

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

RECORDED

10/10/1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the
Mediation/Arbitration Between
PRINCETON TEACHERS' ASSOCIATION
and
SCHOOL DISTRICT OF PRINCETON

Case VIII
No. 33454 Med/Arb-2798
Decision No. 22015-A

Sharon Imes
Mediator/Arbitrator

APPEARANCES:

James M. Yoder, Executive Director, South Central United Educators, appearing on behalf of the Princeton Teachers' Association.

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

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On October 30, 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 Princeton Teachers' Association, hereinafter referred to as the Association, and the School District of Princeton, hereinafter referred to as the District or the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on January 24, 1985. Mediation failed to resolve the impasse and the matter proceeded to arbitration the 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 February 19, 1985.

THE FINAL OFFERS:

The remaining issue at impasse between the parties is salary schedule and increase. 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 Comparables:

The parties differ over the comparables. While both agree the Dual County Athletic Conference should comprise the primary set of comparables, the Association asserts Markesan School District should also be included as a comparable for a variety of reasons which have standardly been acceptable as bases for comparison in interest arbitrations. The District posits Markesan should not be

included among the comparables since there is sufficient information available among the conference districts and since a prior arbitration award designated the appropriate comparables as the conference districts. It asserts that for public policy reasons, the comparables should remain the same in order to eliminate a degree of uncertainty which would prevail in collective bargaining if arbitration decisions allow the comparables to vary.

The Merits:

The Association, stating the settlement pattern is the standard accepted to evaluate the merits of final offers in interest arbitration and that the pattern is set by the settled districts within its set of comparables, argues benchmark comparisons are the most appropriate comparisons and that when they are made, its offer is more nearly comparable. It also maintains the 1982-83 arbitration decision favoring the District caused it to lose ground against the comparable rankings and that it has not been able to recover from this change. It asserts a catch-up increase is warranted.

Among its specific arguments, the Association declares the District's decline in rank over the past two years has resulted in a need to at least maintain current rank, if not provide a need for catch-up. Offering evidence at seven benchmark positions, the Association contends its offer would maintain its previous rank in four instances, advance rank in two positions and drop rank in one position. It continues the District's offer would cause a drop in rank at five benchmark positions and maintain rank in two positions. The Association concludes its offer is the more preferable when these comparisons are made.

The Association also argues the 1984-85 dollar and percent increases should be consistent with the pattern of settlements established by the currently settled districts in 1983-84. Leaving out Westfield at the BA Maximum position, calling it a "statistical aberration," and arguing the Schedule Maximum increases are inappropriate comparisons because they reflect an increase which results from adding two more masters lanes, the Association, comparing the final offers to the median and average dollar increases at the benchmarks, concludes its offer is more near the average and median dollar increases. Stating that if the 1983-84 MA+8 maximum figure is compared with the 1984-85 MA+6 maximum figure, instead of comparing schedule maximums, the Association declares its offer is more near the average dollar increase at four benchmarks and more near the median dollar increase at five benchmarks. The Association maintains the same holds true for the final offers' relationship to the benchmarks when the increases are related to the average and median percent increases.

The Association states the change in salary schedule structure for 1984-85, a change proposed by both parties, has the effect of bringing the District up to parity with other conference schools and notes "in essence this was a 'catch-up' move...." Continuing that among the settled comparables the increment levels are the lowest in every lane, the Association argues any gain accomplished by the schedule structure change is offset by the increment in each lane. It concludes, then, the salary structure change should not be used to detract from the merits of the benchmark analyses.

Finally, the Association contends the District's case lacks merit since its total package cost is inconsistent with the settlement pattern established. Citing the package percent settlements, the Association declares its offer is closer to the average than the District's. It continues that in addition to being closer to the average, three of the four settled districts have settled at a higher rate than the District proposes and that the District's offer very nearly matches the lowest percentage settled upon among the comparables. The Association adds the Consumer Price Index data submitted is irrelevant since arbitrators concur in the view that the pattern of settlement among comparables is a better measure of the cost of living when determining the merits of the

merits of the final offers of the parties.

The Association urges the arbitrator to ignore the final offers of the unsettled districts within the conference since the data for all of the conference districts is not included. It continues that, further, it is inappropriate to use the final offers to determine the outcome in this matter since the outcome in those districts is still unknown.

