

STATE OF WISCONSIN
MEDIATION/ARBITRATION AWARD

APR 7 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Mediation/Arbitration :
between :
CUBA CITY BOARD OF EDUCATION :
and : Re: Wisconsin Employment
CUBA CITY EDUCATION ASSOCIATION : Relations Commission
Decision No. 20100

APPEARANCES: For the Cuba City Board of Education: Kenneth Cole, Director, Employee Relations, Wisconsin Association of School Boards, Inc., 122 West Washington Avenue, Madison, Wisconsin 53703.

For the Cuba City Education Association: Paul R. Bierbrauer, Executive Director, South West Teachers United, Route 1, Barber Avenue, Livingston, Wisconsin 53544.

The Mediator/arbitrator was notified of his selection by an Order of the Wisconsin Employment Relations Commission dated November 16, 1982. The parties had executed a stipulation on a voluntary impasse resolution procedure and had exchanged final offers dated October 4, 1982. A mediation session was conducted on December 8, 1982. When the mediator was unable to achieve a settlement, the parties agreed that rather than hold a formal hearing, they would exchange exhibits on January 4, 1983 and would file written briefs with the arbitrator on February 4, 1983 for him to exchange. The Employer's brief was either lost or otherwise delayed, so that the briefs were not exchanged until February 25. The record is considered closed as of that date.

The Association represents a collective bargaining unit of K-12 teachers employed by the Board. They have been bargaining for several years. They also engaged in mediation/arbitration for the 1981-82 school year. The arbitrator's award in that proceeding did not issue until August 3, 1982. This was the reason that after only one bargaining session the parties stipulated on September 14, 1982 that they had reached impasse and exchanged final offers less than three weeks later. The final offers are attached hereto as Exhibit A, the Board's final offer, and Exhibit B, the Association's final offer. The parties agree that there are only two issues: increases in the salary schedule and increases in the extra duty schedule.

Position of the Association on increases in the salary schedule

The Association would increase the amounts at the top of each column of the salary schedule by \$700 per annum and would increase the horizontal increment at the head of each column by \$20. Like the Employer, the Association would retain annual increments that equal 4 per cent of the amount at the top of each column.

The Association makes several cost comparisons of its offer with that of the Board. In each case the difference is about two percentage points. On a staff-cast-forward basis

the Association estimates its own offer at 8.8% as compared with the Board's offer at 6.9%. On a positions-cast-forward basis the Association estimates its own offer at 8.4% and the Board's offer at 6.4%. On an actual-staff basis the Association estimates its own offer at 5.7% and the Board's offer at 3.7%. The Association believes that the cost of its offer, whether calculated in any of these three ways, is reasonable, well within the Board's ability to pay the increase, and more closely comparable than the Board's offer to the cost of settlements being made elsewhere.

The Association's principal argument to support its salary proposal is that for a variety of reasons the appropriate comparable school districts are those with similar size teaching staffs throughout the State of Wisconsin. (The Association also introduced salary data for all school districts in the state to show that Cuba City benchmark rates are generally below the statewide averages.) Specifically, the Association lists benchmark settlements for 45 school districts of similar size within the state. These data indicate that the averages of these representative settlements are higher than the final offer proposals of the Association. The Association makes a fairly elaborate argument concerning the requirements of the State Constitution and laws governing the aid formula and educational standards to support its position that statewide comparable data should be used to arrive at an arbitral judgment concerning the salary schedule increases.

Although the Association considers athletic conference comparables to be pertinent in this proceeding, it is pointed out that in the Southern Eight conference only three districts have been settled: Mt. Horeb, Dodgeville, and Mineral Point.

Position of the School Board on increases in the salary schedule

The Board would increase the amounts at the top of each column of the salary schedule by \$500 and otherwise leave the schedule unchanged, keeping the present 4 per cent annual increments, calculated on the figure at the top of each column.

The Board's calculation of the relative costs of its own and the Association's increases differs somewhat from the calculations made by the Association, with the Board estimating the overall cost of its own offer at about 7% and the Association's at about 9%. But like the Association, the Board also estimates the difference as about 2%.

The Board disagrees completely with the Association's comparables and would use essentially all the school districts in CESA 14. The list includes all the districts in Grant and Lafayette Counties and all except those in the northeast corner of Iowa County. The list includes seven districts in the Southern Eight athletic conference and fifteen other districts that are in CESA 14, plus one that is just outside. Although the Association includes Mt. Horeb as a member of the Southern Eight, the District would exclude it and include Southwestern (Hazel Green) for the reason that the membership of the conference will change in 1983-84.

