

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

```

- - - - - x
:
In the Matter of the Petition of :
:
NORTHWEST UNITED EDUCATORS :
:
To Initiate Mediation-Arbitration : Case XXVIII
Between Said Petitioner and : No. 30160
: MED/ARB-1839
SCHOOL DISTRICT OF RICE LAKE : Decision No. 19977-A
:
- - - - - x

```

On October 21, 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 School District of Rice Lake, hereafter the District or the Board, and Northwest United Educators, hereafter the Union. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the parties on December 14, 1983 which failed to result in voluntary resolution of the dispute. The matter was thereafter submitted to the undersigned for final and binding determination by the submission of exhibits and briefs, the exchange of which was completed by March 14, 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 1982-1983 school year. In dispute are issues related to the salary schedule, dental insurance, and Co-Curricular and Extra-Duty pay. In addition, issues have arisen over comparability which have a significant impact on the other substantive issues in dispute.

Therefore, comparability will be initially addressed. Thereafter, the merits of the substantive issues in dispute will be addressed individually. Finally, the relative merit of the total final offer of both parties will be addressed.

COMPARABILITY

District Position

The District believes this Arbitrator should use those districts selected by Arbitrator Stern in an arbitration proceeding between these same parties in 1978. At that time, Arbitrator Stern chose to include all schools within the Heart O'North Athletic Conference plus four other school districts in the CESA #4 group which were larger in size than the smallest school in the Heart O'North Conference. It should be noted that in the prior arbitration proceeding, Arbitrator Stern did not agree entirely with either the District or NUE on the comparability issue. These selected school districts were Amery, Barron, Bloomer, Chetek, Cumberland, Hayward, Ladysmith, Maple, Osceola, St. Croix Falls, Spooner and Unity.

Additionally the District asserts that the Union's argument that the "historical comparables" should be disregarded because only two have settled is unfair. This is so since these early settlements may very well reflect extraordinary circumstances, such as catch-up situations, change of administrations, or local political pressures. Secondly, the Arbitrator should not ignore the emerging pattern within the "historical comparables." The Union, in this case, represents nearly all the teachers in these unsettled

districts and the economic package they have presented here is virtually the same as the ones they have submitted in these other unsettled districts. Further, the school districts themselves have as their final offers economic packages which also approximate the District's offer here. Based upon recent arbitral decisions and the fact that the Union is not likely to prevail in all the historically comparable districts, comparison of the final offers of the districts in arbitration can and should be made. This trend was recently recognized by this Arbitrator in School District of LaCrosse, Dec. No. 19714-A, 1/83.

Further, the District submits that at least six of the Districts proposed by the Union as comparables are, in 1982-83, in the second year of a two-year contract. Both this Arbitrator, in LaCrosse, and others have discussed how such multi-year agreements cannot be determinative of disputes to be resolved at this time because they were often arrived at in significantly different economic circumstances.

In this case, comparability with other school districts must be given less weight because so few of the historical comparables have settled. All that is currently known is the fact that the parties' final offers here are very similar to other unsettled districts' final offers; no one can predict their outcome, however. Significantly, two districts which did settle recently, one which the District proposes as a comparable (Bloomer) and one which the Union proposes (Menomonie), both settled on packages which are much closer in line with the District's offer than the Union's - Bloomer at 8.7% and Menomonie at 7%.

This argument also applies to any benchmark comparison approach, since few comparables have settled.

Finally, the District believes that other area settlements outside of school districts should be considered, including settlements by the District with other groups, negotiated settlements by Barron County and its employee groups, by Barron County private employers and by other area public and private employers and their employees.

Union Position

Of the 12 districts which Arbitrator Stern used and which the District submits are "historical comparables," only two have settled. The Union, on the other hand, has proposed comparables which are in accord with the criteria which this Arbitrator used in Lake Holcombe School District. Here, as in that case, few settlements have been reached in traditional comparables, so instead the Union has proposed settled districts used previously and a number of similarly sized districts in the contiguous CESA Districts #1 and #5. These districts are Altoona, Amery, Arkansaw, Baldwin-Woodville, Bayfield, Boyceville, Bruce, Clayton, Drummond, Durand, Elk Mound, Ellsworth, Elmwood, Hudson, Maple, Menomonie, Mondovi, New Richmond, Plum City, Port Wing, Prescott, Somerset, Spring Valley and St. Croix Central.

