

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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MAY 24 1983

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In the Matter of the Petition of :  
Waukesha County Technical :  
Educators Association :  
To initiate Mediation-Arbitration : Case XXII  
Between Said Petitioner and : No. 29785 MED/ARB-1683  
Waukesha County Technical : Decision No. 19868-A  
Institute :  
- - - - - x

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

APPEARANCES

Sandra L. Schwellinger, Executive Director, West  
Suburban Council, on behalf of the Association

George K. Whyte, Jr., Quarles & Brady, on behalf  
of the Waukesha County Technical Institute

On September 14, 1982 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70 (4)(cm) 6 b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the Waukesha County Technical Institute, hereafter WCTI, the Employer or the District, and Waukesha County Technical Educators Association, hereafter the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the parties on November 18, 1982 which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on November 18 and 19, 1982 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by March 15, 1983. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70 (4)(cm), Wis. Stats., the undersigned renders the following award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1982-83 school year. In dispute are issues related to the salary schedule, pay for earned credits, pay for evening counseling work performed by counselors, and salary increases for part-time I instructors (i.e., those with less than 50% of the normal full-time workload).

In addition, issues have also arisen over comparability, the disposition of which may have significant impact on the other substantive issues in dispute. Therefore, the comparability issue will be initially addressed. Thereafter, the merits of the substantive issues in dispute will be discussed individually. Finally, the relative merit of the total final offer of both parties will be addressed.

COMPARABILITY

Association Position

The Association proposes the following VTAE schools as comparables: Milwaukee, Madison (District IV), Fox Valley, Blackhawk, Gateway, Moraine Park, and Northeast.

The only dispute that exists is whether the Milwaukee and Madison VTAE schools should be part of the comparability group.

Although the District has asserted that the issue of comparability

is a closed issue, the Association strongly disagrees.

In this regard it cannot be refuted that the instructors at all of the Association's proposed comparables perform the same work.

Geographically, the borders of the Waukesha VTAE School District are contiguous with the Madison, Milwaukee, Morain Park, Gateway, and Blackhawk Districts.

Arbitrators in previous decisions have suggested a variety of comparability groupings dealing with the Waukesha, Madison, and Milwaukee VTAE Districts, which suggests the matter is not resolved.

In a Gateway decision, Arbitrator Zeidler determined that Milwaukee and Madison (District 4) VTAE Districts were more like the VTAE Districts of Gateway, Waukesha, Fox Valley, Moraine Park, Northeast, and Blackhawk than the other VTAE districts throughout the State.

Arbitrator Gilroy grouped Madison, Milwaukee, and Waukesha VTAE Districts to be excluded from the other VTAE districts in the State in a Western Wisconsin VTAE District salary decision.

Arbitrator Rice also placed the Madison, Waukesha, Milwaukee, and Gateway VTAE Districts as one group in a North Central VTAE decision.

Milwaukee, Madison, and Waukesha VTAE Districts have been the wage leaders in the Association's proposed grouping.

If the District wishes to compare itself in many respects with the Milwaukee Metropolitan Area, it should be willing to compare its conditions of employment with the Milwaukee VTAE District.

#### District Position

The districts which are comparable to WCTI are those enumerated in Arbitrator Gundermann's 1981-82 Mediation-Arbitration Decision. They are Gateway, Fox Valley, Moraine Park, Northeast and Blackhawk.

Arbitrator Gundermann concluded that, because of substantial differences in the size of the respective districts, settlements in Madison and Milwaukee have marginal impact on WCTI. The District believes that settlements in these two districts have no impact upon WCTI.

Milwaukee and Madison VTAE's are, at most, very weak comparables, and they should not be so considered. This is so because of their unique size, as was recognized by Arbitrator Zeidler in Gateway.

The parties should not be required to relitigate the comparability issue every time mediation-arbitration is used unless the party seeking to change the accepted group of comparables introduces persuasive evidence of relevant changed circumstances. Certainty and predictability concerning comparables is a necessity if the parties are to be able to construct contract proposals intelligently.

In this case the Moraine Park settlement should be given little, if any, weight in determining the appropriateness of the Board's offer here because it was part of a two-year settlement made in September of 1981 and thus does not properly reflect present economic conditions.

With reference to the decision of Arbitrator Gilroy in Western Wisconsin, although the WCTI may be a better comparable for the Milwaukee and Madison VTAE districts than it is for the Western Wisconsin District, that fact has no bearing as to how important settlements in Milwaukee and Madison VTAE districts should be in determining the appropriateness of contract offers at WCTI.

## Discussion

Since the comparability issue has been litigated and decided in a prior mediation-arbitration proceeding between these same parties, and since there are no manifest errors in the rationale and conclusions enunciated by Arbitrator Gundermann in that regard, the undersigned agrees with the District that absent changed circumstances requiring a new analysis of the comparability issue, the parties should not be required to relitigate the issue each time they are involved in the mediation-arbitration process.

