

RECEIVED

JUL 19 1985

STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

|                               |  |                        |
|-------------------------------|--|------------------------|
| -----                         |  |                        |
| In the Matter of the          |  | Case 34                |
| Mediation/Arbitration Between |  | No. 33681 Med/Arb-2898 |
| TOMAH EDUCATION ASSOCIATION   |  | Decision No. 22247-A   |
| and                           |  |                        |
| TOMAH AREA SCHOOL DISTRICT    |  | Sharon K. Imes         |
| -----                         |  | Arbitrator             |

APPEARANCES:

Thomas C. Bina, Executive Director, Coulee Region United Educators, appearing on behalf of the Tomah Education Association.

Kenneth Cole, Director, Employee Relations, Wisconsin Association of School Boards, Inc., appearing on behalf of the Tomah Area School District.

BACKGROUND:

On January 28, 1985, 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 Tomah Education Association, hereinafter referred to as the Director or the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on April 2, 1985. Mediation failed to resolve the impasse and the parties agreed to proceed 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 June 4, 1985.

THE FINAL OFFERS:

The remaining issues at impasse between the parties are salary and salary schedule, extra curricular pay and health insurance language. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed upon 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 parties differ not only upon the unresolved issues but upon the districts which they consider comparable in this matter. The Association posits the appropriate set of comparables should consist of the settled schools in the South Central Athletic Conference. Stating the settled districts tend to be the wage leaders and they have reached voluntary agreement, the Association contends it is neither necessary nor desirable to consider districts outside the conference as comparables.

The District argues it has been to arbitration twice before the instant matter and the comparables have been determined by those previous arbitrations since both arbitrators selected the same set of districts as comparables. It further posits the bargaining process and the relationship between the parties would

not be enhanced if the set of districts considered comparable are constantly altered. Consequently, it concludes the comparables should consist of not only those districts within the South Central Athletic Conference but of Black River Falls, Elroy-Kendall-Wilton and Pittsville as well.

The Association counters Pittsville and Elroy-Kendall-Wilton should be eliminated because they are much smaller than this District and adds that Elroy-Kendall-Wilton is even smaller than the smallest school within the conference. It concedes, however, that in the past, Black River Falls was a member of the conference and therefore finds its inclusion would be acceptable if it were necessary to establish a settlement pattern.

As to the merits of the dispute, the Association declares its salary schedule structure proposal is more reasonable since it is more similar to the schedules within the comparables; since the columns more readily accommodate the educational requirements mandated by the Wisconsin Department of Public Instruction and since it will encourage teachers to expand their educational background. It also argues that its offer as to salary and increment increases is more reasonable since it parallels the increases among the settled schools of the athletic conference and still makes the District one of the lower paid schools in the conference.

The Association also posits its offer should not be rejected on the basis of a high percentage increase because much of the cost of its proposal is the result of the District's unwillingness to switch health insurance carriers, even though it was aware a switch would result in a substantial financial savings to the District and would reduce the total package cost of both final offers. Finally, the Association asserts comparisons of salaries paid teachers with advanced training under the District's offer compared with those settled upon among the comparable districts demonstrates the District's offer would erode their standing even further than it is at the present time. It concludes its offer should be accepted since it will only return the District to the levels of compensation maintained during 1982-83.

As to its offer on extra-curricular duties, the Association contends its offer reflects an increase consistent with the increase in the BA Base and that even with that, many of the extra-pay duties will remain below average. It continues that the District's proposal represents no increase since the athletic pay rates will most likely receive the amount allocated by the District for increasing all extra-duty pay rates. It concludes its offer is more consistent with the proposals made by other schools within the comparables and provides more equity in the distribution of funds and posits, therefore, its offer is the best last offer.

