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JUN 9 1983

BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
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 TOMAH EDUCATION ASSOCIATION :
 :
 to initiate mediation-arbitration : Case No. XXXII
 between said Petitioner and : No. 30288 MED/ARB-1877
 : Decision No. 20048-B
 :
 TOMAH AREA SCHOOL DISTRICT :
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APPEARANCES: THOMAS C. BINA, Executive Director, Coulee Region United Educators, appearing on behalf of the Association.

KENNETH COLE, Director of Employee Relations, Wisconsin Association of School Boards, appearing on behalf of the District.

ARBITRATION AWARD

Tomah Area School District, hereinafter referred to as the District, and Tomah Education Association, hereinafter referred to as the Association, were unable to voluntarily resolve certain issues in dispute in their negotiations for a new 1982-1983 Collective Bargaining Agreement to replace their expiring 1981-1982 Collective Bargaining Agreement and the Association, on August 25, 1982, petitioned the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation-arbitration pursuant to the provisions of Section 111.70(4)(cm)6. of the Wisconsin Statutes. The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation-arbitration by order dated October 29, 1982. The parties selected the undersigned from a panel of mediator-arbitrators submitted to them by the WERC and the WERC issued an Order, dated January 25, 1983, appointing the undersigned as mediator-arbitrator. The undersigned endeavored to mediate the dispute on March 22, 1983, but mediation proved unsuccessful. Pursuant to agreement between the parties that a reasonable period of mediation had expired and that they did not wish to withdraw their final offers, a hearing was held on that same date, at which time the parties presented their evidence. Post hearing briefs were filed and exchanged on May 9, 1983. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

THE ISSUES IN DISPUTE

The only issues in dispute relate to the salary schedule and the extra curricular pay schedule. The 1981-82 salary schedule, which was established through the decision of a mediator-arbitrator^{1/}, is attached hereto and marked Appendix A. The salary schedule proposed by the District, as part of its final offer, is attached hereto and marked Appendix B. The Association's proposed salary schedule, included in its final offer, is attached hereto and marked Appendix C.

A comparison of the Board's proposed salary schedule with the

^{1/} Tomah Area School District, Decision No. 18974-A, dated June 4, 1982.

1981-1982 salary schedule discloses that the Board proposes to add \$635.00 to the base, which increase is reflected throughout the schedule. In addition, the Board has increased the increments in the BA lane by \$25.00 and has increased the increments in the BA+15 lane by \$5.00. In the MA lane and MA+15 lane the Board has increased the increments by \$50.00 in all cases. The structure of the salary schedule would otherwise remain the same and the dollar differential between lanes is unchanged in the District's proposal.

A comparison of the Association's proposed salary schedule with the 1981-1982 salary schedule discloses that the Association has proposed to increase the salary in each cell of the salary schedule by 7.4%. Increases in the increments would vary from a low of \$27.00 to \$28.00 in the BA lanes to a high of \$31.00 to \$32.00 in the MA+15 lane. In addition, the differential between lanes would be increased between \$28.00 and \$29.00 per lane.

Both parties propose to increase the extra curricular pay schedule by a flat sum or percentage figure. The Board proposes to increase the existing pay rates for extra curricular work by the flat sum of \$2,000.00, which is approximately 3.2%. The Association proposes to increase the extra curricular pay by the amount of \$4,659.00, which is approximately 7.4%.

ASSOCIATION'S POSITION

The Association contends that the school districts of the South Central Athletic Conference are the appropriate comparables for purposes of this proceeding. Those school districts consist of Adams Friendship, Baraboo, Mauston, Nekoosa, Portage, Reedsburg, Sparta, Tomah, and Wisconsin Dells. In support of the proposed group of comparables, the Association cites their relative size and geographic proximity. The Association also cites data concerning number of students, full-time equivalent teacher compliment, valuation per pupil, cost per pupil, percentage of state aid received, and levy rates. Finally, the Association points out that arbitrators frequently rely upon athletic conference groupings for purposes of comparability because of the relatively neutral basis for selection for membership in athletic conferences and the similarity of school districts in athletic conferences.

