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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

FEB 20 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the Petition of :
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ALTOONA EDUCATION ASSOCIATION :
:
To Initiate Mediation-Arbitration : Case XIII
Between Said Petitioner and : No. 31324
: MED/ARB-2214
SCHOOL DISTRICT OF ALTOONA : Decision No. 20875-A
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APPEARANCES

Karl L. Monson, Wisconsin Association of School
Boards, Inc., on behalf of the District

R. F. Gilligan, Executive Director, West Central
Education Association, on behalf of the Association

On August 11, 1983 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70(4)(cm)6b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the School District of Altoona, hereafter the District, and the Altoona Education Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on October 25, 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 December 5, 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 arbitration award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1983-1984 school year and involves issues related to the salary schedule and health insurance. In addition, the parties are also in disagreement as to which school districts should be considered as the appropriate comparables in this proceeding. Because the disposition of the latter issue may have an impact on the resolution of the substantive issues which are in dispute, it will be addressed first. Thereafter, the relative merit of the parties' positions on each of the issues in dispute will be discussed, after which the relative merit of the total final offers will be addressed.

COMPARABILITY

Association Position

The Chippewa Falls-Eau Claire districts are the most appropriate comparables to utilize in this proceeding since it has been clearly shown that Altoona is an integral portion and recognized part of the Chippewa Falls-Eau Claire urban area.

In this regard, there exists a common market for supplies and services between the District and the Chippewa Falls-Eau Claire urban area. It is undisputed that Altoona is a bedroom community to the City of Eau Claire and that most of its residents work in Eau Claire. Thus, per capita income in Altoona is comparable to that of residents in Eau Claire-Chippewa Falls.

Eau Claire has historically been utilized by the Association as its primary comparable. In this regard, even the District has recognized the connection between the two systems' salary schedules.

In fact, it is because of the District's traditional comparison with Chippewa Falls-Eau Claire that it has exceeded the Cloverbelt Athletic Conference benchmarks.

Historically, other districts and arbitrators have recognized that the District is influenced by its urban neighbors, thereby distinguishing it from other athletic conference districts.

The District's teachers have the same certification requirements as do all other teachers in the state. They face as many students and have as many responsibilities as do the teachers in Chippewa Falls-Eau Claire. Therefore, it is only fair that they receive the same compensation.

District Position

The 14 districts in the Cloverbelt Athletic Conference, which often have been utilized as comparable in mediation-arbitration proceedings, should be utilized herein.

Among said districts, Altoona ranks about fifth or sixth in size, depending upon what criterion is utilized in measuring same.

The District also ranks ninth in cost per member, third in state aid per member, and tenth in levy rate for 1982-83.

Because the Auburndale settlement was the result of an arbitration award and the Mosinee settlement was in the second year of a two-year settlement, they should not be considered as part of a comparable settlement pattern in this proceeding even though they are in the Athletic Conference. 1/

In response to the Association's contention herein, arbitrators have consistently determined that large districts are least comparable with small districts because of their size. 2/ Thus, applying this principle to the facts present herein, the District should not be compared with the Eau Claire-Chippewa Falls Districts, both of which are much larger than the District.

Discussion

This record indicates that neither set of comparables proposed by the parties is particularly appropriate to utilize herein. In this regard, while the District has been utilized by several arbitrators as a comparable in disputes involving other districts in its athletic conference, it seems clear from this record evidence that it is distinguishable from most of the other athletic conference districts because of the influence the Eau Claire-Chippewa Falls urban area has had on the District. On the other hand, it also seems fair to conclude that the District should not be compared to the Eau Claire or Chippewa Falls Districts as they are substantially larger than the District which has resulted in historical distinctions in their terms and conditions of employment.

A more logical grouping of comparables would be the school districts which, like Altoona, are also significantly influenced by the Eau Claire-Chippewa Falls urban area, such as Bloomer, Cornell, Cadott, Fall Creek, Elk Mound, Osseo-Fairchild, Eleva Strum, and Mondovi. While other factors may make it necessary to distinguish some of these districts from the District herein, their geographic proximity to the same urban area would

1/Citations omitted.