Accordingly, the undersigned agrees that the districts found by Arbitrator Gundermann to be comparable in the 1981-82 dispute between these parties continue to be, under normal circumstances, the best set of comparables to utilize. Unfortunately, in this instance several circumstances make exclusive reliance on those comparables less than totally reliable in that two of the five comparables have not settled their 1982-83 agreements, and one is in the second year of a multi-year agreement which was entered into in September of 1981, which was at a time when the economic environment, particularly the cost of living, was significantly different than has been the case in more recent times. Thus, only two out of three of the District's five primary comparables have achieved 1982-83 settlements during the current round of bargaining.

The record thus provides some relevant comparable data, but because of the fact that the majority of the District's primary group of comparables have not settled for 1982-83 during the current round of bargaining (in fact two have not yet settled) the reliability of any conclusions made based upon such incomplete data is of a somewhat dubious nature.

Because of this problem, the undersigned believes in this instance that it would not be inappropriate to look at and consider, as somewhat less important but nevertheless relevant comparables, the 1982-83 settlements in the Madison and Milwaukee VTAE's, since these settlements resulted from the current round of bargaining and occurred in the same economic environment, and since these three Districts are sufficiently geographically proximate to conclude that they, and more importantly, the citizens that support them and utilize their services, have all been similarly affected by the economic recession. In so concluding, the undersigned recognizes and agrees with Arbitrator Gundermann and Arbitrator Zeidler that these two Districts are less comparable than the others referred to above because of their relatively distinct size. Because of this distinction, the undersigned does not believe it would be appropriate to compare the District's actual salaries and benefits with those that exist in Madison and Milwaukee. However, the fact that actual salaries and benefits are not historically comparable does not negate the relevancy and the comparability of the value of the improvements in benefits which have been implemented in these Districts, since the value of such improvements in geographically proximate districts provides perhaps one of the best barometers of what the parties and other arbitrators believe constitutes a reasonable response to the economic environment in which all of such districts find themselves.

For all of the foregoing reasons the undersigned believes that the Blackhawk and Gateway 1982-83 settlements are most relevant to this proceeding, that the Moraine Park settlement is somewhat less relevant because of the timing of said agreement, and that the value of the improvements in the Milwaukee and Madison 1982-83 agreements are also somewhat relevant, through less so than the settlements in Blackhawk and Gateway.

## SALARY SCHEDULE

Salary increases for full-time educators (i.e., instructors and counselors) and part-time II instructors (i.e., those part-time instructors with at least 50% of the normal full-time workload).

### Board's Proposal

5% increase at each step of the salary schedule which, with increment increases, results in a 6.65% increase in salary costs for full-time educators and a 6.99% increase in salary costs for full-time educators and part-time II instructors. The increase in salary costs when coupled with the roll-up for fringe benefits results in a 6.95% increase in total package costs including part-time I instructors and a 7.05% if part-time I instructors are not included.

### Association's Proposal

7.5% increase at each step of the salary schedule which, with increment increases, results in a 9.19% increase in salary costs for full-time educators and a 9.54% increase in salary costs for full-time educators and part-time II instructors. The increase in salary costs when coupled with the roll-up for fringe benefits results in a 9.58% increase in total package costs including part-time I instructors and a 9.57% if part-time I instructors are not included.

The dollar difference between the parties' proposals for the full-time salary schedule is slightly more than \$102,000.

#### 1982-83 WCTI - ASSOCIATION OFFER

<u>Step</u>	<u>90 Cr.</u>	<u>B.S.</u>	<u>M.S.</u>	<u>Counselors</u>
1	14,472	15,271	16,578	18,469
2	15,195	16,001	17,375	19,393
3	15,955	16,771	18,208	20,364
4	16,754	17,575	19,082	21,382
5	17,590	18,420	19,998	22,451
6	18,469	19,304	20,957	23,574
7	19,393	20,229	21,963	24,752
8	20,364	21,201	23,018	25,990
9	21,382	22,219	24,123	27,290
10	22,451	23,286	25,268	28,654
11	23,801	24,404	26,494	30,088
12		25,575	27,765	31,592
13		27,057	29,099	33,171
14			30,784	35,161

#### 1982-83 WCTI - DISTRICT OFFER

<u>Step</u>	<u>90 Cr.</u>	<u>B.S.</u>	<u>M.S.</u>	<u>Counselors</u>
1	14,135	14,916	16,192	18,039
2	14,842	15,629	16,971	18,942
3	15,584	16,381	17,785	19,890
4	16,364	17,166	18,639	20,885
5	17,181	17,992	19,533	21,929
6	18,039	18,855	20,470	23,025
7	18,942	19,759	21,453	24,176
8	19,890	20,708	22,483	25,386
9	20,885	21,702	23,562	26,655
10	21,929	22,744	24,680	27,988
11	23,247	23,836	25,878	29,388
12		24,981	27,119	30,857
13		26,427	28,422	32,400
14			30,068	34,343

### Association Position

Based upon settlements in five comparable districts, at every benchmark except the M.A. Max., the District's proposal causes the WCTI salary schedule to fall further behind in actual dollars. The Association's proposal causes the WCTI salary schedule to gain

some dollars on the Madison salary schedule; but not to the same degree as the District's proposal results in dollar losses.

