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STATE OF WISCONSIN  
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Arbitration

between

The Wonewoc/Union Center  
Education Association

-and-

The School District of Wonewoc/  
Union Center

OPINION & AWARD

Interest Arbitration

WERC Case No. 29989

MED/ARB-1775

Decision No. 19985-A

Before: J. C. Fogelberg,  
Mediator/Arbitrator

Appearances -

For the Association:

Gerald Roethel, Executive Director, Coulee Region United  
Educators  
Sue Parkhurst  
John Cler  
Danell Sulik

For the Board:

Oscar Pynnonen, Superintendent  
Dorothy Ennis  
Gordon W. Shore

Preliminary Statement -

The Wonewoc/Union Center School District, situated in the southwestern portion of the state of Wisconsin, had an enrollment for the 1981-82 school year of 506 students who were taught by approximately 33 instructors being represented for the purposes of collective bargaining by the Coulee Region United Educators.

The record shows that the Parties exchanged their initial proposals on February 25, 1982 concerning matters to be included in a new collective bargaining agreement to succeed the 1981-82 contract. Subsequently both sides met on three separate occasions in an effort to reach a voluntary settlement of those issues to be altered for the 1982-83 school year, but were unsuccessful in reaching an accord. Thus on June 21, 1982 the Association filed a petition with the Wisconsin Employment Relations Commissions requesting initiation of the mediation/arbitration process pursuant to Section 111.70(4)(cm)6, of the Wisconsin Statutes. On August 24, 1982 and again on October 4 a member of the Commission's staff conducted an investigation on behalf of the WERC, which resulted in the conclusion that the Parties were deadlocked in their negotiations. Thereafter, the Board and the Association submitted their respective final offers and on October 11, 1982 the Commission certified the impasse and ordered that the Parties select a mediator/arbitrator.

On October 27, 1982 the Commission notified the undersigned that he had been selected as the neutral to serve the Parties in an attempt to resolve the impasse that existed. Accordingly, on February 21, 1983 the Mediator/Arbitrator met with the Association and the District whereupon efforts were undertaken by the Neutral to reach a settlement through mediation. 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 about March 18, 1983. Subsequently additional information was forwarded to the Neutral concerning other arbitration awards from schools in the immediate geographic proximity to Wonewoc — the last of which was received on March 28, at which time the hearing was deemed officially closed.

The Issues -

The following issues remain at impasse between the Parties:

- 1) Salary increases to be awarded for the 1982-83 school year.
- 2) Extracurricular pay for the same period of time.
- 3) Health insurance benefits.
- 4) Dental insurance benefits.

Position of the Parties -

Association's Position: For the term of the 1982-83 Contract the teachers seek an increase on the salary schedule of approximately 7.8%. This is to be accomplished by increasing the B.A. base salary by \$670 to \$12,200 in 1982-83, by increasing

the incremental steps to \$400 and adjusting the lane differentials to \$230. The newly proposed schedule of the Association is included in this Award and set forth as Appendix "A" attached.

For the extracurricular salary compensation, the Association has proposed to increase the payments by a total of \$3,900 resulting in increases varying from \$200 to \$450 at the various coaching positions and from \$15 to \$25 for the advisory staff assignments. The newly proposed schedule for extracurricular positions is also attached to this Award and marked as Appendix "B".

In addition, the Association proposes to maintain the current \$0 deductible which applies to surgical/medical benefits and hospital benefits and the \$100 deductible which would apply to the major medical expense benefits. Specifically the WUEA propose the following language:

"Health and hospital insurance will be on the following basis: the District will pay full cost of the single plan and \$145.82 for the family plan (dollar amount). This includes a \$0 deductible which applies to the surgical/medical benefits and hospital benefits and a \$100 deductible for the major medical expense benefits."

Finally, for the life of the 1982-83 contract the Association seeks the continuation of the current practice in the District of full contribution on the part of the Employer

towards dental insurance premiums.