The District declares its offer is more reasonable because its total package cost is more reasonable when it is compared to the increase in the Consumer Price Index and because its salary schedule structure proposal represents an increase from four lanes to seven lanes, a number more comparable to the number of lanes within the comparable salary schedule structures. In regard to the actual salary levels, the District posits its offer maintains or improves the District's ranking from 1982-83 and only drops one level from the BA Base level established in 1983-84. It counters the Association's offer at the BA and MA Maximum lanes enhances the District's relative position by several ranks and maintains this increase is not justified since it results in benchmark increases of 12 and 13 percent, increases which must be linked to "freezes" in schedule movement.

As to the extra-curricular proposals, the District asserts the parties have never experienced any difficulty in distributing extra-curricular increases. It continues the method it has proposed is the same method of distribution which has been used in previous years, thus, it concludes, the primary disagreement between the parties is over salary schedule.

In regard to the Association's argument concerning the health insurance, the District posits the dispute between the parties has two aspects, one, a change in the status quo since the Association's proposal would alter the language from a dollar amount to a percentage amount and the other relative to a change in carriers. The District asserts that a change in carriers was not proposed until after it had submitted its final offer and is only intended to make the Association's offer look less expensive than it is. Thus, it concludes its offer is the more reasonable since the total package cost of its offer is justified and no settlement among the comparables has exceeded 9.1%.

#### DISCUSSION:

In considering the comparables as they relate to determining the merits of this dispute, the following settled districts were examined: Baraboo, Black River Falls, Nekoosa, Portage, Pittsville, Sparta and Wisconsin Dells. Although the Association argued the athletic conference should be the appropriate comparables, a review of the demographics did not indicate there was any specific reason to exclude Black River Falls from consideration. There was a hesitancy to include Pittsville among the comparables since it is smaller than this District and among the smallest considered comparable. Further, it is not particularly comparable demographically. There is value, however, in maintaining a consistent set of comparables since consistency in this process will help the parties as they engage in negotiations. Therefore, since two previous arbitrations were decided using Pittsville, as well as others, it was concluded the districts considered comparable in them should remain constant.

As to the dispute, itself, it is determined the Association's offer should be implemented. A review of the evidence and arguments submitted resulted in a conclusion that the Association's offer was preferred as it related to the salary schedule structure and salary increase while the District's offer was preferred relative to the health insurance and extra-curricular proposals. Overall, it was decided the schedule structure and salary increase were more important in determining the outcome of the dispute than were the health insurance and extra-curricular issues. While it is noted the Association's offer results in a total package increase of over 10%, which seems unconsionable in this day and age when cost of living increases are relatively small and the rural economy is struggling, the effect of the parties' offers as they related to their previous position among the comparables and as they related to the increases given among the comparables supports the Association's offer. Further, it was deemed that since both parties were proposing a change in the salary schedule structure, it was important to adopt a salary schedule structure which facilitates comparisons among those districts which look to each other for guidance and the Association's offer more nearly meets this criterion. A more thorough commentary follows issue by issue.

#### Salary Schedule Structure:

As was previously stated, both parties propose a change in the salary schedule structure. The District proposes a structure which consists of seven lanes: BA, BA+8, BA+16, BA+24, MA, MA+8 and MA+16 lanes. The Association proposes a structure which consists of eight lanes: BA, BA+6, BA+12, BA+18, BA+24, MA, MA+6 and MA+12 lanes. In effect, the Association's offer would provide for salary increases with fewer credits and provides an additional BA lane, thus, in the long range salary costs will increase more rapidly. Both proposals offer the same number of steps.

Although the District argues its offer is preferable because it more nearly matches the number of lanes offered in other comparable districts, a review of those lanes shows that although two of the districts considered comparable have a credit structure similar to the now existing schedule in Tomah, none of the districts, including those not yet settled, has a credit structure similar to that proposed by the District. In contrast, seven of the eight conference districts and two of the three other districts considered

comparable have schedules which have credit schedule structures similar to that proposed by the Association. While the District is correct that its proposal more nearly matches the number of lanes offered in other districts, the Association's offer provides a credit structure which makes comparisons among those districts considered comparable more easily accomplished. Since comparisons of wages among similar employees performing similar work plays such an important role both in the voluntary bargaining process and the mediation/arbitration process, it is better to adopt the proposal which enhances the ability to make comparisons and in this instance, that is the Association's proposal.

