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STATE OF WISCONSIN
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration

OPINION & AWARD

between

Interest Arbitration

School District Number 1,
Rib Lake Board of Education

WERC Case No: III MED/ARB1597

-and-

Decision No. 19896-A

The Rib Lake Independent
Education Association.

J. C. FOGELBERG
MEDIATOR/ARBITRATOR

Appearances -

For the Association:
Gene Degner, Director, UniServ Council 18

For the District:
Steven C. Garbowicz, Attorney

Preliminary Statement -

The Rib Lake School District is located in Taylor County - the county itself having a population of some 18,800 people. The School District situated in Rib Lake had an enrollment for the 1981-82 school year of 704 students who were taught by approximately 43 instructors being represented for the purposes of collective bargaining by the Wisconsin Education Association Council 18.

The evidence shows that the Parties exchanged initial proposals concerning the 1982-83 Collective Bargaining Agreement on February 9, 1982 and thereafter conducted three negotiations prior to the request for the initiation of the mediation/arbitration process by the Wisconsin Employment Relations Commission pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On May 27, 1982 a member of the Commission's staff conducted

an investigation which reflected that the Parties were deadlocked in their negotiations and thereafter on August 30, 1982 the final offers of both sides were submitted to the Investigator along with stipulations regarding matters agreed upon. Subsequently the Commission determined that an impasse existed within the meaning of the Act and simultaneously initiated the mediation/arbitration process appointing the undersigned as the Neutral on September 23, 1982.

On Tuesday, December 21, 1982 a public hearing was conducted at the high school in Rib Lake before the Mediator/Arbitrator providing an opportunity for both Parties to explain their respective positions and for members of the community to offer their comments and suggestions. At the conclusion of the public hearing, mediation efforts were undertaken by the Neutral in an effort to resolve the issues at impasse. When it became apparent that the matter was not going to be settled through mediation, the Parties moved directly to an arbitration hearing on that same date. At the hearing, evidence was received and testimony taken relative to the outstanding issues, at the conclusion of which the Parties indicated a preference for filing post-hearing briefs. These briefs were received by the Neutral on or before January 21, 1983 at which time the hearing was deemed officially closed.

The Issues --

The following issues remain at impasse between the Parties:

- 1) Salary increases for the 1982-83 school year.
- 2) Extracurricular pay.
- 3) School calendar.
- 4) Make-up days.
- 5) Non-pupil contract time.
- 6) Hourly substitute pay.
- 7) Personal leave.

Position of the Parties -

Association's Position: For the term of the 1982-83 Contract, the teachers seek an increase on the salary schedule approximating 9.32 percent which includes adjustments for both the incremental step and lane changes. The new proposed schedule is included in this Award and set forth as Appendix "A" attached. The second issue of extracurricular salaries as proposed by the teachers amounts to a 10 percent increase for each position and is more specifically set forth in Appendix "B" attached.

In reference to the new calendar, the Union requests that the 187 contract days include 180 teaching days, 1.5 parent/teacher conference days, 1.5 record keeping days, 1 convention day and 24 hours of in-service time. Concerning the issue of make-up days, the Association, p r o p o s e s that the first two days be made up at a time mutually agreed upon, that days three and four would not be made up and all days after four would be made up at a time mutually agreed upon.

As regards to the remaining two issues, the faculty requests that all teachers have a minimum of 225 minutes per week of non-pupil contact time, excluding the 30 minute duty-free lunch and that when regular substitutes are not available and classes are combined, the teacher in charge be paid a rate of \$6.00 per hour in addition to his/her regular salary. Finally, as regards to the matter of personal leave, the Union asks that personal leave be used in no less than one-half day blocks.

District's Position: Conversely, the Board of Education of the Rib Lake School District has proposed a \$500.00 adjustment to each cell on the salary schedule for the 1982-83 Contract Year. This new schedule is set forth and marked as Appendix "C"

attached. In addition, the Board proposes to increase each of the salaries and positions currently listed on the extracurricular schedule by seven percent; that the current language found in the 1981-82 Contract regarding school calendar remain in tact for the duration of the new Agreement; that the existing language concerning make-up days be retained in the new Contract and; that all other language issues similarly remain unaltered for the life of the new Agreement.