District's Position: The School Board, on the other hand, has proposed an increase over the 1981-82 wages of 6% whereby each cell on the schedule would receive a \$700 adjustment. This newly proposed schedule, like the Association's, is set forth and marked as Appendix "C" attached to this Award. Additionally, for the life of the current agreement, the Employer has proposed to retain the current extracurricular salary schedule as indicated in the 1981-82 Master Contract.

As regards the matter of insurance benefits, the School Board has made the following offer for their final position:

"Health and hospital insurance will be on the following basis: the District will pay full cost of the single (\$48.08) and \$121.92 for the family plan (dollar amount). This plan includes a \$100 deductible which applies to all benefits and is accumulative over the calendar year."

Finally, in terms of the dental insurance coverage, the District proposes that this year's dental insurance amounts of \$11.70 for the single plan and \$34.62 for the family rate, be paid by the School Board.

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.

Not unlike the vast majority of other impasse disputes throughout the state, the Parties to the instant dispute rely extensively upon the single criterion of comparability in arguing the fairness of their respective positions. In this regard both sides agree that the schools within its own athletic conference (the "Scenic Bluffs" conference) are the "primary group" with which their offers should be compared. Beyond the conference grouping however, the District and WUEA have sought separate collections of schools for comparison purposes in an effort to advance the reasonableness of their respective positions. Claiming that the settled schools within the conference are insufficient in number to constitute a valid comparability group of and by themselves, the Association has urged that settlements within the CESA No. 11 and 12, be also taken into consideration. The District, on the other hand, has cited settlements in the Ridges and Valleys athletic conference as Wonewoc had competed with many of these schools on a regular basis until approximately three years ago. While there are certain similarities within each of the comparable groupings relied upon by the Parties, there are also a significant number of differences that serve to diminish the validity of both groupings when compared to Wonewoc and the Scenic Bluffs conference. The

teacher bargaining unit argues that there are insufficient settlements within the athletic conference and thus CESA 12 and 11 must also be utilized in order to ascertain the reasonableness of their position. CESA 12 however is for the most part, comprised of schools much larger than Wonewoc whose ranking is at or near the bottom in terms of average daily student membership and full-time faculty equivalents. While the District has urged the Neutral to consider settlements in the Ridges and Valley conference due primarily to its overall "rural" makeup, the Arbitrator notes that most of the districts comprising Scenic Bluffs are also primarily rural farm communities. On balance therefore it is perceived that the most logical basis for external comparisons comes from within Wonewoc's own conference. Though the Union asserts that there have been an insufficient number of new contracts within Scenic Bluffs in effect for the current school year, thus only a limited direction may be gleaned from these settlements, the Arbitrator notes that with the relatively new accord reached in Bangor and the awards issued in New Lisbon and Cashton, six of the seven districts (excluding Wonewoc) now have a settled contract for the 1982-83 academic year. In light of the historical use of the conference schools, the stipulation by both sides that this should be the primary comparable grouping and the majority of settled contracts, the Neutral finds that a significant pattern can be ascertained

from examining these new contracts for purposes of comparing the final positions of the Association and the District to determine which is the most reasonable.

In this regard the Arbitrator finds that the weight of the evidence clearly favors the Association's last best offer. Specifically a compilation of the mutually settled contracts in the District in addition to the two awards issued, demonstrate that an implementation of the Association's position would most closely parallel the established patterns within the conference. For example at the B.A. maximum level, the average increase within the conference is \$1,040 for the current school year. An implementation of the District's proposal (\$700) would result in a differential of \$340 from the conference average. The Association's position however (an increase of \$1,090 at the B.A. maximum level) varies from the conference norm by only \$50. Further, as regards this step on the salary schedule, Association Exhibit 18 examines the relative ranking of the B.A. maximum step in Wonevoc within the conference over the preceding five academic years. As was demonstrated, in 1980-81 Wonevoc's ranking dipped to fifth in the conference (it had been consistently ranked fourth in the preceding years) and remained there for the following contract year. An implementation of the Employer's final position (\$17,380) would consequently drop Wonevoc to at least a ranking