#### Salary Increase:

There is no question that the Association's offer appears extremely high since its total package cost represents a 10.26% increase in the cost to the District over the previous year, assuming all employees remain constant. While it is recognized that some of this cost is the result of excessive health insurance costs, it is extremely difficult to consider a wage proposal which represents an increase much higher than the cost of living and imposes additional costs upon a group of taxpayers who are experiencing an economic downturn. This is especially so, when the percentage increase on salary alone is among the very highest settled upon among the comparable districts. Offsetting this consideration, and more important, however, is the analysis of the benchmark comparisons wherein it is concluded the Association's offer more nearly maintains its previous position among the comparables at four of the seven benchmark positions while the District's offer only accomplishes this goal at one of those benchmarks. This is particularly important because the change in the salary schedule structure also will affect how the benchmark comparisons, particularly at the maximums will relate to each other.

In making the benchmark analyses, it is noted that data provided by the parties incorrectly included a longevity payment when comparisons were made, thus, to correct for the misinformation, the salary schedules of each of the settled districts and the schedules provided in the final offers were used to make comparisons. The benchmark comparison analysis indicates the Association's offer more nearly maintains its previous position among the comparables at the BA Minimum, the BA/Step 7, the MA Maximum and the Schedule Maximum positions. The District's offer more nearly maintains this previous position at the MA/Step 10 benchmark and there is very little difference between the offers at the BA Maximum and MA Minimum positions.

As is demonstrated in the graph on the following page, at the BA Minimum benchmark, the Association's offer results in compensation which is slightly less than its comparison to the average in previous years but still maintains the District's previous rank among the comparables. The District's offer, on the other hand, results in compensation compared to the average which is less than the relationship established in any previous year through 1981-82 and drops the District two steps in rank. At the BA/Step 7 benchmark, the Association's offer maintains the same rank and relationship to the average as was established in 1983-84. It should be noted this rank is last among those settled. The District's offer, however, not only results in the District remaining in last position among those settled but further decreases the percentage below the average which has been maintained in previous years. Again, the offer further erodes the relationship maintained between the District and the comparables in any prior year through 1981-82. At the MA Maximum benchmark, while both offers retain the rank established in the past two years, a review of the data demonstrates that at this particular benchmark there has been a continual decline in the compensation compared to the other districts. Thus, although the District's offer actually more closely maintains the position established in 1983-84, the Association's offer is slightly preferred since it more closely approximates the position which was maintained in 1981-82 and 1982-83. At the Schedule Maximum position, neither offer attempts to maintain a position established in previous years, although the rank remains the same as it has been in past years. The District's offer continues the erosion which occurred at this benchmark in 1983-84 while the Association's

|                       | BA Minimum |        |        |                  | BA/Step 7 |        |        |                  | BA Maximum |        |        |                  | MA Minimum |        |        |                  |
|-----------------------|------------|--------|--------|------------------|-----------|--------|--------|------------------|------------|--------|--------|------------------|------------|--------|--------|------------------|
|                       | 81-82      | 82-83  | 83-84  | 84-85            | 81-82     | 82-83  | 83-84  | 84-85            | 81-82      | 82-83  | 83-84  | 84-85            | 81-82      | 82-83  | 83-84  | 84-85            |
| Tomah                 | 11,865     | 12,743 | 13,575 | 14,150<br>14,315 | 14,115    | 15,160 | 15,992 | 16,700<br>17,045 | 17,535     | 18,833 | 19,665 | 20,525<br>21,230 | 12,635     | 13,570 | 14,402 | 15,550<br>15,565 |
| Average               | 11,969     | 12,784 | 13,509 | 14,326           | 14,750    | 15,665 | 16,525 | 17,591           | 17,660     | 18,947 | 19,650 | 20,912           | 12,879     | 13,769 | 14,464 | 15,573           |
| Dollar Difference     | -104       | - 41   | 66     | -176<br>- 11     | -635      | -505   | -533   | -891<br>-546     | -125       | -114   | - 15   | -387<br>318      | -244       | -199   | - 62   | - 23<br>- 8      |
| Percentage Difference | -0.9%      | -0.3%  | -0.5%  | -1.2%<br>-0.1%   | -4.3%     | -3.2%  | -3.2%  | -5.1%<br>-3.1%   | -0.7%      | -0.6%  | -0.1%  | -1.9%<br>1.5%    | -1.9%      | -1.4%  | -0.4%  | -0.1%<br>-0.1%   |
| Rank                  | 4          | 3      | 4      | 6/4              | 8         | 7      | 8      | 8                | 6          | 6      | 6      | 6/4              | 7          | 6      | 4      | 3-4/3            |

