

MAR 12 1985

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Mediation/Arbitration Between

FALL RIVER EDUCATION
ASSOCIATION

and

SCHOOL DISTRICT OF
FALL RIVER

Case VI
No. 33436, Med/Arb-2786
Decision No. 21968-A

APPEARANCES:

James M. Yoder, Executive Director, South Central United Educators, appearing on behalf of the Fall River Education Association.

David R. Friedman, Senior Staff Counsel, Wisconsin Association of School Boards, Inc., appearing on behalf of the School District of Fall River.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On October 9, 1984, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Fall River Education Association, hereinafter referred to as the Association, and the School District of Fall River, hereinafter referred to as the District or the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on December 5, 1984. Mediation failed to resolve the impasse and the matter proceeded to arbitration that same day. At that time the parties were given full opportunity to present relevant evidence and make oral argument. Post hearing briefs were filed with and exchanged through the arbitrator on December 31, 1984.

THE FINAL OFFERS:

The remaining issue at impasse between the parties involves the salary schedule although other issues are identified in the parties final offers. It is noted that in regard to the other issues identified, the proposals are the same. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues after having given consideration to the criteria identified in Section 111.70(4)(cm)7, Wis. Stats.

POSITIONS OF THE PARTIES:

The Association advances four arguments in support of its final offer. They are that it should maintain its relative placement at the salary benchmarks as compared to settled school districts; that both the percentage and dollar increases should be comparable to similar districts; that the schedule structure should be modified to be more consistent with the prevailing schedules in the comparable districts and that wage parity should be achieved through internal salary schedule modifications and not by adding steps.

Concurring with the District that the primary comparables

should be the Dual County Athletic Conference, the Association asserts there is a clear pattern of settlement in the conference which escalates salaries paid at the maximums and in the MA lanes which its offer attempts to imitate. It further posits the thrust of the District's proposal is to lower top end salaries by adding a step to each lane which would have the effect of making the maximum salaries paid appear larger but would also require teachers to work a year longer to attain the maximum salary.

Adding the past five year history shows the District's loss at the benchmark positions in 1983-84 in comparison to others, the Association argues a percentage and dollar comparison with the other districts will demonstrate that while both offers tend to result in the same rank at every benchmark, its offer comes nearer to maintaining the rank than does the District's. It continues the District's offer, while higher than the Association's at three benchmark positions, accomplishes this by adding steps to the schedule which it contends is not a desirable method of achieving wage parity. It argues that wage comparability should be achieved through internal salary schedule structure improvements comparable to those prevalent among the other districts.

Finally, the Association rejects the District's effort to argue the economy supports its position. The Association counters that the District advanced no argument which demonstrates it was economically different from those districts it considers comparable, thus, the comparables have established a pattern against which the final offers should be compared.

The District, while agreeing the Athletic Conference is the appropriate set of comparables, argues comparisons are difficult to make because each district among the comparables which has settled has a unique factor to be considered in its settlement. Positioning Cambria-Friesland restructured its salary schedule and increased length and number of school days to be worked; that Poynette agreed to a two year contract which may have caused some trade-off in terms of wages granted and that Westfield made massive changes in how it pays its teachers, the District contends the most appropriate comparable is Green Lake which settled this year after receiving an arbitration decision issued by this arbitrator in the previous year. It continues that if Green Lake's settlement is used as a bellwether, its offer compares well to the settlement there.

Contending the Board and the Association have a different philosophy for placing money on the salary schedule and that the Board's philosophy is to balance increases between the column differentials and the base, the District asserts its offer is better than the Association's at three benchmark positions and attempts to raise starting pay for teachers to solve its problem of having "slipped" in the starting salary areas, as well as distribute money throughout the schedule. In contrast, it argues, the Association is more concerned about increasing the column and increment differentials than in balancing those increases with base increases. It adds the Association's offer continues the "slippage" which has occurred, particularly at the BA base level and, thus, is less desirable.

Finally, the District contends the cost-of-living supports its position. Noting the increase from July, 1983 to July, 1984 was 4.4%, the District declares its offer which is a 7.6% increase over last year is more strongly supported than the Association's offer which results in a 9.6% package increase. It states that in addition to the cost-of-living increase, the current condition of the farm economy should be considered as reason for granting an increase close to the cost-of-living. It also argues that the private sector economy has wage increases running between 2.5% and 4.5%, again further reason to accept a final offer which more closely approximates the cost-of-living increase.

