

RECEIVED

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

AUG 2 1983

----- X	:	WISCONSIN EMPLOYMENT
In the Matter of the Petition of	:	RELATIONS COMMISSION
	:	
TOMAHAWK EDUCATION ASSOCIATION	:	
	:	Case XXIV
To Initiate Mediation-Arbitration	:	No. 30361
Between Said Petitioner and	:	MED/ARB-1908
	:	Decision No. 20146-A
SCHOOL DISTRICT OF TOMAHAWK	:	
	:	
----- X	:	

APPEARANCES

John L. O'Brien, Attorney at Law, on behalf of the District

Gene Degner, Director, WEAC UniServ Council No. 18, on behalf of the Association

On December 28, 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 Tomahawk, hereafter the District or Board, and the Tomahawk Education Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on April 18, 1983, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on the same date for final and binding determination. Post hearing exhibits and briefs were filed by both parties by May 31, 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, vacancies arising during the course of the school year, child rearing leave, extra curricular salaries, negotiation procedures, implementation of salary increments and lane changes during the pendency of negotiations, and the effective dates of the "Above Pay Schedule" proviso #45.

In addition, an issue exists over comparability which could have an 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 discussed individually. Finally, the relative merit of the total final offer of both parties will be discussed.

COMPARABILITY

Position of the Parties

District Position

The District submits that the schools which have settled in the Lumberjack Athletic Conference should be the primary comparables in this arbitration proceeding. The Conference districts have been used historically as the comparables for this District. In addition, the Conference districts have been proposed by both parties as primary comparables.

The District has additionally proposed all schools within the

CESA II region. While the District believes these schools are comparable in geographic location, size and economic condition, the District is not making a strong argument that these schools be considered as comparables.

The Association, on the other hand, proposes that statewide averages and settlements including 92 schools in the Northern Wisconsin area be considered as comparables in this arbitration proceeding. The District emphatically argues that these schools and statewide averages not be so considered. The Statute clearly states that comparables are to be drawn from the same community or other communities similarly situated. Arbitrators, including this one, have been consistent in rejecting the use of statewide averages since there is an inability, in using these averages, to take into account the unique economic conditions of the community involved. For the same reasons, the use of comparables from all Northern Wisconsin school districts should be rejected. No evidence has been submitted which shows that the economic conditions of these districts are the same as that of this District.

Association Position

The Association believes that the schools in the Lumberjack Conference represent the best set of primary comparables. This set of comparables was utilized in the arbitration award for the 1981-82 contract, and in addition, the Athletic Conference schools are alike in many ways including size, geographic location, tax base, community norms, standard of living, and curriculum.

Additionally, the Association offers two other sets of comparables. The first includes 92 school districts in the Northern Wisconsin geographic area. The Association believes that these Northern School Districts are a good barometer in determining a settlement pattern in that they are less likely to be skewed at any one time than would be the settlement pattern for a smaller number of school districts. The economic climate of these Northern Wisconsin School Districts is also comparable with the District's.

The final set of comparables offered by the Association is all school districts in the State. Since education by State Constitution is a responsibility of the State, the Association does not believe that the arbitrator should overlook the comparison of a given school district's salaries to that of the State average. Further, the comparison with the State again acts as a barometer to show that the final offer of the Association is more in line with what is happening in the area, Northern Wisconsin and the State in general.

The District has misinterpreted previous arbitration awards in stating there is no basis for using school districts in a wide geographical area or for using state averages. The Association is arguing that the northern districts are an appropriate secondary set of comparables, and that the State should be used only as a guideline to show the reasonableness of the Association's final offer.

Discussion

Since both parties have suggested that the Lumberjack Athletic Conference districts constitute an appropriate primary set of comparables in this proceeding, and since all of the other districts in said Conference have agreements in effect for the 1982-83 school year, there is no need for the undersigned to rely upon less relevant sets of comparables in assessing the relative comparability of the final offers submitted herein. Because there is no dispute concerning the relevance of the Athletic Conference districts in this regard, they will be so utilized.

SALARIES

Association Proposal

STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30
1	12,675.00	13,004.00	13,333.00	13,662.00	13,991.00	14,320.00
2	13,182.00	13,511.00	13,840.00	14,169.00	14,498.00	14,827.00
3	13,689.00	14,018.00	14,347.00	14,676.00	15,005.00	15,334.00
4	14,196.00	14,525.00	14,854.00	15,183.00	15,512.00	15,841.00
5	14,703.00	15,032.00	15,361.00	15,690.00	16,019.00	16,348.00
6	15,210.00	15,539.00	15,868.00	16,197.00	16,526.00	16,855.00
7	15,717.00	16,046.00	16,375.00	16,704.00	17,033.00	17,362.00
8	16,224.00	16,553.00	16,882.00	17,211.00	17,540.00	17,869.00
9	16,731.00	17,060.00	17,389.00	17,718.00	18,047.00	18,376.00
10	17,238.00	17,567.00	17,896.00	18,225.00	18,554.00	18,883.00
11	17,745.00	18,074.00	18,403.00	18,732.00	19,061.00	19,390.00
12	18,252.00	18,581.00	18,910.00	19,239.00	19,568.00	19,897.00
13	18,759.00	19,088.00	19,417.00	19,746.00	20,075.00	20,404.00
14	19,266.00	19,595.00	19,924.00	20,253.00	20,582.00	20,911.00