|                       | MA/Step 10 |        |        |                  | MA Maximum |        |        |                  | Schedule Maximum |        |        |                  |
|-----------------------|------------|--------|--------|------------------|------------|--------|--------|------------------|------------------|--------|--------|------------------|
|                       | 81-82      | 82-83  | 83-84  | 84-85            | 81-82      | 82-83  | 83-84  | 84-85            | 81-82            | 82-83  | 83-84  | 84-85            |
| Tomah                 | 16,415     | 17,630 | 18,462 | 20,050<br>20,335 | 19,390     | 20,825 | 21,657 | 23,550<br>24,045 | 20,095           | 21,582 | 22,414 | 24,250<br>25,105 |
| Average               | 17,560     | 18,673 | 19,652 | 21,360           | 20,382     | 21,880 | 23,000 | 25,065           | 21,153           | 22,713 | 23,870 | 26,131           |
| Dollar Difference     | -1,145     | -1,043 | -1,190 | -1,310<br>-1,025 | - 992      | -1,055 | -1,343 | -1,515<br>-1,020 | -1,058           | -1,131 | -1,456 | -1,881<br>-1,026 |
| Percentage Difference | -6.5%      | -5.6%  | -6.1%  | -6.1%<br>-4.8%   | -4.9%      | -4.8%  | -5.8%  | -6.0%<br>-4.1%   | -5.0%            | -5.0%  | -6.1%  | -7.2%<br>-3.9%   |
| Rank                  | 8          | 8      | 8      | 8                | 7          | 6      | 6      | 6                | 7                | 7      | 7      | 7/6-7            |

\*Any time two numbers are represented under one column, the first number represents the District and the second number represents the Association.

offer improves upon its previous position. Since the Association's offer more closely approximates the position which was established by the parties in 1981-82 and 1982-83, it's offer is preferred.

The District's offer is more preferable at the MA/Step 10 benchmark since it maintains its previous position relative to the average while the Association's offer seeks to improve upon the relationship previously established by the parties in prior negotiations. Not only does the Association's offer improve the dollar and percentage increase compared to the average over its previous position but it causes a change in rank from sixth position to fourth.

At the BA Maximum and MA Minimum positions, both final offers are similar in their impact upon the comparisons. At the BA Maximum position, the Association's offer seeks to improve its relationship to the average by 1.6% while the District's offer erodes the relationship by 1.8%, thus the offers are essentially offsetting. At the MA Minimum position, there is no difference between the offers.

While an increase the size of the Association's proposal is difficult to find persuasive, it is clear the salary schedule structure as it impacts upon the benchmark comparisons favors the proposal made by the Association. Further, it is noted that while the salary percentage increase is high, it is similar to the percentages agreed upon in at least three other districts considered comparable by the District and is less than the increase which occurred in one of those districts. The District's offer, on the other hand, is less than all but one of the comparables. These two factors, together with the fact that the District has not demonstrated any difference in its ability to pay for increases than that which exists among the comparables and the fact that the District has one of the lowest levies among the comparables, together with the lowest cost per member expense, makes the Association's offer more persuasive.

#### Extra-curricular Pay:

The Association contends its offer is more preferable since its proposed increase still results in many of the extra-pay duties being compensated at below the average among the comparables and because it provides more equity in the distribution of monies than does the District's proposal. It argues the \$2,500 proposal of the District's, if implemented, will be allocated to the athletic pay rates and there will be little left for other duties.