of sixth amongst the conference schools — but more than likely, to seventh given ECEDAH already high rank at this level on the salary schedule. Conversely an award of the Association's position will at the minimum retain Wonevoc's 1981-82 ranking within the conference in fifth place. It should be noted that for purposes of analysis, this particular benchmark rate on the salary schedule is being utilized in light of the distribution of faculty at Wonevoc. An examination of the matrix as presented by the School District indicates that approximately 18% of the faculty are currently placed on the last step of the B.A. schedule. Indeed, even a cursory examination of the distribution material indicates a relatively mature staff with 36% at the top, and over 50% of the entire staff found at steps 10 through 14.

Faculty distribution at the top end of the schedule is further evidence favoring the Association's position. By offering a flat \$700 across-the-board salary increase, the School District is affectively granting those at the top of the B.A. lane a 4.2% salary increase for the 1982-83 school year. Moreover an award of their position would result in over one-half of the entire teaching staff receiving approximately the same percentage increase. This amount of improvement is well below the conference average of 6.2% for the same contract period (excluding again, ECEDAH). Conversely, the Association's

proposal more closely parallels the conference average as an implementation of their last best offer results in an approximate 6.5% improvement at the highest step on the B.A. lane.

A similar analysis can be made at the M.A. maximum and schedule maximum positions. It is also significant to note, as the Association points out, that among the comparable grouping within the Scenic Bluffs conference, the fifteen incremental steps it takes a teacher to reach the top of the salary schedule in Wonewoc, is the highest.

Another adverse consequence of implementing the Employer's final position based upon an across-the-board flat dollar increase, is the resulting deterioration of the ratio between step 0 and the top of the schedule. As the WUEA argues in their brief, in the preceding years the ratio of B.A. step 0 to B.A. step 14 has been 1.45. Were the District's proposal to be implemented, the differential would be shrunk to 1.425, or .025 below the preceding 1981-82 ratio. While the Association's last best offer would also alter that ratio, the differential is not as significant (.010 above the 1981-82 contract rate).

Further support for the teachers' position regarding this issue is found in an analysis of the incremental and lane adjustments as proposed by the Association, versus the status quo stance of the Employer. As demonstrated in Association Exhibit

15, in 1981-82 Wonewoc ranked at the very bottom of the conference with a \$370 incremental adjustment throughout the schedule. This relatively poor standing is further magnified when the previously addressed matter concerning the number of steps to achieve the top of the schedule is taken into consideration. An award of the District's final offer therefore would further magnify the disparity. While the lane differential for 1981-82 of \$210 in Wonewoc was more competitive than the incremental adjustment, by retaining that figure for the current academic year in light of the settlements reached within the conference, Wonewoc's ranking would again diminish.

The percentages previously recited regarding each side's proposed increases on the salary schedule — particularly on the B.A. lane where 57% of the faculty reside — has also been compared to previous increases agreed to by the Parties in other years. Particularly, the Arbitrator has examined Board Exhibit 22 and found that in the school year 1980-81 the B.A. minimum was adjusted by 9%, and by 7.7% in 1981-82. At the top step on the B.A. lane, increases of 8 and 9% were made respectively for the school years 1980-81 and 1981-82. Were the Employer's \$700 increase awarded here, the B.A. minimum would result in a 6% increase for 1982-83 and, as previously indicated, a 4.2% adjustment at the top of the lane. Conversely, an implementation of the WUEA's last best offer would

adjust the minimum step on the schedule by 5.8% and the maximum by 6.5%. Again, these figures demonstrate that the more consistent position based on recent adjustment analysis, favors the Association's position.