STEP	MA	MA+6	MA+12	MA+18	MA+24	MA+30
1	14,650.00	14,979.00	15,308.00	15,637.00	15,966.00	16,295.00
2	15,309.25	15,638.25	15,967.25	16,296.25	16,625.25	16,954.25
3	15,968.50	16,297.50	16,626.50	16,955.50	17,284.50	17,613.50
4	16,627.75	16,956.75	17,285.75	17,614.75	17,943.75	18,272.75
5	17,287.00	17,616.00	17,945.00	18,274.00	18,603.00	18,932.00
6	17,946.25	18,275.25	18,604.25	18,933.25	19,262.25	19,591.25
7	18,605.50	18,934.50	19,263.50	19,592.50	19,921.50	20,250.50
8	19,264.75	19,593.75	19,922.75	20,251.75	20,580.75	20,909.75
9	19,924.00	20,253.00	20,582.00	20,911.00	21,240.00	21,569.00
10	20,583.25	20,912.25	21,241.25	21,570.25	21,899.25	22,228.25
11	21,242.50	21,571.50	21,900.50	22,229.50	22,558.50	22,887.50
12	21,901.75	22,230.75	22,559.75	22,888.75	23,217.75	23,546.75
13	22,561.00	22,890.00	23,219.00	23,548.00	23,877.00	24,206.00
14	23,220.25	23,549.25	23,878.25	24,207.25	24,536.25	24,865.25

15,405.00	15,802.00	15,921.00	16,240.00	16,557.00	16,876.00
15,776.00	16,095.00	16,414.00	16,733.00	17,052.00	17,371.00
16,269.00	16,588.00	16,907.00	17,226.00	17,545.00	17,864.00
16,762.00	17,081.00	17,400.00	17,719.00	18,038.00	18,357.00
17,255.00	17,574.00	17,893.00	18,212.00	18,531.00	18,850.00
17,748.00	18,067.00	18,386.00	18,705.00	19,024.00	19,343.00
18,241.00	18,560.00	18,879.00	19,198.00	19,517.00	19,836.00
18,734.00	19,053.00	19,372.00	19,691.00	20,010.00	20,329.00

EP	MA	MA + 6	MA + 12	MA + 18	MA + 24	MA + 30
	14,239.00	14,558.00	14,877.00	15,196.00	15,515.00	15,834.00
	14,879.76	15,198.76	15,517.76	15,836.76	16,155.76	16,474.76
	15,520.52	15,839.52	16,158.52	16,477.52	16,796.52	17,115.52
	16,161.28	16,480.28	16,799.28	17,118.28	17,437.28	17,756.28
	16,802.04	17,121.04	17,440.04	17,759.04	18,078.04	18,397.04
	17,442.80	17,761.80	18,080.80	18,399.80	18,718.80	19,037.80
	18,083.56	18,402.56	18,721.56	19,040.56	19,359.56	19,678.56
	18,724.32	19,043.32	19,362.32	19,681.32	20,000.32	20,319.32
	19,365.08	19,684.08	20,003.08	20,322.08	20,641.08	20,960.08
	20,005.84	20,324.84	20,643.84	20,962.84	21,281.84	21,600.84
	20,646.60	20,965.60	21,284.60	21,603.60	21,922.60	22,241.60
	21,287.36	21,606.36	21,925.36	22,244.36	22,563.36	22,882.36
	21,928.12	22,247.12	22,566.12	22,885.12	23,204.12	23,523.12
	22,568.88	22,887.88	23,206.88	23,525.88	23,844.88	24,163.88

The total value of the District's final offer amounts to approximately 8.2-8.4%, while the Association's total proposal amounts to about a 10.8-11.1% package. The foregoing differences in costing estimates result from minor differences which exist between the parties in their costing methodology. The undersigned will not address these differences since they are not, in the undersigned's opinion, significant enough to be dispositive of the dispute.

Association Position

The parties have agreed upon several issues for the 1982-83 school year. Those which are of particular importance herein concern the right of the District to change the carriers of dental and long-term disability insurance and also the fact that hereafter special pay for special education teachers shall only be given to those not given a preparation period. The importance of these stipulated agreements is that all represent potential savings to the District for the 1982-83 year as agreed upon by the Association. As far the insurance carriers issue is concerned, the fact that the District did not choose to change carriers is an obvious indication that the District was not under any financial bind. In regards to the pay for special education teachers, the savings resulting therefrom must be counted and discounted from the value of the total package. It is ludicrous for the District to argue that increased costs for insurance should be counted in total package costing but that a give-back on the extra pay schedule should not be taken into consideration.

The record is void of any indication that the District cannot meet the financial cost of either proposal. The mill levy is already set for the 1982-83 year, and the only assumption which can be made is that the money is waiting in the District's coffers to be distributed either in teachers' salaries or spent on other things. Furthermore, nothing in the record indicates that the community in question has suffered as much as other Wisconsin communities under the past recession. This may be because this community had a lower unemployment rate than surrounding communities.

The Association believes that the agreement between the District and non-teaching personnel in the District is significant. It should be noted that these individuals were provided full fringes, an extra 2% retirement benefit for the 1982-83 school year and a 9% rate increase. This increase is significantly more than the rate increase proposed by either the District or the Association. While the District may argue that the agreement was reached under different economic conditions, the times were not significantly different from today. Said agreement more adequately reflects the happenings in negotiations for the 1982-83 year in the surrounding area and for school employees than does the District proposal for the teachers for 1982-83.

