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OCT 21 1985

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

-----	:	
In the Matter of the Petition of	:	
TOMORROW RIVER EDUCATION	:	
ASSOCIATION	:	Case 8
To Initiate Mediation-Arbitration	:	No. 33576
Between Said Petitioner and	:	MED/ARB 2848
SCHOOL DISTRICT OF TOMORROW RIVER	:	Decision No. 22131-A
(AMHERST)	:	
-----	:	

Appearances:

Mr. David W. Hanneman, Executive Director, Central Wisconsin UniServ Council-South, appearing on behalf of the Association.

Mr. William G. Bracken, Membership Consultant, Wisconsin Association of School Boards, Inc., appearing on behalf of Employer.

ARBITRATION AWARD:

On December 3, 1984, 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 Tomorrow River Education Association, referred to herein as the Association, and School District of Tomorrow River (Amherst), 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 February 18, 1985, at Amherst, Wisconsin, however, said mediation failed to resolve the matters in dispute between the parties. At the conclusion of the mediation phase of the proceedings, the parties waived the requirements of the statutes at 111.70 (4)(cm) 6. c. which require the Mediator-Arbitrator to notify the parties in writing of his intent to arbitrate, and to provide a time frame within which either party may withdraw its final offer.

Arbitration proceedings were conducted on February 27, 1985, at Amherst, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The Association introduced 298 exhibits and the Employer introduced 65 exhibits. The proceedings were not transcribed, however, briefs were filed in the matter. Final briefs were received by the Arbitrator on April 18, 1985.

THE ISSUE:

The issue in dispute in these proceedings is the salary schedule for the 1984-85 school year. The Association proposes a salary schedule commencing at \$14,000.00 and ending at \$22,020.00. The Association proposed schedule is attached hereto as Appendix A.

The Employer final offer proposes a salary schedule commencing at \$14,000.00 and ending at \$21,380.00, and is attached hereto as Appendix B.

DISCUSSION:

The statute directs that the Mediator-Arbitrator, in considering which party's final offer should be adopted, should give weight to the factors found

at 111.70 (4)(cm) 7, a through h. The undersigned, in evaluating the parties' 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 in its brief directs its argument toward the following statutory criteria:

1. The interest and welfare of the public.
2. Wages paid to teachers in comparable school districts compared to wages proposed in its final offer.
3. Patterns of settlements among comparable school districts.
4. The cost of living criteria.
5. Other factors generally or traditionally taken into consideration in a determination of wages, hours and conditions of employment, contending that the Employer's final offer strikes a fair balance between taxpayer's and teacher's interests.

Association argues in its brief to the following statutory criteria:

1. The interest and welfare of the public.
2. Comparison of wages paid teachers in comparable districts.
3. Other factors normally and traditionally taken into consideration in collective bargaining.
4. The cost of living criteria, Association arguing that the cost of living factor should be given little or no weight in this matter.

#### THE COMPARABLES

Both parties rely heavily in their case presentations on a comparison of the wage offers made in their final offers to wages paid in comparable communities, and patterns of settlements that have occurred in comparable communities in teacher bargaining. The parties, however, are not in agreement as to what constitutes the comparables. Both parties rely on the athletic conference. The Employer relies exclusively on the athletic conference, whereas, the Association proposes additional sets of comparables. In addition to the athletic conference, the Association proposes that the Arbitrator consider as a set of comparables contiguous school districts. There are five contiguous school districts to the Employer's district. Three of the five districts, however, are part of the athletic conference. Additionally, the Association proposes as a set of comparables all school districts which lie within a 20-mile radius of the Employer's district, and a comparison of wages paid by this Employer to wages paid state-wide as a final set of comparables.

While both parties rely on the athletic conference, there is a distinction between the parties' position with respect to the athletic conference. The athletic conference in 1983-84 school year was comprised of 12 schools embodied in the Central State Athletic Conference. Those schools include, in addition to the instant Employer, the districts of Shawano, Shiocton, Menominee Teachers, Port Edwards, Bowler, Tigerton, Rosholt, Tri-County (Plainfield), Iola-Scandinavia, Wild Rose and Almond. Commencing with 1984-85, the Central State Athletic Conference was reorganized, and expanded to 17 schools, including the instant Employer's school district. The expanded conference, in addition to the instant Employer, includes the districts of Port Edwards, Shawano, Wittenberg, Shiocton, Weyauwega, Bonduel, Menominee Teachers, Bowler, Tigerton, Marion, Rosholt, Almond, Iola-Scandinavia, Manawa, Wild Rose and Tri-County (Plainfield). Association advocates the use of the set of comparables for the new athletic conference, whereas, the Employer argues that the appropriate conference for comparability consideration should be the old athletic conference comprised of the 12 schools which existed up to and including the 1983-84 school year.