In terms of comparability, the School Board has argued that viewing the various benchmark salary data without regard to the level of benefits, can lead to erroneous results. Particularly Board Exhibits 23 through 26 were introduced to demonstrate that the teachers in Wonevoc rank at or near the top at every level of the salary schedule when fringe benefits are included in the calculations. While it is conceded by the Association that the fringe benefit package in Wonevoc as it currently exists is very good, they nevertheless have demonstrated through charts number 2 and 34 in their post hearing brief, that an implementation of their final position would maintain this relative ranking for the most part while the District's would serve to seriously diminish it. An analysis of the evidence, substantiates this claim, and the additional awards issued in New Lisbon and Cashton do not significantly alter the results. At the hearing there was some question regarding the validity of each side's data, by the other. Consequently, the actual settled contracts were forwarded to the Arbitrator reflecting the settlements that occurred in other conference schools. Again, on balance, the Arbitrator finds that

the documented evidence favors the Association's position regarding this issue.

As regards the matter of extracurricular pay, there was truly no issue raised concerning the current ranking of Wonewoc within the conference and indeed the need for improvement in this area. Association Exhibit 22 demonstrates that Wonewoc/Union Center now ranks last in the conference in eighteen activities and second to the last in another two. At the hearing, the Employer admitted that there was need for improvement in this particular area and that the Association's position (translating to approximately \$163 per teacher) is essentially reasonable. Further support for the increase sought in the extracurricular area by the Association is found in a comparison of the '82-83 settlements to the position of the WUEA. As demonstrated, based upon the most current settlements, Wonewoc teachers receive approximately 50% of the pay for identical activities compensated in other districts.

Finally as regards to internal comparisons, it was demonstrated that other employees within the School District have received a relatively small wage adjustment for the same period of time (3%). However, as the Association points out, these increases were largely imposed upon the employees by the administration as there are no formal collective bargaining units recognized, and thus no negotiations occurred.

Additionally, the District has relied to a significant extent upon the Consumer Price Index in support for their 6% offer. Although the totality of the Employer's evidence demonstrates the relatively depressed economy that has existed over the past year and one-half (in fact no argument to the contrary was truly raised by the Association) there was no concomitant evidence presented by the Employer to truly substantiate the fact that their finances are markedly different from other districts of similar size within the region. Similarly there was no evidence presented to demonstrate that an historical comparison of private sector wages with teachers' salaries is necessarily appropriate, nor was a bona fide inability to pay argument advanced by the Employer -- particularly in light of the increase state aids for the 82-83 school year, the reduction in construction costs, staff size, and debt service on the part of the District over the past year. Moreover, in the Arbitrator's opinion, greater significance must be given to voluntary settlements in other districts of comparable size in the proximate geographic area -- particularly now that there is a substantial number of settlements that can be used for comparison purposes. In their post hearing brief, the Employer cited several arbitrators' opinions where the Consumer Price Index was given considerable weight. However it is noted that all of the awards cited occurred in late 1982 or

the early part of the current calendar year when comparisons to other districts were necessarily minimal due to the relatively few settlements that had occurred at that time. In this regard therefore, the Arbitrator finds that private sector economic conditions, while relevant and certainly worthy of consideration, must nevertheless be deemed subordinate to the voluntary settlements with other teacher bargaining units.

To a certain extent, the issue of health insurance occupied the considerable attention of both Parties to this dispute. As was demonstrated through Board Exhibit 22, health insurance costs have risen significantly since the 1980-81 school year. It is understandable therefore that the Board seeks to place a dollar cap on the family premium contribution for the current year rather than continuing the previous practice of full coverage. That they seek to alter a relatively well established past practice, and further wish to modify the existing benefits by implementing a \$100 deductible on all benefits to be paid on an annual basis however, is effectively dissuasive. As demonstrated by the Association, an adoption of the Board's total package may well result in no gains for many of the teachers who are at the top of the salary schedule. For example a bargaining unit member receiving \$700 increase on a current \$16,680 salary, who is enrolled in the family insurance

plan and who would incur the \$300 deductible under the Employer's insurance proposal, would in fact gain little over the term of the new contract. Indeed when taxes and other deductions are taken from his or her paycheck, the gains would be nebulous. Finally as the Association has shown, the effective date of the health insurance plan is October 1, 1982. Accordingly from July 1st of 1982 until the effective date of the new plan (3 months) the District continued to pay premiums at the preceding year's rate. In so doing, their liability has been decreased by approximately one-fourth. Thus an analysis of the total cost of the respective positions of the Parties indicates that an implementation of the Association's proposal is also reduced by 25%. When the resulting dollar amount (estimated by the WUEA at \$7,768) is juxtaposed to the increases granted on a voluntary basis in many of the other districts within the conference, the result is perceived to be both fair and reasonable.

