

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JUL 3 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the Petition of :
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EAST TROY EDUCATION ASSOCIATION :
: Case VII
To Initiate Mediation-Arbitration : No. 31565
Between Said Petitioner and : MED/ARB-2257
: Decision No. 21172-A
EAST TROY COMMUNITY SCHOOL DISTRICT :
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APPEARANCES

Mary M. Horton, Director, Southern Lakes United Educators, on behalf of the Association

Kenneth Cole, Wisconsin Association of School Boards, on behalf of the District

On December 28, 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 Acts (MERA) in the dispute existing between the East Troy Education Association, hereafter the Association, and the East Troy Community School District, hereafter the District or Board. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on February 9, 1984. The parties could not voluntarily resolve the issues contained in their final offers and the dispute was thereafter presented to the undersigned in an arbitration hearing conducted on February 21, 1984 and March 28, 1984 for final and binding determination. Post hearing exhibits and briefs were filed by both parties and exchanged by May 18, 1984. A reply brief was filed by the Association and was transmitted to the District by June 4, 1984.

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 covering the 1983-84 school year. Issues in dispute pertain to the teachers' salary schedule and a personal business leave day provision. The parties also are in disagreement as to what comparables the undersigned should consider in this proceeding. Because the comparability factor has a significant impact on the outcome of this dispute, it will be discussed first. Thereafter, the relative merit of the parties' positions on the salary and personal leave issues will be analyzed and discussed, after which the undersigned will discuss the relative merit of the total final offer of each of the parties.

COMPARABILITY

Association Position

There are several sets of comparables which should be utilized in this case, with all but two of the identified schools in the CESA #18 group. The first set are those schools in the Southern Lakes Athletic Conference. The other set of comparables are contiguous districts.

The CESA #18 group includes districts which have common employees, emphasizing an intraindustry comparison which is perhaps the most significant criterion used by arbitrators. ^{1/} Furthermore, the athletic conference grouping contains schools which share a commonality of calendar and scheduling, as well as geographic location and comparative size. Moreover, the contiguous grouping shares not only the similarities mentioned above, but also geographic proximity and its impact on economic factors such as the cost of living and the interchange of commerce, trade and work.

The Association asserts that it has provided far more comparable wage comparisons in offering the several comparable groups of schools, in contrast with the District which has selectively included and excluded districts. Moreover, since the District argues that its set of comparables have enrollments between 2,200 and 2,800 students, which is an obvious distortion of true enrollment figures, the District's comparability argument should be discounted by the arbitrator.

District Position

The comparables should include the Western Division of the Southern Lakes Athletic Conference which contains six school districts including Delavan-Darien, Elkhorn, Jefferson, Milton, Whitewater and the District itself. All of these districts are K-12 school systems and all of the districts have enrollments between 2,200 and 2,800 students. In addition, all of these districts are geographically proximate.

The District also seeks to include Burlington and Palmyra among the comparable school districts. These two districts also have K-12 enrollments between 2,000 and 2,800 pupils and are contiguous to the District.

Discussion

The record evidence supports the use of the following districts as appropriate comparables in this proceeding: Elkhorn, Delavan-Darien, Milton, Whitewater, and Palmyra. This conclusion is based upon the fact that all of said districts are K-12 districts which are geographically proximate, which are of the same relative size (ranging in enrollment between approximately 1,300 and 2,300 students and which have settled 1983-84 contracts). Since ability to pay is not in issue in this dispute, no analysis of the relative ability of said districts to fund their educational programs has been utilized in making this determination. While other districts in the area might also be appropriate comparables to utilize in this proceeding based upon their geographic proximity and based upon their relative similarity in size, the record does not contain evidence enabling the undersigned to make such determination since evidence pertaining to the size of many districts which have been proposed as comparables has not been offered. Since the undersigned is persuaded that similarity in size is a relevant consideration in determining comparability in proceedings such as this, he has been forced to limit the comparables which will be utilized in this proceeding to those districts which satisfy this criteria based upon offered record evidence.

^{1/} Citations omitted.

District Final Offer

<u>Step</u>	<u>BA</u>	<u>BA6</u>	<u>BA12</u>	<u>BA18</u>	<u>BA24</u>	<u>BA30</u>	<u>MA</u>	<u>MA6</u>	<u>MA12</u>	<u>MA18</u>	<u>MA24</u>
1	14250	14550	14850	15150	15450	15750	16100	16400	16700	17000	17300
2	14650	14950	15250	15550	15850	16150	16500	16800	17100	17400	17700
3	15100	15400	15700	16000	16300	16600	16950	17250	17550	17850	18150
4	15600	15900	16200	16500	16800	17100	17450	17750	18050	18350	18650
5	16100	16400	16700	17000	17300	17600	17950	18250	18550	18850	19150
6	16650	16950	17250	17550	17850	18150	18500	18800	19100	19400	19700
7	17200	17500	17800	18100	18400	18700	19050	19350	19650	19950	20250
8	17750	18050	18350	18650	18950	19250	19600	19900	20200	20500	20800
9		18600	18900	19200	19500	19800	20150	20450	20750	21050	21350
10		19200	19500	19800	20100	20400	20750	21050	21350	21650	21950
11		19800	20100	20400	20700	21000	21350	21650	21950	22250	22550
12			20750	21050	21350	21650	22000	22300	22600	22900	23200
13				21700	22000	22300	22650	22950	23250	23550	23850
14					22650	22950	23300	23600	23900	24200	24500
15							24000	24300	24600	24900	25200
16									25350	25650	25950