The District argues that, if CESA #1 and #5 school districts are to be used, then why not also use schools from CESA districts #2 and #6. However, no evidence was submitted by the District in this regard and, therefore, no basis for such comparisons exists in this record.

Further, the District claims that reports by the Wisconsin Association of School Boards and that current arbitration decisions contravene the alleged settlement pattern in northwest Wisconsin claimed by the Union; however these claims are unsubstantiated by the evidence in the record and are therefore unwarranted.

The Union does acknowledge that six of its proposed twenty-four comparable districts are in the second year of two-year agreements and that arbitrators have generally given less weight to such

settlements; however even if these districts are discounted, the remainder of the Union's proposed comparables still constitute a broad sample of similar sized districts in northwest Wisconsin which should be utilized as comparables.

Furthermore, it should be noted that only four of the Union's proposed comparable districts are further geographically from Rice Lake than the one athletic conference school which has already settled for 82-83.

Finally and most importantly, the District has provided no comparability evidence for the year 1982-83. There can be no doubt that the District wishes to ignore comparability in this dispute. The Union, on the other hand, believes comparability continues to be an important criterion to be applied herein and that the evidence submitted by the Union is clearly appropriate in these circumstances.

Discussion

There is no question in the undersigned's mind that the most appropriate set of comparables in this proceeding would be the District's, had there been a sufficient number of completed 1982-83 agreements negotiated in the current round of bargaining among said districts. However, such is not the case. As of the date of the preparation of this award, the undersigned is aware of only four of the District's proposed comparables which have completed 1982-83 agreements, three of which were completed in the current round of negotiations. Thus, although these four districts are relevant as comparables, they are insufficient in number, particularly since the Amery agreement must be given lesser weight because of the fact that it is the second year of a multi-year agreement, to constitute a reliable settlement pattern in the comparable districts.

With this in mind, the undersigned believes that it is fair and reasonable to consider, as lesser comparables, 1982-83 settlements in similar size school districts in the same geographic region which are not distinguishable based upon other considerations such as proximity to urban centers.

The Union's proposed comparables generally meet the foregoing criteria in that they approximate in size the comparables utilized by the parties in the past, most are as geographically proximate to the District as are the districts in its Athletic Conference, and they exclude urban districts and districts contiguous to them. Thus, in the undersigned's opinion, it is legitimate to utilize the Union's proposed comparables, to the limited extent that they may reflect the general value of teacher settlements in the region, which in effect constitute in most instances the voluntary response of school districts and teachers' associations in the region to an economic environment which presumably has affected them all somewhat similarly. Such a limited comparable analysis is appropriate in these particular circumstances only because reliable comparative data is not available for the most comparable districts and because there has been no persuasive showing that the Union's proposed comparables are distinguishable from the comparables utilized by the parties in the past, based either upon their relative size, location, or relative ability to support their educational programs, which issue is not in dispute herein.

In utilizing the Union's proposed comparables, it is important to note that there are a number of limitations which exist pertaining to the reliability and utility of the comparability evidence submitted by the Union, which in turn, limits the value of the comparisons the undersigned can make based upon said data.

In this regard, for reasons which the undersigned has discussed on several occasions in past arbitration awards, because of the rather volatile economic environment which has occurred over the past year, 1982-83 settlements which have resulted from negotiations in the current round of bargaining must be given significantly more weight than 82-83 settlements which occurred as part of

multi-year agreements which were negotiated in many instances in a significantly different economic environment.

In addition, since specific conditions of employment, including salaries and specific fringe benefits have, to date, normally been negotiated in the context of rather local considerations, including reference to geographically proximate comparables, the undersigned believes it would be inappropriate at this time to begin to compare the District's salaries and benefits with specific salaries and benefits set forth in the Union's proposed comparables, since they have not been traditionally utilized by the parties, or by arbitrators to the undersigned's knowledge, in determining what salaries and fringe benefits are reasonable and appropriate in the District. Thus, rather than utilizing traditional salary benchmark comparisons, or making specific comparisons of fringe benefits based upon the Union's proposed comparables, the undersigned believes it is more appropriate to compare the value of improved salaries and fringe benefits to affected teachers in the proposed comparables, to the extent that the record permits such a comparison.

