

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WESTON
MAY 1984
MAY 1984

In the Matter of the Petition of
WESTON TEACHERS ASSOCIATION
To Initiate Mediation-Arbitration
Between Said Petitioner and
SCHOOL DISTRICT OF WESTON

Case XVI
No. 32332 MED/ARB-2481
Decision No. 21307-A

Appearances:

Mr. Arden Shumaker, UniServ Director, South Central United Educators,
appearing on behalf of Association.
Mr. Kenneth Cole, Director Employee Relations, Wisconsin Association of
School Boards, appearing on behalf of Employer.

ARBITRATION AWARD:

On January 23, 1984, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator pursuant to 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Weston Teachers Association, referred to herein as the Association, and School District of Weston, referred to herein as the Employer, with respect to certain issues as specified below. Pursuant to the statutory responsibilities, the undersigned conducted mediation proceedings between the Association and the Employer on March 2, 1984, in the district offices of the Employer. Mediation efforts on the part of the undersigned failed to resolve the matters in dispute between the parties.

On March 5, 1984, the undersigned provided written notice to the Employer, the Association and the Wisconsin Employment Relations Commission of his intent to arbitrate the matter, and established March 13, 1984, as the final date on which either party might provide written notice to the Mediator-Arbitrator and to the Wisconsin Employment Relations Commission of their decision to withdraw their final offers.

On March 13, 1984, the undersigned received the following communication from the Employer:

As required by your letter of March 5, 1984, the Weston School District Board of Education hereby notifies the mediator/arbitrator and the Wisconsin Employment Relations Commission that it will abide by any decision that is made by the Weston Teachers' Association and/or the South Central United Educators as to the withdrawal of offers. If the Association wishes to withdraw its offer, then the Board's offer is also withdrawn. Conversely, if the Association wishes to arbitrate, then, obviously, the arbitration will take place.

The Association filed no request to withdraw its final offer, and pursuant to prior notice, arbitration hearing was conducted at the district offices of the Employer on March 19, 1984, at which time the parties were present and given full opportunity to present oral and written evidence, and to make relevant argument. The proceedings were not transcribed, however, briefs were filed in the matter, which were exchanged by the undersigned on May 3, 1984.

THE ISSUES:

The salary schedule for the 1983-84 school year is the sole issue disputed between the parties. Both parties propose to continue in place the predecessor salary schedule as to form. The schedule includes 5 vertical lanes and 13 steps, 0 through 12, with a 1½% longevity step beyond the 12th step of the schedule.

The Employer proposes that the base salary of the schedule be \$12,750.00 and proposes that the schedule top at Step 12 MA + 12 be \$20,646.00, without the longevity step.

The Association proposes that the base salary at Step 0 be \$12,900.00, and that the schedule top out at the 12th step of the MA + 12 lane at \$20,868.00 without a longevity step.

DISCUSSION:

The statute directs that the Mediator-Arbitrator, in considering which party's final offer should be adopted, give weight to the factors found at 111.70 (4) (cm) 7, a through h. The undersigned, in evaluating the parties' final offers, will consider the offers in light of the foregoing statutory criteria, based on the evidence adduced at hearing, and the arguments advanced by the parties in their briefs.

The Employer makes the following argument:

1. The appropriate comparable school districts are in the Ridge and Valley and Scenic Bluffs Athletic Conferences and not the contiguous school districts of Reedsburg, Richland Center or River Valley or districts across the state.
2. The Board offer is more reasonable when compared to these two athletic conferences and Board offers.
3. The Board offer is clearly more reasonable when the 1982-83 and 1983-84 school years are combined.
4. The Board offer is more reasonable in terms of the Consumer Price Index increases.
5. The Board offer is more reasonable if the patterns of settlement in the immediate area are considered.

The Association argues as follows:

1. When comparing the salaries of Weston teachers, of which a majority live in Richland Center and Reedsburg, to the salaries of other teachers who also live in Richland Center and Reedsburg, you will find the Association's salaries most reasonable.
2. When comparing the increase in salary and insurance to other Ridges and Valleys and neighboring districts, the increase is comparable, whereas the District's offer falls considerably below these increases.
3. The salaries of teachers in Weston and other southeastern Wisconsin districts are considerably lower than the average teacher salaries in the state. Even a small degree of concern for this inequity will bring us to the conclusion that the District's offer is unreasonable.