While the Association's data is sufficient to show that even with its proposal rates paid for certain activities are far less than the rates paid in other districts for similar activities in 1983-84, there was not sufficient data to determine whether or not the comparable districts intend or did increase extra-curricular pay in 1984-85. Thus, no conclusion can be drawn regarding the Association's proposal.

The District's proposal is to distribute \$2,500 among the extra-curricular activities as determined by a committee of representatives from the Board of Education and the Education Association. Since there is no control over the distribution process, there is, again, no way to know whether or not this proposal is sufficient. It is noted the \$2,500 represents a 5.57% increase over the monies allocated to extra-curricular activities in the past year. Provided this money were distributed over most of the activities, it appears the increase would be reasonable, thus, the District's proposal is reasonable. A finding that the District's proposal is preferred on this issue, however, is not sufficient to determine the District's overall proposal is preferred since it is considered that the extra-curricular issue is a minor one.

#### Health Insurance:

The primary difference between the parties' proposals regard-

ing the health insurance proposals is a change in language. The District agrees to pay \$2,200 per year for family coverage while the Association seeks "a dollar amount equal to ninety percent (90%) of the annual cost of family coverage." While the Association does not specifically address its reason for the proposed change in language it does argue a change in carrier would have reduced the cost of the coverage and, consequently, would have reduced the total package cost of each offer. The District counters with an argument that the proposal for a carrier change was not made until after it had submitted its final offer and states "the only purpose for this insurance proposal is to reduce the cost of the Union's offer," a "strategy (which) makes a mockery of the mediation/arbitration and collective bargaining process."


Setting aside this rhetoric, since the cost issue of the proposals has already been addressed, it is determined the District's offer on health insurance is preferred. The District is correct when it states the dollar amount it offers represents the status quo and that the Association has shown no persuasive need for change.

Since the health insurance issue is essentially one of a change in contract language and does not reflect an increase in health insurance costs dependent upon which language is implemented, it is decided this issue, while important, is not sufficient to overcome the importance of the salary issues. Thus, since it has been determined that neither the extra-curricular pay issue nor the health insurance issue is as important as the salary schedule structure and salary increase issue and since it has been deemed the Association's offer is preferred on the issues of major importance it is concluded the Association's offer should be implemented. Based upon the foregoing review of the arguments and evidence and upon the discussion set forth and based upon a review of the data in relationship to the statutory criteria, the undersigned issues the following:

AWARD

The final offer of the Association, attached as Appendix B, shall be incorporated into the 1984-85 collective bargaining agreement, together with those provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining and any stipulations of the parties which reflect prior agreements in bargaining as is required by statute.

Dated this 17th day of July, 1985, at La Crosse, Wisconsin.

  
Sharon K. Imes  
Mediator/Arbitrator

SKI:mls

APPENDIX "A"

RECEIVED

NOV 1 1984

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

FINAL OFFER  
OF THE  
BOARD OF EDUCATION  
SCHOOL DISTRICT OF TOMAH

October 22, 1984

This offer of the Board of Education shall include any tentative agreements between the parties, the previous agreement and the attached amendments to the existing agreement.

This offer shall be effective as of the first day of July, 1984, and shall continue in effect until the 30th day of June, 1985.



