantly higher than the current 4.9% increase in the Consumer Price Index. Declaring it has offered a salary increase which is more in line with the comparable salaries paid and with the current increase in the CPI, the District concludes its offer is more reasonable.

The major issue in dispute between the parties is the salary schedule for the teachers in the District. The proposals of the parties differ on the BA Base and in the experience step increments. The District offers an "across-the-board" increase in the salary schedule which it maintains is the status quo while the Association seeks an increase in the BA Base and an increase in the experience step increment.

The Association contends the improvements it proposes are needed in order to equip the Cochrane-Fountain City School District with a salary schedule which shows improvement consistent with area schools in order to maintain competiveness with the other school districts and to be more in line with the voluntary settlements reached in the past at Cochrane-Fountain City. Positing the District's offer destroys the integrity of the internal relationship which exists in the current salary schedule, the Association declares its offer more closely maintains the relationship which has been established by prior voluntary agreements. Indicating an "across-the-board" increase as proposed by the District results in very low index figures at the MA Lane Maximum and the Schedule

Maximum, the Association argues that only an improvement both at the BA Base and in the experience step increment will result in a salary schedule which maintains the integrity of the past internal relationships.

Positing the comparables show the District's offer results in the District trailing the conference leader in the size of the BA Lane increment by as much as it did in 1980-81, the Association continues that while its offer would still result in the District trailing the conference leader at the MA Lane increment step, it is more in line with the increases granted in the other lanes among the comparables than the District's offer. In conclusion, then, the Association states its final offer is more in the mainstream of the conference settlements for 1982-83 and keeps better pace with the conference leader than the District's offer does.

Finally, contending salary schedule benchmarks are a function of the internal changes in a salary schedule proposal, the Association declares the changes it proposes in the salary schedule cause more consistent and even adjustments in benchmark ranks. In contrast, the Association declares, the District's proposal will cause "very erratic changes" in the benchmark ranks.

In conclusion, the Association posits its offer is clearly the more reasonable since its proposed BA Base is closer to the BA Base settlement average and its experience step increments cause the District to be more competitive with the comparable districts. Further, the Association states these improvements can be accomplished with no expense to any particular area of the salary schedule while still being competitive with the conference percent increases arrived at among the comparables.

The Association challenges the District's argument concerning the interest and welfare of the public and the financial ability of the unit of government to meet the cost of the proposed settlement. It declares the District did not document its allegations. Positing that when a party claims an inability to pay or even a difficulty in paying, the Association states the same party must present costing data which shows the actual costs of the District increase and it also has the burden of showing it has an inability to pay or difficulty in paying. Further, the Association declares that if difficulty in paying is a factor to consider, actual cost to the District must be considered and actual cost increase of the Association's offer for 1982-83 represents only a 6.7% increase over the 1981-82 cost.

The District, on the other hand, contends that in "depressed economic times of high unemployment, high taxes and state and federal aid cut-backs", an offer such as the Association's is unreasonable. The District challenges the Association's method of costing and states it is illogical to consider only actual costs since such a consideration negates any "savings"

are experiencing, the property tax increases which have occurred in the District, decline in student enrollment, and the respective change in state aids the District has experienced. The District posits it does not believe teachers should suffer, alone, as a result of increasing economic hardships for taxpayers. Thus, it states, it has not only reduced the offer it has made with teachers but has made budget cuts in a number of different areas since 1979-80 in order to keep costs down.

The District continues its offer is also more reasonable when both internal and external comparisons are made. Citing non-certified employees in the District settled for a 30¢ per hour increase in salary yielding percentage increases ranging from 4.9% to 7.4%, and administrative staff did not request any increase in salary, the District concludes its offer to the teachers at 9.49% is a more than fair settlement. It also posits its offer more nearly maintains the District's ranking among comparable school districts. The District states its final offer improves or maintains its relative ranking among the comparables except at the Schedule Maximum benchmark, where only 4 of the 60 full time equivalency teachers are located. The District posits the Association's offer would drastically increase the ranking among comparable school districts. Contending the Association has no need for "catchup", the District declares anything in excess of maintenance of rank during the current economic conditions cannot be justified.

The District, stating it believes the total dollars offered is "paramount" in the instant matter, declares it is also important how that money is distributed among the staff. The District declares the Association's offer seeks to give the largest increases to teachers who already have the largest salaries and counters it is just as important for teachers with lower salaries who already have difficulty in making ends meet to receive similar cost of living increases. As a result, the District contends salary increases should be distributed evenly among the teachers instead of compensating less experienced teachers with fewer dollars.

Stating "one of the inherent limitations of any salary schedule is that it does have a 'top' or maximum," the District asserts it has added an extra step to the 1981-82 salary schedule to offset the impact of the maximum. It continues it cannot, however, be expected to add extra steps each year and should not be penalized for the structural deficiency which exists in all salary schedules.