The parties here focus their evidence and argument toward the criteria dealing with comparability of salaries among comparable employers; patterns of settlement among comparable employers; and the cost of living criteria. The undersigned will consider the evidence and argument as it relates to each of these criteria.

Turning first to the criteria relating to the cost of living, the under-

signed has considered all of the evidence, and concludes that the offers here as compared to the cost of living criteria are unpersuasive in support of either party's position. Considerable arbitral authority, including the opinions of the undersigned, have previously held that the measure of insulation against inflation is properly ascertained by the patterns of settlement voluntarily entered into between parties during the same period that the CPI index covers. Consequently, the undersigned, in evaluating what impact the cost of living criteria should weigh on this decision, will rely on the patterns of settlements among the comparables in making that determination.

Prior to evaluating a comparison of salaries of the instant teachers with those of comparable employers; and prior to evaluating the patterns of settlement offered by the parties here with the patterns of settlement established among other employers, it is essential that the comparables be determined. The parties, here, are in dispute as to what constitutes the comparables. The Association has introduced evidence with respect to comparables which include the athletic conference, the contiguous school districts, and the state average salaries, both statewide as well as a comparison of salaries for school districts in the 0-99 FTE categories. The Employer has proposed comparables to include the Ridges and Valley Athletic Conference, as well as an adjacent athletic conference, i.e., the Scenic Bluffs Conference.

There is no dispute that the athletic conference, the Ridge and Valley Conference, constitutes an appropriate set of comparables, since both parties introduce evidence and make argument with respect to said conference. Consequently, the undersigned determines that the school districts within the Ridge and Valley Conference are proper comparables for determining the outcome of this dispute.

The undersigned has considered the Association's proposed comparables with respect to contiguous school districts, and concludes that the contiguous school districts which are of the same approximate size as the instant Employer are proper comparables for the purposes of comparing wages or salaries, as well as patterns of settlement. The undersigned, however, concludes that those contiguous school districts which vary considerably in size from the size of the instant Employer are not truly comparable districts and, therefore, will not be considered when making a comparison of wages, other than for a determination as to whether there has been erosion from the historic wage relationships which existed between the larger contiguous districts and the instant Employer. The evidence establishes that among the contiguous districts Reedsburg, Richland Center and River Valley (Spring Green) all are approximately three times the size of the instant school district and the remaining comparables discussed above. (Association Exhibits Nos. 9 and 10) Therefore, the undersigned will limit the comparables for the foregoing comparison to the Ridges and Valley Athletic Conference and the two contiguous districts to Weston outside the conference, which are approximately the same size as the instant school district. The comparables, then, are determined to be Kickapoo, DeSoto, North Crawford, LaFarge, Seneca, Ithaca, Wauzeka, Hillsboro and Wonewoc.

The Employer has urged that the entire Scenic Bluffs Conference be included among the comparables. The undersigned rejects the Employer argument, and will limit those members of the Scenic Bluffs Conference to those which are contiguous to the instant school district, i. e., Hillsboro and Wonewoc.

Similarly, the Association has urged that the comparables include the state averages, both for all schools excluding Milwaukee, as well as those schools with 0-99 FTE. The undersigned rejects the state averages as being comparable. Historically, geographic locations have been legitimately recognized as warranting distinctions between salary levels. Consequently, mere showing that the geographic area affected by the instant dispute is significantly below the statewide average is unpersuasive in this matter. While the exact comparisons, however, are inappropriate, in view of recognized geographic differences in salary levels that have historically been in place, the undersigned considers it appropriate to measure whether or not there has been further erosion from the statewide average which has occurred in the instant

geographic area. Furthermore, while the undersigned has excluded from the comparables for the purposes of direct wage comparisons the larger school districts which are contiguous to the instant district, the undersigned also considers it appropriate to determine whether or not there has been erosion of salaries from the instant Employer as compared to the larger school districts which are contiguous. Consequently, in arriving at this decision, the undersigned will first compare the patterns of settlement among the aforementioned schools which the Arbitrator has now determined to be comparable; the direct wage comparisons among those same sets of comparables; and a determination as to whether the instant Employer's salary levels have eroded from the prior relationships which have existed when comparing the instant Employer's salaries to the state averages, as well as the instant Employer's salaries to the salaries paid in the three larger contiguous school districts of Reedsburg, Richland Center and River Valley (Spring Green).