DISCUSSION:

The parties essentially agree on the Dual County Athletic

Conference as the comparables. The Association proposed Beaver Dam and Columbus be considered as secondary comparables because they are contiguous to the District, but the District correctly points out that if Beaver Dam and Columbus are used as comparables, there is not sufficient data from which to make comparisons, thus, when comparisons were made, the athletic conference was considered as the comparables. In selecting the conference as the comparables, however, it must be noted that only four districts within the conference have settled and, therefore, when dollar and percentage comparisons were made, they were made against those four districts. Since part of the question advanced by the parties related to salary schedule structure, however, the structure was compared to the entire conference in order to determine the differences in lane and increment distributions which existed, at least in 1983-84.

Although the District argued Green Lake should be the primary comparable since the other districts in the conference which had settled had unique factors affecting their settlements which should be considered, there were several reasons for rejecting comparison solely with Green Lake. The historical review presented by the Association demonstrates that except for the BA base and MA maximum benchmarks, Green Lake, Poynette and Fall River have consistently ranked near each other over the years. Further, the percentage increases in the benchmark positions for 1983-84 show the increases in the comparable districts were substantially more than as well as now. Thus, it is difficult to conclude that the increases in those comparable districts were specifically the result of unique factors as the District would prefer to believe.

Finally, while it is recognized that Green Lake is considered the leader in the conference in regard to wage and benefit compensation, a review of the settlements among the comparables shows that the increase agreed upon in 1984-85 lags behind the other districts in the agreed upon settlements. Further, without a showing that the changes which did occur in the other settlements were specific reason, and not just speculation, for the other districts to have made exceptions in reaching the settlement increases, there is no reason to exclude those districts when both parties agree they are comparable districts.

After reviewing the historical comparisons provided by the Association, it is concluded the Association is correct in that until 1983-84, the District has maintained rank among the comparables and that in 1983-84 there was a significant change. Thus, there is reason to look at the wage proposals as they attempt to correct the significant drop in rank in 1983-84.

SIX YEAR COMPARISON OF RANK AT THE BENCHMARK POSITIONS

Rank	BA Minimum	BA Maximum	MA Minimum	MA Maximum	Schedule Maximum
84-85 ¹	4	5	5	5	5
83-84	3	5	4	4	3
82-83	1	4	2	2	2
81-82	2	5	2	2	2
80-81	2	5	3	2	3
79-80	4	5	3	3	3

¹The 1984-85 rankings reflect the rank under either party's final offer.

In making the wage comparisons, the District's offer was considered both with the additional step and without the additional step. The comments and charts which follow consider the position established by the District without the additional step in an effort to compare the employees' status relative to the previous

year. The impact of the additional step is considered as it relates to the cost of the offers, the schedule structure itself and the need for change. Discussion regarding those areas will follow.

Until 1983-84, it is concluded the District maintained its relative position in comparison to the averages. In 1983-84, however, there was a significant change in position compared to the position it maintained against the average in the previous year. In 1983-84, the District's position, relative to the average, dropped precipitously. The changes were as follows: BA Minimum, -21.3%; BA Maximum, -39.8%; MA Minimum, -60.5%; MA Maximum, -25.2% and Schedule Maximum, -27.2%. An analysis of the current wage offers indicates neither offer specifically corrects this problem.

PERCENTAGE DIFFERENCE COMPARED TO THE AVERAGE

Year	BA Minimum	BA Maximum	MA Minimum	MA Maximum	Schedule Maximum
1982-83	1.3%	- 3.8%	12.1%	-17.0%	-14.8%
1983-84	-20.0%	-43.6%	-48.4%	-42.2%	-42.0%
1984-85	-14.7% ¹	-23.0%	-39.3%	-52.6%	-58.9%
	-37.0%	3.6%	-42.9%	-14.2%	-18.9%

¹The top row of percentages reflects the District's offer less the additional step. The second row of percentages reflects the Association's offer.

Considering these differences, it is concluded the District's offer more closely approximates the previous BA Minimum and MA Minimum positions, while the Association's offer more closely approximates the previous positions at the three remaining benchmarks. It is also noted that while there is a difference between the offers at the MA Minimum position, the difference is minimized in comparison to the effect of the offers at the other benchmark positions. Of specific concern regarding the Association's offer is the fact that it continues the precipitous drop at the BA Minimum lane causing it to drop almost as far again this year as it did last. The District's offer, however, continues the loss at the MA Maximum and Schedule Maximum positions, positions which dropped even more drastically in 1983-84 than did the BA position. Further, while the District states it made its proposal for change to correct the "slippage" at the BA Minimum position, it does so at the expense of improving the maximums in comparison to the other districts and does so without indicating it has a specific problem in hiring teachers which would justify distribution of wage increase in the manner in which it has chosen. Consequently, it is concluded that while neither offer is perfect, the Association's offer is more preferable since it does more to re-establish the position maintained by the District prior to 1983-84.