The Association submits that the Consumer Price Index (CPI) should be utilized by the Arbitrator; however, the impact of the Index over a considerable period of time must be analyzed. The District argues that the CPI for the twelve-month period preceding February 25, 1983 is the correct date. However, it is not shown how this date relates to the contract date. The Association more correctly argues that the CPI increases from August 1981 to August 1982 reflect the time period of the last salary schedule. Both parties agree that the index to be used is that of nonmetro urban areas. The increase of the cost of living for the August 1981 to August 1982 period was 10.3%. Thus, the cost of living for the year preceding the implementation of this contract is much closer to the offer by the Association than the offer of the District.

Furthermore, exhibits by the Association show what the salary should be for seven bench marks if the teachers had been able to keep up with the increase in the CPI for the last four years. These exhibits show that the teachers have lost wages to the CPI over a four-year period, and that by no means does the Association's offer for the 1982-83 year help the teachers catch up with or

maintain a position equivalent to the increase in the CPI over said period of time.

Thus, the Association argues that if the Arbitrator is to give credence to the CPI he must look at it over a historical period of time, in which case it is clearly demonstrated that he should choose the Association's offer. The issue then becomes how much should the teachers lose to the increase in the CPI; it should not be whether they should be granted an increase more than the CPI for one year. Granting a slightly larger increase than the CPI increase is certainly warranted considering what the teachers have lost to the CPI over the last four years. While the District may argue that this is not a year for catch-up, it is clear from the evidence that the teachers are not catching up, but are still in fact losing slightly to the CPI under the nonmetro urban index.

The Association believes that the only reliable method to characterize teacher salary increase is by the bench mark approach, which provides the most reliable basis for the comparison of wage rates.

However, if the Arbitrator chooses to look at the total package cost the average for the six schools settled in the Conference is 9.4%. In this regard, the Association is at 10.7% while the District is at 8.1%, which indicates that the 9.4% average is exactly midway between the parties' proposals. However, when viewing the fact that the District had other opportunities to save money and did not choose to do so, the Association thinks its offer should be preferred.

In making various comparisons at benchmarks, it is clear that the Association's offer is much more reasonable than the District's. The chart which represents the actual dollar amounts the Lumberjack Conference schools increased their benchmarks for 1982-83 compared to the final offers herein shows that the Association's final offer reflects the voluntary settlement pattern of the Conference and the District offer is significantly below that.

Additionally, the exhibits which show the historical ranking of the seven schools in the Lumberjack Conference, the State average and group average over a period of years at each benchmark show how reasonable the Association's offer is. In every case the Association's offer either does less to decrease the ranking, maintains the ranking or increases the ranking of the District while the District either decreases the ranking more or, at best, maintains the District's ranking.

When looking at the amount needed to catch up to State averages at each benchmark for each offer, under the Association's proposal the teachers continue to be below the State average at a ratio reflecting the past four years experience. Under the District's final offer, however, there is a sudden escalation in the difference.

Further the 8.8% increase in salaries the Association has proposed is in accord with the voluntary wage pattern set by the primary comparable districts, while the 5.75% salary increase proposed by the District is not even close.

The historical ranking at the benchmarks as compared with the Northern District and their percentile rankings among the Northern Districts again show that the Association's offer is more reasonable than the District's. Again and again the exhibits show how the Association's offer is more reasonable considering that the teachers will still lose ground in terms of percentages and ranking with either offer.

Finally, the Association has submitted a series of articles and editorials both from within and outside the profession, indicating an urgent need for higher teacher salaries in order to attract qualified teachers and retain experienced people in the profession.

District Position

The District believes that a comparison of salary benchmarks is an appropriate means of comparing the final offers at issue herein. The District offers five benchmarks for comparison--starting bachelors, top bachelors, starting masters, top masters and the schedule maximum. The Association would also wish to make comparisons at the 7th step BA and the 10th step MA. The Association offers no reasons to support using the additional benchmarks. The District submits that using the additional benchmarks makes no more sense than using any other benchmarks in comparison. The District believes that only the five benchmarks which it offers should be used.

In comparing the offers at each of the five benchmarks, it is important to compare where each offer will place the District in ranking in comparison to its historical ranking. For both the starting and top BA, either offer will drop the ranking of the District. The acceptance of the District's offer will reduce the ranking by two steps while the Association's offer will reduce the ranking by one step. For both the starting Masters and the Schedule Maximum, either offer will retain the historical ranking of the District. At the top Masters, the District's offer will retain the historical ranking while the Association's offer will increase the District's ranking by one. It is important to note that few teachers are at the two benchmarks where there is a drop in historical ranking. Many more teachers are at the starting masters and above categories and at these levels the District offer maintains the historical rankings. The District might even be considered a "wage leader" at these levels because of its rankings of 2,3, and 3 respectively at the three top benchmarks.

The District has managed to maintain these "wage leader" rankings despite the fact that it has an annual levy rate which is the same, if not worse, than other schools in the Conference.