The District rejects the Association's argument that an internal relationship has existed within the salary schedule structure. It notes, in the past, the District has had only two increments, one for the BA lanes and one for the MA lanes. Further, it states the salary schedule has not been based on a percentage of the BA Base, thus, the Association's argument is irrelevant. Consequently, the District posits the Association has the burden to justify its proposed change in structure and it has failed to do so. Finally, the District declares the Association's proposed change should come about through voluntary agreement between the parties and not through an arbitration award.

The District contends the external comparables show its final offer best reflects the recent pattern of settlements established in the comparable school districts. It notes that when Eleva-Strum and Osseo-Fairchild, which were settled

last year and are two year settlements, are excluded from the comparables, its total package percentage increase is very comparable to the other districts. It concludes, thus, its offer is more reasonable and more justifiable on the basis of prevailing patterns.

Noting a major difference between the final offers of the parties is the size of the experience increment, the District contends that while it may be true the size of the experience increments it offers is below average, the District has more steps in the MA lanes than any other district in the conference. Further, it adds it ranks third among the conference school districts in the number of steps in the BA lane. It continues that while the experience increment may be less than a number of comparable districts, the position of the District among the comparables is not significantly different than it has been in the past. Thus, concludes the District, the Association has failed to show the District's position has deteriorated with respect to the experience increment.

Finally, the District contends its offer at 9.49% greatly exceeds the current Consumer Price Index increase of 5.8%. The District continues its offer is more in line with recent settlements among comparable districts and states voluntary settlements are reasonable indications as to area cost of living increases. In conclusion, then, the District posits its offer is more reasonable on the basis of comparables, the cost of living and in light of the economic conditions which currently prevail.

DISCUSSION:

Mean:

Rank:

Average:

Both parties believe the key to the dispute lies in how the money should be distributed throughout the salary schedule. In addition, the District is concerned about the total dollar increase each final offer represents. Since both parties believe salary distribution is of primary concern, the undersigned has analyzed the BA, BA Maximum, MA, MA Maximum and the Schedule Maximum benchmarks as they relate to comparable districts in order to determine which of the two offers is more reasonable. Following is the analysis:

District Sala Alma 11,2	81/82	A BASE COMPA Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent
	ry Salary	Increase	Increase	Salary	Thomassa	Transport
Alma 11.2				24141,	THELESSE	Increase
Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall Cochrane- Fountain City District Association	11,675 12,000 12,100 11,900 11,400 11,400 12,431 11,766 12,789 11,800 12,000	975 1,075 1,200 1,000 900 1,000 1,026 1,166 1,189 1,000 940	8.6 10.1 11.1 9 8 9.6 8.9 11.0 10.2 9.2 8.4	N/S 12,700 12,900 13,100 12,800 12,250 13,050 12,500 13,909 12,600 12,700	1,025 900 1,000 900 850 619 734 1,120 800 600	8.7.7.5.2.7.7.8.7.7.4.6.7.7.8.6.3.9.8.6.3

District, 1,150, 9.6%; Association, 1,000, 8.3%

9; 1982: 7; 1983: District, 3; Association, 4

1,000, 9%; 1983: 850/900, 7.4/7.5%

1,042, 9.4%; 1983: 855, 7.1%

1983:

1982:

1982:

1981:

BA MAXIMUM COMPARISON

District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall Cochrane- Fountain City District Association	15,525 13,950 14,256 15,190 15,875 14,495 15,501 14,972 14,848 13,905 16,587	16,900 15,525 15,840 16,575 17,464 15,495 16,896 16,619 16,370 15,085 17,960	1,375 1,575 1,584 1,385 1,589 1,000 1,395 1,647 1,522 1,180 1,373	8.8 11.2 11.1 9.1 10 6.8 8.9 11 10.2 8.4 8.2	N/S 17,380 17,028 17,900 19,040 16,605 17,700 18,320 17,804 16,110 18,996	1,855 1,188 1,325 1,576 1,110 804 1,701 1,434 1,025 1,036	- 11.9 7.5 7.9 7.1 4.7 10.2 6.7 5.7

Cochrane-Fountain City: 1982: 2,400, 16.7%
1983: District, 1,150, 6.8%; Association 1,240, 7.4%

Mean: 1982: 1,395, 10%; 1983: 1,188/1,325, 7.5/7.9%
Average: 1982: 1,420, 9.4%; 1983: 1,305, 7.9%
Rank: 1981: 9; 1982: 5; 1983: District, tied for 4th Association, 4