Turning first to the patterns of settlement among the comparable employers, the evidence establishes that the Employer here has made an offer which calculates to 7.544% as a package. (Employer Exhibit No. 1) The evidence further establishes that the Association offer here is valued at 8.67% as a package. (Employer Exhibit No. 4) The undersigned, however, is unable to make a comparison of percentage total package increases among all of the comparables, because the sole evidence with respect to total package increases admitted at hearing is Employer Exhibit No. 36, which sets forth total package increases in five Scenic Bluff schools. The sole contiguous district which the undersigned has previously determined to be comparable set forth in said exhibit is Hillsboro, and the total package increase percentage there is shown as 7.1%. Consequently, the undersigned concludes that the evidence as to total package increase is unpersuasive by reason of the insufficiency of the data.

The evidence, however, does include the opportunity to make a comparison of percentage increases at various cell levels within the respective salary schedules of the comparables. The undersigned, therefore, will make those comparisons. It should be noted that when evidence was produced at hearing, the school districts of North Crawford and DeSoto were in arbitration, and the evidence listed the salary levels of both the Board and Association final offers in those school districts. The undersigned takes notice of the arbitrator's awards in the two foregoing school districts, wherein the Employer's final offer was adopted in the DeSoto school district and the Association final offer was adopted in the North Crawford school district. Consequently, the undersigned, in making the following comparisons, will use the data for the Employer final offer in the DeSoto school district, and the Association final offer in North Crawford. The following table constructed from Employer Exhibits Nos. 21 to 30 reflect the percentage increases at the various bench mark levels as shown. (See Table 1 attached at end of this Award)

From Table 1, the undersigned concludes that the Association final offer is more appropriate when considering the percentage increases established at the listed bench marks among the listed comparable school districts. While the school district of Ithaca has a 2.4% increase at all of the bench marks, the foregoing percentage is so out of line with all of the other settlements that the undersigned considers it to be statistically unsound and, therefore, not to be considered. Similarly, the Employer has argued that the LaFarge school district should not be considered by reason of the prior year's settlement wherein minimal or no increases were agreed to. The undersigned, therefore, has not considered the LaFarge settlement in arriving at his foregoing conclusion. While the Employer offer appears to be adequate when comparing the percentage increases among the comparables at the BA base, the undersigned does not consider the BA base to be the most crucial comparison for the purposes of deciding this dispute. More important than the base or entry salary are the maximums to which teachers can expect to arrive over a period of years. It is here where the Employer's offer is deficient. The Employer at the BA max offers 4.9% as compared to increases in other districts which range from a low of 4.9% in Hillsboro to a maximum of 7.5% in North Crawford (Ithaca and LaFarge not considered). The undersigned, therefore,

concludes that the proposed increase at BA max of 6.2% as reflected in the Association final offer is closer to the patterns of settlement at that bench mark. Similarly, the Association's proposed increase at the MA max of 5.8% compares more favorably to the percentage increases at that bench mark for the 1983-84 school year among the comparable districts, in that the percentage increases (LaFarge and Ithaca excluded) range from a low of 5.6% in Wonewoc to a high of 9.1% in North Crawford. The Employer offer of 4.6% at this bench mark is inadequate, in the opinion of the undersigned. Finally, the undersigned concludes that the schedule maximum similarly favors the adoption of the Association offer, where the Association offer reflects a 5.6% increase at that bench mark compared to a range of 5.6% at Wonewoc to a high of 9.1% in North Crawford (Ithaca and LaFarge excluded). Again, the Employer offer at this bench mark of 4.5% increase is a full percent lower than the next lowest increase among the comparables (Ithaca excluded). The undersigned, therefore, concludes that the patterns of settlement, when considering the percentage increases at the foregoing bench marks, favor the Association final offer.