The Association has made the claim that the District has plenty of money in its coffers to pay for the Association's offer. Not only do they have no evidence to back up this claim, the District refutes such an allegation. The School District budget is set on July 1 for the following school year. Tax assessments do not go out until January 1 and monies are not received until January at the earliest. Any deficit or surplus is merely due to the fact that the budget year and assessment do not coincide. There is no "money in the District coffers."

The Association also argues that the District has a lower unemployment rate than surrounding districts. Neither party has put in any evidence which supports such an allegation.

Both parties have referred to the Consumer Price Index as the best measure of the "cost-of-living" in the geographic area. The District argues that the CPI for February 28, 1983 gives the best indication of the "cost-of-living" during the school year in question. This index measures the cost of living from January 1982 to January 1983. It thus gives the clearest picture of the CPI for the actual school year. The Association argues that the index for October 1982 should be used. However, that index measures the cost of living from September 1981 to September 1982 which only includes a small portion of the school year in question. The District submits that the cost of living for the year preceding the contract year in question should not be used.

Utilizing the District's proposed measure of the cost of living, which was 6.1% for nonmetro urban areas, it is noteworthy that both proposals are substantially higher than the increase in the "cost-of-living" during this contract period.

The Association also cites the '81-82 arbitration award involving these parties in support of its contention that teachers' salaries have lost ground. While the Association acknowledges that the award was a 13.02% total package when the CPI was 10.7%, the

Association argues that the actual cost of salaries was not 13.02% but only 8.9%. However, the Association again is trying to compare salary to CPI, an erroneous comparison as the arbitrator in that case stated. Comparisons must be made between the total package and the CPI; salary cannot be made an isolated factor. The District readily admits that salaries were less costly than anticipated. This was merely due to a reduction in staff whereby more highly paid teachers left and were replaced by less experienced, lower paid teachers. In any case, such changes in staff, whether effecting a savings or a cost to the District, are not costed in proceedings such as this for the sake of convenience, simplicity and certainty, and are not, and should not be considered as factors in the costing process.

The Association further argues that changes in insurance carriers for dental care and long-term disability could have affected savings to the District. It should be noted that the District erroneously stated to the Arbitrator, in correspondence, that the dental insurance could have been cancelled on February 1, 1983 while the long-term disability insurance could have been changed on November 1, 1982. In fact, neither policy could have been cancelled until February 1, 1983. The negotiated stipulations were not agreed to until after the premium due date of November 1, 1982. Therefore, neither policy could be cancelled until the next premium due date of February 1, 1983. The District argues that changes in premiums for insurance solely because of negotiated changes in carriers are not appropriately included as part of the costing of a package because of their uncertainty. However, even if they are included in the costing process, their impact would be minor here since they could not have been implemented until February 1, 1983.

The Association, in supplemental submissions, believes that the District has affected a savings because of the changing of item 22 of the pay schedule. That change meant there would be no more special education room pay. The Association claimed a savings of either \$7,956.00 or \$8,143.00, depending on which offer was chosen by this Arbitrator. However, these are not the actual savings because four of the nine teachers affected by this change will still be receiving pay for not having a preparation period. Therefore, using the costing method proposed by the Association, the savings in actuality would only be \$4,150.57. While the District submits that this savings should not even be costed in the final package, this savings is certainly not as much as the Association claims it is. In percentage terms, this savings would be 0.18% on the final offers bringing the District's final offer to 8.27% and the Association's final package to 10.91%. This would still mean that the District's offer is 2.26% above the CPI while the Association's offer is 4.90% above the CPI.

Furthermore, the Association has characterized the settlement average in the Conference as being 9.4%. Using the figures of 8.27% and 10.91%, the Association's offer is 1.51% above the Conference average while the District's offer is 1.13% below the Conference average. The District's offer is therefore substantially closer to the Conference average than that of the Association.

The Association uses a variety of tables both in its exhibits and brief to try and show that the District's offer is out of line when compared to the Conference and State averages. While the State averages should not even be used, for reasons stated previously, even using them the District's offer is only behind at the BA Minimum and Maximum. Thus, the Association's own figures show the reasonableness of the District's offer.

The Association also purports to show that the District's final offer is only approximately one-half of the average increase in the Conference at every benchmark. However, the overall Conference average increase in total package is 9.4%. The District's offer is only 1.13% below that average. Furthermore, although the Association contends that its final offer is less than the Conference settlements at the benchmarks, its final offer is more

than 1% above the average Conference total package increase. This is a case where the Association's figures are correct but they are being used for misleading purposes.

The Association also compares the District with the top schools at each benchmark. There is no reason to compare the District to the top schools any more than it should be compared to any other single position. In fact, a strong argument may be made that the top and bottom schools should be ignored as extremes and only those schools in between should be compared.

Although newspaper articles were submitted by the Association concerning allegedly "better" economic conditions in the area, no articles were submitted from the local newspaper and no articles concerned the County where the District is located. Moreover, the articles submitted could only be considered cautiously optimistic at best.

The Association also makes a comparison between the teachers and the settlement for non-instructional personnel. First, that contract is a two-year agreement which was reached in a different economic climate. In that regard arbitrators have been uniform in rejecting a comparison of two-year agreements to a current dispute. Additionally, the Association speaks of the "full" fringe benefits granted to these employees, but fails to note that benefits are only medical, life and disability insurance, whereas the teachers enjoy fringes such as sick leave, personal leave, maternity leave, etc.