MA BASE COMPARISON

District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall Cochrane- Fountain City District	12,225 11,300 12,096 12,300 12,100 11,400 12,404 11,400 12,100 11,700 11,717	13,300 12,525 13,440 13,300 13,000 12,400 13,520 12,654 13,339 13,000 13,025	1,075 1,225 1,344 1,000 900 1,000 1,116 1,254 1,239 1,300 1,308	8.7 10.8 11.1 8.1 7.4 8.7 8.9 11 10.2 11.1 11.1	N/S 13,700 14,448 14,300 13,900 13,250 14,400 13,700 14,459 13,880 13,875	1,175 1,008 1,000 900 850 880 1,046 1,120 880 850	9.55 9.55 9.6.8 6.52 9.75
Association					13,550	1,000	9.1 7. 9

Cochrane-Fountain City:	1982:	1,175, 10.3%
Coemane-rountain orty;	1983:	District, 1,150, 9.1%; Association 1,000, 7.9%
Mean: Average:	1982: 1982:	1,225, 10.2%; 1983: 900/1,000, 6.9/7.5% 1,160, 9.7%; 1983: 971, 7.4%
Rank:	1981:	11; 1982: 10; 1983: District, 10; Association 10

MA MAXIMUM COMPARISON

MA MAXIMUM COMPARISON								
District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase	
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall		20,160 17,725 20,434 19,475 19,552 16,495 19,473 18,348 20,809 18,110 19,477	1,635 1,865 2,046 1,525 2,202 1,000 1,608 1,818 1,933 1,925 1,918	8.8 11.7 11.1 8.4 12.6 6.4 9 10.9 10.2 11.8 10.9	N/S 19,420 21,967 21,100 21,194 17,605 21,200 20,290 22,556 19,730 20,735	1,695 1,533 1,625 1,642 1,110 1,727 1,942 1,747 1,620 1,258	97.533785394 9.53394	
Cochrane- Fountain City District Association	17,750	19,350	1,600	9	20,500	1,150 1,800	5.9 9.3	
Cochrane-Founta Mean: Average: Rank:	in City:	1982: 1983: 1982: 1982: 1981:	1,600, 9% District, 1 1,865, 10.9 1,770, 10.1 6; 1982: 8;	%; 1983: 1 1%; 1983: 1	,620/1,62 ,590, 8.	5, 8.3% 3%		
SCHEDULE MAXIMUM COMPARISON								
District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase	
Alma	18.940	20.600	1,660	8.7	n/s		-	

District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall		20,600 18,235 21,161 19,775 21,056 16,745 19,836 19,072 21,606 18,310 20,143	1,660 1,875 2,120 1,825 2,706 1,000 1,638 1,890 2,006 1,945 2,259	8.7 11.4 11.1 10.1 14.7 6.3 9 10.9 10.2 11.8 12.6	N/S 20,080 22,748 21,400 22,726 17,855 21,650 21,020 23,398 20,160 21,549	1,845 1,587 1,625 1,670 1,110 1,814 1,948 1,792 1,850 1,406	10.1 7.4 8.2 7.6 9.1 10.2 8.2 10.1 6.9
Cochrane- Fountain City District Association	18,275	19,900	1,625	8.8	21,050 21,700	1,150 1,800	5.7 9

Cochrane-Fountain City:	1982: 1983:	1,625, 8.8% District, 1,150, 5.7%; Association 1,800, 9%
Mean:	1982:	1,890, 10.9%; 1983: 1,670/1,792, 8.2%
Average:	1982:	1,902, 10.6%; 1983: 1,665, 8.3%
Rank:	1981:	5: 1982: 6: 1983: District 7: Association 4

In considering the impact of the final offers upon a salary schedule, it is important to consider the base increase as well as the experience increments in order to determine whether or not the schedule not only is comparable with employees doing like work, but structured so that the District can empete in the recruitment of new teaching staff. As can be seen from the analysis on page 7, at the BA Lane, either offer accomplishes both purposes. Under either offer, not only are the dollar and percent increases sought above the mean and average increases in the comparable districts, but the rank is significantly improved. Under the District's offer, the District would move to third position in rank from seventh in 1982 and under the Association's offer, the District would move to fourth position.

At the BA Maximum benchmark, reviewed on page 8, both offers result in an improvement in rank over 1982, however, the District's offer results in an increase in dollars which reflects both a dollar and percent increase which is substantially lower than the mean and average increase among the comparables. In 1982, the District's increase at this lane position represented a much higher dollar and percentage increase than that received in comparable districts. This is partially due to the fact that the District added an additional step to the schedule then. The Association's offer is more comparable to the mean and average increases a slightly lower increase than the mean and average increases.

Again at the MA Base benchmark, also analyzed on page 8, the District offers a greater than average and mean increase in both dollars and percent. The Association, on the other hand, seeks a dollar increase which represents a dollar increase near the top of the mean increase and a percentage increase which is similar to that achieved in the comparable districts. Under both offers, the rank is maintained, thus it would appear the teachers would gain greater ground under the District's offer than it would under the Association's offer.