In an effort to compare the historic relationships among the comparables as determined by the Arbitrator, the undersigned has prepared the following table from Association Exhibits Nos. 17, 19, 22, 23, 25, 27, 30 and 31. Again, in constructing the table, the undersigned has taken notice of the arbitrators' awards in the DeSoto and North Crawford school districts, and has calculated the percentages based on the adoption of the Employer offer in DeSoto and the Association offer in North Crawford. The following table expresses as a percentage the salaries of the Weston School District as compared to the comparable school districts at the bench marks of BA minimum, BA maximum, MA maximum and schedule maximum. (See Table 2 attached at end of this Award).

Table 2 satisfies the undersigned that the historic relationships of salaries in this school district as compared to the salaries at the bench marks in comparable school districts are not distorted by adoption of the Association final offer. For example, when comparing the BA maximum, the adoption of the Association final offer results in a BA maximum salary, which is 99.7% of the DeSoto BA maximum. This compares to a range over the prior four years of 98.5% to 99.96% at that comparative point. Similarly, Wauzeka, North Crawford, Wonewoc and Hillsboro maintain the historic relationship when expressed as a percentage of the BA maximum. Table 2 also reveals the same maintenance of historic relationships when comparing the MA maximum and the schedule maximum. Consequently, because the historic relationships of the prior four years appear to be maintained by the adoption of the Association final offer, the Association final offer is preferred.

Finally, the undersigned considers the relationship between the instant Employer and the largest contiguous school district and the state wide average. From Association Exhibits Nos. 25, 28, 30, 31 and 40-43, the undersigned has constructed the following table which expresses the Employer's salaries as a percentage of the salaries paid as a state average and the Reedsburg district, Richland Center district and River Valley (Spring Green) district at the bench marks of BA base, BA maximum, MA maximum and schedule maximum. (See Table 3 attached at end of this Award).

Table 3 illustrates that, when comparing the BA minimum, the relationships over the prior four years remain largely undisturbed if the Association offer is adopted, when comparing to the large contiguous school districts at that bench mark. When comparing to the state average at the BA minimum bench mark, however, the adoption of the Association final offer barely maintains the status quo at 90.05%, whereas the adoption of the Employer final offer would result in further deterioration at the BA minimum to 89.01% of the state wide average. When comparing the BA maximum, the adoption of the Employer final offer would more nearly maintain the historic relationships which existed between the districts of Reedsburg and Richland Center, while the adoption of the Association final offer would more nearly comport to the historic relationships over the prior four years when comparing this Employer to River Valley. The Employer offer, when compared to the state wide average, however, would erode the BA maximum by a full 1% or more from the prior four

years, whereas, the Association final offer would maintain the 86.31% relationship which existed in the 1982-83 school year and the 1979-80 school year. When comparing the MA maximum the Employer final offer would more nearly maintain the relationships which previously existed in the comparison between the school districts of Richland Center and River Valley, while the Association final offer would more nearly maintain the relationship which existed with respect to Reedsburg. Comparing to the state average, however, a deterioration of 1% would result if the Employer offer is adopted here, as compared to the 1982-83 state average, whereas, if the Association offer is adopted it would more nearly comport to the 1982-83 state average. Finally, when considering the schedule maximum, the Employer offer would more nearly maintain the relationships which previously existed in prior years in Richland Center, while the Association final offer would more nearly maintain the relationships which previously existed in relationship to Reedsburg, River Valley and the state average. From all of the foregoing, it would appear that there would be more deterioration in comparison to Reedsburg, Richland Center and River Valley school districts, as well as the state average, if the Employer final offer were adopted, whereas, the Association final offer more nearly maintains the historic relationships, in the opinion of the undersigned. From the foregoing, then, the undersigned concludes that when comparing the percentage relationships of the instant Employer's salaries at the foregoing bench marks contained in Table 3 the Association offer is preferred.