Although the Association argues that the athletic conference school districts are all comparable for purposes of comparison in this proceeding, it has only provided data with regard to four of those school districts which have achieved voluntary settlements for the 1982-1983 school year. Those districts are Mauston, Nekoosa, Portage, and Reedsburg. At the time of the hearing herein, Adams Friendship, Baraboo, Sparta, and Wisconsin Dells, were all in various stages of final offer arbitration. It is the Association's position that the "settlement pattern" established by voluntary settlements in the athletic conference should be controlling with regard to the comparability criterion in this proceeding.

The Association advances three basic arguments in support of its proposed salary schedule. First, the Association analyzes the District's ranking among the four settled school districts at the BA base, BA maximum, MA base, MA maximum, and schedule maximum. On a salary basis alone, the difference between the parties' offers is not particularly significant in terms of ranking. At the BA base the Board's offer would cause the District to slip from 4 to 5 and the Association's offer would cause the District to improve from fourth place to third place. In most other comparisons the District would remain in third place except at the MA base where

the District's position would improve from fifth place to fourth place under both the Board and Association offers. When the parties' offers are ranked among the four settled districts based on salary plus STRS, family health and dental insurance, both offers result in identical rankings, according to the Association. In the case of the BA base, both proposals would place the District in fourth place rather than fifth place, as was the case in 1981-1982. At the other four points analyzed, the District would remain in either third or fourth place among the group selected as comparable by the Association.

Based on these rankings and the "inconclusive" nature of the results, the Association argues that even though the Association won the interest arbitration award in 1981-1982, the data reflects an erosion of position when compared to 1980-1981 in one or two areas, depending on which ranking is utilized.

Secondly, in support of its proposed salary schedule, the Association analyzes the "dollar differences" between Tomah and the average of the four voluntarily settled school districts. As in the case of its ranking analysis, the Association sets out the dollar differences beginning in the 1980-1981 school year. Thus, the Association points out, that the BA base which was \$181.00 below average in 1980-1981, dropped to \$229.00 below average in 1981-1982, and would further drop to \$366.00 below average under the Board's proposal. Under the Association proposal, the BA base would only be \$123.00 below the average for the four schools analyzed. The Association points out that, at the BA maximum, the one area where the District has in the past exceeded the average, the amount by which the District exceeds the average would drop to \$161.00 (from \$428.00) under the Board's proposal. In all other cases (except the schedule maximum), the Association's analysis demonstrates a continuing increase in the dollar difference from the 1980-1981 salary schedule. At the schedule maximum the dollar difference was reduced in 1981-1982 but would increase slightly under both the Board and Association proposals. In summary, the Association argues that the District's salary schedule is below average in all benchmarks except one and that the District's proposal would worsen its relative standing. It contends that its final offer would still keep the Association below average in four the five benchmarks and actually allow a loss of position at the schedule maximum.

The Association also analyzes the "dollar difference" between the District and the average of the four settled school districts relied upon, taking into account STRS, family health and dental insurance as well as salary. According to the Association, when thus compared, the District's 1982-1983 offer is actually worse than its offer based on wages alone. According to the Association, the Board's offer would put the District in a worse position than it was in in either 1981-1982 or 1980-1981, in all areas except the MA maximum. On the other hand, the Association's proposal would still leave the District below average in four out of the five benchmarks analyzed.