At the MA Maximum and at the Schedule Maximum benchmark, the Association's offer results in significant improvement in rank. Under the District's offer, the MA Maximum position, analyzed on page 9, would improve and the Schedule Maximum position, also reviewed on page 9, would drop. Although the District's offer results in an improvement in rank at the MA Maximum level, it is worth noting this improvement comes after a drop in position in 1982 from sixth position to eighth position. The District's offer does not result in an improvement in rank comparable to its 1981 position. Further, while the District's offer does result in an improvement in rank, the dollar and percentage increase offered by the District results in increases which are well below the mean and average dollar and percent increases and substantially less in comparison to 1982 differences. The Association's offer, however, results in just as significant difference in the opposite direction. The result, then, is both offers represent a significant change from the status quo position maintained in 1982. Since neither offer attempts to maintain a position of comprability at this benchmark, no conclusion can be reached as to which is more reasonable, although it is noted the District's offer further deteriorates the comparability of the schedules.

The Association's offer is more reasonable at the Schedule Maximum benchmark. The District's offer at this position results in a further deterioration of the schedule at this position. Under the District's offer, the Schedule Maximum position moves

from rank of fifth in 1981 to sixth in 1982 and seventh in 1983. Under the Association's offer, the rank would be improved to fourth. As is reflected in the changes in rank, the dollar and percent increases offered by the District in this benchmark position are significantly lower than the mean and average increases established by the comparable districts and the dollar and percentage increases sought by the Association are above the mean and average increases of the comparable districts.

While frequently schedules are modified to meet the demands of the current teaching staff and thus result in distortions in salaries at various points on the salary schedules, it is, nonetheless, important for salary schedules to reflect comparable distribution increases throughout the schedule. Thus, in reviewing the five benchmark positions, it is concluded that while the District's offer results in a greater improvement for teachers at the BA Base and MA Base benchmark positions and no conclusion can be reached at the BA Maximum benchmark position, the Association's offer is slightly more reasonable since it reflects greater comparability throughout the salary schedule.

In order to determine whether or not experience increment adjustments are also needed in order to maintain internal comparability, the BA/Step 7 and MA/Step 10 benchmark positions were also analyzed. From this analysis, which is on page 12, it is apparent the District's offer not only significantly increases the amount offered at the entry level BA Base benchmark but also significantly increases the BA/Step 7 benchmark position. The District's offer, as well as the Association's offer, improves the District position in rank from tenth in 1981 to ninth in 1982 and sixth in 1983. This reflects the same kind of improvement in rank which occurs at the BA Base benchmark and thus indicates the relationship of this schedule compared to comparable schedules is maintained. While both parties' offers represent an improvement in rank, the District's offer is again an increase greater than the mean and average dollar and percent increase established by the comparables. The Association's offer, while also higher than the mean and average dollar and percent increase, more closely reflects the mean and average increases created by the comparables.

At the MA/Step 10 benchmark, the District's offer results in maintaining its 1982 position in rank and the Association's offer improves the District's position one step from ninth to eighth position. Again, as at the MA Maximum benchmark position, however, the District's offer, while not a significant change in rank, does result in deterioration of the schedule comparability since the District's position in 1982 was already below the mean and average established by the comparables and the 1983 increase offered is still less than the mean and average increase. The Association's offer, while near the mean and average dollar increase, is higher than the mean and average percent increase of the comparable districts. Thus, while the Association's offer results in overall improvement in the comparability of the schedule, the offer does not compare favorably with settlements in the area.

In reviewing the seven benchmark positions in the salary schedule, it is determined the Association's offer providing for an experience increase as well as a base increase, results in a schedule more similar to those in comparable districts. In order to accomplish this type of comparability, however, the Association seeks a total dollar increase which is higher than dollar increases given in settlements among the comparable districts. The District's offer, however, while either increasing its respective rank or maintaining rank and while offering a similar total dollar settlement as established in the comparable districts, results in dollar and percentage increases at the en-

BA/STEP 7 COMPARISON

District	80/81	81/82	Dollar	Percent	82/83	Dollar	Percent
	Salary	Salary	Increase	Increase	Salary	Increase	Increas
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall Cochrane- Fountain City District Association	13,825 12,610 13,392 13,290 13,250 12,290 14,136 12,985 14,384 12,870 13,823	15,040 13,775 14,880 14,500 14,468 13,290 15,408 14,413 15,858 13,990 14,980	1,215 1,165 1,488 1,210 1,218 1,000 1,272 1,428 1,474 1,120 1,157	8.7 9.2 11.1 9.1 9.1 8.9 10.9 10.2 8.7 8.3	N/S 15,040 15,996 15,500 15,680 14,260 16,050 15,310 17,247 14,940 15,848	1,265 1,116 1,000 1,212 970 642 897 1,389 950 868	1583212777 87.46865 87.46865

Cochrane-Fountain City: 1982: 1,625, 12.7%
1983: District, 1,150, 8%; Association, 1,120, 7.8%

Mean: 1982: 1,218, 9.1%; 1983: 970/1,000, 6.7/6.8%
Average: 1,8250, 9.3%; 1983: 1,031, 7%
Rank: 1981: 10; 1982: 9; 1983: District,6; Association, 6.