The District, declaring any catch-up argument advanced by the Association should be limited to circumstances evolving from the 1982-83 arbitration decision, the 1983-84 voluntary settlement and the proposed 1984-85 positions, contends any catch-up argument prior to 1982-83 would be inappropriate since the Association would have had the opportunity to make that argument before the previous arbitrator. Stating the Association has failed to provide data which would prove catch-up is needed, the District continues that without strong evidence that the District did not pay comparably last year, there is no justification for a catch-up argument.

Positing that benchmark analyses are difficult to make in this matter since three of the settled districts have changed their salary schedules, the District states it will, nonetheless, use this analysis since it is one of the methods used by arbitrators to determine which offer more nearly meets the statutory criteria. In its analysis, the District concludes its offer is closer to the settlement average at four of seven benchmarks and states, further, that its offer at several of the benchmarks more closely approximates the cluster of settlements there. It continues that at the schedule maximum benchmark, the Association's proposed increase is the second highest among the dollar amounts proposed in the settled districts, a fact which highlights the unreasonableness of the Association's offer.

In regard to rank, the District declares rankings for comparison purposes, should be contemporaneous with and subsequent to the 1982-83 arbitration award and continues that if this is done, its offer is supported by the data presented from 1982-83 forward. The District maintains an analysis of the final offers indicates both offers improve rank at the BA Minimum and the BA Maximum positions; that the Association's offer may prevail at the MA Minimum position and that both offers rank identically at the remaining benchmarks. It continues that since the Association has not shown increase in rank is justified and since its offer is supported by the comparison data, the rationale which prevails in arbitration decisions would support an award in the District's favor.

Declaring the CPI from July 1, 1983 to June 30, 1984, the period of the previous agreement, was 4.14% and the calendar year was 4.0%, the District states there is nothing in the record which justified either party to offer more than twice the rise in CPI. Continuing that the pattern of settlements also supports its offer, the District posits its offer is more near the average increase on salary. It continues that this is so even though part of the Cambria increase reflects a salary adjustment for an increase in the number of working days. The District concludes that since the CPI and the pattern of settlements supports its position, there is additional reason for awarding in its favor.

Finally, the District states that while the case is close, the balance should tip toward the District's offer. It concludes not only does its offer more nearly compare to the benchmark comparisons, ranking and cost-of-living, but its offer should prevail because the general state of the economy, particularly the farm economy, favors moderation.

DISCUSSION:

It is concluded the Dual County Athletic Conference provides an appropriate pool of districts for comparison purposes. Not only is there sufficient data available from the settled districts within the conference but the District is correct when it states

that a certain amount of consistency should be inserted in the mediation/arbitration process which provides a base of stability to the parties in the collective bargaining process.

As to the merits of the final offers, it is concluded the Association's offer should prevail on the basis of catch-up. The District is persuasive in its position that any catch-up argument should be limited to that which has transpired since the 1982-83 arbitration award because, conceivably, any catch-up argument prior to that time could have been argued in the previous arbitration. It is not concluded, however, that no data prior to 1982-83 should be considered. In order to determine the effect of the 1982-83 decision, the status of the District the year prior to that decision must also be considered since any arbitration decision is confined to the information available at the time the decision is made. That decision, therefore, does not always result in what the arbitrator expects since there is no way to determine the outcome of other settlements or arbitration decisions which occur among the comparables at a later date.

A review of the data indicates that as a result of the 1982-83 decision, the District's rank at the BA Base, BA Maximum, and MA Base benchmarks dropped with the most significant change, a two step drop in rank occurring at the BA Maximum benchmark. Further, a comparison of the increases as compared to the average for 1982-83 with the increases as compared to the average for 1981-82 shows that in all benchmark positions, the District position deteriorated relative to its previous status. In addition to the changes which occurred in 1982-83, the data also indicates the District continued to lose ground in 1983-84. The settlement that year resulted in a drop in rank at the MA Base, MA Maximum and Schedule Maximum positions and a maintenance in rank at the BA Maximum position, the position which had dropped the previous year. Again, the comparison of the increases to the average increase, relative to the previous year's positions indicates the District continued to lose ground, particularly at the MA Base and the MA Maximum positions. Thus, contrary to the District's assertion, it is concluded the Association did provide sufficient evidence to sustain an argument of catch-up.