Since both parties to this dispute have submitted evidence with respect to the old athletic conference as it existed through the 1983-84 school year as it was comprised of the 12 districts; and because the old athletic conference has formed the basis for comparisons in bargaining between the parties up to the present time; the undersigned will first consider that set of comparables. If the evidence establishes that the Association's final offer is preferred by reason

of a comparison of the wages paid among the old athletic conference, and if the patterns of settlement favor the Association offer when making that comparison, the Arbitrator will give no further consideration to the other proposed set of comparables proposed by the Association. If, however, the Employer's offer is preferred based on the wages paid among the comparables in the old athletic conference and the patterns of settlements in that conference, then the Arbitrator will give further consideration to the propriety of the alternate comparables proposed by the Association.

Turning, then, to a comparison of wages proposed by the parties in the instant dispute compared to wages paid among the 11 remaining comparable school districts, the undersigned makes the following findings:

1. The base salary proposed by both parties is undisputed in that both parties propose a \$14,000.00 base. Therefore, it is unnecessary to give any further consideration to a comparison of base salaries, since the base salary will be the same, irrespective of which party's final offer is accepted.

2. From Employer Exhibits 8 and 9 and Association Exhibits 174 through 188, the following benchmark comparisons are made:

A. From Employer Exhibit 8, which excludes the districts of Almond, Iola and Port Edwards from the averages, it is determined that if the Employer offer is accepted the BA-5 and BA-8 Employer proposal would place the instant teachers \$753 and \$1065 below the average of the salaries at those steps in the old athletic conference; whereas, the Association final offer would place the instant teachers at \$553 and \$745 below the same steps. Similarly, the Employer final offer would place the instant teachers at \$245 below the average at MA base, \$813 below the average at MA step 5, and \$1372 below the average at MA step 10; and \$1838 below the average at MA maximum. The Association final offer at the same steps would place the instant teachers at \$165, \$533, \$892 and \$1198 below the average of the old athletic conference.

B. Association Exhibits 174 and 175 include average calculations for Iola and Port Edwards, and that data reveals that at BA-7 the Association offer would place the instant teachers \$732 below average, whereas the Employer offer would place the instant teachers \$972 below average. At MA minimum the Association offer would place the instant teachers \$252 below the average in the conference, whereas, the Employer offer would place the instant teachers \$332 below the average. At MA maximum the Association offer would place the instant teachers \$2098 below the average, and the Employer offer would place the instant teachers \$2738 below the average. At schedule maximum the Association offer would place the instant teachers \$2567 below the average, whereas, the Employer offer would place the instant teachers \$3207 below the average. In all instances, Association Exhibits 174 and 175 reveal that the ranking would remain undisturbed when compared among the rest of the old conference schools, with the exception of the ranking at BA-7 where the Employer offer would place the instant teachers 10th in rank among the conference schools, whereas, the Association would place the instant teachers 9th in rank among the conference schools.

C. Comparing Association Exhibits 165 through 171 with Association Exhibits 174 through 176, the relationship below average at the benchmarks is established comparing the dollars below benchmark for the 1983-84 school year to the 1984-85 school year final offers. The foregoing exhibits establish that at BA minimum the instant teachers will be paid \$274 below the average, compared with \$148 below the old conference average in 1983-84. At BA-7 the instant teachers will be paid \$732 below the old conference average if the Association offer is accepted, whereas, they will be paid \$972 below the average if the Employer offer is accepted; compared to \$654 below the old conference average in 1983-84. At BA maximum the instant teachers will be paid \$4022 below the conference average if the Association offer is accepted, whereas, they will be paid \$4342 below the average if the Employer offer is accepted; compared to \$3375 below the average for 1983-84. At MA minimum the instant teachers will be paid \$252 below the old conference average if the Association offer is accepted, whereas, they will be paid \$332 below the average if the Employer offer is accepted; compared to \$226 below that average in 1983-84. At MA-10 the instant teachers will be paid \$930 below the old conference average if the Association offer is

accepted, whereas, they will be paid \$1370 below the old conference average if the Employer offer is accepted; compared to \$928 below the average in 1983-84. At MA maximum the instant teachers will be paid \$2098 below the old conference average if the Association offer is accepted, whereas, they will be paid \$2738 below the old conference average if the Employer offer is accepted; compared to \$1779 below the average for 1983-84. At schedule maximum the instant employees will be paid \$2567 below the old conference average if the Association offer is accepted, whereas, they will be paid \$3207 below the old conference average if the Employer offer is accepted; compared to \$2149 below the average in 1983-84.

From all of the foregoing, then, the Association credibly and convincingly establishes that based on comparisons of wages among comparable school districts in the old athletic conference, their offer is the more equitable of the two final offers. The Employer offer, if it were adopted, would seriously deteriorate the comparisons to average salaries paid in the old athletic conference.