In this regard, the record evidence is somewhat deficient. While salary benchmark comparisons between 81-82 and 83-83 salary schedules are included in the record, such comparisons do not accurately reflect the value of salary improvements to the affected teachers since they do not take into account variations in experience and/or education increments. In addition, the Union's comparative salary data only presents benchmarks for salary schedules which in at least some instances, including this District's 81-82 school year, were not implemented at the beginning of a school year. Thus, the value of salary improvements, in terms of what the actual increases received by affected teachers are, cannot reliably be determined based upon the evidence submitted by the Union herein.

However, with all of the foregoing in mind, the undersigned believe that the record is sufficiently complete to allow for general salary comparisons with the Union's proposed comparables, since a comparison of the value of the increases granted at traditionally utilized salary benchmarks should provide at least a generally reliable portrait of the range of salary settlements among said districts, recognizing of course that precise determinations cannot be made in this regard based upon the evidence submitted herein.

Relatedly, it must also be noted that no contention has been made by the District that its salary schedule is sufficiently unique in its structure to make salary benchmark comparisons either unreliable or invalid. Absent evidence that the structure of the District's salary schedule is distinct in that regard, it seems reasonable to conclude that a comparative analysis of the value of increases at salary benchmarks will enable the undersigned to make a relatively fair assessment of the relative comparability of the parties salary offers, based upon the regional comparisons proposed by the Union.

While in many instances it might be preferable to compare the economic value of the total package of salaries and fringe benefits

SALARY SCHEDULE

The District proposes increasing each cell of the salary schedule by 5%. The Union proposes increasing each cell by 8.75%. The District's proposal amounts to a 7.9% salary increase; the Union's amounts to an 11.8% increase.

District Position

The District submits that the method it used for costing the parties' proposals is proper and is in accord with the method endorsed by this Arbitrator in earlier decisions. This method compares the total package cost of the 1981-82 year with that of 1982-83, using the same employee population. The Union, on the other hand, would have 1.4% subtracted from the total cost of the District's final offer because the 1981-82 contract included deferred retroactivity. This position is both unreasonable and in error since there was no agreement how the deferral of retroactivity in 1981-82 would affect the costing of the parties' successor agreement. Absent such an agreement, actual cost to the employer for a standard employee population should be compared. This Arbitrator agreed with this position in the LaCrosse School District decision and it should be utilized herein.

Additionally, the District's offer is much more reasonable when compared with the All Cities Index C.P.I. In this regard the annualized increase of the CPI from July, 1981 to December, 1982 has shown a dramatic decrease. Both the total package negotiated for the prior school year and the value of the District's total final offer this year are well above relevant CPI increases. Several recent arbitration decisions in which employer offers have been selected have relied heavily upon the fact that the employers' offers were well above relevant CPI increases. ^{1/} This principle should hold here since the District's proposal is clearly more reasonable in light of recent CPI figures.

The Union argues that reference to the CPI should be made from the Minneapolis-St. Paul index because of its proximate location to the District. The District believes that such proximity does not warrant reliance on this index, especially since Amery, a concededly comparable district much closer to the Twin Cities, has keyed a reopener clause to the All Cities index utilized by the District here. In any case, no matter which index is utilized, the District's final offer is more reasonable in light of the current rate of inflation.

The District has chosen not to burden this Arbitrator with various agreements of comparable school districts showing the fringe benefit packages of each. Suffice it to say that, as the Arbitrator looks at the benefits of the parties' collective bargaining agreement, it will reveal the fact that the employees of this District enjoy substantially the same benefits as their counterparts in comparable districts, no matter which final offer is selected.