MA/STEP 10 COMPARISON

District	80/81 Salary	81/82 Salary	Dollar Increase	Percent Increase	82/83 Salary	Dollar Increase	Percent Increase
Alma Alma Center Augusta Blair Eleva-Strum Gilmanton Independence Melrose-Mindoro Osseo-Fairchild Taylor Whitehall Cochrane-	16,275 14,720 16,452 15,610 15,475 14,235 16,500 15,247 16,456 14,805 16,153	17,710 16,125 18,282 16,925 17,212 15,235 17,985 16,924 18,141 16,285 17,914	1,435 1,405 1,830 1,315 1,737 1,000 1,485 1,047 1,685 1,480 1,761	8.8 9.5 11.1 8.4 11.2 7 6.8 10.2 9.9	N/S 17,660 19,653 18,100 18,589 16,265 19,400 18,170 19,664 17,390 19,070	1,535 1,371 1,175 1,377 1,030 1,415 1,246 1,523 1,105 1,156	97.68 67.78 66.4
Fountain City District Association	15,200	16,375	1,175	- 7.7	17,525 17,825	1,150 1,450	7.0 8.8

Cochrane-Fountain City: 1982: 1,175, 7.7%
1983: District, 1,150, 7%; Association, 1,450, 8.8%

Mean: 1982: 1,480, 9.5%; 1983: 1,175/1,371, 7.3/7.4%
Average: 1,471, 9.3%; 1983: 1,293, 7.5%
1981: 9; 1982: 9; 1983: District 9, Association, 8.

-13-

try level positions which far exceed changes which should occur without demonstration that there is need for such significant increases, i.e. inability to hire incoming teachers, or scarcity of teachers at this level in the workforce, etc., when these increases come at the expense of comparability among the more experienced teachers. The same holds true for its unwillingnexx to maintain a competitive schedule in the MA lanes and at the maximum positions.

The District argues it should not be held accountable for its failure to be comparable with other districts in the maximum positions since it attempted to correct this problem in 1982 by adding a step to the salary schedule. A review of the number of steps on the salary schedule in comparable districts indicates the number of steps on the Cochrane-Fountain City schedule is quite similar to the steps on the comparable salary schedules. At the MA Maximum and Schedule Maximum levels, the District does have more steps than comparable districts, however, even with the additional steps, the District ranks low in compensation at these benchmark positions in comparison to the other districts. Because the District ranks low in these positions, it is especially important adjustments in the salary schedule reflect an effort to maintain comparability with other districts' schedules, thus, the District's argument is rejected.

The District's arguement that lesser paid teachers should receive greater increases during difficult economic times since they have greater difficulty in making ends meet is also rejected. If it is accepted that comparability means teachers at the same step in comparable districts should be similarly compensated, it is apparent that under either the District's offer or the Association's offer, teachers in the lesser paid positions would receive an increase in wages similar to the increase teachers in comparable positions in comparable districts received. Under the District's offer, however, teachers in the lesser paid positions would receive greater increases than teachers in comparable positions and they would do so at the expense of the more experienced and more educated teachers in the District.

In concluding the Association's offer is more reasonable as to comparability, the undersigned also rejected the District's argument that the Association failed to show deterioration in the salary schedule. The data presented not only showed the 1982 experience increases were less than those in comparable districts, but that under the District's offer, the situation is perpetuated and intensified in 1983.

Finally, the undersigned also rejected the District's argument that the salary schedule proposed by the Association reflects a significant structural change from that which existed in the past. A review of the 1980-81 salary schedule structure and the 1981-82 salary schedule structure does not support the District argument.

COCHRANE-FOUNTAIN CITY Salary Schedule Increments

Year	<u>BA</u>	<u>BA-12</u>	<u>BA-24</u>	BA-36	<u> MA</u>	<u>MA-18</u>
1980-81 1981-82	325 400	350 400	375 400	400 400	425 425	450 450
1982-83 District Assn.	400 420	400 430	400 440	400 450	425 475	450 500

As can be seen from the analysis on the previous page, the District has distributed increments in both manners. It is noted, however, the Association's offer seeks to significantly improve the increments between lanes.