Discussion of the increases in the salary schedule

I have difficulty in accepting the comparable school districts of either of the parties in this dispute. Although there is some merit in the Association's proposed use of a statewide list of districts of a similar size, since the labor

market for teachers is at least arguably a statewide market, I would be very reluctant to base an award on these data without giving the parties an opportunity in open hearing to examine the implications of such a comparison. I believe that an award based on such data would be a departure from precedent. Such a change in the standards used would require much more careful consideration than can be given in this proceeding.

Nor am I satisfied that the Board's comparables should be used. Most of the districts that are proposed as comparables by the Board are smaller in enrollment than the Cuba City district. Although they have the advantage of all (except one) being within CESA 14, they are perhaps too heavily weighted in favor of small districts.

The Board submitted a copy of last year's mediation/arbitration award of Byron Yaffe for this same unit. I have carefully examined the comparable districts he used in that case and have decided that I should also adopt them. They include the districts in the Southern Eight athletic conference, including both Hazel Green (Southwestern) and Mt. Horeb, as well as the four districts immediately adjacent to Cuba City that are not in the athletic conference: Shullsburg, Potosi, Benton, and Belmont.

Six of the twelve districts have settled. Five of the others are in mediation/arbitration, and the parties have furnished me with the final offers in each case. Shullsburg is not settled and neither party furnished this proceeding with any data, so I must assume that Shullsburg is not in mediation/arbitration. With no data available, Shullsburg has been dropped out of the comparisons.

This leaves eleven comparable districts. As indicated in the following tables, averages have been calculated using two different assumptions: The first assumption is that all arbitrators will accept the Board offers. The second assumption is that all arbitrators will accept the Union offers. In each set of calculations the bench marks of BA Base, BA Maximum, MA Base, MA Maximum, and Schedule Maximum are used.

TABLE I - BA BASE

<u>District</u>	<u>1982-83 Settlement</u>	<u>Unsettled, Board Offer</u>	<u>Unsettled, Union Offer</u>	<u>Settled & Board Offer</u>	<u>Settled & Union Offer</u>
Mineral Pt.	12,750			12,750	12,750
Platteville		12,650	12,850	12,650	12,850
Iowa Grant		12,194	12,944	12,194	12,944
Lancaster		12,600	12,500	12,600	12,500
Darlington		12,300	12,966	12,300	12,966
Dodgeville	12,350			12,350	12,350
Hazel Green	12,000			12,000	12,000
Mt. Horeb	12,575			12,575	12,575
Potosi	12,100			12,100	12,100
Benton	12,400			12,400	12,400
Belmont		12,300	12,500	12,300	12,500
Average	12,362	12,409	12,752	12,384	12,540
Cuba City		12,500	12,700		

TABLE II - BA MAXIMUM

<u>District</u>	<u>1982-83 Settlement</u>	<u>Unsettled, Board Offer</u>	<u>Unsettled, Union Offer</u>	<u>Settled & Board Offer</u>	<u>Settled & Union Offer</u>
Mineral Pt.	18,488			18,488	18,488
Platteville		16,213	16,986	16,213	16,986
Iowa Grant		16,584	17,606	16,584	17,606
Lancaster		17,833	18,200	17,833	18,200
Darlington		15,780	16,655	15,780	16,655
Dodgeville	17,537			17,537	17,537
Hazel Green	17,280			17,280	17,280
Mt. Horeb	17,605			17,605	17,605
Potosi	16,500			16,500	16,500
Benton	16,771			16,771	16,771
Belmont		15,800	16,360	15,800	16,360
Average	17,364	16,442	17,161	16,945	17,272
Cuba City		18,000	18,288		

TABLE III - MA BASE

Mineral Pt.	13,750			13,750	13,750
Platteville		13,722	14,006	13,722	14,006
Iowa Grant		13,413	14,238	13,413	14,238
Lancaster		13,400	13,300	13,400	13,300
Darlington		13,470	14,203	13,470	14,203
Dodgeville	13,250			13,250	13,250
Hazel Green	12,750			12,750	12,750
Mt. Horeb	14,587			14,587	14,587
Potosi	13,420			13,420	13,420
Benton	13,000			13,000	13,000
Belmont		13,800	14,000	13,800	14,000
Average	13,460	13,561	13,949	13,506	13,682
Cuba City		13,700	13,960		