Analysis of the Evidence -

In arriving at the decision that has been made here, the Arbitrator has given careful consideration to each of the criteria enumerated in section 111.70(4)(cm)(7) of the Wisconsin Statutes, as they relate to the documents, testimony and written arguments submitted by the Parties.

Though several items were certified as being at impasse, it is abundantly clear from the totality of the evidence submitted and arguments presented by both sides that the real issue to be resolved here concerns the matter of salaries. This is not uncommon and indeed by the Parties own admission, their respective positions on language matters involve relatively minor differences. Accordingly, the analysis made here will concentrate on the salary schedule.

As regards to the matter of salaries, the Arbitrator finds that the case is extremely close. Neither of the certified final positions is perceived as being truly realistic as both sides are polarized to an extreme. This, coupled with the relatively small emphasis on other issues, makes the decision making process all the more arduous in this instance. In the final analysis, however the

Neutral finds t h e Association's position to be the more palatable of the two.

The District in offering a 3½ percent salary increase and a total package of 7.3 percent, relies heavily upon the general state of the economy, the Consumer Price Index and the equalized evaluation of Taylor County (for taxing purposes) are arguing for an award of their final offer. The Union on the other hand, cites comparability and maintenance of (already inferior) standards as support for their position for a 9.3 percent salary increase and a total package improvement of approximately 12.5%. These factors then warrant careful consideration in analyzing the evidence.

Regarding the matter of funding, the School Board argues that Taylor County has incurred a relatively high unemployment rate in the past year (11-12 percent), has a lower-than-average per capita income and a "much lesser amount of equalized value than the other schools in the Marawood Conference..." The latter, according to the Employer, necessitates the greater increase in the millrate in order to provide for similar per pupil expenditures. These arguments must be contrasted however with the data supplied by the RLEA and an exhibit submitted by the Board itself. As pointed out by the teachers, Rib Lake receives 63% of its funding from the State of Wisconsin - the highest in its own athletic conference (a grouping of schools that both sides acknowledge as being relevant). It is believed that this factor is germane as it counteracts to a certain extent the arguments raised by the Board concerning millrates (the lowest in the conference). Of additional significance is the fact that the Board is making no argument regarding ability to pay either its or the Association's

final offer. An indication of the relatively sound financial health of the District may be found in their own Exhibit A - the economic profile for Taylor County compiled by the Department of Business Development in Madison. This document shows that during the past decade the County has experienced an increase in population that is more than double the State average. The breakdown of the population itself also demonstrates that approximately one-half of the residents are between the ages of 18 and 64. These figures are not signs of distress. Indeed as stated in the opening paragraph of the document itself, "There has been real industrial job growth" in the County.

In relying extensively upon comparable data, the teachers' organization makes a number of relatively persuasive arguments. Initially it has shown that at most of the "bench mark" locations on the Salary Schedule, Rib Lake has consistently ranked at or near the bottom when reflected against other conference schools and on a state-wide basis as well.* Indeed the District does not dispute this fact but states that there is no substantial reason why the teachers' ranking should be improved. In this regard, the Arbitrator finds that the evidence submitted by the Association demonstrates the reasonableness of their argument for improvement. Just as it is fair to state that there is no particular reason to guarantee that any faculty should remain forever at the top of a grouping of comparable schools, the same argument is applicable here - particularly in light of the District's final offer. As the Association points out, increasing each step on the schedule by \$500.00 (the Board's position) is not only minimal by comparative standards but further effects the

* While data was submitted examining the "four corners" of the salary schedule for comparison purposes, the Arbitrator has limited his consideration principally to the BA lane as Union Exhibit 6 demonstrates that 93% of the faculty is located there and approximately 20% is at the 13th step of that lane.

already compressed ratios found in the existing schedule.