An analysis of the final offers indicates the District is correct in its statement that among the settled comparables, its offer is closer to the average at four benchmark positions. The issue, however, cannot be decided solely upon the basis of proximity to the average. In addition, the offers' relationships to the average must be compared to the same relationship in previous years. In this instance, since it has been determined a catch-up argument is justified, the relationship must be compared to the status maintained prior to the District losing ground among the comparables. Viewed in this perspective, the Association's offer is more comparable.

Prior to the arbitration award in 1982-83, the District's increases at the benchmarks were well above the average, despite the fact that the District did not maintain a leadership position at the benchmarks. With the implementation of the 1982-83 decision, not only did the District drop in rank at several benchmark positions, but there was a significant change in the District's increase relative to the average. As the chart on the following page indicates, the District went from a position of several dollars above the average to several dollars below the average.

In regard to rank, the District has also experienced significant changes. In the 1982-83 decision, the arbitrator stated, "The District has not been a leader on base salary since at least 1978-79," and "(H)istorically, the District has ranked among the upper half of comparable districts on BA maximum and MA maximum salaries." After the 1982-83 decision, not only did the District continue to not be a leader on base salary but dropped an additional step in rank at the BA Base position, two steps in rank at the BA Maximum position, and one step in rank at the MA Base position. Rank was maintained at the MA Maximum and Schedule Maximum positions. In 1983-84, the deterioration continued. After the 1983-84 settle-

COMPARISON OF DISTRICT'S INCREASE
RELATIVE TO THE CONFERENCE AVERAGES

	<u>BA Base</u>			<u>BA Maximum</u>			<u>MA Base</u>			<u>MA Maximum</u>			<u>Schedule Maximum</u>		
	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>	<u>81-82</u>	<u>82-83</u>	<u>83-84</u>
<u>Conference Average</u>	916	801	563	1087	1081	997	980	947	1016	1244	1336	1568	1316	1462	1611
<u>District</u>	84	- 101	137	313	- 246	- 72	221	- 127	- 236	406	- 366	- 538	727	- 462	- 561

COMPARISON OF FINAL OFFER INCREASES
RELATIVE TO THE SETTLED AVERAGE
AS PERTAINS TO CATCH-UP

	<u>BA Base</u>		<u>BA Maximum</u>		<u>MA Base</u>		<u>MA Maximum</u>		<u>Schedule Maximum</u>	
	<u>81-82</u>	<u>84-85</u>	<u>81-82</u>	<u>84-85</u>	<u>81-82</u>	<u>84-85</u>	<u>81-82</u>	<u>84-85</u>	<u>81-82</u>	<u>84-85</u>
<u>Settled Average</u>	891	1025	973	1240	964	1524	1160	2225	1273	2664
<u>District</u>	109	- 125	427	- 70	236	- 224	490	- 625	727	- 264
<u>Percent</u>	12.2	-12.2	43.9	- 5.7	24.5	-14.7	42.4	-28.1	57.1	- 9.9
<u>Association</u>		175		231		576		175		837
<u>Percent</u>		17.1		18.6		37.8		7.9		31.4

ment, although the District advanced one step at the BA Base and maintained the 1982-83 rank at the BA Maximum, it dropped two additional steps in rank at the MA Base and MA Maximum positions and an additional step in rank at the Schedule Maximum.

In order to determine the impact of the final offers upon the deterioration which has occurred since 1981-82, rank was determined assuming the districts would prevail in all instances where final offers in other districts were known and assuming the associations would prevail in those same instances. As the chart below indicates, under either assumption, the Association's offer more nearly approximates the 1981-82 rank in the majority of benchmark positions.

COMPARISON OF RANK
MAKING CERTAIN ASSUMPTIONS*

	81-82	82-83	83-84	84-85	
BA Base	5	6	5	5/3	6/4
BA Maximum	2	4	4	4/1	4/3
MA Base	2	3	5	5/2	5/3
MA Maximum	3	3	5	6/5	7/6
Schedule Maximum	5	5	6	5/4	6/5

*The first column under 1984-85 assumes the Districts prevailed in their final offers. The second column assumes the Associations prevailed in their final offers. The first number in each column represents placement under the District's offer and the second number represents placement under the Association's offer. Two districts were excluded from the rankings due to lack of data.