SALARIES

In addition to the above salary schedule, each teacher not receiving an increment at the BA level shall receive an additional \$700; and, each teacher not receiving an increment at MA levels shall receive an additional \$800. Each teacher who received a longevity payment during the last contract year and again is not eligible for an increment will receive an additional \$700 at the BA level and \$800 at the MA level.

SALARIES

Association Final Offer

<u>Step</u>	<u>B</u>	<u>B6</u>	<u>B12</u>	<u>B18</u>	<u>B24</u>	<u>B30</u>	<u>M</u>	<u>M6</u>	<u>M12</u>
0	14750	16200	15650	16100	16550	17000	17450	17900	18350
1	15290	15756	16222	16689	17155	17621	18335	18808	19280
2	15830	16312	16794	17278	17760	18242	19220	19716	20210
3	16370	16868	17366	17867	18365	18863	20105	20624	22140
4	16910	17424	17938	18456	18970	19484	20990	21532	22070
5	17450	17980	18510	19045	19575	20105	21875	22440	23000
6	17990	18536	19082	19634	20180	20726	22760	23348	23930
7	18530	19092	19654	20223	20785	21347	23645	24256	24860
8	19070	19648	20226	20813	21390	21968	24530	25164	25790
9	19610	20204	20798	21401	21995	22589	25415	26072	26720
10	20150	20760	21370	21990	22600	23210	26400	26980	27650
11	20690	21316	21942	22579	23205	23831	27185	27888	28580
12	21230	21872	22514	23168	23810	24452	28070	28796	29510

METHOD OF PLACEMENT: add \$1250 to each teacher's 1982-83 salary; locate closest dollar amount on 1983-84 condensed salary schedule, find new placement.

Association Position

The pattern of settlements has long been accepted as an accurate measure of comparability with regard to economic proposals. 2/ In this regard the Association offer is more reasonable when comparisons of the average dollar and percent increases granted to teachers in comparable school districts are made.

Furthermore, the Association offer is more reasonable when salary benchmarks are compared, which is a common method of comparing salary schedules. 3/ However, if the benchmark comparisons are to be used, because of the proposed restructuring of the salary schedule, a comparison of actual wage increases will have to be utilized. This method of analysis is necessary because the Association proposes changing from a 16-step schedule to a 13-step schedule and compression of the schedule requires the placement of current staff at new length of service salary cells on the schedule.

Moreover, the Association offer more equitably addresses the need to improve the teachers' level of compensation. The intent in compressing the salary schedule is to decrease the number of years it takes a teacher to reach the top of the salary schedule, thus making career earnings for teachers more competitive with other professions. This objective is consistent with the recent recommendations of the State Superintendent's task force on the "state of education" in Wisconsin.

The District also recognizes that the raises for teachers at the top of the schedule have not been adequate. In response to this problem, the District, in its offer for 1983-84, has proposed a longevity payment which, in effect, expands the salary schedule two steps in each column. Therefore, both the Association and the District are addressing the need to pay teachers higher salaries. The Association salary schedule, however, offers a more equitable solution to the issue of compensation for career

comparisons must be adjusted to reflect the salaries and increases actually received by teachers in said districts.

Finally, the Association salary offer more equitably distributes salary dollars among the District's teachers. The Association has made it clear that it is willing to "buy" its proposed schedule. Thus, the Association's offer costs less in dollars than the District's offer. The Association maintains that in the absence of any dispute over the total cost of salaries, the District should not dispute the distribution of the dollars or the placement of teachers on the salary schedule. The staff, by an overwhelming majority, desire the compressed salary schedule.

The Association maintains its offer is closer to the settlement pattern set by the area schools settled for 1983-84, and furthermore, the Association offer will cost the District less than the District's offer. It therefore must be deemed the more reasonable of the two at issue herein.

District Position

When viewed in the context of salary schedules in comparable K-12 school districts, the District's offer is reasonable. The relative salary levels in these districts are similar to the salary levels contained in the District offer, which in addition, provide for longevity increments. The Association offer would place the District at the number one ranking at each benchmark level among the comparable districts. Even though these benchmark increases do not represent actual increases for members of the bargaining unit, it is not in the best interests of the District to have rates of compensation that, at all levels, are far in excess of the rates of compensation of adjacent districts.