#### THE PATTERNS OF SETTLEMENT

Employer Exhibits 12 and 13 compare the patterns of settlement and the average salary increase of the instant Employer and the old athletic conference. Employer Exhibit 12 establishes that the average salary increase for the athletic conference for 1984-85, when considering salary only, is 7.5% compared to a Board proposal of an increase of 7% and an Association proposal of 9.2% in the instant district. The salary only increases range from a low of 5.3% at Wild Rose to a high of 9.9% at Tri-County. Compared to the average, then, the Employer offer here is one-half percent below the average percentage settlement among the old conference, whereas, the Association offer is 1.7% above the old conference. When considering total package, Employer 12 establishes that the average total package settlement among the old conference schools is 7.7%, whereas, the Employer's final offer here is 8% for a total package, and the Association final offer is 10%. The total package percent increases range from a low of 6.2% at Iola to a high of 9.8% in Tri-County. Thus, the Employer offer here, when considering total package cost, is .3% above the average settlements in the old conference, whereas, the Association final offer is 2.3% above the total package percentage increase in the old conference.

Employer Exhibit 13 establishes that the average dollar increase per teacher from 1983-84 to 1984-85 among conference schools on the average is \$1372 considering salary only, compared to an average increase proposed by the Employer for 1984-85 of \$1191, and for the Association of \$1558. When considering total package dollar increases, Employer Exhibits 12 and 13 establish that the average total dollar increase per teacher among the old conference schools was \$1843, and the Employer proposes that the 1984-85 average increase be \$1771 and the Association proposes \$2210. The range of salary increases among the old conference schools, when considering average salary increase from 1983-84 to 1984-85, ranges from \$889 per teacher at Wild Rose to a high of \$1773 at Tri-County.

From the foregoing, it is clear that the proposed percentage increase of the Association exceeds the settlement pattern when considering salary only by 1.7% and 2.3% when considering package. The Employer offer is one-half percent below average salary only and .3% above average on package. When considering only dollar increases, however, the Employer offer is \$181 less than the old conference average, whereas, the Association offer is \$186 more than the old conference average; similarly, when considering total package the Employer offer is \$72 below the average, whereas, the Association offer is \$367 below the average.

It would appear from the foregoing, that when considering patterns of settlement the Employer offer is preferred because it more nearly approaches the patterns that have been established, particularly when considering the percentage increases. The percentages, however, are somewhat deceptive in that the flat dollar amount of increase fails to come up to the average in the conference when considering the amounts of average dollar increase per teacher only. Nevertheless, the patterns would indicate that the Employer offer would be preferred. It remains to be determined in a later portion of this Award whether the comparisons of salaries paid among comparable teachers or the patterns of settlement should be given more weight in deciding this matter.

## THE COST OF LIVING CRITERIA

Employer Exhibit 14 clearly establishes that both parties' final offers exceed the increase in cost of living as measured by the CPI. The Employer offer, salary only, exceeds the CPI by 3.9%, whereas, the Association offer exceeds it by 6.1%. When considering total package, the Employer offer exceeds the CPI by 4.9%, and the Association offer exceeds the CPI by 6.9%. Thus, the Employer offer is closer to the increase in the Consumer Price Index than that of the Association. The cost of living criteria, however, is given minimal weight in this matter by the Arbitrator in view of the fact that the percentage increases among comparable schools also exceeded the percentage increase of the CPI by significant amounts.

## THE INTEREST AND WELFARE OF THE PUBLIC

Employer argues that its final offer strikes a fair balance between patterns of settlement, comparable salaries, and the interest and welfare of the public, in that the instant Employer is primarily rural in nature, and the rural economies have been adversely affected economically in the past several years, up to and including the present time. Employer has introduced Exhibits 21 through 60 which bear on the economic distress experienced by the farm community generally, and which show the average unemployment rates in the State of Wisconsin, Shawano County, Portage County, Waupaca and Waushara. A review of Exhibits 21 through 60 satisfies the undersigned that the farm communities have experienced and continue to experience economic distress. Furthermore, among the foregoing exhibits are exhibits showing the tax burden comparisons of the State of Wisconsin as compared to the national averages. A review of the foregoing exhibits satisfies the undersigned that the economic troubles and woes of the farmers are real. Notwithstanding the foregoing, however, the undersigned concludes that there is insufficient proof in this record to establish that the plight of the rural area of the instant district is significantly different from the rural based economies of other school districts within the comparable old athletic conference. There is nothing in this record to establish that the instant Employer has experienced any more severe impact on its rural economy than those of the comparable schools in the old athletic conference. It is the responsibility of the party relying on a criteria to establish clear and convincing evidence that its economic situation is separate and distinct from that of the remaining comparables. Here, the Employer has failed to do so, and consequently, the Employer's reliance on the interest and welfare of the public criteria as it pertains to the economic distress of the rural economy, is not persuasive. There simply is no basis on which to conclude that Tomorrow River School District is more severely impacted than those of the comparable districts in the old athletic conference. Absent such a showing, the undersigned can give little or no weight to this argument of the Employer.