Thirdly, the Association analyzes the "dollar increases" at the "parameters" of the salary schedule for purposes of comparison with the conference average in that regard. First looking at salary alone, the Association points out that the dollar increase at the BA base was \$229.00 less than the average in 1981-1982. The Board's offer for 1982-1983 is \$138.00 below the average, according to the Association. In this regard, the Association questions how the Board can justify an offer that is \$138.00 below that of the other school districts deemed comparable when the District is starting from a point that is "already \$229.00 below average." The overall analysis presented by the Association demonstrates that the Board's offer is below average at all five points of the

salary schedule (ranging from \$35.00 below to \$267.00 below) and that the Association's proposal is above average at 3 points and below average at 2 points. The 3 points at which the Association's proposal is "above average" are the BA base, the BA maximum, and the MA base. The result of its offer, according to the Association is to improve the salary schedule at those points where it needs improvement, by comparison.

Similarly, the Association compares the dollar increases at the same points in the salary schedule, with fringes included. According to the Association, this analysis again demonstrates that the District, which was below average at the base by \$553.00 in 1981-1982, would again offer a "below average settlement at that same point in the amount of \$87.00, under its offer. Only at the MA maximum would the District's offer be above average according to this analysis, and then only in the amount of \$20.00. On the other hand, the Association's proposal would be above average at all five points, with the emphasis being on the BA base, BA maximum, and MA base points.

Thirdly, in support of its proposed salary schedule, the Association points to changes in the cost of living as measured by the Consumer Price Index between July of 1981 and the end of June 1982. Specifically, the Association points to the percentage change in the Consumer Price Index for non-metropolitan urban areas, which is most appropriate in the case of Tomah, according to the Association, since it deals with areas with a population of fewer than 75,000. The percentage change in question was 9.3% during the period analyzed. Based on this figure the Association argues that its total package cost of approximately 10.13% is "less than 1% above the regional CPI for non-metro urban areas." Because of its claim that "catch-up" is required in this case, the Association argues that its proposal is reasonable and supportable when the "corrosive affect" of changes in consumer prices are taken into account. Further, even if the suggestion of some arbitrators that the best measure of an appropriate increase to offset inflation is to be found in the level of increase established by other voluntary settlements, the Association's proposal, which includes catch-up, is reasonable in relation to changes in the Consumer Price Index.

In support of its proposed changes in extra curricular activity payments, the Association makes two basic arguments. The first argument relates to a comparison of the wages for coaching duties which are paid by the District with the wages for similar duties paid by other school districts in the athletic conference. Secondly, the Association compares the pay for certain selected non-athletic activities (high school band, department head, year book, high school drama, forensics, senior high cheerleaders, and junior high cheerleaders) in the District with similar duties and other districts in the athletic conference. The comparisons are, in both cases, based on 1982-1983 figures where available, but in some instances are based on 1981-1982 and (in the case of Sparta) on 1980-1981 figures.

The first comparison demonstrates, according to the Association, that the District is one of the lowest paying districts in the area of compensation for head coaches in the major sports. The Board is somewhat competitive in its compensation for assistant coaches but less competitive in the case of baseball, softball, and volleyball coaches, especially when compared on a percentage of bases. In the other, non-athletic extra curricular activities selected for purposes of comparison, the Association contends that the District is "near the bottom" in compensation for these duties. According to the Association, positions such as high school band director do not vary particularly from district to district and the figures demonstrate that the high school band director at Tomah is paid substantially less than at other districts. Based on these figures the Association

argues that the proposed increase in extra duty wages offered by the District is unacceptable and that the Association's proposal is not only more reasonable, but "extremely desirable" under the circumstances. The Association also contends that its review of the data suggests that some effort is required, in future negotiations, to correct apparent inadequacies in the compensation for individual activities.

Based on data presented at the hearing, the Association anticipates, in its brief, that the District will argue that the Association's proposal is excessive in light of general economic conditions in the country and in the district. According to the Association, this is a variation on the "ability to pay argument" and the Association would rebut said argument with the following points:

1. The actual cost of the Association's proposal is \$184,692 or approximately 6.16% greater than the actual cost of teachers' salaries and benefits in 1981-1982.

2. Budget data introduced into the record at the hearing demonstrates that the District has budgeted \$214,500 and thus has over \$30,000 more budgeted than actually needed to implement the Association's offer.