The final and most significant factor which the District submits makes its proposal the more reasonable of the two is the current state of the economy. The District has incorporated a number of exhibits in its submission which demonstrate that high unemployment, plant slowdowns and shutdowns, and modest wage increases are prevalent. This trend is especially noteworthy in the District's geographic region because of its reliance on agriculture and small industry which have been among the hardest hit sectors of the economy. The District draws the Arbitrator's attention to Arbitrator Mueller's decision in Madison Area VTAE wherein the downturn in the economy weighed heavily in favor of the employer's final offer. Interestingly, in that case, comparability and cost of living were considered by the Arbitrator to be almost equally supportive of both parties' positions. In this case, however, since these factors support the District, it should be obvious that the District's final offer is more reasonable than the Union's, and thus it should be incorporated into the parties' collective bargaining agreement.

^{1/} Citations omitted.

Union Position

The public interest will be best served if the District can maintain a quality teaching staff by not falling behind in its ranking among comparables, which if it were allowed to occur, would make the District less competitive in terms of having a high quality educational staff. The Union's final offer will prevent such a decline.

The Union submits that its utilization of the Minneapolis-St. Paul CPI index is preferable to the All Cities Index which is proposed by the District. The Minneapolis-St. Paul index is preferable simply because northwest Wisconsin is within the Minneapolis-St. Paul geographic region. This index demonstrated an increase in the CPI of 10.1% from June, 1981 to June, 1982, the year immediately preceding the term of the instant contract. Additionally, the record indicates that since 1978, teachers in the District have lost real income as a result of inflation. This manifest loss clearly supports the reasonableness of the Union's offer.

In this regard, experience increments and educational advancement increases should not be considered as inflationary offsets. These are contractual commitments which reward teachers for their experience and training - they are not meant to provide teachers protection against inflation. If they were, there would be no reason for experience increments to ever terminate.

The District has improperly included in its calculation of costs the 1.4% deferred retroactivity negotiated in the previous contract. To allow this now to be included as part of the total cost would result in the employees making the same 1.4% sacrifice in 1982-83 that they made in 1981-82. If this were the intent of the parties, then they would have negotiated a lesser rate for the 1981-82 contract in contrast to the deferred retroactivity which was negotiated. Costing of the parties' packages should therefore not include the 1.4% deferred retroactivity which occurred in 1981-82, and the District's costing should therefore be reduced by that amount.

The District urges that the "historical comparables" used by Arbitrator Stern in 1978 should be utilized as the comparables in this case. In that case, the Arbitrator stated that since Rice Lake is the largest district of all the comparables, its salary schedule should at least be equal to all other districts in CESA #4. The exhibits presented by the Union show, however, that the District was no higher than 4th and as low as 10th among those comparables at five basic salary benchmarks in 1981-82. Further, the settlements in 1982-83 in Maple and Amery reveal that, under the District's final offer the District would lose ground to these districts, while the Union's offer would provide some needed catch-up.

The District also argues that the Arbitrator should consider comparisons with other employee groups within the school district. If one looks at the total packages which these groups have received, including substantial vacation improvements to non-teaching, non-administrative units and salary increases to administrative personnel, the Union's proposal is clearly more in line with increases granted to other district employees.

The evidence introduced by the District pertaining to non-teaching comparables does not satisfy the comparability criteria set forth by this Arbitrator in Mishicot School District (19849-B), which include: 1) similarity in level of responsibility and services provided by, and training/education required of such employees; 2) geographic proximity; and 3) similarity in size between employers. Because the record does not indicate that the District's proposed non-teaching comparables satisfy these criteria, such evidence should not be considered persuasive in this proceeding.

The Union, on the other hand, has clearly utilized these criteria in proposing comparables, all of which constitute school districts

similar in size and located within an 80-mile radius. Utilizing these comparables, both including and excluding districts which are in multi-year agreements, a dramatic loss of salary ranking will occur if the District's proposal is accepted. On the other hand, the adoption of the Union's proposal will closely maintain the rank the District had in 1981-82. The significance of this comparability evidence is enhanced by the fact that the comparable districts represent a substantial number of teachers in northwest Wisconsin, and do not include the largest three school districts in the region, while very small school districts in the region were included.