Since part of the argument advanced by the parties relates to salary schedule structure and since the District proposes a change from the current structure by adding a step at the maximum levels, the structure, itself, was compared with the structures in the other districts. In reviewing the structures for the comparables, both in 1982-83 and 1983-84, as well as those settled for 1984-85, it is concluded the comparable districts not only generally have a better base salary but that they tend to increase the compensation both through the increments and lane differentials. While the District states its offer is intended to balance the column differentials and the base, in comparison to the settled districts' schedules, its lane increases from BA base to MA base is among the lowest, with only Westfield lower. Further, it has the lowest increment increase among the five districts. While it is recognized that not all can be accomplished at once, the significantly larger increase on the base with the very modest lane and increment increases demonstrates little effort to maintain comparability.

COMPARISON OF MAXIMUMS TO SAME STEP AMONG COMPARABLES

	BA/Step 9			MA/Step 14			MA+12/Step 16*		
	83-84	84-85		83-84	84-85		83-84	84-85	
Average	16,802	18,324		21,156	23,286		23,405	25,325	
Fall River	16,955	17,910 ¹	18,240 ²	20,480	21,535 ¹	22,390 ²	21,890	11,985 ¹	24,050 ²
Difference	153	- 414	- 84	- 676	-1,751	- 896	-1,515	-2,340	-1,275
Percentage	0.9%	- 2.3%	- .5%	- 3.2%	- 7.5%	- 3.8%	- 6.5%	- 9.2%	- 5.0%

* Cambria-Friesland was not included in the average because the maximums are not known and Westfield was excluded from the average because it has moved from an MA lane maximum to an MA+12 lane maximum which would cause a significant distortion in the figures compared between 1983-84 and 1984-85.

¹The District's offer.

²The Association's offer.

While an additional step, as offered by the District, would improve the maximums comparability, nothing among the comparable settlements supports establishing comparability through the addition of a step. A comparison of the maximums to the same step among the comparables not only shows the District is behind in comparability in 1983-84 but continues to drop in 1984-85. In the four districts which were compared at the BA/Step 9 level, Green Lake paid more at this level even though its maximum was achieved at one step less. Two of the other three districts paid more at this step than the District's offer would accomplish and had additional steps as well. Westfield, the only district to pay less at this step has seven additional steps in the BA Minimum lane and the maximum compensation is 8.9% higher than the District's would be even with the additional step as proposed by the District.

At the MA/Step 14 level, all but Westfield compensate their teachers at a higher wage rate even though their maximums are achieved with fewer years. Westfield's rate is also higher at this step but also provides additional compensation for additional years of experience. The MA+12/Step 16 comparison is less reliable since Cambria-Friesland and Westfield are not included in the average, but it also points out that the District is last in compensating its teachers at the schedule maximum position. The percentages show that each of the other districts considered comparable has compensated teachers at the upper end of the schedules more than either offer in this District will compensate those teachers. Further, the changes accomplished in Cambria-Friesland and Westfield, indicate those districts continue to be willing to compensate teachers with more experience at greater rates. Given these facts, the Association's offer is again preferable.

In addition to the dollar compensation not supporting a change in the salary schedule structure, a review of the structures for the comparable districts, both in 1982-83 and 1983-84, as well as those settled for 1984-85, shows that none of the districts is lengthening its schedules at the maximums, even though some of them reach maximum much earlier and pay more at those maximums than others. Further, the changes which do appear to be occurring are relative to the addition of more educational lanes rather than to the maximums which supports the Association's contention that the comparables are doing more to compensate those teachers with greater experience. Consequently, a comparison of the schedules shows no reason for increasing the steps.

Finally, in addition to the comparables not supporting the District's proposal to add an additional step, no evidence was submitted to show a need for changing the schedule's structure. Absent such a showing there is no need to deviate from the status quo.

There is merit in the District's argument concerning the cost-of-living as it relates to the increases proposed by both parties. Certainly a 4.4% increase in the cost-of-living establishes that the District's offer is more than reasonable relative to it. However, the Association is also correct in its statement that the comparables have established a pattern of settlements which must also be taken into consideration. Consequently, since it has been concluded the comparables more reasonably support the Association's offer and since the Association's offer is not significantly different from the settlements reached in the comparable districts, the cost-of-living increase for the year is not the determining factor as to the reasonableness of the offers.