3. The District has budgeted a cash surplus, at the end of the 1982-1983 school year, of approximately \$550,000.

4. The Association's evidence and arguments demonstrate a need for "catch-up" and the evidence with regard to the District's ability to pay establishes that this year's agreement would be an appropriate year in which to achieve said "catch-up."

Finally, the Association makes the following points with regard to the Board's arguments:

1. The additional comparables relied upon by the District have geographic proximity but are substantially smaller and this size differential outweighs the consideration of geographic proximity.

2. If the smaller school districts are considered for comparison purposes, the normal comparison in such circumstances would be for the small school districts to compare themselves to the larger school district, in this case, Tomah.

3. In the prior arbitration award Arbitrator Byron Yaffe accepted the athletic conference school districts as comparable, along with three contiguous school districts relied upon by the District. If the wage settlements in those three school districts are combined with the four settled conference districts at the five benchmarks utilized by the Association, Tomah is still below average at four out of five points under either offer. The Board's offer will substantially decrease the District's standing at both the BA and MA base points.

4. Even if the Board's offer is compared to its relative standing prior to the arbitration award for 1981-1982, it has substantially increased the dollar difference at all four points where the District is below average and has proposed to reduce the dollar difference by which it exceeds the average at the BA maximum point.

5. The settlement cost figures relied upon by the District are questionable because they are accurate only if the superintendent at each district properly followed the instructions.

6. The comparative settlement costs are significant only if "all factors are equal" and the Association's data demonstrates that there are substantial differences between the District and

the other districts in question based on relative effort to pay, state aides, staff turnover, and present compensation.

7. While the District's evidence demonstrates that there is high unemployment in the state and in Monroe County, the growth of unemployment in Monroe County has been substantially less than the state-wide growth.

8. While the District's evidence shows a high delinquency rate for Monroe County, which is comparable to the state-wide figure, there are signs that the economy is improving and the actual tax rates in the District are the lowest in the area.

9. The evidence demonstrates that additional tax levies will not be necessary to cover the cost of the Association's proposal and therefore the time to "catch-up" is now.

DISTRICT'S POSITION

While the parties have been unable to resolve the issues of salary schedule and extra curricular salary schedule, the primary issue in this case, according to the District, is the total cost of the compensation packages as portrayed in the exhibits of both parties. Those exhibits demonstrate that the Board's offer can be fairly characterized as approximately 8.3% and that the Association's offer is approximately 10.1%. The dollar difference between the two offers is approximately \$50,000.

The Board's arguments are as follows:

"The Board's position is based on consideration of several factors including the magnitude of the settlements among the comparable school districts including absolute adjustments in salary schedules in terms of dollars as well as percentage increases. Also relevant to the dispute are the local economic conditions and the relative rates of increase in the Consumer Price Index. The Board believes that if all of these factors are considered the Board's offer is clearly more reasonable.

"COMPARABLES

"The Board has designated the eight athletic conference schools and six contiguous districts as comparable school districts. These districts are the districts utilized by the previous arbitrator with the exception of Necedah, New Lisbon and Norwalk-Ontario (Board Exhibit #46). The Board believes that these districts were not utilized in the prior arbitration in part because settlements had not been achieved at the time of the arbitration. The Board believes that it is important to extend the comparable school districts to include at least the district of Norwalk-Ontario so as to expand the picture with respect to the pattern of settlements in the area. On the other hand, the Board also believes that the Black River Falls settlement cannot be given great weight because the settlement was achieved approximately eighteen months ago (Footnote Board Exhibits #9 through #13). Inasmuch as the Union has also utilized the athletic conference school districts as comparables the only remaining question is whether a very modest expansion of the listing provides a clearer picture with respect to area settlement patterns. The Board believes that such an expansion is especially informative and would ask that the arbitrator consider these additional districts.

"SALARY SCHEDULE

"With respect to the salary schedule there are basically two questions. First is the question of relative salary levels at various points in the schedule, and secondly, the actual distribution of the dollars.