Finally, the District argues that the economic conditions which exist statewide and nationally support the reasonableness of its offer. The Union, however, has demonstrated that the local economic picture is certainly not as bleak as the rest of the State nor the nation. While no one would argue that there is not a general economic malaise in the Country, the local area in which Rice Lake is located is not suffering the same amount of economic hardship as other areas. Also, the District in particular is in excellent financial shape, which lends support to the reasonableness of the Union's proposal.

Discussion

Initially, the undersigned must make a determination regarding the value of the parties' respective salary proposals. Absent a specific agreement between the parties regarding how the delayed implementation of the 1981-82 salary schedule would be costed in the negotiations of the parties' successor agreement, the undersigned believes that the District's actual 1981-82 salary costs must be utilized in determining the value of the parties' 1982-83 proposals. Absent such an agreement on costing, which has in fact occurred on several occasions elsewhere to the undersigned's knowledge, credit must be given to the value of all improvements over actual 81-82 costs, since such a costing method most accurately reflects the value actually received by teachers in the District both in 81-82 and 82-83 who will actually enjoy the awarded improvement in benefits. Thus, utilizing the District's costing method, the District's salary proposal would result in an approximate 7.9% increase while the Association's salary proposal would result in about an 11.8% increase.

For reasons discussed above, although it is not absolutely clear what the value of the total salary increases in comparable districts are, based upon the evidence that is available, it would appear that the Union's salary proposal is much more in accord with comparable settlements than is the District's. In this regard, both Maple and Ladysmith, which are "historical comparables" have implemented salary schedules resulting from this round of negotiations which include increases at each of five salary benchmarks in excess of 8%. In fact, these increases range from 8.2% to 8.9%. The Amery settlement, which is part of a multi-year agreement, also includes benchmark increases ranging from 8.6% to 9%. On the other hand, it would appear that the 82-83 salary schedule in Cumberland much more approximates the increases proposed by the District than the Association.

Looking beyond the historical comparables, the range of the averages of benchmark increases among thirteen regional districts which settled during this round of negotiations is between 8.7% and 9%. These percentage figures are also consistent with settlements in those regional districts which are in the second year of multi-year agreements.

Based upon the foregoing, it seems clear that the Union's proposed 8.75% increase in each cell of the salary schedule is very much in accord with the level of salary settlements which have been entered into by numerous school districts and teachers in the surrounding area. While it must be conceded that a majority of the District's primary or historical comparables have not as yet

settled, the undersigned cannot ignore the substantial number of settlements in the area which clearly support the Union's position herein. Though the pattern may be less clear when all of the settlements are in, the number of settlements which are in is sufficient to support the reasonableness of the Union's contention that current teacher settlements in northwest Wisconsin are in accord with its position, even though such settlements may be somewhat more generous than teacher settlements have been elsewhere in the State.

In this regard although the District asserts that settlements in other nearby CESA districts are not as generous as those submitted by the Union, no evidence supporting that claim is contained in this record. While the undersigned is generally aware of the fact that settlements and a good number of arbitration awards in districts located elsewhere in the State have resulted in lesser salary increases than those proposed by the Union herein, there is little evidence which refutes the Union's assertion that in northwest Wisconsin, the settlement pattern is relatively uniform and somewhat distinct.

There are several factors which may explain, at least in part, this relatively unique settlement pattern. Most importantly, it would appear that the impact of the economic recession has not been as great in the northwest region of the State as has been the case elsewhere. In this regard the record indicates that unemployment in Barron County has been appreciably below state levels. In fact, in December of 1982, it was only 6.9%. In addition, there is no evidence in the record that there have been significant increases in tax delinquencies, as has been the case in many other sections of the State. Furthermore, it is also significant that school taxes appear to be relatively low in the area - in 1982 the mill rate was at a three-year low and there were no property taxes in the town of Rice Lake. Thus, it does not appear that the citizenry of Rice Lake have been as significantly affected as others by the adverse economic environment which has had such a devastating impact on the levels of unemployment and tax delinquencies elsewhere in the State.