TABLE IV - MA MAXIMUM

Mineral Pt.	20,350			20,350	20,350
Platteville		20,898	21,325	20,898	21,325
Iowa Grant		20,388	21,648	20,388	21,648
Lancaster		19,808	20,216	19,808	20,216
Darlington		19,190	20,279	19,190	20,279
Dodgeville	20,140			20,140	20,140
Hazel Green	19,890			19,890	19,890
Mt. Horeb	21,629			21,629	21,629
Potosi	19,140			19,140	19,140
Benton	18,487			18,487	18,487
Belmont		18,100	18,740	18,100	18,740
Average	19,939	19,677	20,442	19,820	20,168
Cuba City		20,276	20,656		

TABLE V - SCHEDULE MAXIMUM

<u>District</u>	<u>1982-83 Settlement</u>	<u>Unsettled, Board Offer</u>	<u>Unsettled, Union Offer</u>	<u>Settled & Board Offer</u>	<u>Settled & Union Offer</u>
Mineral Pt.	20,350			20,350	20,350
Platteville		21,707	22,202	21,707	22,202
Iowa Grant		22,242	23,606	22,242	23,606
Lancaster		20,773	21,216	20,773	21,216
Darlington		21,110	22,318	21,110	22,318
Dodgeville	20,824			20,824	20,824
Hazel Green	20,800			20,800	20,800
Mt. Horeb	23,641			23,641	23,641
Potosi	19,580			19,580	19,580
Benton	19,631			19,631	19,631
Belmont		18,600	19,240	18,600	19,240
Average	20,804	20,886	21,716	20,842	21,219
Cuba City		21,432	21,855		

Although it would be preferable to use settlements only as comparables, both the settled and the unsettled negotiations on these tables are worthy of comment:

1. The Cuba City Board offer is higher than the average settlement in the six negotiations that have been settled.
2. The Cuba City Board offer is higher than the average board offer among the five negotiations that are in arbitration.
3. Except in the MA Base comparison, the Cuba City Education Association offer is higher than the average union offers among the five negotiations that are in arbitration.
4. Except at the BA Base level of comparison, if all the arbitrators in the five cases in arbitration were to accept the union offers, the Cuba City Board offer would be higher than the average final settlement for all eleven of the districts used for comparison. At the BA Base level the Cuba City Board offer would be \$40 less than that average.
5. The following table shows the rank of Cuba City in 1981-82 and the rank that would result under the several assumptions described in the tables above.

<u>RANK</u>	<u>BA BASE</u>	<u>BA MAX</u>	<u>MA BASE</u>	<u>MA MAX</u>	<u>Schedule MAX</u>
A. 1981-82 school year	3	2	4	4	4
B. Assuming that the Board offer is accepted in this case & union offers are accepted in all other med/arb cases	6	3	6	6	5
C. Assuming that the Union offer is accepted in this case & union offers are accepted in all other med/arb cases	5	2	5	4	5
D. Assuming that the Board offer is accepted in this case & board offers are accepted in all other med/arb cases	5	2	5	5	4
E. Assuming that the Union offer is accepted in this case & board offers are accepted in all other med/arb cases	1	2	2	3	3

Two key conclusions may be drawn from these figures and comments: First, given the most favorable outcomes from the standpoint of the Association in the five arbitration cases, the Board offer in this case is better than the average at all levels except the BA Base, where the Board offer is \$40 lower than the average.

Second, if the Board offer is accepted in this case, there will be some slippage in the Cuba City rank among the eleven comparable districts.

Thus, although Cuba City will slip from an overall rank of about third to fifth among the twelve comparable districts (assuming that arbitrators choose the unions' final offers in all five cases), it appears to me that the Board's offer in this case better satisfies the comparability criterion in Section 111.70 (4)(cm)7. of the Act.

Position of the Association on the extra duty schedule

The Association describes the history of negotiations on this subject with the simile of playing "leap-frog." Increases have been negotiated only every second and third year. The most recent increase was for the 1980-81 school year. Because of this pattern the rates for Cuba City have fallen behind and increases in the order of magnitude proposed by the Association are necessary. On this issue the Association makes comparisons with the other districts in the Southern Eight athletic conference. These comparisons purport to show that even with the increases proposed by the Association, the Cuba City rates are still lower than the average of other rates among the comparable districts.