"In consideration of this second area, the Board would acknowledge that the second lane of the salary schedule has not been increased in a proportionate manner. However, the Board would also point out that only 22 of approximately 151 staff members are located in this lane, this number is only 14% of the total staff.

"Additionally, a large portion of these teachers are not at the maximum where such deviations have their greatest impact (Board Exhibit #16). The Board would also argue that larger increases have been placed in the Masters lanes in order to give emphasis to Masters Degree programs and degree recipients. The Board does not believe that this shift in emphasis should have any substantial effort on the outcome of this proceeding.

"As to the salary schedule itself, the Board believes that its offer is reasonable and should be selected. The reason for this belief is threefold. First, the pattern of settlement in the school districts in the immediate area whether such districts are considered comparable or not reflect increases more nearly compatible with the Board's total package increase of 8.2% rather than the 10.0% increase requested by the Union. This information is summarized in Board Exhibit #17 and provided in detail in Board Exhibits #18 through #36. The Union did not dispute this data with the exception of the data for the Elroy School District, and the parties acknowledged and agreed that 8.38% was an appropriate reflection of the total package increase. Additionally, the Black River Falls settlement is discounted simply because it was part of a two-year settlement and not arrived at under the same set of economic conditions. In a similar manner, the Mauston settlement of 9.35% can be distinguished from the other settlements and offers within the conference on the basis that the Mauston School District has the lowest salary levels and in fact, can be expected to provide increases slightly larger than other districts in an attempt to 'catch-up' to existing salary levels in other conference school districts.

"Secondly, the Board believes that its offer is also more reflective of existing economic conditions. Those conditions that the Board would rely on include the relative rate of increase in the Consumer Price Index (Board Exhibit #36 through #41). The Board believes that its offer should be measured against the National Series in any of the recent months, but would agree that the 5.8% increase for August 1981 to August 1982 is probably the most reasonable rate to utilize. The Union has suggested in Union Exhibit #52 that the Nonmetro Urban Index be utilized for such comparison. This index was increasing at the rate of 9.3% annually. The Union has failed to mention that the 9.3% index increase is for June 1981 through June 1982 and not August. In Board Exhibits #40, the Nonmetro Urban Index is currently at 6.1% and decreasing dramatically. The Board does not believe that the parties should engage in the practice of attempting to identify the most or least favorable index at the time the parties arbitrate. When inflation was at its peak, the parties related to the National Series. The general public relates to this National Series index because it is the most

publicized. This is not the time to tell the public that inflation is actually 9% or more. Most citizens of the district would find such a statement incredible. This is especially true when unemployment is averaging close to 10% on an annual basis (Board Exhibit #41, #42) and the level of tax delinquencies has increased by 40.9% from 1979-80 to 1980-81 (Board Exhibit #44). The Board believes that the Union offer does not satisfy the third statutory factor that requires that the offers recognize the interests and welfare of the public.

"As a third consideration, the Board would argue that its offer is justified if comparability is considered. Initially, the Board would point out that the Union prevailed in the prior mediation/arbitration and the Union salary schedule was adopted. Therefore, comparisons that preceed the 1981-82 school year that are utilized to justify the Union's position are not relevant simply because there is a presumption that the Union attained the salary levels and insurance contribution rates that it desired. With respect to specific benchmarks within the salary schedule, comparisons at the MA Maximum and Schedule Maximum are of little value because in fact there is no significant difference between the positions of the parties as demonstrated by the exhibits of both parties. At the Bas levels, the Board's offer is as reasonable as any of the comparable districts (Board Exhibit #9 and #11) and within the range of settlements of those districts. The Union has presented considerable data with respect to the average of four districts that are settled, but such information provides a distorted view with respect to ultimate rankings and averages. The Board would point out that the Union schedule was lower at the Base levels in the prior arbitration (Board Exhibit #46, page 3). It was the Union that prevailed and thus encouraged a deterioration in position. Now, the Union returns to arbitration with a position that is the opposite of the position taken a year ago. Such conduct or positions of convenience without consistency should be rejected.