The undersigned has concluded in the preceding paragraphs that when comparing the percentage increase at bench mark levels among comparable school districts the Association offer is preferred; the undersigned has further concluded that when comparing the historic salary relationships which existed among the comparable school districts over the prior four years, the Association offer is preferred; and finally, when comparing the relationship of salaries compared to salaries paid in the larger contiguous school districts of Reedsburg, Richland Center and River Valley, as well as the state wide average, the Association offer is preferred. It follows from all of the foregoing that the Association final offer should be adopted in this dispute.

Therefore, based on the record in its entirety, and the discussion set forth above, after considering the arguments of the parties, the Arbitrator makes the following:

AWARD

The final offer of the Association, along with the stipulations of the parties, as well as the terms of the predecessor Collective Bargaining Agreement which remained unchanged throughout the bargaining process, are to be incorporated into the written Collective Bargaining Agreement of the parties.

Dated at Fond du Lac, Wisconsin, this 20th day of August, 1984.



Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr

TABLE 1

PERCENTAGE INCREASE AT BENCH MARKS OF COMPARABLE SCHOOLS

	<u>BA BASE</u>	<u>BA MAX</u>	<u>MA BASE</u>	<u>MA MAX</u>	<u>SCHEDULE MAX</u>
DeSoto	5.3%	5.7%	4.9%	6.1%	6.0%
Ithaca	2.4%	2.4%	2.4%	2.4%	2.4%
Kickapoo			NOT SETTLED		
LaFarge	5.2%	9.5%	6.4%	10.2%	10.2%
North Crawford	4.5%	7.5%	4.8%	9.1%	9.1%
Seneca			NOT SETTLED		
Wauzeka	5.0%	6.6%	5.9%	7.4%	7.9%
Hillsboro	5.8%	4.9%	7.8%	6.1%	6.1%
Wonewoc	6.0%	5.8%	5.9%	5.6%	5.6%
Weston Association	6.2%	6.2%	5.8%	5.8%	5.6%
Weston Board	4.9%	4.9%	4.6%	4.6%	4.5%

TABLE 2 *

	<u>BA MINIMUM</u>								
	<u>DeSoto</u>	<u>Wauzeka</u>	<u>Kickapoo</u>	<u>N. Crawford</u>	<u>Seneca</u>	<u>Ithaca</u>	<u>LaFarge</u>	<u>Wonewoc</u>	<u>Hillsboro</u>
1979-80	96.50%	96.50%	97.47%	98.47%	98.47%	98.47%	101.58%	98.47%	91.37%
1980-81	95.11%	100.00%	100.00%	99.07%	99.07%	99.53%	102.91%	99.30%	100.00%
1981-82	98.72%	100.43%	100.43%	99.14%	98.93%	98.72%	100.43%	100.43%	98.30%
1982-83	98.38%	101.23%	100.21%	99.59%	96.97%	97.59%	105.65%	99.84%	96.12%
1983-84 (Bd. Offer)	98.08%	101.19%	N/S	100.00%	N/S	100.00%	105.37%	98.80%	95.36%
1983-84 (Assn.Offer)	99.23%	102.38%	N/S	101.18%	N/S	101.18%	106.61%	99.96%	96.48%
	<u>BA MAXIMUM</u>								
1979-80	98.5%	116.11%	103.49%	104.71%	106.75%	101.20%	108.20%	101.00%	105.01%
1980-81	99.89%	113.27%	103.55%	106.14%	106.14%	102.30%	112.06%	102.57%	106.00%
1981-82	99.96%	112.09%	102.36%	105.06%	106.87%	101.46%	112.46%	102.48%	104.81%
1982-83	99.21%	112.39%	101.88%	105.78%	105.22%	100.30%	113.09%	101.19%	103.11%
1983-84 (Bd. Offer)	98.54%	110.67%	N/S	103.28%	N/S	102.78%	108.32%	100.45%	103.17%
1983-84 (Assn.Offer)	99.70%	111.98%	N/S	104.50%	N/S	103.99%	119.60%	101.63%	104.38%
	<u>MA MAXIMUM</u>								
1979-80	97.61%	107.91%	103.03%	99.51%	98.10%	93.86%	106.74%	99.64%	98.26%
1980-81	98.71%	102.64%	101.84%	100.14%	96.11%	93.33%	109.38%	99.68%	98.74%
1981-82	100.46%	102.75%	102.75%	100.43%	98.61%	94.64%	112.04%	101.42%	99.62%
1982-83	100.99%	104.97%	103.56%	103.54%	98.89%	94.47%	114.28%	102.08%	100.38%
1983-84 (Bd. Offer)	99.52%	102.24%	N/S	99.32%	N/S	96.48%	108.50%	101.09%	98.93%
1983-84 (Assn.Offer)	100.61%	103.36%	N/S	100.41%	N/S	97.55%	109.69%	102.20%	100.02%
	<u>SCHEDULE MAXIMUM</u>								
1979-80	96.60%	101.16%	104.31%	100.75%	99.32%	95.03%	108.07%	98.89%	99.48%
1980-81	97.61%	99.11%	103.00%	99.44%	91.52%	94.39%	110.63%	98.40%	99.87%
1981-82	99.88%	100.15%	104.45%	99.85%	94.73%	96.20%	113.88%	100.71%	101.26%
1982-83	101.06%	102.91%	105.94%	103.72%	95.31%	96.64%	116.91%	101.95%	102.49%
1983-84 (Bd. Offer)	99.62%	99.69%	N/S	99.31%	N/S	98.61%	110.88%	100.88%	101.11%
1983-84 (Assn.Offer)	100.69%	100.76%	N/S	100.38%	N/S	99.67%	112.07%	101.97%	102.19%