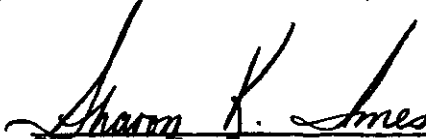
In conclusion, then having reviewed the evidence and argument and after applying the statutory criteria it is concluded the Association's offer is more reasonable as to distribution of salary on the schedule and is reasonable when compared to the percentage increases settled upon among the comparables. The District's offer is more reasonable when compared to the cost-of-living for the previous year, however the cost-of-living criterion is not the determining factor for the overall reasonableness of the two offers. Having reached these conclusions, the undersigned

makes the following

AWARD

The final offer of the Association, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 11th day of March, 1985 at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI:mls

Name of Case: School District of Fall River

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

Aug. 30, 1964
(Date)

James O'Brien
(Representative)

On Behalf of:

Fall River Education Assoc.

8-30-84

Fall River EA Final Offer

The Fall River Education Association proposes the current master contract as amended by the stipulation of Tentative Agreements and the following amendments:

1. Salary (See attached)
2. Appendix A Section B
Substitute \$5.50 for \$5.00.
3. Appendix A, Section C
Substitute \$192.50 for \$183.33 and
\$67.77 for \$62.50.
4. Article XII Terms of Agreement
Section C
Substitute July 1, 1984 for 1983 and
June 30, 1985 for 1984 to reflect a one
year duration -

Jy 8-30-84

Fall River Schools
PROPOSED SALARY SCHEDULE

	1	2	3	4	5	6	7	8
1	14000	14300	14600	14900	15200	15500	15800	16100
2	14530	14830	15130	15430	15730	16030	16330	16630
3	15060	15360	15660	15960	16260	16560	16860	17160
4	15590	15890	16190	16490	16790	17090	17390	17690
5	16120	16420	16720	17020	17320	17620	17920	18220
6	16650	16950	17250	17550	17850	18150	18450	18750
7	17180	17480	17780	18080	18380	18680	18980	19280
8	17710	18010	18310	18610	18910	19210	19510	19810
9	18240	18540	18840	19140	19440	19740	20040	20340
10		19070	19370	19670	19970	20270	20570	20870
11			19900	20200	20500	20800	21100	21400
12				20730	21030	21330	21630	21930
13					21560	21860	22160	22460
14						22390	22690	22990
15							23220	23520
16								24050

JJ 8-30-84

APPENDIX "B"

Name of Case: School District of Fall River

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

Aug 30 1984
(Date)

BIDS
(Representative)

On Behalf of: Fall River Public Schools, Fall River Wi.

8/30/84

FALL RIVER School Board FINAL OFFER 1984-85

- 1) AGREED - NO CHANGE IN MASTER CONTRACT LANGUAGE
- 2) AGREED ON 84-85 CALENDAR
- 3) FINANCIAL PACKAGE OF 7.6% TOTAL PACKAGE WITH THE FOLLOWING SPECIFICS
 - SINGLE HEALTH 813.²⁴ PER YEAR OR 67.⁷⁷ PER Mo.
 - FAMILY HEALTH 2310.⁰⁰ PER YEAR OR 192.⁵⁰ PER Mo.

BASE \$14,230 PER ATTACHED SCHEDULE

EXPERIENCE 460.⁰⁰

CREDIT STEP \$260.⁰⁰

PERSONAL LEAVE: \$140.⁰⁰ TOTAL (70.⁰⁰ PER DAY)

EXTRA DUTIES

- a) NO CHANGE IN PER EVENT PAGE OF MASTER CONTRACT FOR TICKET SELLERS, CHAPERONES ETC.
- b.) ADVISORS AND ATHLETIC COACHES
HOURLY RATE 5.⁵⁰ PER HOUR AT NEGOTIATED HOURS PER MASTER CONTRACT.

LRS

PROPOSED SALARY SCHEDULE

Fall River

	1	2	3	4	5	6	7	8
1	14230	14495	14760	15025	15290	15555	15820	16085
2	14690	14955	15220	15485	15750	16015	16280	16545
3	15150	15415	15680	15945	16210	16475	16740	17005
4	15610	15875	16140	16405	16670	16935	17200	17465
5	16070	16335	16600	16865	17130	17395	17660	17925
6	16530	16795	17060	17325	17590	17855	18120	18385
7	16990	17255	17520	17785	18050	18315	18580	18845
8	17450	17715	17980	18245	18510	18775	19040	19305
9	17910	18175	18440	18705	18970	19235	19500	19765
10	18370	18635	18900	19165	19430	19695	19960	20225
11		19095	19360	19625	19890	20155	20420	20685
12			19820	20085	20350	20615	20880	21145
13				20545	20810	21075	21340	21605
14					21270	21535	21800	22065
15						21995	22260	22525
16							22720	22985
17								23445