With these factors in mind, it cannot be argued as persuasively as it can elsewhere in the State that it is in the public's interest to hold the line on teacher's salaries this year. While it must be conceded that the public may find it difficult to understand why a salary settlement worth 11.8% is necessary in these economic times, when so many others in both the public and private sectors are receiving much more modest increases, if any at all, the undersigned believes that in these specific circumstances, several objective criteria support the relative reasonableness of the Union's salary proposal. The most important criterion, which has been discussed above, is comparability. Apparently, settlements of the magnitude proposed by the Union herein have been deemed acceptable by a good number of school boards in the region. In the undersigned's opinion, this constitutes the best measure of what a reasonable settlement should be, assuming that to the extent possible the results of proceedings such as this should be in accord with what the parties would have agreed to in a free collective bargaining process.

In addition to comparability, while it must be conceded that the Union's proposal will result in some gains in real income, above and beyond cost of living increases, such gains in real income are relatively modest. In this regard the undersigned believes it is more appropriate to utilize the Small Metro or All-Cities CPIs rather than the Minneapolis-St. Paul CPI to determine the impact of inflation on a community such as Rice Lake, because of its size, location, and economic base. Applying these indices, it would appear that during the year preceding the contract year in dispute herein, that the teachers, as well as the other citizenry in Rice Lake, lost between eight and nine percent of their real income to inflation. Thus, assuming the average teacher in the District receives an increase under the Union's offer of approximately

11.8%, that teacher will receive an increase in real income of less than 4%. Under the District's salary proposal, the teachers, who would receive an average 7.9% increase, would be lucky to stay even.

Although it is evident from the foregoing discussion, perhaps it should be noted in this regard that the undersigned believes it is fair and appropriate to consider the value of automatic experience increments and improved fringe benefits in assessing how well teachers have fared in light of cost of living increases.

One might reasonably ask why teachers should be better insulated from the ravages of inflation than other public and private sector employees who have settled for considerably less. The undersigned cannot, in all candor, provide an answer to that question which will satisfy everyone. However, it seems fair and reasonable to afford the District's teachers such protection where no public harm in the form of harmful program cuts and/or inequitable tax increases will result therefrom, where most of their fellow teachers in the area are receiving similar protection, and where, as many in the education community and elsewhere are beginning to concede -which is clearly evidenced by the record herein,-that teaching is one of the most underpaid professions in public service today.

The foregoing conclusions require the undersigned to address one additional issue related thereto and that is the fact that other public and private sector settlements in the area support the comparability and therefore the reasonableness of the District's salary proposal. While this is clearly the case, the undersigned believes that more weight must be given to relevant teacher settlements since they involve employees with similar responsibilities and training who work in the rather unique employment environment which public education affords. The distinction between teachers and other public sector employees has long been recognized by the parties on a voluntary basis, and it has sometimes worked to the advantage and sometimes to the disadvantage of the profession. Because this clear distinction exists, comparability analyses and determinations cannot ignore it.

The undersigned believes it is also relevant to the foregoing conclusions regarding the parties' salary proposals that in terms of salary ranking among its primary or historical comparables, the District's salary schedule was right in the mainstream in 1981-82. Accordingly, no case has been made that the District's salaries were too high and/or that they were out of line in 1981-82, which might in turn have justified a lower than average salary settlement this year.

Based upon all of the foregoing considerations, it is the undersigned's opinion that the Union's salary proposal is the more reasonable of the two submitted herein.

DENTAL INSURANCE

The District proposes a dental insurance plan costing \$2.81/month for a single premium and \$10.16/month for a family premium. The Union proposes a plan costing \$7.49/month for single and \$24.63/month for family coverage. The District also proposes retroactive payment of the premium equivalent if its offer is selected.

District Position

The District has agreed to add dental coverage to its health insurance benefits. However, the addition of new benefits, especially in economic times when cutbacks of benefits are occurring, is not easy. In such circumstances implementation of a very expensive, high coverage plan simply is not reasonable.

The Union, in this instance, has returned to historical comparables in comparing dental insurance coverage. It is not disputed by the

District that, of the school districts which have dental coverage (50%), that coverage is more extensive and expensive. The District should be allowed, however, to implement this new benefit in a more modest manner, which would allow increases in benefits to be negotiated by the parties in future rounds of negotiations.