Rank and relationship was also compared among the districts already settled in 1984-85.

COMPARISON OF RANK
AMONG SETTLED DISTRICTS

	81-82	82-83	83-84	84-85
BA Base	3	4	3	5/3
BA Maximum	1	2	2	2/1
MA Base	2	2	4	4/2
MA Maximum	2	2	4	5/5
Schedule Maximum	3	3	4	4/4

This analysis indicates that the Association's offer is preferred since it would maintain its 1981-82 and 1983-84 rank at the BA Base position; would return the District to its 1981-82 and 1982-83 rank at the MA Base position; and would maintain its 1983-84 rank at the Schedule Maximum position. While both parties' offers would maintain the same rank at the MA Maximum and Schedule Maximum positions, the Association's offer would do more to narrow the gap in rank which has occurred in the past two years.

A comparison of the dollar spread from the average established by the settled districts as shown on page 5, indicates the Association's offer seeks to improve the spread between its increase and the average increase at the BA Base and MA Base positions more than the spread which existed in 1981-82. At the other benchmark positions, the Association's offer only narrows the gap which has been created since 1981-82. The District's offer, on the other hand, while it provides some improvement in position at the BA Maximum, MA Maximum and Schedule Maximum positions, does not return the District to the position it maintained in 1981-82. Further, its offer seeks to widen the gap at the BA Base and the MA Base. It is troubling to see an Association not only attempt to catch-up but to exceed the bounds of its previous position. It is also difficult, however, to determine an offer is more reasonable when it continues a decline precipitated in the past two years and in benchmark positions where it has generally lagged behind the comparables. Consequently, it is concluded that since catch up is justified, the Association's offer is preferred because it seeks to exceed the bounds at the same two benchmarks the District's offer would decrease. Further, the increase in those two positions, while it improves upon the previous position, does not increase the positions enough to make the District the leader in these benchmarks.

While discussion has centered around the parties' offers' effect upon the Schedule Maximum benchmark, it should be noted that consideration of this benchmark, as it relates to rank and to dollar increase, is tempered by the fact that both parties propose a schedule change which adds two more masters lanes. It was concluded, however, that despite the fact that the schedule change represents a significant dollar increase between the Schedule Maximum position in 1983-84 and the Schedule Maximum position in 1984-85, the rank of the 1984-85 Schedule Maximum should still relate to the comparable districts as it did in previous years. Thus, rank was considered more important than the actual dollar increase.

The District's offer is preferred when the offers are compared to the Consumer Price Index. It is slightly less persuasive, however, when it is compared to the pattern of settlement established by the comparable districts settled for 1984-85. The average salary increase among the four districts was 10.01% and the average package increase was 10.44%. Thus, while both parties' offers in this instance are above and below the average, depending upon which offer is compared to the average, it is determined the District's offer is lightly more comparable relative to the salary increase while the Association's offer is slightly more comparable relative to the total package increase. Overall, however, it is concluded the District's offer is more preferable in regard to the cost of living criterion. In light of the relative loss of position which has occurred in the past two years, however, it is not unreasonable for the Association to seek to improve its position through an increase which results in a higher percentage than the average, assuming the District has the ability to pay for such increases.

The District has not argued an inability to pay either increase but has strongly urged consideration of the economy and particularly the farm economy in determining the reasonableness of the offers. Without a showing that this District is any more dependent upon the farm economy than the comparable districts or that the financial condition of its taxpayers is significantly different from that of the taxpayers in the comparable districts, it cannot be concluded that this criterion should prevail over the need for catch-up.