At all salary benchmarks the Association's proposal is closer to the average dollar increases generated by the five VTAE Districts than the the WCTI District's proposal. At the benchmarks of B.A. Minimum, B.A. Step 7, M.A. Minimum, and M.A. Step 10, the Association's proposal generates smaller dollar increases than the average of the five VTAE Districts. At the benchmarks of B.A. Maximum, M.A. Maximum, and Schedule Maximum, the Association's proposal generates dollar increases which are \$144, \$167, and \$106 greater than the average dollar increases of the five VTAE Districts. At these same benchmarks, the District's proposal would generate dollar increases which are \$846, \$549, and \$670 less than the average dollar increases of the five VTAE Districts.

The District's proposal would erode WCTI's salary relationship compared to the average of the five settled districts. For most of the benchmarks, the Association's proposal does not improve any of the salary comparisons. Modest improvements occur at the B.A. Maximum (\$144), M.A. Maximum (\$168), and Schedule Maximum (\$106). The District's proposal would cause losses at the B.A. Maximum of \$486, M.A. Maximum of \$548, and Schedule Maximum of \$670.

Milwaukee's 8% cell increase and Madison's 6.25% cell increase generate more salary dollars than the District's proposal of a 5% cell increase. If the District prevails, WCTI will suffer relative salary dollar decreases when it is compared to these districts.

The fact that WCTI has been a wage leader should not be changed based upon this arbitration case. Actual dollar differences must be maintained to avoid gradual erosion of salary dollar differences.

Utilizing a two-year increase in the CPI of 17.8%, under the District's proposal, teachers at WCTI would lose approximately 4.14%. Under the Association's proposal they would lose 1.43%.

The Association's proposal is more reasonable based on salary dollars lost to inflation in the past and the salaries paid in other professions with similar educational backgrounds.

The District's comparisons with other private and public settlements are incomplete and misleading.

Relatedly, the economic factors cited by the District do not impact WCTI in a manner similar to some other industries and are exaggerated based on the District's documentation.

It is important to note that the District has never claimed an inability to pay. In fact, there is no indication in the record that it would have any difficulty funding the Association's proposal.

In addition, the jobless rate is not as high in Waukesha County as it is in Milwaukee County. In this regard the Milwaukee area had a 12.4% jobless rate in September 1982 while the Waukesha area had a 9.6% jobless rate at this time.

In addition, rather than laying off personnel, WCTI has had to hire more instructors in the recent past.

Thus, in spite of the economy, WCTI is thriving.

#### District Position

If the Board's offer is selected, the District will maintain its salary schedule position in relation to comparable school districts. In fact, dollars earned by the District's educators continue to be near or at the top of the District's comparables.

From the middle levels of the salary schedule on up, the District's salaries are the highest among all comparables. This is most

significant since only four of the District's 134 instructors are below the sixth step on the schedule.

For the 1981-82 school year, the average salary for the District's instructors was \$3,000 above the national average for two-year institutions. In fact, the District's instructors made more than 80% of the instructors at comparable institutions.

Since the District salary structure is already higher than the salary structure of all of its comparables, the increases contained in the Board's offer will allow the District to maintain its position.

More specifically because the WCTI salary schedule for 1981-82 was far ahead of the salary schedules at Blackhawk and Gateway, acceptance of the Board's proposal for 1982-83 will still allow WCTI's educators to receive far more than the educators at Blackhawk and Gateway.

With the exception of those instructors who are already at the top of the MA scale in 1981-82, instructors at WCTI will receive much larger dollar increases than comparable instructors at Gateway. Instructors at the top of the MA scale at Gateway in 1981-82 will receive an increase only \$10 larger than the increase for comparable instructors at WCTI under the Board's proposal, but will receive an increase \$706 less than the increase for comparable instructors at WCTI under the Association's proposal. Further, all instructors at WCTI will receive a far greater salary under the Board's offer at WCTI than will be received by comparable instructors at Gateway.

For instructors below the top of their pay scale in 1981-82, the Board's offer at WCTI provides for larger dollar increases than will be received by comparable instructors at Blackhawk. As for those instructors already at the top of their pay scale, the amount of salary increases at Blackhawk fall between the increases proposed by the Board and Association at WCTI. However, instructors who are already at the top of their pay scale at WCTI will, even under the Board's proposal, receive salaries \$3,295 larger than the salaries received by their BA counterparts at Blackhawk. In light of the large gap between the salary schedules at Blackhawk and WCTI, the small amount of catch up made by certain Blackhawk teachers is entirely justified.

The Board's offer is also more consistent with other recent public and private sector settlements in Waukesha County. It is also consistent with other settlements in the District. In this regard the Board proposes a 6.99% total salary increase for full-time and part-time II instructors, which exceeds the 6.68% increase received by management.

The average annual dollar increase for management employees was \$1,769. Under the Board's proposal, full-time counselors will receive an average annual increase of \$1,796 and full-time instructors would receive an average annual increase of \$1,681. The average daily increase received by full-time instructors under the Board's proposal will be \$8.85. For full-time counselors it will be \$6.91. The average daily increase received by managers was \$6.80.