Finally, several articles submitted by the Association relate to a philosophical approach concerning whether teachers should be paid more. The District does not disagree as to rewarding outstanding teachers and getting rid of substandard teachers. However, the Association's philosophy has been to equalize benefits among teachers, not to give more to those who merit more. In fact the compensation mechanism as it exists now, cannot give recognition to meritorious teachers, nor does it allow the District to readily get rid of poor quality teachers.

Discussion

Utilizing the aforementioned comparable school districts and seven salary benchmarks which are frequently utilized as a basis for comparisons in proceedings such as this, the undersigned has constructed the following tables to assist in the analysis of the parties' salary proposals:

	BA Base		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$12,972	\$13,750	6.0	778
Medford	12,125	12,900	6.4	775
Phillips	12,100	12,993	6.9	833
Eagle River/Northland Pines	11,800	12,479	5.8	679
Park Falls	11,850	12,875	8.8	1,045
Ashland	11,445	12,275	7.3	830
Average	12,049	12,872	6.9	823
Tomahawk	11,900	B 12,325 A 12,675	3.6 6.5	425 775
+/- Average	- 149	B - 547 A - 197	-3.3 - .4	-398 - 48
Ranking Among 7	4	B 6 A 5		

B - Board
A - Association

	BA 7th		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$16,085	\$17,050	6.0	965
Medford	15,125	16,092	6.4	967
Phillips	14,885	16,076	8.0	1,191
Eagle River/Northland Pines	14,844	15,698	5.8	854
Park Falls	14,880	16,195	8.8	1,315
Ashland	14,421	15,467	7.3	1,046
Average	15,040	16,096	7.0	1,056
Tomahawk	14,756	B 15,283 A 15,717	3.6 6.5	527 961
+/- Average	- 284	B - 813 A - 379	-3.4 - .5	-529 - 95
Ranking Among 7	6	B 7 A 5		

	BA Max		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$18,680	\$19,800	6.0	1,120
Medford	17,625	18,752	6.4	1,127
Phillips	18,280	19,980	9.3	1,700
Eagle River, Northland Pines	17,888	18,918	5.8	1,030
Park Falls	17,910	19,495	8.8	1,585
Ashland	18,388	19,721	7.2	1,333
Average	18,129	19,444	7.3	1,315
Tomahawk	18,088	B 18,734 A 19,266	3.6 6.5	646 1,178
+/- Average	- 41	B - 710 A - 178	-3.7 - .8	- 669 - 137
Ranking Among 7	4	B 7 A 6		

	MA Base		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$16,085	\$17,050	6.0	965
Medford	12,925	13,800	6.8	875
Phillips	13,000	14,040	8.0	1,040
Eagle River/Northland Pines	13,098	13,851	5.7	751
Park Falls	12,975	14,120	8.8	1,145
Ashland	12,099	12,976	8.1	977
Average	13,364	14,306	7.2	959
Tomahawk	13,754	B 14,239 A 14,650	3.5 6.5	485 896
+/- Average	390	B - 67 A 344	-3.7 - .7	- 473 - 63
Ranking Among 7	2	B 2 A 2		

B - Board
A - Association

	MA 10th		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$20,756	\$17,050	6.0	1,244
Medford	18,163	19,389	6.7	1,226
Phillips	17,900	19,386	8.3	1,486
Eagle River/Northland Pines	18,727	19,804	5.6	1,077
Park Falls	17,970	19,565	8.9	1,595
Ashland	17,445	18,710	7.3	1,265
Average	18,493	19,809	7.1	1,315
Tomahawk	19,324	B 20,006	3.5	683
		A 20,583	6.5	1,259
+/- Average	831	B 197	-3.6	- 633
		A 774	- .6	- 56

Ranking Among 7

2 B 2
A 2

	MA Max		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$24,387	25,850	6.0	1,463
Medford	20,491	21,873	6.7	1,382
Phillips	20,150	22,086	9.6	1,936
Eagle River/Northland Pines	21,853	23,111	5.8	1,258
Park Falls	20,190	21,985	8.9	1,795
Ashland	21,010	22,532	7.2	1,522
Average	21,347	22,905	7.4	1,559
Tomahawk	21,800	B 22,568	3.5	771
		A 23,220	6.5	1,420
+/- Average	453	B 338	-2.9	- 788
		A 314	- .9	- 139

Ranking Among 7

3 B 3
A 2

	Scheduled Max		Increase	
	81-82	82-83	%	\$
Minocqua/Lakeland	\$28,020	\$29,700	6.0	1,680
Medford	21,571	23,353	8.3	1,782
Phillips	21,050	22,734	8.0	1,684
Eagle River/Northland Pines	23,788	25,157	5.8	1,369
Park Falls	21,315	23,210	8.9	1,895
Ashland	21,760	23,284	7.0	1,524
Average	22,917	24,573	7.3	1,656
Tomahawk	23,345	B 24,163	3.5	821
		A 24,865	6.5	1,520
+/- Average	428	B - 410	-3.8	- 835
		A 292	- .8	- 136

Ranking Among 7

3 B 3
A 3

B - Board
A - Association

The foregoing tables reflect a salary benchmark comparison which the undersigned believes is appropriate to utilize in this dispute because of the objectivity and reliability of the data contained therein, and because of the fact that all of the districts in the Athletic Conference, which both parties agree should constitute the primary comparables in this matter, have agreements in effect for 1982-1983.