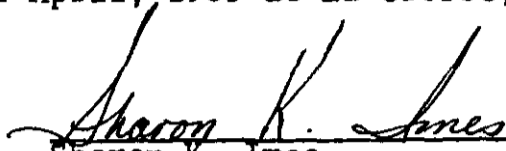
In conclusion, having reviewed the evidence and arguments and after applying the statutory criteria, it is determined the Association's offer is the more reasonable in regard to maintaining the District's position prior to its need for catch-up. Although the District's offer is more reasonable in regard to the cost-of-living criterion, it is concluded that this criterion is not the determining factor for the overall reasonableness of the two offers. Having reached these conclusions, the undersigned

issues 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 30th day of April, 1985 at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI:mls

ASSN

S | C
U | ESouth Central United Educators, James Yoder, Executive Director
Arden Shumaker, UniServ Director214 West Cook Street, Portage, WI 53901 (608) 742-7147
MAILING ADDRESS Box 192, Portage, WI 53901

September 11, 1984

RECEIVED

SEP 14 1984

Mr. David R. Friedman, Staff Counsel
Wisconsin Association of School Boards
122 West Washington Avenue, Room 700
Madison, WI 53703WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Re: Princeton Final Offer

Dear Dave:

The tentative agreements you sent to me are consistent with our understanding of those issues in the above captioned matter.

Enclosed you will find a modified Association final offer.

Sincerely,

James M. Yoder
Executive Director

JMY/kbm

cc: Robert Brenner
David Shaw

Enclosure

PRINCETON 1984-1985 PROPOSAL, 14500 BASE

STEP	BS	BS+6	BS+12	BS+18	BS+24	MS	MS+6	MS+12	MS+18
0.0	14500	15000	15500	16000	16500	17000	17500	18000	18500
1.0	14850	15350	15850	16350	16850	17350	17850	18350	18850
2.0	15200	15700	16200	16700	17200	17700	18200	18700	19200
3.0	15550	16050	16550	17050	17550	18050	18550	19050	19550
4.0	15950	16450	16950	17450	17950	18450	18950	19450	19950
5.0	16350	16850	17350	17850	18350	18850	19350	19850	20350
6.0	16750	17250	17750	18250	18750	19250	19750	20250	20750
7.0	17150	17650	18150	18650	19150	19650	20150	20650	21150
8.0	17550	18050	18550	19050	19550	20050	20550	21050	21550
9.0	17950	18450	18950	19450	19950	20450	20950	21450	21950
10.0	18350	18850	19350	19850	20350	20850	21350	21850	22350
11.0	18800	19300	19800	20300	20800	21300	21800	22300	22800
12.0	19250	19750	20250	20750	21250	21750	22250	22750	23250
13.0	19700	20200	20700	21200	21700	22200	22700	23200	23700
14.0	20150	20650	21150	21650	22150	22650	23150	23650	24150
15.0	---	---	21600	22100	22600	23100	23600	24100	24600

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

SEP 14 1984

RECEIVED

APPENDIX "B"

BD

RECEIVED

SEP 4 1984

SCHOOL DISTRICT OF PRINCETON
BOARD'S OFFER
August 31, 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. All tentative agreements.
2. All provisions of the 1983-84 Professional Master Contract unchanged or not modified by the Board's offer or tentative agreements will be incorporated into the 1984-85 Professional Master Contract.
3. See attached salary proposal.

David R. Feldman

District: PRINCETON

1984-85

Step	BA(0)	BA + 6(1)	BA + 12(2)	BA + 18(3)	BA + 24(4)	MA(5)	MA + 6(6)	MA + 12(7)	MA + 18(8)
0	14200	14600	15000	15400	15800	16200	16600	17000	17400
1	14550	14950	15350	15750	16150	16550	16950	17350	17750
2	14900	15300	15700	16100	16500	16900	17300	17700	18100
3	15250	15650	16050	16450	16850	17250	17650	18050	18450
4	15650	16050	16450	16850	17250	17650	18050	18450	18850
5	16050	16450	16850	17250	17650	18050	18450	18850	19250
6	16450	16850	17250	17650	18050	18450	18850	19250	19650
7	16850	17250	17650	18050	18450	18850	19250	19650	20050
8	17250	17650	18050	18450	18850	19250	19650	20050	20450
9	17650	18050	18450	18850	19250	19650	20050	20450	20850
10	18050	18450	18850	19250	19650	20050	20450	20850	21250
	18500	18900	19300	19700	20100	20500	20900	21300	21700
12	18950	19350	19750	20150	20550	20950	21350	21750	22150
13	19400	19800	20200	20600	21000	21400	21800	22200	22600
14	19850	20250	20650	21050	21450	21850	22250	22650	23050
15			21100	21500	21900	22300	22700	23100	23500

1984-85 salary schedule.