Under the Board's proposal educators would receive more than twice the dollar increase per percentage point increase in the CPI they received in 1980-81 and 1981-82. The Association's proposal would result in over a 300% increase in this regard.

Relatedly, because WCTI educators are protected by their health plan from rises in medical costs, the CPI continues to overstate the effect of inflation on their standard of living.

The economic situation in Waukesha County is no better than elsewhere in the State; including increasing numbers of bankruptcies,

depletion of the County's general fund, increases in tax delinquencies and home foreclosures, decreased numbers of building permits, and record high unemployment.

Consistent with increased layoffs, plant closings and high unemployment, the annual CPI for Milwaukee for July, 1982, which coincides with the commencement date of the Agreement at issue in this proceeding, increased only 3.8%.

The Board acknowledges that sufficient funds are available to finance the Association's proposal if funding for other programs is reduced. However, the Board has continually maintained that implementation of the Association's offer would work an economic hardship on the taxpayers of the District in light of the present state of the economy.

Further, there is absolutely no basis in the record for the Association's statement that the District can pay for its proposal without any difficulty.

The relevant factor that must be focused on by the Arbitrator is the effect of the economy on the taxpayers, not on student enrollment. WCTI is not a profit making institution.

Implementation of the Association's offer will require the District to provide substantial increases far in excess of what is justified by the present state of the economy and the small increase in the July, 1982 cost-of-living.

#### Discussion

A review of 1982-83 settlements in comparable districts indicates the following:

At Gateway, the total salary cost of the settlement amounted to a 7.5% increase, while the total package cost amounted to an 8.9% increase. A benchmark comparison of the Gateway salary settlement and the WCTI proposals follows.

<u>BA Minimum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	13,945		16,025	14.9	2,080
WCTI	14,206	Dist.	14,916	5.	710
		Assn.	15,271	7.5	1,065

<u>BA 7th Step</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	17,392		19,625	14.8	2,233
WCTI	18,819	Dist.	19,759	5.	941
		Assn.	20,229	7.5	1,411

<u>BA Maximum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	20,414		21,425	5.	1,011
WCTI	25,169	Dist.	26,427	5.	1,258
		Assn.	27,057	7.5	1,888

<u>MA Minimum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	15,213		17,425	14.5	2,212
WCTI	15,421	Dist.	16,192	5.	771
		Assn.	16,578	7.5	1,157

<u>MA 10th Step</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	20,453		22,825	11.6	2,372
WCTI	23,505	Dist.	24,680	5.	1,175
		Assn.	25,268	7.5	1,763

<u>MA Maximum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	24,583		26,025	5.9	1,442
WCTI	28,636	Dist.	30,068	5.	1,432
		Assn.	30,784	7.5	2,148

<u>Schedule Maximum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Gateway	26,561		28,125	5.9	1,564
WCTI	29,716	Dist.	31,178	5.	1,462
		Assn.	31,954	7.5	2,238

At Blackhawk, the settlement included a 7.72% across the board salary increase, however, all the educators were frozen in their 1981-82 salary schedule steps. The value of the total package was 8.58%.

Because Blackhawk educators did not receive their increments this year, a comparison of the Blackhawk salary schedule with the parties' proposals does not appear to be appropriate. Instead, the approach the District was taken, namely, comparing what individuals who were in the districts in 1981-82 and 1982-83 will actually receive would appear to be a more appropriate basis for comparison. The following tables reflect such a comparison:

<u>BA 6th Step (Blackhawk)</u>					
<u>BA 7th Step (WCTI)</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Blackhawk	17,124		18,446	7.72	1,322
WCTI	17,957	Dist.	19,759	10.	1,802
		Assn.	20,229	12.7	2,272

<u>BA Maximum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Blackhawk	21,474		23,132	7.72	1,658
WCTI	25,169	Dist.	26,427	5.	1,258
		Assn.	27,057	7.5	1,888

<u>MA 9th Step (Blackhawk)</u>					
<u>MA 10th Step (WCTI)</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Blackhawk	21,107		22,736	7.72	1,629
WCTI	22,440	Dist.	24,680	10.	2,240
		Assn.	25,268	12.6	2,828

<u>MA Maximum</u>					
	<u>81-82</u>		<u>82-83</u>	<u>%</u>	<u>\$ Increase</u>
Blackhawk	24,562		26,458	7.72	1,896
WCTI	28,636	Dist.	30,068	5.	1,432
		Assn.	30,784	7.5	2,148



Moraine Park, which reached its agreement in September 1981, settled for a 10.5% increase in salaries. Utilizing the seven traditional benchmarks utilized elsewhere herein, its actual salaries approximate the District's proposal at the BA Minimum, the Association's proposal at the MA Minimum, and at all other salary benchmarks, they are appreciably below either of the parties' proposals herein.

The Milwaukee settlement constitutes a 9.36% increase in salaries, while the Madison settlement, which was the result of an arbitration award, amounted to an 8.25% increase in salaries.