Such a comparison of salary benchmarks should provide a relatively reliable portrait of how well the teachers in the District will fare under each final offer, in terms of their actual salaries and the size of their salary increases, when compared to similarly situated teachers in comparable districts.

While one might also compare the value of the total package proposed by each party with the value of settlements in comparable districts, such data is usually much less reliable and it also does not reflect nearly as well what teachers will actually receive in terms of improved benefits.

In this instance the record does indicate that the parties' proposals, in terms of their total value, appear to be at the high and low ends of the spectrum of settlements among comparable districts, the Association's proposal being at the high end and the District's at the low end. The record also indicates that the clear majority of comparable districts in the Athletic Conference settled somewhere between these two rather extreme positions, suggesting perhaps, that a settlement falling somewhere between the two final offers submitted herein would probably be much more comparable than is the case herein.

Returning to the salary benchmark comparisons it becomes evident that at the three BA lane benchmarks, the Association's proposal is clearly the more comparable of the two, in terms of its relationship to actual salaries and the size of increases both in terms of percentages and dollars. Further, with respect to these three benchmarks, there is no basis, based upon the District's status vis a vis its comparables, to justify proposals which are as out of line with the comparables as are the District's.

At the four remaining salary benchmarks analyzed, although the size of the increases proposed by the Association are clearly more comparable than the District's, both in terms of their dollar and percentage value, a persuasive argument might be made that smaller increases than those granted in comparable districts are justified in view of the fact that the District's salaries at these benchmarks are ^{at} near the top of the comparables, except for the Lakeland Union High School District. Conceding that possibility, the undersigned is not persuaded that the District's salaries are sufficiently out of line, when viewed in the context of salaries of comparable districts, to justify the disparity which exists between the District's salary proposals and the agreements which are in effect in comparable districts. While a case might have been made justifying increases of 1-2% less than those granted in comparable districts based upon the relative strength of the District's salaries at this end of the salary schedule, no persuasive case has been made justifying the fact that the District is proposing increases at these benchmarks which are 3-4% below the average increases granted to similarly situated teachers in comparable districts.

The foregoing salary benchmark comparisons therefore generally support the comparability and resulting relative reasonableness of the Association's salary proposal, particularly when it is contrasted with the District's proposal on this issue.

The reasonableness of the above conclusion is further suggested by the fact that the District has provided other District employees with improvements in benefits which approximate, in their percentage value, the economic value of the package proposed by the Association.

Further, the relevant CPI for the year preceding the contract year at issue also supports the reasonableness of the Association's salary proposal in that during said period of time the teachers lost approximately 10% in real income to inflation. The impact of inflation over this period of time is most relevant to the determination which must be made herein in that the losses resulting therefrom are the most legitimate inflationary factors to be considered in determining what constitutes an equitable increase in the context of an inflationary economy.

Further support for the reasonableness of the Association's salary proposal may be found by virtue of the fact that the record is totally void of any evidence or argument demonstrating that the District is distinguishable from comparable districts on the basis of the state of the local economy or based upon the District's relative ability to support its educational program. Absent persuasive evidence in this regard, comparability is clearly the most significant criteria to consider in determining the relative reasonableness of the parties' final salary offers, and in that respect, the Association's proposal is clearly the more reasonable of the two submitted herein.

Child Rearing Leave

Association Proposal

"After being employed in the Tomahawk school system for two (2) years, employees shall be eligible for unpaid leave of absence for childrearing purposes. Such leave shall be for one complete semester and not to exceed two continuous semesters. The request shall be made one semester in advance and may be denied for good and sufficient reason."

District Proposal

"After being employed in the Tomahawk School System for two consecutive years, employees shall be eligible for unpaid leave of absence for child rearing purposes not to exceed six weeks; such period of time shall be extended upon written verification from a physician that such extension is necessary for the welfare of the child."

Association Position

This is not an issue that can be determined by comparative language in the Lumberjack Conference, since language alone is not as significant as the practice of each district, which is not in the record. The contract language which does exist however does favor the Association's position.

The District's proposed child rearing leave provision is not really child rearing leave, but rather it is an extension of maternity leave. For this reason, the Association believes it highly discriminates against male teachers and adoptive parents. On the other hand, the Association's proposal grants a one or two-semester leave which can be denied by the District, and which requires a timely request on the part of all employees.

The Association argues that in comparison to child rearing leave language in other Lumberjack Conference districts, its offer more closely parallels that language, where it exists, and second, its language does not discriminate against male teachers and adoptive parents by making child rearing leave an extension of maternity leave, as does the District's proposal. Further, it provides the District with sufficient protection to assure that its interests will be protected.

District Position

The Association states in several places in its brief that child-rearing leave as proposed by the District is discriminatory against male teachers and adoptive parents. There is nothing in the

District's proposal that states that such leave is available only to female teachers or that it has any relationship to maternity leave. Neither male teachers nor adoptive parents are excluded from the District's proposal. The Association's allegations simply are not true.

District Exhibit 34 shows that two districts in the Conference have no provision at all for childrearing leave. One district has a provision for long-term maternal leave and another has extended leave available for personal reasons. Only two districts in the Conference have provisions for childrearing leave, both of which have one to two semesters. Thus, the comparables in no way support the Association proposal. Of the six districts in the Conference, excluding this District, only two have childrearing leave provisions in their contracts. The other four either have none, or only maternity or personal leave provisions.