Union Position

The Union's dental insurance proposal is quite comparable to the coverage provided by other comparable districts. The District argues that such a plan is extremely luxurious and that other districts have developed their plans over time. No evidence supports this contention. The District's proposal, additionally, has no comparables to support it. The Union's proposal obviously does. Finally, because of the delay in implementation, the economic impact of the Union's proposal will be much smaller this year than originally anticipated. Altogether, the above factors support the relative merit of the Union's proposal.

Discussion

Although many of the District's historical or primary comparables have not settled their 1982-83 agreements, five out of thirteen provide dental insurance benefits. Of these five, the average board contribution toward single coverage is \$9.26/month, and the average contribution toward family coverage is \$28.17/month. District contributions for single coverage range from \$7.48 to \$10.31/month, and for family coverage, they range from \$18.22/month to \$31.09/month.

Because of the fact that most of the primary comparables have not yet settled for 1982-83, it is impossible to determine which of the parties' final offers with respect to this issue is the more comparable of the two. This problem is confounded by the changing nature of dental insurance coverage in public education, by the significant variations in coverage which are available and which have been adopted by other parties, and by the myriad of choices which are available to all concerned regarding the priorities and costs of various combinations of health and/or dental insurance coverage.

Because of all of these factors, and because in this instance dental insurance coverage, at least under the Union's offer, will have an inconsequential cost impact this year because of delayed implementation, no determination will be made herein on the merits of the parties' proposals on this issue alone. Instead, their relative reasonableness will be evaluated as a cost component of each of the parties' total final offers.

CO-CURRICULAR PAY

The District proposes increasing the point value to \$24 per point, while the Union proposes an increase to \$26 per point.

District Position

The District proposes approximately an 8.8% increase in co-curricular pay, which is nearly the same as its offer on wages and benefits. The District is close to the top in salaries paid for athletic coaches among the comparables based upon 1981-82 figures. It is anticipated that the District will maintain its ranking if the District's offer is selected here.

Union Position

While the total economic impact upon the District will be slight if the Union's offer on co-curricular pay is selected, it will have a great impact upon the individual teachers involved. Co-curricular activities take up a great deal of outside time and involve people with special skills. Therefore, premium pay should be used to attract volunteers (which the District has in the past

had difficulty doing) and to give recognition to the commitment made by these people.

Discussion

The record indicates that the District's co-curricular pay schedule is superior to the schedules in most of its primary comparables. Absent evidence that other comparable districts have significantly improved their schedules in this regard, the District's proposal, which amounts to increases equivalent to relevant cost of living increases during the preceding year, would appear to be the more reasonable of the two proposals submitted herein.

EXTRA-DUTY PAY

The District proposes continuing extra duty pay at \$6.00 per hour. The Union proposes an increase to \$8.00 per hour.

District Position

The District proposes to leave the compensation for extra-duty pay at \$6.00 per hour. The type of duties involved do not warrant an increase of 33% which the Union proposes. Additionally, each event always involves at least three hours, which means the District was again at the top of all its comparables for the 1981-82 year. There is no reason to conclude that maintenance of this rate will cause a material deterioration of the District's comparable standing. Finally, while the Board does believe it is important to use teachers for these activities, it does not feel the skill level necessary for the performance of these tasks warrants \$8.00 per hour, an hourly wage far above that given other non-instructional employees who perform similar duties.

Union Position

The Union submits that extra duty pay should be equal to substitution pay, as it was in the past. Further, the District is being inconsistent by insisting on wanting professional persons to perform these duties, but not wishing to pay them more than non-instructional employees. Overtime pay, such as time and a half, is not being requested. In fact, the requested pay for extra duty is less than the salary schedule minimum rate. The Union's proposal does not even meet this figure of \$9.00 per hour. However, it is much closer to said figure than the District's \$6.00 offer. This is a small expense to the District, but again, it is important to the few individuals who must utilize their skills for such duty.