A review of the foregoing data indicates that there is some support for both parties' positions based upon settlements which have occurred in comparable relationships. The total percentage value of the Gateway settlement most approximates the Association's proposal, while on the other hand, the percentage value of the Gateway salary settlement is appreciably more in line with the District's proposal than the Association's. In addition, the benchmark comparisons indicate that Gateway salaries are competitive at the BA Minimum, BA 7th Step, and MA Minimum, but that they are significantly below WCTI salaries at the BA Maximum, MA 10th Step, MA and Schedule Maximums. Based upon all of the foregoing, in the undersigned's opinion, the Gateway settlement slightly supports the reasonableness of the District's salary proposal herein.

The total percentage value of the Blackhawk settlement also is more in line with the Association's proposal than the District's. On the other hand, the Blackhawk salary settlement clearly supports the reasonableness of the District's salary proposal in that Blackhawk's teachers with the same experience in the District will receive appreciably lower salaries than will WCTI's teachers who have the same amount of experience in the District. Under such circumstances, the fact that the dollar increases proposed by the District are not generally as large as those received by the teachers at Blackhawk is not necessarily inequitable, particularly in terms of this particular comparable relationship.

As indicated above the Moraine Park settlement must be given less weight in this proceeding than the other settlements because of the timing of said settlement. However, to the extent that it is relevant, the total value of said settlement again supports the reasonableness of the Association's proposal, while the salary schedule itself supports the reasonableness of the District's proposal in that at all but two salary benchmarks, Moraine Park's salaries are appreciably below WCTI salaries.

The Milwaukee settlement clearly supports the reasonableness of the Association's proposal, in terms of the percentage and dollar value of the salary increases, while the Madison settlement, in terms of percentage value, appears to be relatively equi-distant between the parties' proposals herein.

Based upon all of this data it would appear that the record evidence on comparability supports the reasonableness of the District's salary proposal if actual salaries are compared, particularly with the District's primary set of comparables, but that the Association's salary proposal is the more reasonable of the two based upon its comparability with the total percentage value of settlements which have been reached in the districts which have been discussed herein.

This conclusion obviously poses a difficult choice for the undersigned. In effect, what has occurred here is the submission of two proposals which represent, in terms of their percentage value, opposite extremes of the settlement pattern which has occurred this year in comparable VTAE districts. In the undersigned's opinion, in light of the state of the economy in the area, which has caused record high unemployment and which has resulted in modest wage and benefit increases in both the private and public

sectors, in light of the District's relatively superior wage position vis a vis its primary comparables, and in light of the settlement pattern that has occurred among the District's comparables, the settlement which should have occurred herein probably should have fallen somewhere between the two proposals submitted herein. However, because the undersigned does not have the authority to award a package which does not reflect the final offer of either party, such a settlement is not feasible. Instead, the undersigned must determine, based upon statutory criterion, which of the two final offers is the more reasonable of the two. In that regard, the undersigned is of the opinion that the Association's final salary offer is the more reasonable of the two since its total value, in percentage terms, is more in accord with the value of improved benefits received by similarly situated employees in comparable employer-employee relationships than is the District's proposal. While it must be conceded that the Association's salary proposal is somewhat too high in light of all of the above mentioned considerations, it is less out of line with the pattern of comparable settlements, in terms of their total value to affected employees, than is the District's proposal. In this regard, the undersigned believes it is important to note that no settlement in any comparable district amounted to less than a total 8.25% increase, and in fact, the majority of settlements which have been reached this year exceeded that amount, some by a rather appreciable amount. Under such circumstances, it is difficult to find support for a proposed settlement amounting to a total of 7%, particularly when no evidence has been introduced which would justify the relative uniqueness of such an economic settlement among the comparables discussed herein. While the District's salaries are relatively high, particularly when compared with the District's primary set of comparables, - which might have justified a settlement package which was at the lower end of the spectrum of settlements among the District's comparables in order to allow for some catch up -- i.e., in the 8% to 9% range - the District's relative salary position does not justify a settlement, which, in terms of its total value, simply is not comparable in value with settlements in comparable districts. As indicated above, the record simply does not provide a basis for imposing on the parties a settlement which is significantly out of line, in total value, with what seems to be occurring elsewhere among the District's comparables. In this regard there is no evidence that the District's salaries and/or fringe benefits are inequitably out of line and/or that they must be contained because of their harmful impact on the District. In this regard there has been no showing that implementation of the Association's proposal will have any consequences on the taxpayers and citizens who support and utilize the District's services, nor has there been any showing that it will result in harmful cuts in the educational programs which the District offers. Absent such evidence, the settlement experience in comparable districts must be utilized to provide the guidelines which define what constitutes a reasonable settlement in comparable VTAE districts. This is so since these settlements reflect, for the most part, voluntary responses by the parties in these institutions to the economic environment which has similarly affected all of these institutions, and since to the extent possible, the outcome of proceedings such as this should reflect what is occurring voluntarily in the collective bargaining process in similar institutions at a similar point in time.

The undersigned is aware of the fact that in the instant matter the dispute over the salary schedule accounts for almost the total dollar dispute between the parties, whereas in at least two of the District's comparables (Gateway and Blackhawk) the value of the total settlement was affected by other fringe benefits as well. While it is valid in many instances to compare salary improvements alone, because in this instance salary improvements amount to, in effect, all but a very small portion of the total package, it is also valid in this dispute in determining the relative reasonableness of the parties' proposals, to compare their value against the total value of improved benefits received by comparable employees since it is the total value of benefits received which constitutes

the real improvement in employee earnings.