It is also important to note the District's final offer provides for a general six weeks childrearing leave, plus extended leave on verification from a physician that it is necessary for the child's welfare. The District's proposal thus exceeds the provisions of four of the other six Conference districts.

Discussion

Although on its face the Association's proposal appears to address a legitimate matter of teacher concern while attempting to consider and protect legitimate District interests, such a benefit, because it is relatively uncommon among the District's comparables, should at this time be negotiated voluntarily rather than awarded through an arbitration proceeding such as this. Because of the rather novel nature of the benefit in question, at least in the context of the comparables utilized herein, it is the undersigned's opinion that the Association's proposal on this issue is less reasonable than the District's.

Vacancies Arising During the Course of the School Year

The parties' 1981-82 Agreement contained the following provision in this regard:

"If a vacancy occurs during the course of the school year and the district decides to fill the vacancy, the district shall fill said vacancy with a bargaining unit employee, if a qualified applicant is available. State certification does not necessarily imply that the person is qualified. The district retains the sole right to determine if a person is qualified."

The Association proposes that it not be changed.

The District proposes the following revision:

"2. Recognition. Revise Article 1, Recognition (d) to read as follows: If a vacancy occurs during the course of the school year and the District decides to fill this vacancy, the Board shall post a notice of the vacancy in each school in the District; present employees shall have the opportunity to submit their request to be assigned to the vacant position, providing they do so within five (5) days after posting notice of vacancy. The District will give consideration to such requests from employees provided, however, the District shall be under no obligation to fill the vacancy from within the existing staff."

District Position

The District proposes that Article 1(d), pertaining to recognition, be amended. It is unrefuted on the record that the intent of that paragraph, at the time it was first placed in the Contract, was to provide that in the event a vacancy occurred during the course of the school year a permanent employee would be hired, rather than a series of substitute teachers. The language, as it appears

in the present Contract, is ambiguous and does not reflect the intent of the parties. It was never intended that in the event of a vacancy, present employees be given an absolute right to transfer to the vacant position if they so wished. The language proposed by the District does nothing more than to clarify that language to embody the original intent of the parties. It is clear that the Association obtained a windfall when the ambiguous language was placed into the agreement, an inequity which should be corrected in this arbitration.

Association Position

Under the '81-82 agreement, bargaining unit members were provided the opportunity to fill vacant positions if they qualified. The District is seeking to take away said right instead offering only to post notices of vacancies in the District. The District asserts that the recognition language in the present contract is ambiguous and does not reflect the intent of the parties. However, the language proposed by the District is even more ambiguous than before and surely does not reflect the alleged mutual intent of the parties the District asserts originally existed. More importantly, to take away a teacher's right to consideration for a vacancy takes away a major form of job security for teachers in the District. The District is seeking to make a change through arbitration that it could not get voluntarily. The Association urges the arbitrator in this matter to consider the importance of the right that the District is demanding that the Association surrender.

Discussion

In the undersigned's opinion the Association's position must prevail on this issue essentially for two reasons.

The District is attempting to remove from the Agreement a benefit the teachers had previously acquired without demonstrating a legitimate need for such a change as evidenced, for example, by problems it has caused.

Secondly, assuming arguendo that the alleged mutual intent which the District asserts existed when the original provision was negotiated did in fact exist, its proposed change is no more accurate in reflecting that intent than is the language in the 1981-82 Agreement. Instead, the District appears to be attempting to delete from the Contract its obligations to give serious consideration to teacher requests for transfers arising during the course of a school year. Absent evidence that such obligation has imposed legitimate hardships on the District and/or that it has caused real problems, the District has failed to make a case for its proposed change.

NEGOTIATION PROCEEDINGS

The 1981-82 Agreement provided that negotiations for a successor agreement is to begin "on or about January 1, and no later than January 10...." The District wishes to retain this provision.

The Association instead proposes that it will submit initial proposals by February 1, the Board will respond with its initial proposal by February 15, and thereafter negotiations will commence, in no event later than March 1.

Association Position

The negotiations procedure under the current agreement provides simply that on or about January 1 and no later than January 10 of each year the parties agree to meet and confer and negotiate in a good faith effort to reach agreement on all matters raised by either party concerning questions of wages, hours, and conditions of employment. The new proposal by the Association would not negate this proviso, however, it would put a specific procedure in place for the exchange of initial proposals.

District Position

The Association's proposal pertaining to the negotiation procedure in essence changes the dates by which the negotiations shall commence. Although this is a relatively minor proposal, it is important to note that this, in normal circumstances, will delay the negotiations by as much as two months. Granted, negotiations at the present time in many school districts, including this one, go beyond January 1 and in many cases go beyond March 1. However, negotiations have traditionally been terminated well in advance of the close of the school year. January is a legitimate time to begin negotiations so as to eliminate negotiations extending beyond the close of the school year. If the meetings do not commence until March there are only three months in which to complete negotiations. The present contract allows five months to complete the negotiations, which is far more realistic. The Association states that its proposal for a new negotiation procedure does nothing more than put a procedure in place for the exchange of initial proposals. However, as the proposal states on its face, the Association proposal delays the commencement of negotiations which cannot help either party.