## SUMMARY AND CONCLUSIONS:


The undersigned has concluded that a comparison of wages paid to teachers among comparable school districts comprised of the old athletic conference clearly supports the Association final offer in this matter. The undersigned has further concluded that the patterns of settlement, when considering percentage settlements, clearly support the Employer final offer, however, the patterns of settlement, when considering average dollar increase, is not as persuasive in support of the Employer final offer. The undersigned has concluded that the Consumer Price Index criteria should be given little weight in this dispute. Finally, the undersigned has concluded that the Employer has failed to establish that the plight in which the rural economy finds itself is distinguishable in the Tomorrow River School District from the economic conditions of rural economies in any of the comparable schools and, therefore, this argument can be given little weight. The undersigned now concludes that based on the clear and convincing evidence of comparisons of salaries paid to the instant teachers as proposed by the parties here for 1984-85, compared to salaries paid to teachers in comparable school districts in the old athletic conference, should be given the superior and primary consideration in this matter. It follows, therefrom, that the Association final offer in this matter should and will be adopted.

Therefore, based on the record in its entirety, and the discussion set forth above, after considering the statutory criteria and the arguments of the parties, the undersigned 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 through the bargaining process, are to be incorporated into the written collective Bargaining Agreement of the parties.

Dated at Fond du Lac, Wisconsin, this 16th day of October, 1985:

  
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Jes. B. Kerkman,  
Mediator-Arbitrator

JBK:rr

APPENDIX A

AMHERST STEP	1984-85 BA	290/490 +8	+16	+24	MA
0	14000	14290	14580	14870	15160
1	14490	14780	15070	15360	15650
2	14980	15270	15560	15850	16140
3	15470	15760	16050	16340	16630
4	15960	16250	16540	16830	17120
5	16450	16740	17030	17320	17610
6	16940	17230	17520	17810	18100
7	17430	17720	18010	18300	18590
8	17920	18210	18500	18790	19080
9	---	18700	18990	19280	19570
10	---	19190	19480	19770	20060
11	---	19680	19970	20260	20550
12	---	---	20460	20750	21040
13	---	---	---	21240	21530
14	---	---	---	---	22020

ASSOCIATION  
FINAL OFFER

11/13/84

Page 1 of 1

APPENDIX B

BOARD FINAL OFFER

SCHOOL DISTRICT OF THE TOMORROW RIVER

1984 TO 1985

SALARY EXPENSE PROJECTION FOR BASE

\$14,000.00

PRINTED IN U.S.A.

EXP. I	BS/A....I	BS/A+8..I	BS/A+16.I	BS/A+24.I	MS/A....I
0	14,000.00	14,270.00	14,540.00	14,810.00	15,080.00
1	14,450.00	14,720.00	14,990.00	15,260.00	15,530.00
2	14,900.00	15,170.00	15,440.00	15,710.00	15,980.00
3	15,350.00	15,620.00	15,890.00	16,160.00	16,430.00
4	15,800.00	16,070.00	16,340.00	16,610.00	16,880.00
5	16,250.00	16,520.00	16,790.00	17,060.00	17,330.00
6	16,700.00	16,970.00	17,240.00	17,510.00	17,780.00
7	17,150.00	17,420.00	17,690.00	17,960.00	18,230.00
8	17,600.00	17,870.00	18,140.00	18,410.00	18,680.00
9	18,050.00	18,320.00	18,590.00	18,860.00	19,130.00
10	18,500.00	18,770.00	19,040.00	19,310.00	19,580.00
11	18,950.00	19,220.00	19,490.00	19,760.00	20,030.00
12	19,400.00	19,670.00	19,940.00	20,210.00	20,480.00
13	19,850.00	20,120.00	20,390.00	20,660.00	20,930.00
14	20,300.00	20,570.00	20,840.00	21,110.00	21,380.00
15	20,750.00	21,020.00	21,290.00	21,560.00	21,830.00
16	21,200.00	21,470.00	21,740.00	22,010.00	22,280.00
17	21,650.00	21,920.00	22,190.00	22,460.00	22,730.00
18	22,100.00	22,370.00	22,640.00	22,910.00	23,180.00
19	22,550.00	22,820.00	23,090.00	23,360.00	23,630.00
20	23,000.00	23,270.00	23,540.00	23,810.00	24,080.00

22 ITEM DESCRIPTION ACTUAL AMT. PROJECTE

*BB 11/13/84*