Based upon all of the foregoing considerations it is the undersigned's opinion that although both parties' proposals are either too high or too low in view of all of the circumstances present herein, the Association's proposal is slightly less unreasonable than is the District's, based upon the value of settlements which have recently been reached in comparable districts.

#### PAY FOR EARNED CREDITS

##### Board's Proposal

\$1.00 increase per credit (\$37.00) resulting in a 2.78% increase in earned credit pay costs.

##### Association's Proposal

\$3.00 increase per credit (\$39.00) resulting in a 8.33% increase in earned credit pay costs.

The total difference between the parties on this issue is about \$3,000.

##### Association Position

In 1981-82 the payment per credit was higher in Blackhawk (\$52.17-\$84.17), Fox Valley (\$43.00), Madison (\$53.00-\$115.33), Milwaukee (\$48.56), Moraine Park (\$54.83), and Northeast (\$37.50-\$100.63) than in Waukesha (\$36.00). In 1982-83, the settled comparables are also higher than the rates proposed by the Association: Milwaukee (\$52.44), Madison (\$55.33-\$122.58), and Moraine Park (\$61.00).

Compared to the other VTAE districts, WCTI's rate in 1982-83 as proposed by the Association would still remain lower than six of the seven VTAE districts' 1981-82 rates.

In all of the comparable VTAE districts except WCTI, additional credit compensation is part of the salary schedule. At WCTI, compensation is separate from the salary schedule structure and is determined by the Earned Credit rate.

Because of the uniqueness of the salary schedule at WCTI, the Association contends that increases in the Earned Credit rate should be related to the salary schedule increase.

The Association's proposal would maintain the same relationship to the salary schedule as existed in 1981-82. The District's proposal would result in an erosion of the relationship of the Earned Credit rate to the salary schedule.

In that regard the Association's proposed 8.33% increase in the Earned Credit rate is more consistent with its 7.5% proposed salary schedule increase than the District's proposed 2.78% increase in the Earned Credit rate is with its 5% proposed salary schedule increase.

##### District Position

The Board's proposed 2.78% earned credit increase is much more consistent with CPI increases than is the Association's proposed 8.33% increase.

The Board's offer will place WCTI's educators \$4.00 to \$5.00 ahead of the educators at the most comparable district, Gateway, in terms of earned credit pay (based on Gateway's 1981-82 schedule).

Unlike educators at all other VTAE districts, WCTI educators receive payment for each earned credit; while educators in comparable districts must have at least six earned credits before qualifying for additional pay.

## Discussion

While a majority of the comparable districts pay for earned credits at rates which are higher than WCTI, educators at WCTI have the unique benefit of receiving such payment without having to wait until they have earned six credits. This procedure obviously is worth money to WCTI educators in that they receive such payments much more promptly than do educators in other VTAE districts.

Although the record evidence does not make it clear how WCTI instructors actually fare when compared to similarly situated instructors in other comparable districts with respect to earned credit compensation, based upon the relatively high level of salaries at WCTI, the comparability of the District's offer on this issue with relevant CPI increases, and the lack of any evidence in the record that the District's approach to compensation for earned credits has resulted in the District's instructors receiving less actual compensation for earned credits than instructors receive in comparable districts, the undersigned believes the Association has failed to justify the need for an increase in this regard which exceeds 8%, particularly when it is combined with a proposed salary increase which has been determined to be higher than is reasonable and necessary under the circumstances present herein. Based upon all of the foregoing, the District's proposal is deemed to be the more reasonable of the two based upon the record evidence presented herein.

### PAY FOR EVENING COUNSELING WORK PERFORMED BY COUNSELORS

#### Board's Proposal

Pay should continue to be based on the part-time hourly salary schedule, Type IV classification, with a \$.25 increase at each step, which would result in a 2.86% increase. The salary range proposed by the District is \$9.70 - \$14.20/hour.

#### Association's Proposal

Pay should be based on the part-time hourly salary schedule Type I classification, with a \$1.00 increase at each step, which would result in a 29.3% increase. The salary range proposed by the Association is \$13.45 - \$17.95/hour.

The dollar difference between the parties on this issue is approximately \$3,000.

#### Association Position

It is clear from the Agreement that WCTI can assign counselors to work evenings and/or weekends. When any other instructor is assigned to work beyond his/her workday, he/she is paid 150% of his/her basic hourly wage. The counselor however is paid at a much lower rate.

The hourly rate difference between time and one-half and Type IV hourly rates in 1981-82 ranged from \$3.30 at Step 1 to \$10.34 at Step 14. If the Association's proposal is adopted, the difference in compensation between time and one-half and part-time Type I will vary from \$.26 at Step 1 to \$8.17 at Step 14. If the District prevails, the gap in compensation rates paid instructors and counselors for evening work would widen.