2/Citations omitted.

seem to give them a much more common economic environment than that which exists in either of the proposed set of comparables herein.

Because this record contains evidence pertaining to 1983-1984 settlement for only two of the aforementioned districts, it cannot be concluded that any settlement pattern exists among comparable districts which can be relied upon for the purpose of this proceeding.

Because of this fact, the undersigned will not compare the actual salaries proposed by the parties herein with those in existence in comparable districts, but instead, a comparison will be made of the value of increases which have been granted to teachers in the Eau Claire-Chippewa Falls area, which will include settlements in the following districts: Fall Creek, Cadott, Chippewa Falls, and Eau Claire. While the undersigned concedes that the District's salaries are generally higher than those in Fall Creek and Cadott, and generally lower than those in Eau Claire and Chippewa Falls, the value of the increase proposed and granted can legitimately be compared in view of the common economic environment affecting the teachers in all of these districts. It should be noted in this regard that no question of ability to pay has been raised in this proceeding, so no analysis need be made of the District's relative ability to meet the settlement pattern in the immediate area.

SALARY

1983-84 Salary Schedule
Altoon Education Association Final Offer

STEP	BS	BS-8	BS-16	BS-24	MS	MS-8	MS-16	MS-24	MS-32	MS-40
0.0	14,025	14,301	14,576	14,852	15,165	15,478	15,791	16,104	16,416	16,729
1.0	15,202	15,501	15,800	16,099	16,440	16,778	17,116	17,457	17,795	18,135
2.0	15,791	16,101	16,412	16,723	17,077	17,428	17,779	18,133	18,484	18,839
3.0	16,379	16,702	17,024	17,346	17,714	18,078	18,442	18,810	19,174	19,542
4.0	16,968	17,302	17,636	17,970	18,352	18,728	19,105	19,487	19,863	20,245
5.0	17,556	17,902	18,248	18,594	18,989	19,378	19,768	20,163	20,552	20,948
6.0	18,145	18,502	18,860	19,217	19,626	20,028	20,430	20,840	21,242	21,651
7.0	18,734	19,103	19,472	19,841	20,264	20,678	21,093	21,516	21,931	22,354
8.0	19,322	19,703	20,084	20,464	20,901	21,329	21,756	22,193	22,620	23,057
9.0	19,911	20,303	20,695	21,088	21,539	21,979	22,419	22,869	23,310	23,760
10.0	20,499	20,903	21,307	21,711	22,176	22,629	23,082	23,546	23,999	24,463
11.0	21,088	21,504	21,919	22,335	22,813	23,279	23,744	24,223	24,688	25,166
12.0	21,676	22,104	22,531	22,959	23,451	23,929	24,407	24,899	25,378	25,870
13.0			23,143	23,582	24,088	24,579	25,070	25,576	26,067	26,573
14.0					24,725	25,229	25,733	26,252	26,756	27,276
15.0							26,396	26,929	27,445	27,979
16.0									28,135	28,682

270 BS - BS + 24 305 BS + 24 - 115 + 40 (Average Dallas)

Yrs	BS	BS + 8	BS + 16	BS + 24	115	115 + 8	115 + 16	115 + 24	115 + 32	115 + 40
0	13800	14070	14340	14610	14915	15220	15525	15830	16135	16440
1	14960	15252	15544	15838	16167	16498	16829	17160	17491	17820
2	15540	15843	16146	16452	16793	17137	17481	17825	18169	18510
3	16120	16434	16748	17066	17419	17776	18133	18490	18847	19200
4	16700	17025	17350	17680	18045	18415	18785	19155	19525	19890
5	17280	17616	17952	18294	18671	19054	19437	19820	20203	20580
6	17860	18207	18554	18908	19297	19693	20089	20485	20881	21270
7	18440	18798	19156	19522	19923	20332	20741	21150	21559	21960
8	19020	19389	19758	20136	20549	20971	21393	21815	22237	22650
9	19600	19980	20360	20750	21175	21610	22045	22480	22915	23340
10	20180	20571	20962	21364	21801	22249	22697	23145	23593	24030
11	20760	21162	21564	21978	22427	22888	23349	23810	24271	24720
12	21340	21753	22166	22592	23053	23527	24001	24475	24949	25410
13			22768	23206	23679	24166	24653	25140	25627	26100
14					24305	24805	25305	25805	26305	26790
15							25957	26470	26983	27480
16									27661	28170

1983-1984 Salary Schedule
District Final Offer

The District's proposal represents slightly more than a 7% salary increase and almost an 8% total package increase.