As important as maintaining schedule comparability is the total amount of money distributed to the teaching staff in any given contract year. Therefore, while the Association is correct regarding the need for a more comparable salary schedule, it is also necessary to determine which of the offers more closely represents comparable dollar increases given teaching staffs. In order to determine which of the offers is more reasonable on this basis, the offers must be compared to the cost of living standard and the interest and welfare of the public.

In determining adequately the appropriate cost of living increase, several factors are considered. Among them are internal settlements, external settlements and finally, the Consumer Price Index or some other index which is similar. When the Association's offer is compared to the cost of living increases in the past year, it is clear the Association seeks a greater increase than that which is established as reasonable. A comparison of the settlements within the District, the settlements among the comparables and the rise in the Consumer Price Index, all indicate the Association seeks a greater total dollar increase than that established as reasonable within the area.

A review of the settlements among the comparable districts supports the District's offer, particularly when the two year settlements are viewed as settlements reached at a time when economic conditions were significantly different than the current times. In arriving at this conclusion, however, the undersigned notes the settlement data submitted by the District is troublesome in that testimony indicated the costing in each of the other districts was accomplished by moving the 1981-82 staff forward but the evidence submitted does not indicate the costs were actually calculated in this manner. Believing, however, that districts usually cost on the basis of staff moved forward rather than actual costs and finding these percentage icnreases were not disputed, the undersigned accepted this evidence as accurate.

Since, generally, comparability and, particularly, demonstrated deterioration in the salary schedule usually carry more weight than offers approximating the cost of living, the ultimate factor which will affect the outcome of this arbitration is the weight of the comparability criteria juxtaposed with the weight of the interest and welfare of the public standard. The District has argued it would not be reasonable to implement the Association's offer during a period of high unemployment, recession, declining enrollment, and diminishing resources.

Recognizing the recessionary condition of the state and nation carries added weight in determining which of these offers is more reasonable, the undersigned reviewed the final offers of the parties keeping in mind the ability of the public to continue financing the costs of government. In arguing the public is currently unable to assume any additional burden in financing government, the District cited unemployment statistics for the area and noted the general problems the agricultural industry, a major component of the District's tax base, is experiencing. In addition, the District submitted evidence showing tax delinquencies are up and its cash flow problem is more aggravated. Finally, the District, citing its reduced enrollment and subsequent cutback in general state aids, as well as its efforts to

cut the budget in a number of areas, maintains it cannot afford to burden its citizenry with any additional costs of government. Given these factors and the current slowdown in the rate of inflation and the economic climate which prevails, the Association's total package offer of 11.06% and its salary increase offer of 10.8% is excessive.

It is difficult to determine an offer is reasonable when the salary schedule increases are distributed so that lesser paid staff is compensated at a higher percentage increase than the more experienced staff and when the more experienced staff does not receive comparable increases in compensation. It is just as difficult to determine an offer is reasonable when, without affecting comparability, the Association could have sought a lesser increase on the base which would have resulted in a total package offer more in keeping with area settlements and the cost of living. When unemployment is high and the general economic conditions are tenuous, moderation is pay increases is demanded. Thus, when weight is assigned in this manner, it must be concluded the District's offer, although lacking in fairness to its experienced teachers, is more reasonable as it relates to the econmic climate which prevails.

Since both parties agree the nurse's salary offer reflects the general wage increase of either offer, it is not considered determinative in selecting a final offer. Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the District's offer is more reasonable when all the criteria are considered, the undersigned makes the following:

AWARD

The final offer of the District, along with the stipulations of the parties which reflect prior agreements in bargaining as well as provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement for 1982-83 as required by statute.

Dated this 24th day of January, 1983 at La Crosse, Wisconsin.

Sharon K. Imes

Mediator/Arbitrator

SKI:mls

APPENDIX A

Name of Case: Cocinous - - contoin city Community School Pist

The following, or the attachment hereto, constitutes our final offer for the purposes 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.

(Date)

(Date)

(Date)

(Representative)

On Behalf of: Cochiane-Fountain (ily Teachers

7 + 59 full-tim

COCHRANE-FOUNTAIN CITY COMMUNITY SCHOOL DISTRICT The Association proposes the following changes to the Collective Bargaining agreement 1982-83 Teacher, Distribution addition to the Previsions of the 1981-62 agreement as modified by the stipulations of the parties

		•	430	LANES O	450	475	500
E)	PERIENC STEP	BS /	BS + 12 2	BS + 24	.BS + 36 4	MA 5	MA + 18
	·0	12950	13100	13250	13,400	13550	13.700
	1	.5			7		
	2	1					
	3	3	1	1			
	4	1		1			
	5	3 .		1		,	
	6						1
	7	2	.5	2	1	1	
	8		1			1	
	. 9				1	1	1
	10	1		1		2	1
	11				2		
	12	1+3*	2*	1	1		
	13			4*	3*	1	
	14					1	
	15					1	
	16					1÷5*	1÷3 *