Union Exhibits 16 through 19 and 58 reveal that under the 1981-82 schedule, the BA lane ratio start to top was 1.48. This is very close to the conference average of 1.45. Under the District's current offer, this number would be reduced 1.2% to 1.43 while the Association's would increase it only slightly to 1.452 (two-tenths of 1%). The more consistent position then, concerning this factor is the teachers'.

Similarly an analysis of the per cell increase using both offers favors the Association. The School Board has offered an increase at the BA base of 4.3% and of 3% at Step 13 (BA maximum). This is contrasted to the Association's final position of 9.1% at the BA base and 9.3% at the top of the lane. In their supportive documentation, the RLEA presented an exhibit (58) showing that among the settled schools of similar size state-wide (10% in either direction) the entry level salary has been increased by 7.3% while the top of the same lane has been improved an average of 8.2%. Comparing these settlements to the Parties' respective offers in the instant impasse, one discovers the Boards' proposal to approximate 59% of the average BA minimum settlements while the EA's equals 1.25%. The disparity of the Employer's final position is also evident at the top of this lane where their proposed salary of \$17,300 represents 36.5% of the average of comparable schools throughout the state versus the teachers' \$18,370 which is 113% of the state average. Again, the Arbitrator finds the Association's position to be more in line with other relevant communities.

The reasonableness of the Board's final offer is further eroded when the current state of negotiations conference-wide are examined. The record shows that only two of the conference schools have settled at the time the evidence was submitted for

consideration here and that one of the two is in the final year of a two-year agreement. However, an examination of the final positions of the districts and the teachers throughout the conference (District Exhibit 8 and Association Exhibit 21) indicates that the Board's offer is the very lowest. While the Association's final request is among the highest (as stated previously, the Arbitrator finds both positions to be extreme) given the relative ranking of Rib Lake, their overall financial position and the flat dollar increases across-the-board as proposed by the District, the Arbitrator finds the Association's position the more equitable of the two. Indeed as their Representative points out in the post-hearing brief, even an award in their favor only helps to maintain their relative ranking while the District's serves to further erode an already undesirable position. Thus in almost every case, the Association is much closer to the established pattern of the two schools in the conference that have settled as well as the final positions that have apparently been certified by the Wisconsin Employment Relations Commission among the remaining conference schools.

An additional factor favoring the RLEA's final offer concerns the matter of increments and lanes. The Comparative data submitted by both sides shows that this District ranks dead last in both categories. Examining the 1981-82 matrix, it becomes quickly evident that there has been almost no lateral movement by the faculty from the BA lane. To improve the quality of education in any given district, it would only seem reasonable that teachers should be encouraged to improve their own skills through post-graduate studies. The financial reward for lateral movement at Rib Lake appears to be inferior by most any standard. An award of the District's final offer does nothing to help correct this

situation. The Association's position, though minimal, is nevertheless perceived to be a step in the right direction.

Finally, as regards to the matter of the Consumer Price Index, the Arbitrator finds that of and by itself the Board's final offer more closely approximates the current standard of measurement. This evidence must be tempered however when Union Exhibits 125, 126 and 127 are considered. These documents show the relative erosion of salaries in the Rib Lake District since the 1978-79 school year vis-à-vis the Consumer Price Index. Indeed the Board acknowledges as much in their post-hearing brief. As highlighted by the RLEA in their brief, an Award in favor of the District will place an even greater distance between the teachers and the historical pattern of the Index while the Association's position will diminish the difference significantly.

Award -

Accordingly, for the reasons set forth above, the Arbitrator directs the Parties to implement the Association's final position for the 1982-83 Collective Bargaining Agreement.

In awarding in favor of the faculty at Rib Lake, the Arbitrator wishes to emphasize however that the evidence was by no means overwhelming. By the time the Parties again sit down at the bargaining table to negotiate the terms and conditions for a new (1983-84) Contract, it is perceived that various relevant factors may well have changed warranting a somewhat different result for a successor agreement.

Respectfully submitted this 9th day of March, 1983.



J. C. Fogelberg, Mediator/Arbitrator