The Association's proposal represents slightly less than a 9% salary increase and slightly more than a 9½% total package increase.

Association Position

Based upon Eau Claire teacher salaries, the District's final salary offer falls far short of what the "local market" has established.

During the year preceding the time the Contract should have gone into effect, the hourly earnings of workers in Eau Claire and Chippewa County rose approximately 8%, which makes the Association's salary proposal (6%) modest in comparison.

During the same period of time, unemployment in the Chippewa Falls-Eau Claire urban area was below the statewide unemployment figures.

If the District's and the Association's proposed comparables are utilized in this proceeding, it is noteworthy that the District spends \$65 less than the group average in its cost per member, and the District's taxpayers pay less in school taxes than do 75% of the taxpayers in the comparable districts.

Whatever group of comparables is utilized, the District's final salary offer falls below the pattern of settlements for the 1983-84 contract year.

In that regard, of 13 settled districts at all but the BA 7th step, a majority of the teacher settlements were at least 5% or better on the benchmarks, which clearly supports the reasonableness of the Association's final offer.

District's Position

The District's offer maintains the District's comparability with other comparable districts. The District's salaries at the BA Lane Maximum, MA Lane Maximum and Schedule Maximum are considerably higher than the averages of the comparables. It is noteworthy in this regard that one-fourth of the District's teachers are at their lane maximums. In addition, the BA base and MA base are also above average and the District has had no problem in attracting new teachers at this end of the salary schedule.

At every benchmark in 1982-83, Altoona was higher than the comparable average. This remains true in 1983-84 under both final offers, although the Association's offer substantially increases the distance between Altoona and the average benchmark. Thus the District's offer is more comparable with average settlements, it retains or improves the District's ranking where current teachers are actually affected, and it maintains the history of settling higher than the comparable benchmark average.

In response to the Association's contentions herein, there is nothing sufficiently unique about the District to justify salary increases which are significantly larger than those which have been granted in comparable districts.

The District's offer also exceeds the rate of inflation by several percents and in this regard, the Association's offer is also unjustified.

Discussion

The undersigned has constructed the following charts to facilitate a comparative analysis of the increases proposed by the parties and those granted in the four districts mentioned in the above discussion:

<u>BA Minimum</u>		
	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	800
Cadott	4.9	630
Chippewa Falls	5.0	670
Eau Claire	6.0	830
Average	5.5	733
Board Offer	4.4	575
Association Offer	6.1	800
+/- Average	Bd. - 1.1 Assn. .6	-158 67

<u>BA 7th</u>		
	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.2	1012
Cadott	4.8	756
Chippewa Falls	5.0	882
Eau Claire	6.0	1110
Average	5.5	940
Board Offer	4.4	750
Association Offer	6.0	1035
+/- Average	Bd. - 1.1 Assn. .5	-190 95

<u>BA Maximum</u>		
	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	1120
Cadott	4.8	882
Chippewa Falls	5.0	1002
Eau Claire	6.0	1250
Average	5.5	1064
Board Offer	4.4	900
Association Offer	6.1	1236
+/- Average	Bd. - 1.1 Assn. .6	-164 172

MA Minimum

	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	864
Cadott	6.0	830
Chippewa Falls	5.0	725
Eau Claire	5.6	830
Average	5.7	812
Board Offer	4.3	615
Association Offer	6.1	865
+/- Average	Bd. -1.4 Assn. .4	-197 53