"The Board also argues that Board Exhibit #15 identifies health insurance costs and the increases from 1981-82 to 1982-83. This data provides additional support for the Board's position. The District that has the largest increase in costs in insurance is not going to increase its salary schedule in amounts equivalent to other districts and remain within the pattern of settlements in the area. The following table illustrates the Tomah School District's position in the athletic conference:

<u>DISTRICT</u>	<u>FAMILY RATE INCREASE (%)</u>
Adams-Friendship	48%
Baraboo	31.9%
Mauston	20.9%
Nekoosa	22.6%
Portage	13.9%
Reedsburg	12.9%
Sparta	14.0%
Wisconsin Dells	41.5%
Tomah	32.2%

"It is obvious from this table that the districts of Mauston, Nekoosa, Reedsburg and Portage which have been

able to reach voluntary agreements also have the smallest increases in health insurance premiums. Furthermore, these lower increases in health insurance premiums have allowed these four districts to place greater amounts of money into the salary schedule. It would appear that the only reasonable way to compare the level of settlements is in terms of the total package percentage increase. The Board has provided such data and has agreed to the Union data wherever a dispute has arisen. The remaining data is undisputed and demonstrates that settlements arrived at in the current economic climate range from approximately 7.5% to 9.5%. Double-digit settlements are not only rare, but inappropriate unless some form of 'catch-up' is required as is the case in Mauston. Tomah does not fit those circumstances, and therefore the Board offer is more reasonable.

"CONCLUSION

"The Board believes that its offer satisfies the statutory factors. The Board is confident that its offer is reflective of existing economic conditions, the established pattern of settlements and also relative levels of compensation."

DISCUSSION

Before turning to the merits of the evidence and arguments with regard to the parties' final offers, the undersigned believes it is appropriate to address the general difference between the parties' approach to the question of which school districts are the most comparable and the question of which measure of the "cost of living" is most appropriate. The question of which school districts were the most comparable for purposes of comparison of salary schedules was presented to Arbitrator Yaffe and dealt with in his decision dated June 4, 1982. Arbitrator Yaffe selected, as comparable, districts which were then in the South Central Athletic Conference and certain contiguous districts which were relatively similar in size as measured by the size of their teaching staff and pupil enrollment. The undersigned deems it inappropriate to deviate from that list (except to the extent that Nekoosa should be added since it subsequently joined the South Central Athletic Conference), which was arrived at after taking into account the parties' arguments and was generally based on well reasoned analysis. Therefore, settlements or final offers in Black River Falls, Elroy-Kendall and Pittsville are all deemed appropriate for comparison purposes in addition to the settlements and final offers in the athletic conference school districts.

In this proceeding, the Association proposes to utilize the percentage change in the Consumer Price Index for urban wage earners and clerical workers in nonmetropolitan urban areas during the period from June 1981 to June 1982. In the proceeding before Arbitrator Byron Yaffe, the Association urged consideration of three different measures, all of which were higher at that time than the measure being urged in this proceeding. For this reason the undersigned finds considerable merit to the District's argument with regard to the propriety of the measure selected by the Association. Further, any effort to utilize the index figures relied upon by the Association in the prior arbitration proceeding or in this arbitration proceeding, is subject to the criticism that it is difficult to apply any generalized measure to a particular community such as Tomah, Wisconsin. Thus, there is some merit to the District's contention that United States figures are more appropriate in the absence of a more localized index figure. On the other hand, the Association, in the proceeding before Arbitrator Yaffe utilized June to June figures based on its sound contention that said figures are coterminous with the term of the old agreement. Therefore, utilizing the United States figures for

both urban wage earners and clerical workers and all urban consumers as a rough measure of the "cost of living" experienced during the period in question, it would appear that the "cost of living" increased in the magnitude of approximately 7%.