On Behalf of the Board of Education



| Step | BA    | BA + 8 | BA + 16 <sup>*</sup> | BA + 24 | MA    | MA + 8 | MA + 16 <sup>*</sup> |
|------|-------|--------|----------------------|---------|-------|--------|----------------------|
| 0    | 14150 | 14500  | 14850                | 15200   | 15550 | 15900  | 16250                |
| 1    | 14575 | 14925  | 15300                | 15650   | 16050 | 16400  | 16750                |
| 2    | 15000 | 15350  | 15750                | 16100   | 16550 | 16900  | 17250                |
| 3    | 15425 | 15775  | 16200                | 16550   | 17050 | 17400  | 17750                |
| 4    | 15850 | 16200  | 16650                | 17000   | 17550 | 17900  | 18250                |
| 5    | 16275 | 16625  | 17100                | 17450   | 18050 | 18400  | 18750                |
| 6    | 16700 | 17050  | 17550                | 17900   | 18550 | 18900  | 19250                |
| 7    | 17125 | 17475  | 18000                | 18350   | 19050 | 19400  | 19750                |
| 8    | 17550 | 17900  | 18450                | 18800   | 19550 | 19900  | 20250                |
| 9    | 17975 | 18325  | 18900                | 19250   | 20050 | 20400  | 20750                |
| 10   | 18400 | 18750  | 19350                | 19700   | 20550 | 20900  | 21250                |
| 11   | 18825 | 19175  | 19800                | 20150   | 21050 | 21400  | 21750                |
| 12   | 19250 | 19600  | 20250                | 20600   | 21550 | 21900  | 22250                |
| 13   | 19675 | 20025  | 20700                | 21050   | 22050 | 22400  | 22750                |
| 14   | 20100 | 20450  | 21150                | 21500   | 22550 | 22900  | 23250                |
| 15   | 20525 | 20875  | 21600                | 21950   | 23050 | 23400  | 23750                |
| 16   |       |        |                      |         | 23550 | 23900  | 24250                |

\* Includes 1984-85 employes with BA+15 status in 1983-84.

- Add \$200 for 16 years or more in the Tomah Area School District.

**ARTICLE 10 -- INSURANCE BENEFITS AND RETIREMENT**

- A. The Board of Education will pay the single premium coverage of health insurance and \$2,200.00 per year for family coverage. Health insurance carrier for 1984-85 will be determined by mutual agreement between school employees and the Board of Education.

Delete the following provisions from the existing 1983-84 agreement:

ARTICLE 9 - COMPENSATION

I. Teachers working toward a Master degree program or beyond will receive \$55.00 per semester credit and pro-rated for partial credits for summer school, extension or on campus, providing such credits are in their teaching field or other courses and have prior approval by the administration. This money will be paid in addition to compensation from any other source. No teacher shall receive more than \$385.00 in any one year under this provision. This will be considered as reimbursement and not extra pay. After completion of the course an expense voucher, obtained from the principals, will be submitted to the administration office. This voucher will include expenses up to the reimbursable amounts, with transcript showing credits earned.

L. All teachers must earn six semester credits for each five year period of employment by the Board. These credits, with advance approval by the Administration, may be earned by attendance at summer school, extension classes, on campus, college workshops, clinics, and travel. (Agriculture 1 summer school for four weeks is approved.) Teachers having a Master degree are not required to earn further semester credits but are encouraged to do so. Those faculty members who have acquired a vocational license and have renewed this license every five years shall be compensated by the acceptance of these hours in lieu of three Board credits.

**MEMORANDUM OF UNDERSTANDING - APPENDIX B - EXTRA CURRICULAR PAY SCHEDULE**

The amount of money to be distributed into the existing schedule by a committee composed of representatives of the Board of Education and the Tomah Education Association shall be \$2,500.

DEC 14 1984

Name of Case: Tomah Area School District Case 34 No. 33681 MED/ARB 2898  
WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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.

November 28, 1984  
(Date)

Thomas C. Bina (Thomas C. Bina)  
(Representative)

On Behalf of: Tomah Education Association

11/28/07  
TB

Page 13, ARTICLE 10, Line 18:

A. The Board of Education will pay the single premium coverage of health insurance and a dollar amount equal to ninety percent (90%) of the annual cost of family coverage. The health insurance carrier for 1984-85 will be determined by mutual agreement between the school employees and the Board of Education.

B 11/28/84

APPENDIX B

1. General: Coaching while school is not in session pay rate =  
\$25.00/day (maximum 10 days)
2. Junior High: Echo \$500.00 (presently \$400)  
Newspaper \$500.00 (presently \$350)
3. All pay rates other than those listed above shall be increased  
by the same percent as the increase in the BA Base from  
1983-84 to 1984-85.