Only Fox Valley, Milwaukee, and Moraine Park counselors can be assigned to work evening hours according to their contracts. In all three cases, counselors receive compensatory time during the day for the evening hours worked. Since WCTI counselors are not given the opportunity to schedule compensatory time and therefore work overtime, they should be compensated appropriately.

#### District Position

Unlike Type I classes, there is no preparation work for evening

counseling, and in addition, evening counseling work is, for all practical purposes, voluntary.

The Board's proposal compares favorably with evening counseling pay received at comparable VTAE districts during 1981-82.

Under the Board's proposal, evening counselors will be paid between \$9.70 and \$14.20 per hour. The lowest step of any counselor doing evening work during 1982-83 is Step 5. Therefore, the effective hourly rate for evening counseling will be between \$11.70 and \$14.20 per hour, which compares favorably with evening counseling pay received by counselors in comparable districts during 1981-82.

Because the Association is attempting to change the long time evening counselor status quo, it bears the burden of justifying the change. As no such justification has been provided, the Board's proposal is most consistent with the statutory criteria.

### Discussion

Based upon the evidence submitted herein it is not possible to ascertain how the parties' proposals on this issue compare with provisions in comparable districts for compensating counselors who must provide evening counseling services. What is clear is that in 1981-82, the District's compensation rates for such counseling services were not out of line with the comparables, although it must be conceded that arrangements among the comparables for such services seem to vary significantly, including the use of compensatory time off in some cases while in others the acceptance of such assignments is voluntary in nature. Based upon this rather mixed pattern of arrangements, the fact that it has not been demonstrated that the arrangements proposed by the District are inequitably out of line in this regard, the fact that such counseling does not require preparation time as does course preparation; and lastly, the fact that all of the counselors because of their tenure in the District, would receive, under the District's proposal, at least \$11.70/hour for such counseling, which exceeds the maximum 1981-82 rate in Madison, it is the undersigned's opinion that the Association has failed to demonstrate the need for the substantial change in this regard that it has proposed, and accordingly, the District's proposal is deemed to be the more reasonable of the two.

Perhaps it should be noted that even if counselors are entitled to a larger increase because evening counseling at WCTI is not voluntary and they are not entitled to compensatory time off for such evening activities, an increase of the magnitude proposed by the Association does not seem to be warranted in order to afford WCTI counselors relatively superior compensation for the performance of such evening counseling services.

### SALARY INCREASES FOR PART-TIME I INSTRUCTORS (i.e., THOSE INSTRUCTORS WITH LESS THAN 50% OF THE NORMAL FULL-TIME WORKLOAD)

#### Board's Proposal

\$.25 increase at each step of the salary schedule which, with increment increases, results in a 4.26% increase in part-time I salary costs and a \$.75/hour increase for instructors who will receive on experience increment.

#### Association's Proposal

\$1.00 increase at each step of the salary schedule which, with increment increases, results in a 9.95% increase in part-time I salary costs.

The dollar amount separating the parties on this issue is approximately \$10,000.

# 1982-83 PART-TIME HOURLY SALARY SCHEDULE

## DISTRICT PROPOSAL

Salary Schedule Position	<u>TYPE I</u>	<u>TYPE II</u>	<u>TYPE III</u>	<u>TYPE IV</u>	<u>TYPE V</u>
1	12.70	11.70	10.70	9.70	8.70
2	13.20	12.20	11.20	10.20	9.20
3	13.70	12.70	11.70	10.70	9.70
4	14.20	13.20	12.20	11.20	10.20
5	14.70	13.70	12.70	11.70	10.70
6	15.20	14.20	13.20	12.20	11.20
7	15.70	14.70	13.70	12.70	11.70
8	16.20	15.20	14.20	13.20	12.20
9	16.70	15.70	14.70	13.70	12.70
10	17.20	16.20	15.20	14.20	13.20

# 1982-83 PART-TIME HOURLY SALARY SCHEDULE

## ASSOCIATION PROPOSAL

Salary Schedule Position	<u>TYPE I</u>	<u>TYPE II</u>	<u>TYPE III</u>	<u>TYPE IV</u>	<u>TYPE V</u>
1	13.45	12.45	11.45	10.45	9.45
2	13.95	12.95	11.95	10.95	9.95
3	14.45	13.45	12.45	11.45	10.45
4	14.95	13.95	12.95	11.95	10.95
5	15.45	14.45	13.45	12.45	11.45
6	15.95	14.95	13.95	12.95	11.95
7	16.45	15.45	14.45	13.45	12.45
8	16.95	15.95	14.95	13.95	12.95
9	17.45	16.45	15.45	14.45	13.45
10	17.95	16.95	15.95	14.95	13.95

### Association Position

The Part-Time Hourly Salary Schedule is used to determine the compensation received by: 1) part-time I instructors (those with less than one-half of the normal full-time workload) who teach during the day; 2) full-time instructors who voluntarily teach evening school courses; and 3) counselors who are assigned to work in the evening.

Part-time I instructors teach the same kinds of courses that regular full-time instructors teach. In fact, evening courses are often the same as the courses offered during the day.