Almost all of the Association's exhibits ignore the effects of the District's proposed longevity increments, and thus they inaccurately portray the District's relative position. The only districts that exceed the District's proposed salaries are those districts that have compressed their salary schedules voluntarily. Moreover, the increases at the benchmark levels for those districts that have compressed their salary schedules are not indicative of the increases that teachers actually received in those districts. In terms of actual dollars expended for salary increases, the District believes its offer is superior to those districts. Furthermore, while the data submitted by the Association portrays its offer as superior to the District offer by a considerable amount, the District's offer actually represents a greater expenditure of funds for teacher salary increases than the Association's offer. This contradiction, by the evidence presented, provides a sound basis for selecting the District's offer.

The District's offer achieves equity through the use of longevity payments. Longevity payments for teachers beyond the salary schedule have been utilized by the parties in the District for several years. It is noteworthy that only two comparable districts, Burlington and Delavan-Darien, have longevity payments, and the longevity payments in these two districts do not even approximate the levels proposed by the District.

Because the District's proposed salary schedule distributes increases as equitably as the Association's proposal, and because the increases proposed by the District are larger than those proposed by the Association, the District's offer is the more reasonable of the two.

Discussion

The parties' dispute over salaries is quite unique in that the District's proposal amounts to larger increases for teachers this year, while the Association's proposal restructures

the salary schedule to achieve long-term salary gains for career teachers in the District. Thus, a traditional benchmark analysis of the proposals is not nearly as useful in this case as is normally the case since the basic issue in dispute is not one involving the question how much teachers should receive in increases this year, but instead, it involves the question whether a major restructuring of the salary schedule to achieve long-term salary benefits for career teachers in the District is justified under the circumstances present herein.

While the undersigned concedes that the objectives the Association is trying to achieve is consistent with the goals set forth in several recent statewide and national studies of the current status of public education, it is the undersigned's opinion that the mechanisms utilized to achieve such goals should not be imposed upon the parties by arbitrators unless or until there has been a sufficient amount of experimentation growing out of the voluntary negotiations process to provide a data base to assist the parties and arbitrators in determining how to achieve said results in a workable and mutually acceptable manner.

While the Association has demonstrated that such experimentation with the compression of salary schedules is occurring, it has failed to demonstrate the existence of a pattern or trend in that regard among anything close to a majority of the District's comparables. Until such trends develop, the undersigned believes it would be premature and unwise to impose upon the parties a substantially restructured salary schedule with significant long-term economic impact.

This conclusion is particularly appropriate in the circumstances present herein where only one of the District's comparables has voluntarily agreed upon a restructured, compressed salary schedule, and where the District's proposed schedule and increases is quite comparable with the schedules and increases which have been agreed upon in the vast majority of its comparable districts.

In the above regard it is noteworthy that the District's proposed salary and longevity increase, which averages out to be slightly in excess of 7% or about \$1,400 per teacher, is well within the spectrum of salary increases granted in comparable districts, which appear to range between an average of approximately 6.2% and 7.4%, or between approximately \$1,180 and \$1,530 per teacher.

In several other regards, the District's proposed salary schedule is the more comparable of the two, with the notable exception of the Milton School District, which voluntarily agreed upon a restructured, compressed schedule.

When comparisons of the number of steps contained in the salary schedules are made, the District's proposal of between 8 and 16 steps plus longevity is much more in accord with the norm than is the Association's proposed 13-step schedule:

Delavan-Darien	5 to 15 steps plus longevity
Elkhorn	11 to 17 steps
Palmyra	10 to 13 steps
Whitewater	11 to 16 steps
Milton	7 to 10 steps

When a comparison of the BA 7th step and MA 10th step salaries is made, the District's proposal is also the more comparable of the two:

	BA 7th	MA 10th
District proposal	\$17,200	\$20,750
Assn. proposal	\$17,990	\$25,415
Delavan-Darien	\$16,700	\$20,710
Elkorn	\$17,400	\$22,125
Palmyra	\$16,348	\$20,751
Whitewater	\$17,320	\$20,685
Milton	\$20,350	\$26,850

A comparison of the range of minimums and maximums at the BA and MA lanes also indicates that the District's proposal is more comparable than the Association's:

	BA Range	MA Range
District proposal	\$14,250-\$17,750*	\$16,100-\$24,000*
Assn. proposal	\$14,750-\$21,230	\$17,450-\$28,070
Delavan-Darien	\$14,700-\$16,700*	\$16,500-\$24,350*
Elkhorn	\$14,700-\$19,650	\$16,050-\$25,500
Palmyra	\$13,345-\$18,750	\$15,347-\$22,687
Whitewater	\$13,900-\$19,070	\$15,290-\$23,760
Milton	\$14,350-\$20,350	\$16,950-\$26,850

*plus longevity

When viewed in its entirety, the foregoing comparability data clearly indicates that the District's proposal is the more comparable of the two. Absent evidence of a significant restructuring trend similar to that proposed by the Association, irrespective of the merits of the proposal's objective, the undersigned concludes that because the District's proposal is clearly more comparable than the Association's, it is also the more reasonable of the two when applying the statutory criteria which must be utilized in proceedings such as this.