* Teachers at the top of their step

4.5

Generalizations

15.5

Totals

- 33% of all teachers are at the top of their respective columns
 74% of all teachers are beyond the Bachelor's level
 79% of all teachers are at or above the 6th step in their respective salary columns

11

4. Average local experience per teacher is 9.13 months.

NuRSC

5al. 13,558 180 days 7 he/day

427 Lafayette Street Winona, MN 55987 July 17, 1982

JUL 2 1 1982

Mr. William C. Houlihan, Investigator WISCONSIN EMPLOYMENT RELATIONS COMMISSION P.O. Box 7870 Madison, WI 53707-7870

RELATIONS CONVESSOR

Dear Mr. Houlihan:

RE: Case VII No. 29756 MED/ARB-1667

The enclosed is the finished/better copy of the Cochrane-Fountain City Teachers Association's final salary proposal issued at the end of the investigation you mediated on July 15, 1982, at Cochrane-Fountain City High School. Thank you again for your help.

Muhael Pambukt

Michael Lambrecht

enclosure

ARTICLE XI - EMPLOYEE BENEFITS

SALARY SCHEDULE FOR 1982-83

LANES

WISCONDING EMPLOYMENT

,	B.S.	BS & 12	BS & 24	BS & 36	M.A.	MA & 18
STEPS	1	_ 2	3	14	5	6
0	12,950	13,100	13,250	13,400	13,550	13,700
1	13,370	13,530	13 , 690	13,850	14,025	14,200
2	13,790	13,960	14,130	14,300	14,500	14,700
3	14,210	14,390	14,570	14,750	14,975	15,200
4	14,630	14,820	15,010	15,200	15,450	15,700
5	15,050	1 5,250	15,450	15,650	15,925	16,200
6	15,470	15,680	15,890	16,100	16,400	16,700
7	15,890	16,110	16,330	16,550	16,875	17,200
8	16,310	16,540	16,770	17,000	17,350	17,700
9	16,730	16,970	17,210	17,450	17,825	18,200
10	17,150	17,400	17,650	17,900	18,300	18,700
11	17,570	17,830	18,090	18,350	18,775	19,200
12	17,990	18,260	18,530	18,800	19,250	19,700
13			18,970	19,250	19,725	20,200
14				ı	20,200	20,700
15					20,675	21,200
16				* •	21,150	21,700

Nurse salary: \$13,558 180 days 7'hour day

The Cochrane-Fountain City Teachers Association proposes these changes to the collective bargaining agreement between the parties in addition to the provisions of the 1981-82 agreement as modified by the stipulations of the parties.

APPENDIX B

Name of Case: Cochran - Louisin City Community School Dist
The following, or the attachment hereto, constitutes our final
offer for the purposes 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.
2'15:82 Manney Jantich V.P
(Date) (Representative)
On Behalf of: Courses Foundair Orty Community Schools

COCHRANE-FOUNTAIN CITY COMMUNITY SCHOOL DISTRICT

Salary Schedule Projections for 1982-83 Negotiations BASE SALARY OF \$ 13,100

LANES

STEP	BS	2 BS + 12	3 BS + 24	4 BS + 36	5 MA	6. MA + 18
~ O ·	13.100	13,250	13,400	13,550	13,700	13,250
1	13,500	13,650	13,800	13,950	14/25	14 300
2	13,900	14050	14.200	14,350	14,550	14 750
3	14,300	147720	14600	14.750	14,975	15,200
4	14,760	950 ليو	15,000	15,150	15,400	15,650
5	15,100	15.250	15.4cn	15,550	15,825	16,100
6	15,500	15,1,50	15800	15,950	16,250	16.550
7	15900	16.050	11-200	16,350	16.675	17,000
8	14,500	11, 450	16 600	16.750	17,100	17,450
9	11: 700	16,950	17 200	17,150	17,525	17,900
10	17/10	17, 250	17,400	1-550	17.950	18,350
(,11	17,500	17,650	17 800	17,950	18,375	18.800
12	17.20	18,000	18,200	18,350	18,800	19,250
13			181.00	11750	19,225	19,700
14			11.		19,650	20,150
15		,			20,075	30,600
16					20,500	21060

NURSE- \$13,305 180 days 7 hreday

MAS

SALAKI INUNEMON DESTAID LIVE

BASE OF \$ /3,100

TOTAL COST INCREASE AS COMPARED TO 1981-82 BUDGET: \$ 85,435
TOTAL PERCENTAGE INCREASE AS COMPARED TO 1981-82 BUDGET: 8.80 %