Discussion

The record does not provide sufficient data for the undersigned to reliably determine which of the parties' proposals on this issue is supported by the practice in comparable districts. Absent such evidence, and absent evidence in the record as to whether such duties are assigned or voluntary, the undersigned does not believe he can make a fair determination on the merits of the parties' respective proposals on this individual issue.

TOTAL FINAL OFFER

For reasons discussed above the undersigned has determined that the Union's salary proposal is the more reasonable of the two submitted herein; that the District's co-curricular pay proposal is more reasonable than the Union's; that no determination can be made regarding the relative merit of the parties' extra-duty pay proposals, and that the relative merit of the dental proposals must be determined on the basis of the relative reasonableness of the total economic package proposed by each party.

In that regard, the District's total economic offer amounts to approximately an 8.5% increase, which includes retroactive payment of the equivalent of dental insurance premiums.

The Union's total economic package may cost the District slightly more than 12% depending upon whether its dental insurance proposal can be implemented before the end of this school year.

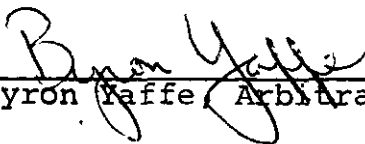
Based upon the fact that the major difference between the parties is their dispute over salaries, and the fact that the salary dispute accounts for the overwhelming portion of the dollar difference between the parties, and furthermore, based upon the fact that the record seems to indicate that the Union's total economic package is more in accord with the majority of the settlements in the region than is the District's total package, the undersigned believes that the Union's total final offer should be adopted herein.

For all of the foregoing reasons, the undersigned hereby renders the following

ARBITRATION AWARD

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

Dated this 9th day of May, 1983 at Madison, Wisconsin.


Byron Yaffe, Arbitrator

RECEIVED

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

MAY 24 1983

WISCONSIN EMPLOYMENT
RELATIONS BOARD

----- x	:	
	:	
In the Matter of the Petition of	:	
	:	
NORTHWEST UNITED EDUCATORS	:	Case XXVIII
	:	No. 30160
To Initiate Mediation-Arbitration	:	MED/ARB-1839
Between Said Petitioner and	:	Decision No. 19977-B
	:	
SCHOOL DISTRICT OF RICE LAKE	:	
	:	
----- x	:	

On May 9, 1983 the undersigned issued an arbitration award in the above matter in which it was directed that the Union's final offer be incorporated into the parties' 1982-83 collective bargaining agreement.

Pursuant to the District's request, and concurrence by the Union, the matter has been reopened for reconsideration based upon the fact that an error in fact was contained in the original award.

In that regard, on page 7, paragraph two in the "Discussion" section of the Award, the undersigned stated:

"In this regard, both Maple and Ladysmith, which are 'historical comparables' have implemented salary schedules resulting from this round of negotiations which include increases at each of five salary benchmarks in excess of 8%. In fact, these increases range from 8.2% to 8.9%."

Based upon a re-examination of the evidence in the record and the post award assertions of both parties, it is apparent that the foregoing statement is not accurate in that the Maple settlement included rate adjustments which were generally slightly more than 6% rather than in excess of 8% as indicated above.

Based upon the foregoing, it would appear that of the settled primary comparable districts, two - Maple and Cumberland - support the reasonableness of the District's salary proposal, while two others - Ladysmith and Amery - support the reasonableness of the Association's.

That still leaves eight of the twelve primary comparables unsettled, with no clear settlement pattern having developed among those few which have settled.

Based upon this rather unreliable basis for comparison, the undersigned believes it continues to be appropriate to consider the pattern of settlements proposed by the Union as a secondary basis for comparison, under the conditions and limits set forth in the original award issued herein.

Based upon said comparisons, the Association's proposal continues to merit selection in the instant proceeding based upon its consistency with the relatively unique pattern of settlements which has occurred in the northwest region of the State.

For the foregoing reasons, the undersigned hereby renders the following

SUPPLEMENTAL ARBITRATION AWARD

The final offer submitted by the Union herein shall be incorporated into the parties' 1982-83 collective bargaining agreement.

Dated at Madison, Wisconsin this 23rd day of May, 1983.

Byron Yaffe
Byron Yaffe, Arbitrator