While the outcome of this proceeding is not likely to turn upon the relative reasonableness of the parties' offers with regard to the extra duty schedule, the differences between their offers with regard to that schedule are significant and require some comment. It is the undersigned's observation, independent of the Association's argument in that regard, that some of the apparent inequities with the extra duty compensation schedule may very well relate to possible internal inequities within that schedule. The evidence and arguments in this proceeding do not address that problem, which is better suited to resolution through negotiations rather than final offer selection. However, putting that observation aside, it is also true that the existing extra duty salary schedule would appear to be low in relation to other comparable school districts, especially when it is remembered that Tomah is the largest school district among all of those considered comparable, when measured by pupil population and full-time equivalent staff. Therefore, the undersigned has no hesitancy in agreeing with the Association's argument that its proposal to increase the extra duty compensation schedule in the magnitude of 7.4% is more reasonable than the District's proposal to increase the schedule by only approximately 3.2%.

An overview of the parties' arguments concerning the salary schedule discloses that the District contends that its proposed schedule is more reasonable than the Association's proposed schedule when consideration is given to changes in the cost of living, the pattern of settlements among schools considered comparable (but excluding certain settlements), the District's relative standing among comparables, and the general state of the economy; whereas the Association contends its offer is more reasonable when consideration is given to the cost of living, available comparisons involving voluntary settlements and the District's relative ability to fund the "catch-up" it believes is warranted by its data. Both final offers exceed the measure of the cost of living deemed appropriate by the undersigned, as do most of the settlements relied upon by both parties. Furthermore, the evidence demonstrates that the Association's proposal, as measured by total cost impact, is in most instances higher than settlements in comparable school districts. However, the cost impact in Black River Falls is 11.1% in the second year of a two-year agreement; and the settlement in Mauston and Nekoosa (at 9.35% and 9.53% respectively) fell somewhere in between the cost of the parties' offers in this proceeding. Among the athletic conference schools only the settlements at Portage and Reedsburg support the District's offer in this proceeding. An overview of the data concerning the settlement pattern convinces the undersigned that the outcome of this proceeding turns primarily on the question of whether the Association has made a case for "catch-up."

The most serious problem with the Association's "catch-up" argument relates to the fact that only four out of the eight athletic conference schools relied upon by the Association have reached voluntary settlements. Nevertheless, it is clear that the four districts in question have not historically been identified as the "top four" and there is also data in the record concerning settlements and final offers in the contiguous districts considered comparable. This data, taken together, establishes,

in the view of the undersigned, that while Tomah is the largest school district in the conference and is substantially larger than the contiguous comparables, the level of compensation, whether measured by salary alone or salary plus fringe benefits, has lagged behind the other comparable districts in recent years. The total package cost of the District's final offer is lower than all but one or two of the settlements deemed comparable by the undersigned and therefore would do nothing to reverse the situation.

It is true, as the District points out, that the District experienced a relatively higher than average increase in health insurance costs (32%); whereas the four voluntary settlements relied upon by the Association involved lower health insurance increases (ranging from a low of 12.9% to a high of 20.9%). Nevertheless, the District's total costs for fringe benefits still remain relatively low by comparison to other comparable districts.

It is also true, as the District argues, that the Association's 1981-1982 salary proposal, which was selected by the arbitrator, was lower at the base figure than was the District's proposed salary schedule. However, a review of that award indicates that the Association placed its emphasis on making certain improvements in the internal structure of the salary schedule (which it now seeks to preserve through uniform cell increases) and proposed lower base figures to help accomplish that within reasonable costs. In the view of the undersigned, the Association's proposal, which did provide some increases at the base rates, was not unreasonable in that regard since it reflected the realistic expectation that it could not achieve all of its desired goals in one year.