Discussion

Based upon this year's experience, it would appear, unfortunately, that neither party's position comports with the realities of the negotiation process. However, in the hope that the negotiations process between the parties will be more efficient and successful in the future, it is the undersigned's opinion that the Association has failed to make a persuasive case supporting the need for delayed commencement of the negotiations process. Absent evidence and/or persuasive argument that a proposed change of this type is both viable and necessary, which evidence and/or argument is missing herein, such a proposal cannot prevail.

IMPLEMENTATION OF SALARY INCREMENTS AND LANE CHANGES DURING THE PENDENCY OF NEGOTIATIONS

The Association proposes the following proviso:

"Increments and lane changes shall be made annually each fall as per the previous agreement provided a new agreement is not reached at the start of the school year."

The District has no proposal on this issue, which in effect means that the agreement would remain silent on the issue and the requested benefit would not be granted.

Association Position

The Association is proposing that increments under the previous agreement be granted at the start of each school year in which a new agreement is not reached by the start of school. Dramatic documentation is not needed to show the soundness of this proposal, as the District would have the arbitrator believe. The District continues all other aspects of the contract, including paying the full insurance aspects of the contract, including paying the full insurance premium when the cost goes up, even though negotiations have not been completed by the start of the school year. It is just as likely that many of these items could change during the negotiation process as well as the increments and the lanes on the salary schedule. In fact, uniform administration of a contract until a new one is achieved is not a principle foreign to labor negotiations. Therefore, because this economic benefit is due teachers under their past agreement, it should be incorporated into the new collective bargaining agreement.

District Position

The Association's proposal is a dramatic language change and one which is totally unsupported by the exhibits offered by the Association. Aside from the obvious accounting difficulties in implementing one salary change in the fall and another at a later date,

when negotiations are complete, there is an additional problem in that there is no contract between the parties during the period in question. If the contract is not settled, the increments are not determined. The District's salary schedule is not indexed. Thus, the increments are a matter of negotiation. The Association's proposal would require implementation of an old salary schedule in the fall with increases for experience and credits, with no certainty as to what the increments would eventually become as a result of the negotiations. The same holds true of lane changes. Although the education acquired by each teacher is known at the time school starts in the fall, the dollar value of the lane changes is not known and is a matter of negotiation. In fact, in the present arbitration proceeding, both the District and the Association have made proposals for increases in the lanes.

If the Association feels a compelling urge for this provision, it should be required to offer supporting data. There is no supporting documentation whatsoever. It has wholly failed to offer any evidence that even one other school district in the Athletic Conference has a similar provision. In fact, with its liberal treatment of comparables and large packet of exhibits, the Association has not shown there is another district in the entire State with a similar provision in its contract.

Discussion

The parties' positions on this issue reflect competing legitimate interests which have a direct bearing on the negotiations process. Because this issue is related to the relative bargaining strength of the parties in the negotiations process, the undersigned is of the opinion that the relative merits of each party's position should not be determinative, but instead, the practice in the field should prevail, and in that regard, the lack of any comparability evidence supporting the Association's proposal clearly favors the District's position.

ABOVE PAY SCHEDULE - ITEM/A45

The 1981-82 Agreement provided in this regard:

"6th and 7th Girls Basketball 1981-82 (Only) \$364.36."

The Association proposed to delete the reference to the dates in the proviso while the District proposes to substitute "1982-1983 (Only)."

District Position

Again, this is a comparatively minor matter but the District submits that its proposal embodies the continuing contractual intent of the parties.

Discussion

In all candor neither party has presented a persuasive argument why its proposal might be preferable over the other party's. Therefore, based upon this record, no determination may be made on the relative merit of the parties' positions on this issue.

EXTRA CURRICULAR SALARY SCHEDULE

The District proposes a 9% increase in the schedule while the Association proposes 6.5%.

Discussion

Neither party has presented evidence or argument in support of its position on this issue and accordingly, no determination can be made on the merits of said issue.

TOAL FINAL OFFER

For the reasons discussed above the undersigned has determined that the Association's proposals and/or positions regarding the salary schedule and vacancies arising during the course of the school year are more reasonable than the District's, that the District's proposals/positions regarding child rearing leave, negotiation procedures and the implementation of salary increments and lane changes during the pendency of negotiations are more reasonable than the Association's, and that no determination can be made on the merits of the parties' positions regarding extra curricular pay and proviso #45 of the "Above Pay Schedule."

It is also clear that the salary schedule dispute is significantly more important to both parties than all of the remaining issues, considered either individually or as a group.

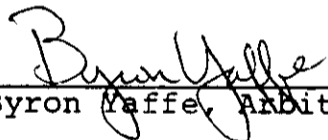
Lastly, it is important to note that although the economic value of the Association's total proposed package is relatively high - in fact, probably unnecessarily high in light of several previously discussed circumstances - it is not significantly out of line with the value of agreements reached in several comparable districts (four of said districts arrived at 9-11% settlements).

For all of the foregoing reasons the undersigned is of the opinion that the Association's total final offer is somewhat more reasonable - or more appropriately, less unreasonable - than the District's and therefore, based upon said conclusion, the undersigned hereby renders the following

ARBITRATION AWARD

The final offer submitted by the Association herein shall be incorporated into the parties' 1982-1983 Agreement.

Dated this 27th day of July, 1983 at Madison, Wisconsin.


Byron Gaffe, Arbitrator