Position of the Board on the extra duty schedule

The Board makes its comparisons on this issue with the same CESA 14 districts that it used in the comparisons on the salary schedule. According to these comparisons the Board's final offer is comparable in the amounts of the increases for 1982-83 as well as the levels that are achieved by the increases.

Discussion of the increases in the extra duty schedule

It was extremely difficult to make judgments on this issue. The data presented by the Board for the districts with which it would compare itself were sketchy at best. 1982-83 schedules were shown for only four districts, and not all the districts were represented in the data presented by the Board for 1981-82.

The Association presented more useful data and attempted to make comparisons for the Southern Eight athletic conference districts. The most useful table presented by the Association compared final offers of the parties with average athletic conference figures for 1981-82. That table is reproduced on page 7.

If these figures can be accepted as accurate, they would go a long way toward supporting the Association's case in this proceeding. Although it would be greatly preferable and would make the comparisons consistent with the comparisons made above with reference to the salary schedules, the parties have not furnished enough data to make those comparisons. Therefore, in making my judgment on this issue I am limited to the comparisons with the districts in the Southern Eight athletic conference (presumably leaving out Hazel Green but including Mt. Horeb). On this issue the Association then has

COMPARISON OF FINAL OFFERS
TO
1981-82 CONFERENCE AVERAGES

	<u>1982-82 Conf. average</u>	<u>1982-83 Union Final Offer</u>	<u>1982-83 Dist. Final Offer</u>
Coaching:			
Athletic Director	1306	1300	1210
Head Football	1260	1200	1100
Ass't Football	825	750	600
Freshman Football	732	650	550
Flag Football (Grade School)	-	200	210
Head Basketball - Boys	1260	1200	1100
Ass't Basketball - Boys	868	775	660
Freshman Basketball - Boys	838	700	660
Head Basketball - Girls	1260	1200	1100
Ass't Basketball - Girls (if needed)	868	775	660
Basketball - Girls (Grade school)	722	625	500
Ass't Basketball - Girls (Grade school)	557	425	445
Jr. High Basketball - Boys	760	625	500
Ass't Jr. High Basketball Boys (7th grade)	525	425	445
Head Wrestling	1260	1200	1100
Ass't Wrestling	839	775	660
Jr. High Wrestling	742	625	500
Head Golf	743	675	660
Baseball, Summer	1113	975	1025
Ass't Baseball	768	650	550
Head Track - Boys	1017	850	735
Ass't Track - Boys	722	600	450
Track-Boys (Grade School)	628	450	315
Head Track - Girls	1005	850	735
Ass't Track - Girls	738	600	450
Track-Girls (Grade School)	562	450	315
Volleyball - Girls	948	850	710
Ass't Volleyball - Girls	636	550	370
Volleyball-Girls(Grade)	512	400	210
Concert Band Director	817	650	600
Department Heads	500	200	200
Class Plays	535	325	240
One Act Play (Contest)	-	225	240
Forensics	465	350	240
School Paper	434	400	325
Annual	492	375	345
Homecoming	200	50	75
Cheerleading	401	500	400
Grade School Cheerleading	287	200	150
F.H.A.	482	150	75
Pep Club	399	125	75
Bus Chaperones	11.70	nc	12
Worker at School Events	10.70	nc	10
Class Advisor	350	nc	75
Prom	-	nc	175
Timers & Scorekeepers	12.30	nc	12
Timers & Scorekeepers (Grade School)	9.63	nc	10
Announcing (Football)	11.60	nc	12
Video Tape Operator (approval by A.D.)	19	nc	10

clearly made a better case than has the Board. If this were the only issue in this proceeding, I would choose the Association's final offer.

It seems clear to the arbitrator, however, that the issue of the salary schedule increases must weigh more heavily than the issue of the increases in the extra duty schedule. Therefore, on the basis of my findings above, I must choose the Board's final offer in this proceeding.

In presenting evidence to support their final offers the parties in this case emphasized the factor of comparability almost to the exclusion of all other factors that are included among those to which the arbitrator is directed to give weight in these proceedings. In arriving at my award, however, I have reviewed the other factors listed in Section 111.70 (4)(cm)7 of the Municipal Employment Relations Act and have concluded that none of them other than the comparability factor is determinative in this dispute. Therefore, I make the following

AWARD

The Board of Education's final offer is adopted and shall be included in the 1982-83 agreement between the School District of Cuba City and the Cuba City Education Association.

Dated:

April 5, 1983
at Madison, Wisconsin

Signed:

David B. Johnson
David B. Johnson