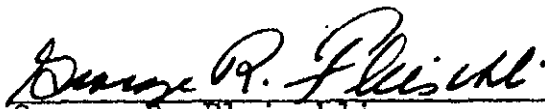
The undersigned is not particularly comfortable "endorsing" a final offer which exceeds the symbolically significant "double digit" threshold. However, given the fact that the Association has made a strong case in support of its "catch-up argument" and the fact that other comparable settlements had a total cost impact in the range of 9.31 to 9.53 (even if the second year of the Black River Falls agreement is excluded) and given the fact that the available evidence suggests that the total cost of the Association's proposal falls within the District's ability to pay, the undersigned believes that the Association's salary schedule should be preferred over that of the District. It necessarily follows that since the Association's extra duty salary schedule proposal has also been favored over that of the District, that the Association's final offer should be selected in this case.

Based on the above and foregoing the undersigned renders the following:

AWARD

The Association's final offer, submitted to the Wisconsin Employment Relations Commission, shall be included in the parties' 1982-1983 Collective Bargaining Agreement along with all of the provisions which were agreed to by the parties for inclusion therein.

Dated at Madison, Wisconsin this 29 day of June, 1983.


George R. Fleischli
Mediator/Arbitrator

TOMAH AREA SCHOOL DISTRICT
SALARY SCHEDULE 1981 - 1982

<u>STEP</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>M.A.</u>	<u>M.A. + 15</u>
0	\$11,865	\$12,250	\$12,635	\$13,020
1	12,235	12,640	13,045	13,450
2	12,605	13,030	13,455	13,880
3	12,975	13,420	13,865	14,310
4	13,355	13,820	14,290	14,755
5	13,735	14,220	14,715	15,200
6	14,115	14,620	15,140	15,645
7	14,495	15,020	15,565	16,090
8	14,875	15,420	15,990	16,535
9	15,255	15,820	16,415	16,980
10	15,635	16,220	16,840	17,425
11	16,015	16,620	17,265	17,870
12	16,395	17,020	17,690	18,315
13	16,775	17,420	18,115	18,760
14	17,155	17,820	18,540	19,205
15	17,535	18,220	18,965	19,650
			19,390	20,095

ADD \$200 FOR 16 YEARS OR MORE
IN THE TOMAH AREA SCHOOL DISTRICT

APPENDIX A

DISTRICT'S PROPOSAL
1982 - 1983

STEP	B	A	BA+15	M	A	MA+15
0		12,500	12,885	13,270		13,655
1		12,895	13,280	13,730		14,135
2		13,290	13,675	14,190		14,615
3		13,685	14,070	14,650		15,095
4		14,090	14,475	15,125		15,590
5		14,495	14,880	15,600		16,085
6		14,900	15,285	16,075		16,580
7		15,305	15,690	16,550		17,075
8		15,710	16,095	17,025		17,570
9		16,115	16,500	17,500		18,065
10		16,520	16,905	17,975		18,560
11		16,925	17,310	18,450		19,055
12		17,330	17,715	18,925		19,550
13		17,735	18,120	19,400		20,045
14		18,140	18,525	19,875		20,540
15		18,545	18,930	20,350		21,035
16				20,825		21,530

APPENDIX B

ASSOCIATION'S PROPOSAL
1982 - 1983

STEP	B	A	BA+15	M	A	MA+15
0		12,500	12,885	13,270		13,655
1		12,900	13,280	13,730		14,135
2		13,290	13,675	14,190		14,615
3		13,685	14,070	14,650		15,095
4		14,090	14,475	15,125		15,590
5		14,495	14,880	15,600		16,085
6		14,900	15,285	16,075		16,580
7		15,305	15,690	16,550		17,075
8		15,710	16,095	17,025		17,570
9		16,115	16,500	17,500		18,065
10		16,520	16,905	17,975		18,560
11		16,925	17,310	18,450		19,055
12		17,330	17,715	18,925		19,550
13		17,735	18,120	19,400		20,045
14		18,140	18,525	19,875		20,540
15		18,545	18,930	20,350		21,035
16				20,825		21,530

APPENDIX C