Finally as regards the matter of dental insurance, while not a significant amount of evidence was presented by either side (indeed neither Party truly stressed this issue in arbitration) the Arbitrator finds that the relatively long standing past practice of full coverage paid by the District favors the continuation of the benefit, as proposed by the Association.



Award -

Accordingly, for the reasons set forth above, any and all stipulations entered into by the Parties and the Association's final offer are to be incorporated into the 1982-83 agreement effective July 1, 1982.

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Respectfully submitted this 27th day of May, 1983.



J. C. Fogelberg  
Mediator/Arbitrator

## APPENDIX "A"

	B	B6	B12	B18	B24	m.	m6	m12
0	12170	12400	12630	12860	13090	13320	13550	13780
1	12570	12800	13030	13260	13490	13720	13950	14180
2	12970	13200	13430	13660	13890	14120	14350	14580
3	13370	13600	13830	14060	14290	14520	14750	14980
4	13770	14000	14230	14460	14690	14920	15150	15380
5	14170	14400	14630	14860	15090	15320	15550	15780
6	14570	14800	15030	15260	15490	15720	15950	16180
7	14970	15200	15430	15660	15890	16120	16350	16580
8	15370	15600	15830	16060	16290	16520	16750	16980
9	15770	16000	16230	16460	16690	16920	17150	17380
10	16170	16400	16630	16860	17090	17320	17550	17780
11	16570	16800	17030	17260	17490	17720	17950	18180
12	16970	17200	17430	17660	17890	18120	18350	18580
13	17370	17600	17830	18060	18290	18520	18750	18980
14	17770	18000	18230	18460	18690	18920	19150	19380

For Extra-curriculars:

The Association proposes:

Head Football	\$1,000
Assistant Football	750
J.V. Football	650
J.V. Assistant	550
Head Basketball (Boys/Girls)	1,000
Assistant Basketball	700
Freshman Basketball	440
Junior High Basketball	325
7th Grade Basketball	325
Track (Boys/Girls)	650
Baseball	650
Softball	650
Head Volleyball	900
J.V. Volleyball	600
Athletic Director	300
9th Grade Advisor	115
10th Grade Advisor	115
11th Grade Advisor	200
12th Grade Advisor	200
Play	325
Forensics	200
Annual	325
Pep Band	325
Student Council & National Honor Society	200
FHA	325
Cheerleaders	200

\$18 for scorers, timer, etc.

\$15,000 total

WONEWOC-CENTER BOARD of EDUCATION'S PROPOSAL  
SALARY SCHEDULE 1982-83

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12
0	12200	12410	12520	12830	13040	13250	13460	13670
1	12570	12780	12990	13200	13410	13620	13830	14040
2	12940	13150	13360	13570	13780	13990	14200	14410
3	13310	13520	13730	13940	14150	14360	14570	14780
4	13680	13890	14100	14310	14520	14730	14940	15150
5	14050	14260	14470	14680	14890	15100	15310	15520
6	14420	14630	14840	15050	15260	15470	15680	15890
7	14790	15000	15210	15420	15630	15840	16050	16260
8	15160	15370	15580	15790	16000	16210	16420	16630
9	15530	15740	15950	16160	16370	16580	16790	17000
10	15900	16110	16320	16530	16740	16950	17160	17370
11	16270	16480	16690	16900	17110	17320	17530	17740
12	16640	16850	17060	17270	17480	17690	17900	18110
13	17010	17220	17430	17640	17850	18060	18270	18480
14	17380	17590	17800	18010	18220	18430	18640	18850