In the early years, part-time instructors were paid more per hour than full-time instructors. However, by 1981-82, all instructors who worked part-time earned less per hour than full-time instructors. In fact, the differences in hourly rates have been increasing over the past years. For example, part-time instructors with M.S. degrees at the top of the salary schedule in 1981-82 earned \$5.58 less per hour than full-time instructors.

Even the Association's proposal does not eliminate the discrepancy in the hourly rates paid to part-time instructors and full-time instructors. In fact, it continues to increase to some degree. All the Association is attempting to do is to slow the widening gap. On the other hand, the District's proposal continues to accelerate the gap.

Part-time I salary rates must be compared to the rates paid to full-time instructors teaching evening classes in other VTAE districts since most other districts do have part-time I instructors as part of their bargaining units.

Blackhawk and Moraine Park cannot be compared since no hourly rates are listed in the agreements.

In 1981-82 Fox Valley and Northeast paid rates based on an instructor's salary and both paid more than WCTI.

Fox Valley	(\$10.62/hour - \$18.99/hour)
Northeast	(\$9.37/hour - \$17.95/hour)
WCTI	(\$8.45/hour - \$16.95/hour)

Madison can assign evening work as part of the full-time day schedule and therefore cannot be compared.

Milwaukee paid \$13.00/hour and Gateway paid \$9.17/hour - \$15.50/hour).

The Association's proposal would result in 1982-83 hourly rates ranging from \$9.45/hour - \$17.95/hour, not excessive based even on 1981-82 rates.

The record indicates that the District needs to exceed the Part-Time Hourly Salary Schedule in order to hire instructors on a part-time basis. Hourly rates from the Special Letters of Appointment varied from \$20.00/hour to \$28.57/hour.

The District has also ignored Arbitrator Gundermann's comment in his 1981-82 award that the District's proposal in this regard seemed unreasonably low.

#### District Position

For many years there has been no particular relationship between the full-time and part-time salary schedules. Past history indicates that there has been no trend toward closing an alleged gap, and the Association has provided no justification for its attempt to do so.

Further, WCTI's part-time salary schedule is already close to or at the top of part-time salary schedules for comparable districts.

In 1981-82 the minimum point on the District's part-time salary schedule was second to Gateway's and the maximum point was first among comparables.

Arbitrator Gundermann concluded that an 1981-82 increase somewhere between \$.75 and \$1.50 per step would have been appropriate. Because the Board's 1981-82 proposal was accepted by the Arbitrator, the part-time I instructors received a \$.75 across-the-board increase for 1981-82. The Board's 1982-83 offer is therefore more consistent with the intent of Arbitrator Gundermann than is the Association's offer, particularly in light of the fact that the annual increase in the CPI as of July, 1981 was 13.5% whereas in the year preceding July, 1982, the relevant CPI rose less than 4%.

#### Discussion

The evidence in the record on this issue is simply not reliable nor consistent enough for the undersigned to make reliable determinations regarding the salaries which comparable districts pay comparable part-time instructors. The only evidence regarding a primary comparable which is undisputed is that in 1981-82, Gateway paid between \$9.17/hour - \$15.50/hour for part-time instruction. During that year the District's part-time rates ranged from \$8.45/hour - \$16.45/hour. Thus, based upon the very limited unrefuted comparable evidence in the record, there does not appear to be a persuasive argument supporting a substantial change in the part-time schedule.

The Association has however persuasively argued that there does not appear to be a legitimate basis for the distinction between hourly rates on the part-time and full-time salary schedules since the instructors teach similar if not identical courses with no

less preparation expected of them and since, presumably, they must be similarly qualified to teach such courses. The reasonableness of the Association's position is also bolstered by the fact that it would appear from the record evidence that the District has often had to pay part-time instructors more than the rates set forth in the part-time salary schedule.

Based upon the foregoing, the undersigned believes that the Association's proposal on this issue is not all that unreasonable, particularly in view of the fact that its full-time salary schedule is the more reasonable of the two submitted herein.

In that regard the Association's proposal still will result in hourly rates which are, at least in some instances, significantly less than equivalent rates on the full-time schedule, though less so than would be the case under the District's proposal.

For all of the foregoing reasons the undersigned deems the Association's proposal on this issue to be the more reasonable of the two.

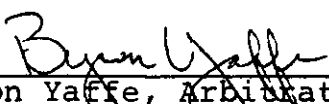
#### TOTAL FINAL OFFER

For the reasons discussed above the undersigned has determined that the Association's proposals on the full-time and part-time salary schedules are more reasonable than the District's, and that the District's proposals on earned credit pay and pay for evening counseling are more reasonable than the Association's. Because the salary schedule issues are clearly the most significant in terms of their relative costs and importance to the parties, and because the Association's total package, which is about 9½%, is more in line with the total value of settlements in comparable districts than is the District's, which is worth about 7%, the undersigned deems the Association's total final offer to be the more reasonable of the two submitted herein. Therefore, the undersigned hereby renders the following:

#### ARBITRATION AWARD

The final offer submitted by the Association herein shall be incorporated into the parties' 1982-1983 collective bargaining agreement.

Dated this 23<sup>rd</sup> day of May, 1983, at Madison, Wisconsin.

  
Byron Yaffe, Arbitrator