MA 10th Step

	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	1152
Cadott	5.5	1019
Chippewa Falls	5.0	1051
Eau Claire	5.6	1237
Average	5.6	1115
Board Offer	4.3	865
Association Offer	6.1	1229
+/- Average	Bd. -1.3 Assn. .5	- 250 114

MA Maximum

	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	1248
Cadott	5.4	1124
Chippewa Falls	5.0	1182
Eau Claire	5.5	1422
Average	5.5	1244
Board Offer	4.3	990
Association Offer	6.1	1410
+/- Average	Bd. -1.2 Assn. .6	-254 166

Schedule Maximum

	<u>83-84</u> <u>% Increase</u>	<u>83-84</u> <u>\$ Increase</u>
Fall Creek	6.1	1296
Cadott	6.0	1324
Chippewa Falls	5.0	1368
Eau Claire	5.3	1422
Average	5.6	1353
Board Offer	4.2	1124
Association Offer	6.1	1636
+/- Average	Bd. -1.4 Assn. .5	-229 283

The foregoing analysis indicates that at five of the seven salary benchmarks which were used for purposes of comparison, the Association's final salary offer is clearly the more comparable of the two, both in terms of percentage and dollar increases. At two benchmarks, the BA Maximum and Schedule Maximum, while the Association's percentage increase is more comparable than the District's, the District's dollar increases are the more comparable of the two. The totality of this analysis indicates that the Association's salary proposal clearly appears to be the more comparable of the two, based upon the value of increases which have been granted in the area in which the District is located, although it must be conceded that at the top end of the schedule, the dollar increases proposed by the Association appear to be somewhat excessive.

Based upon the foregoing analysis it would appear that the Association's salary proposal is the more reasonable of the two submitted herein, since, as has been previously indicated, there is no indication in this record that the District has any reason to significantly deviate from the settlement pattern in the area, which is in effect what the District is proposing.

Perhaps it should be noted that while the area settlement pattern exceeds the current rate of inflation, such patterns of voluntary settlements provide a better measure of what constitutes a fair basis for settlement than CPI figures which are of questionable reliability, particularly when applied to particular individuals in a specific community.

HEALTH INSURANCE

The health insurance provision in the parties' 1982-1983 Agreement provides for the Board to pay 100% of the cost of both single and family health insurance benefits. The District proposes modifying the Agreement to provide for payment of a dollar amount (\$2,067.50) which amounts to continuation of the 100% coverage. The Association proposes continuation of the prior contract's language.

Association Position

What the District is trying to accomplish here with respect to the insurance issues is to win in arbitration something which should be obtained at the negotiating table.

Arbitral authority holds that the burden of proof to justify such a drastic change in an existing contract provision is on the party proposing the change. No persuasive reason for the District's proposed change is set forth in this record, therefore the Association's proposal to maintain the status quo on this issue is the more reasonable of the two.

District Position

The District's insurance proposal makes this insurance provision uniform with the other insurance provisions in the Agreement.

Discussion

Neither party has presented persuasive evidence or arguments supporting their respective positions on this issue, and therefore, based upon this record, no determination will be made regarding the relative merit of the parties' positions on this issue. Because the issue has no dollar impact during the term of the parties' 1983-84 Agreement, its impact on the relative merit of the total final offer of each party is also relatively inconsequential.

TOTAL FINAL OFFER

Because the undersigned has concluded that the Association's final salary offer is the more reasonable of the two, and because the health insurance issue appears to be relatively inconsequential in the totality of this dispute, the undersigned concludes that the Association's total final offer is also the more reasonable of the two that have been submitted herein. Perhaps it should be noted in this regard that there is no evidence in this record that the total value of either party's final offer is out of line with comparable settlements.

Based upon all of the foregoing considerations, the undersigned hereby renders the following:

ARBITRATION AWARD

The final offer submitted by the Association herein shall be incorporated into the parties' 1983-1984 collective bargaining agreement.

Dated this 10th day of February, 1984 at Madison, Wisconsin.

Byron Yaffe
Byron Yaffe, Arbitrator