LANES

STEP	1. BS	2 BS + 12	3 BS + 24	BS 4 36	5 MĄ	6 MA + 18
Q.			-			`
1	.50 1550= 715				•	
2	10 1550=1550					
3	3 C1550=4650	1@1560=1550	10 1550=1550			
4	1 @1550=1550	-	10 1550=1550		·	
. 5	3 C1550=4650	·	101550=1550			
6						101600=1600
7	2 @ 1550= 3100	.50.1550=175	2@1550=3101	101550=1550	1 01575= 1595	
8		101550=1550		•	1@1575=1575	
9	ì			101550=1550	16 1575=1575	101600=1600
10	121650=1650		121550=1550		2 3/675= 3150	1@160=1600
.11				2 = 1550=3100		
(11-	16 1550 = 1550 3+8 1150 = 3450	2+01150=2300	121550=1550	101550=1550		
13			421150=4600	540 1150= 54E0	101575=1575	
14		·			1 C1575=1595	·
15					10 1575=1575	
16				·	101575=1575 C. 5. 1150=5750	131600=1600

MB

4) Base of \$ /3/00 - Projected Increase

Salary (188 days)	\$	85,425
Salary (Extended)		566
Social Security		5.761
Retirement		9, 989
*Health Insurance Increase		12 495
Life Insurance Increase		279
Change in .Training		2000
TOTAL	. \$	116,415

Approximately 9.53% increase.

Salary increase range #775- \$/600 (excluding fringe benefits and extra curricular increases.)

APPENDIX C

RECEIVED

JUN 2 1 1980

COCHRANE-FOUNTAIN CITY

Agreed-To Items

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Page 2, Preamble, Add Paragraph 3

This Agreement shall be in effect for the 1982-83 school year.

Page 2, Article II - Right to Grieve - Paragraph 1, Line 6

Add "her" after "his."

Page 5, Article V - Employee-Employer Conditions, Paragraph 7

Add: A TB test or X-ray is required every three (3) years. The TB test is provided at no charge to the employee. If an X-ray is required, that will be at the expense of the employee.

Page 6, Paragraph 5, Change Sentence 2

That statement will show . . .

Page 8, Article IX - Grievance Procedure, Paragraph 8

Add: The written grievance shall give a clear and concise statement of the grievance including the facts upon which the grievance is based, the issue involved, the section violated, and the relief sought.

Page 13, Change p as follows

p. The School Board will pay the group life insurance premium at 32¢ per \$1,000 of salary for the group plan. Any change in the insurance carrier directed by the School Board will not result in substantially reduced coverage.

Page 14, Article XIII - Standards - Eliminate/delete Article XIII

CO-CURRICULAR

- (1) FFA moves to Group III
- (2) Junior High Volleyball and Gymnastics move to Group IV
- (3) Group I advances to \$1,150.00
 Group II advances to \$825.00
 Group IV advances to \$450.00
 Group V advances to \$375.00
 Group VI advances to \$350.00

Assistant Coaches

Group II advances to \$775.00 Group II advances to \$550.00 Group III remains at \$400.00

ADD (language)

----assign to any individual staff member one (1) co-curricular duty per school year, provided that person has no other co-curricular assignment

except that ----- physical education staff may be assigned a minimum of two co-curricular activities and that ---- any teacher new to C-FC beginning with the 1982-83 school year shall not be relieved of any co-curricular assignment unless a suitable replacement to the administration and Board of Education can be found.

Additional Benefits p. 11 para. 7 (c)

Teachers and neine have the of line of
taking their palary on a nine or twelve
month payment schedule. Notice...

COCHRANE-FOUNTAIN CITY COMMUNITY SCHOOL DISTRICT

1982-83 CALENDAR

AUGUST	SEPTEMBER	OCTOBER
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	1 2 3 6 7 8 9 10 - 13 14 15 16 17 20 21 22 23 24 27 28 29 30 -21-	1 4 5 6 X X 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29 -19-
NOVEMBER	DECEMBER	JANUARY
1 2 3 4 5 8* 9 10 11 12 15 16 17 18 19 22 23 24 25 × 29 30 -20-	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 X X X -16-	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31 -20-
•	•	
FEBRUARY	MARCH	APRIL
TEBRUARY 1 2 3 4 7 8 9 10 (11) 14 15 16 17 18 21 22 23 24 25 28 -19-	MARCH 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 1	APRIL X
1 2 3 4 7 8 9 10 (11) 14 15 16 17 18 21 22 23 24 25 28	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	X X 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29

-20-

October 7 & 8

NWEA Convention - Eau Claire - NO SCHOOL

Parent-Teacher Conferences - Monday 12:30 to 5:00 p.m.

and 6:30 to 9:00 p.m. - NO SCHOOL Teachers report at
12:30 p.m.

January 17

Semester Break Work Day - NO SCHOOL

WWEC at La Crosse - NO SCHOOL

Make-Up Days

All contractual days missed to be made up at
the discretion of the School Board.