RAW DATA for this run

NEW BASE: \$ 14230 Steps ACROSS: 8 Steps DOWN: 10

Old HEALTH-S: \$ 750 Old HEALTH-F: \$ 2200 Old PERSONAL LV: \$ 140
 New HEALTH-S: \$ 813 New HEALTH-F: \$ 2310 New PERSONAL LV: \$ 140

Increments ACROSS: Constant \$ 265

Increments DOWN: Constant \$ 450

SDS

***** INFORMATION *****

NAME	T	EX	DEG	P.SAL	C.SAL	PPL	CPL	RAISE	%RA	BORD RETI	TCHR RETI	HEAL	FICA	T
CHENEY	1	15	3	22985	21440	140	140	1545	7.2	1480	1156	2310	1630	27
SHARPE	.625	5	1	10331	9472	88	88	307	8.5	667	521	508	735	17
DUCAT	1	7	4	18245	15820	140	140	1425	8.5	1177	919	2310	1296	2
DYKSTRA	1	6	2	17255	15360	140	140	1395	8.8	1113	870	813	1226	2
FARRELL	1	13	4	20545	19070	140	140	1475	7.7	1324	1034	2310	1453	2
PETERSON	1	8	3	18440	17015	140	140	1425	8.4	1189	929	813	1310	27
HUEBNER	.5	12	4	10273	9535	70	70	668	7.0	662	517	1155	729	1
HUFFMAN	.875	8	6	16331	15578	123	123	1235	7.9	1035	843	2021	1195	2
HUGHES	1	15	7	22720	21135	140	140	1535	7.2	1463	1143	2310	1512	2
JONLSON	.875	13	4	17977	15586	123	123	1274	7.6	1153	905	2021	1275	2
JONES	1	15	5	21995	20480	140	140	1515	7.4	1417	1107	2310	1551	2
LADWIG	1	15	5	21995	20480	140	140	1515	7.4	1417	1107	2310	1551	2
LIEBENWHA	.525	17	3	14653	13581	88	88	920	5.7	943	737	1444	1039	1
MASTICK	1	15	6	21995	20480	140	140	1515	7.4	1417	1107	2310	1561	2
MEZ	1	12	3	19820	18355	140	140	1455	7.9	1277	993	2310	1407	2
MELIAN	1	15	5	21995	20480	140	140	1515	7.4	1417	1107	2310	1551	2
MORDAL	.5	13	7	10900	10143	70	70	687	6.8	702	549	1155	773	1
OBRION	1	15	5	21995	20480	140	140	1515	7.4	1417	1107	2310	1551	2
OLSON	1	3	2	18175	16750	140	140	1415	8.4	1172	916	2310	1291	2
OSTRAIDER	1	12	3	19820	18355	140	140	1455	7.9	1277	993	2310	1407	2
PARENHEI	1	7	5	16775	17330	140	140	1445	8.3	1211	945	2310	1334	2
PULVER	1	11	4	20085	18520	140	140	1465	7.9	1204	1011	2310	1425	27
REND	.5	10	4	9813	9065	70	70	558	7.2	533	404	0	507	17
STEFERT	1	7	6	18775	17330	140	140	1415	8.3	1211	945	2310	1334	2
SUNDE	1	15	5	21995	20480	140	140	1515	7.4	1417	1107	213	1561	27
SUTTON	.75	8	2	13631	12570	105	105	1025	8.2	879	687	0	963	17
TEICHOV	1	14	5	21270	19775	140	140	1495	7.6	1370	1071	0	1599	27
TRAUT	1	6	4	17785	16370	140	140	1415	8.6	1147	895	2310	1254	27
VALLY	.5	9	4	9583	8860	70	70	553	7.4	618	483	1155	631	1
GRASSL	.6	9	4	11499	10632	84	84	811	7.5	741	579	488	817	1

TOTAL COSTS FOR A BASE OF \$ 14230

TOTAL PROPOSED SALARY COSTS:	532,156	\$532,156
TOTAL OF LAST YEAR'S SALARIES:	493,427	
DIFFERENCE IN SALARY TOTALS:	38,729	
PERCENTAGE INCREASE:	7.8%	
TOTAL FICA COSTS:	37,730	
TOTAL RETIREMENT COSTS:	61,090	
TOTAL HEALTH INSURANCE:	49,346	
TOTAL PERSONAL LEAVE:	3,691	
TOTAL FRINGE PACKAGE:	151,907	\$151,907
GRAND TOTAL OF PROPOSED PACKAGE:		\$684,063
GRAND TOTAL OF PRESENT CONTRACT:		\$535,485
TOTAL % RAISE FOR NEW CONTRACT:	7.6%	