* 5 Year comparison of Weston salaries expressed as a percentage of salaries in comparable school districts

TABLE 3 *

STATE AVERAGE SALARY AND CONTIGUOUS DISTRICTS LARGE SCHOOL COMPARISONS

	<u>BA MINIMUM</u>			
	<u>Reedsburg</u>	<u>Richland Center</u>	<u>River Valley</u>	<u>State Average</u>
1979-80	96.50%	96.50%	98.97%	90.16%
1980-81	96.36%	96.36%	98.60%	91.55%
1981-82	95.45%	94.67%	98.30%	91.96%
1982-83	93.46%	94.92%	97.59%	90.35%
1983-84 (Board Offer)	95.86%	95.51%	97.89%	89.01%
1983-84 (Assn. Offer)	96.99%	96.63%	99.04%	90.05%
	<u>BA MAXIMUM</u>			
1979-80	106.58%	97.99%	101.72%	86.37%
1980-81	107.09%	98.36%	101.34%	87.42%
1981-82	106.17%	99.67%	101.03%	88.01%
1982-83	105.78%	99.24%	100.30%	86.26%
1983-84 (Board Offer)	107.52%	99.58%	100.61%	85.31%
1983-84 (Assn. Offer)	108.79%	100.75%	101.79%	86.31%
	<u>MA MAXIMUM</u>			
1979-80	91.81%	89.79%	95.17%	77.71%
1980-81	90.79%	90.36%	92.55%	78.26%
1981-82	90.36%	93.78%	94.10%	79.81%
1982-83	92.86%	95.03%	95.03%	80.03%
1983-84 (Board Offer)	89.79%	94.76%	95.14%	79.08%
1983-84 (Assn. Offer)	90.77%	96.20%	96.20%	79.95%
	<u>SCHEDULE MAXIMUM</u>			
1979-80	91.37%	87.46%	89.84%	73.67%
1980-81	89.77%	87.97%	88.90%	74.02%
1981-82	90.94%	91.96%	87.88%	75.82%
1982-83	94.09%	93.82%	86.96%	76.47%
1983-84 (Board Offer)	89.38%	93.89%	86.73%	75.34%
1983-84 (Assn. Offer)	90.34%	94.90%	87.86%	76.19%

* 5 Year comparison of Weston salaries expressed as a percentage of the salaries paid in Reedsburg, Richland Center, River Valley and to the State average