PERSONAL LEAVE DAY

Association Proposal

1. Leave for Personal Business

Teachers shall be entitled to one (1) day of leave for personal business each school year.

The day may not be taken immediately before or after a holiday.

Requests to the teacher's principal shall be made at least two (2) days prior to such leave. In case of emergencies, the aforementioned requirement shall be waived.

No more than five per cent (5%) of the staff in any building may take a personal leave on the same day.

Such leave shall not be accumulative.

District Proposal

Each teacher shall be allowed one (1) day of leave each year to attend to matters that cannot be attended to outside the school day. The teacher shall request such leave one week in advance of taking the leave from the District Administrator and shall state the reason for the leave. This day may not be taken immediately before or after a holiday. Such leave shall not be accumulative.

Any teacher that takes leave under this provision shall have an amount equal to a substitute teacher's daily rate of pay deducted from his/her salary.

District Position

The major difference between the final offers of the parties with respect to a provision allowing the teaching staff time off for personal reasons is whether the teachers should pay for the cost of the substitute teacher as a reasonable restriction on such leave. The Board believes that its offer is reasonable because the District already has an extremely liberal leave provision when compared to comparable school districts.

The District makes more days available for time off from work without deducting the days from other leave accumulations than any of the comparable school districts. The addition of one more day is only a matter of making a very generous situation much better. Furthermore, the Board has not added the personal day to the costs of the package because the District should not sustain any additional direct costs under its proposal. For these reasons, the District believes that its offer is more reasonable than the Association's.

Association Position

The current leave provision does not allow for leave for attendance at family functions or legal or business reasons not included in the current contract. The Association's offer with regard to the personal business day is an attempt to address the need the staff has to attend functions which cannot be completed outside a normal work day. The Association's offer is reasonable because it does not expand the number of leave days. It simply changes the leave provision so that one sick day per year may be used for personal matters which are not included in the current contract language and which cannot be accomplished outside the teacher's work day.

There is no change in the economic impact to the District because an additional leave day is not being requested. The Association's intention in securing this leave is to meet an increasingly important staff need. Staff members do not want to have to use the excuse of illness in order to accomplish their personal business. The staff is seeking a change in language so that their personal needs and obligations can be met without requiring them to be untruthful.

The District's proposal which would require the teachers using such leave to pay the substitutes' wages would encourage people to be less than honest in this regard, and instead to use sick days which are fully paid. The Association feels that by recognizing the need of individuals to have a leave provision other than for just emergencies and/or illness would address a real staff concern without adding cost to the District. Furthermore, the inclusion of the conditions in the proposed personal business day language makes it clear that the proposal is not an attempt to expand the number of leave days provided but only to include more reasons for which the staff may use personal leave.

Of the 40 CESA #18 schools, 35 have language which allows for personal leave. In fact, among the Southern Lakes Athletic Conference schools and contiguous districts, the District is the only one without a personal business leave provision.

Based upon these factors, the Association's proposal is clearly the more reasonable of the two submitted herein.

Discussion

Because of the diversity of approaches that are utilized in comparable districts to provide teachers time off to handle their personal affairs, it is practically impossible to make a determination as to which of the proposals at issue herein is more comparable. Instead, it is the undersigned's opinion that neither party has made a particularly persuasive case for the

relative merit of its proposal on this issue since neither proposal appears to be significantly less comparable than the other. Therefore, the undersigned shall select neither proposal as being significantly superior to the other in determining the relative merit of the parties' total final offers.

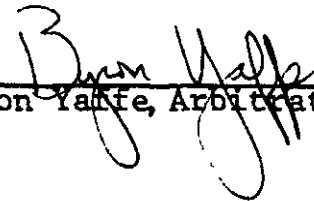
TOTAL FINAL OFFER

Since the undersigned has determined the District's proposal on salaries to be the most reasonable of the two at issue herein, and since no determination has been made as to the relative merit of the parties' personal leave proposals, it is the undersigned's conclusion that the District's total final offer is more reasonable than the Association's, and based upon said conclusion, the undersigned hereby renders the following:

ARBITRATION AWARD

The District's final offer shall be incorporated into the parties' 1983-1984 collective bargaining agreement.

Dated this 2nd day of July, 1984 at Madison, Wisconsin.


Byron Yaffe, Arbitrator