

SEP 12 1985

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the Petition of :
KICKAPOO EDUCATION ASSOCIATION :
To Initiate Mediation-Arbitration : Case 6
Between Said Petitioner and : No. 34223
KICKAPOO SCHOOL DISTRICT : MED/ARB-3075
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Decision No. 22493-A

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APPEARANCES

David R. Friedman on behalf of the District
Gerald Roethel on behalf of the Association

On April 18, 1985 the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70(4)(cm)6b. of the Municipal Employment Relations Act in the dispute existing between the Kickapoo Education Association, hereafter the Association, and the Kickapoo School District, hereafter the District or Board. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on July 11, 1985. Said mediation effort failed to result in resolution of the dispute. Therefore the matter was thereafter presented to the undersigned in an arbitration hearing for final and binding determination which was conducted on the same date. Post hearing exhibits and briefs were filed by both parties which were exchanged by August 12, 1985. Based upon a review of the evidence and arguments, and utilizing the criteria set forth in Section 111.70(4)(cm), Wis Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

The issues in dispute essentially involve the salary schedule and longevity pay for the 1984-85 school year. The parties also disagree on what districts should be utilized as comparables in this proceeding.

Because the disposition that the comparability issue may have an impact on the resolution of the other issues in dispute, it will be addressed first. Thereafter the relative merit of the parties' positions on the other issues in dispute will be discussed

COMPARABILITY

The Association has proposed as comparables the districts in the Athletic Conference plus two contiguous districts, Viroqua and Richland Center, and to a lesser extent, statewide school district settlements.

The District has proposed as comparables the three settled Athletic Conference districts plus those districts in CESA 3 which are class "C" athletic competition schools.

District Position

If there is a presumption that the Athletic Conference districts are comparable, then schools in the same geographical area that are of similar size should also be considered.

Districts which are in the same CESA develop relationships and a commonality growing out of their use of the same CESA services.

Even though CESA membership is normally not used as a criterion for determining comparability, in this case the use of three settled districts in the Athletic Conference does not provide sufficient data upon which the arbitrator can make reliable comparability

determinations.

Thus comparable districts utilizing the sources of the same CESA should be considered as comparables for the purposes of this proceeding.

Lastly, Richland Center is three times the size of Kickapoo, and Viroqua is more than two times the District's size. Based upon this size differential, comparisons with these districts should not be made in this proceeding.

Association Position

Because there are so few settlements in the Athletic Conference the Association proposes two additional contiguous districts as comparables.

Since Kickapoo is not a metropolitan area, teachers living in Kickapoo must shop for some goods and services elsewhere. In fact, many of the District's teachers live in areas served by these proposed comparable contiguous districts.

Furthermore, well over 90% of the statewide teacher collective bargaining agreements are settled for 1984-85. These settlements clearly indicate that the average salary benchmarks statewide are far ahead of Kickapoo. The arbitrator should therefore determine whether the District's offer will result in further erosion of the District's position vis a vis these statewide averages. 1/

Discussion

Since there is no dispute that the settled Athletic Conference districts should be utilized as comparables in this proceeding, they will be so utilized. Since there are so few of them however, the undersigned believes it would also be appropriate to utilize three additional districts as comparables. Two of these districts, Highland and Boscobel, are as geographically proximate to the District as is Wauzeka, an agreed upon comparable. Furthermore, they are sufficiently similar in size to the District to justify their use as comparables. The other, Viroqua, is a contiguous district which is not significantly larger than Boscobel. The undersigned believes the use of these six districts as comparables should provide a relatively reliable portrait of the settlement pattern in the geographic and labor market area in which the District is located.

While a statewide settlement pattern might be considered in a case where a comparison with geographically proximate comparables does not substantially support either party's position, the undersigned does not believe, at least at this point in time, that statewide settlement patterns should be utilized in proceedings such as this where clearly established area settlement patterns clearly support the position of one of the parties in these proceedings. Therefore, the undersigned will only make reference to such statewide settlement patterns where area settlement patterns have not been established, or where comparisons with area settlements do not appreciably support either party's position in such a dispute.

SALARY SCHEDULE

In 1983-84 the dollar amount between columns on the District's salary schedule was \$290. The District is proposing to increase that rate to \$300, while the Association is proposing to increase the amount to \$350.

In 1984-84 all increments on the salary schedule were \$460. The Board proposes increasing the increments to \$470 and the Association proposes to increase them to \$485.

The District proposes that the 1983-84 longevity rate of \$350 be retained. The Association proposes changing the rate to \$450. The Association's proposed base is \$13,745. The District's is \$13,600.

1/ Citation omitted.

Association Proposal

Salary Schedule 1984-85

<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>
1	13745	14095	14445	14795	15145
2	14230	14580	14930	15280	15630
3	14715	15065	15415	15765	16115
4	15200	15550	15900	16250	16600
5	15685	16035	16385	16735	17085
6	16170	16520	16870	17220	17570
7	16655	17005	17355	17705	18055
8	17140	17490	17840	18190	18540
9	17625	17975	18325	18675	19025
10	18110	18460	18810	19160	19510
11	18595	18945	19295	19645	19995
12	19080	19430	19780	20130	20480
13	19565	19915	20265	20615	20965
14	20050	20400	20750	21100	21450
Longevity	20500	20850	21200	21550	21900

District Proposal

Salary Schedule 1984-85

<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>
1	13600	13900	14200	14500	14800
2	14070	14370	14670	14970	15270
3	14540	14840	15140	15440	15740
4	15010	15310	15610	15910	16210
5	15480	15780	16080	16380	16680
6	15950	16250	16550	16850	17150
7	16420	16720	17020	17320	17620
8	16890	17190	17490	17790	18090
9	17360	17660	17960	18260	18560
10	17830	18130	18430	18730	19030
11	18300	18600	18900	19200	19500
12	18770	19070	19370	19670	19970
13	19240	19540	19840	20140	20440
14	19710	20010	20310	20610	20910
Longevity	20060	20360	20660	20960	21260

Association Position

A comparison of area salary benchmark increases supports the reasonableness of the Association's offer, as does a comparison of salary and package percentage increases in comparable districts. The same conclusion results from a comparison of average salary dollar increases per teacher.

If a comparison of proposed increases in salary and health/dental insurance costs in comparable districts is made, this also supports the reasonableness of the Association's position herein.

The area settlement pattern should be of crucial importance in this proceeding unless it is shown that the District's economic climate is distinguishable from the comparables, and that has not been demonstrated.

The statewide settlement pattern also clearly favors the Association's offer. While the Association proposal does not maintain pace with the increases which have been bargained statewide, the Board's position increases the gap even more.

Lastly, the Association's proposed longevity rate is within the range of the longevity payments made by comparable districts. In addition the salary maximums in the District, even under the Association's proposal, will still be below the comparable average.

District Position

Utilizing a traditional salary benchmark analysis, the District's

salary proposal is reasonable. However, the arbitrator should also look at the absolute salaries that are paid to the District's teachers and to the percentage value of the proposed total packages.

The District's proposed actual salaries compare favorably with settlements in comparable districts. In addition, the average percentage settlement in comparable districts is almost identical to that proposed by the Board.

When the District's column differentials and increment amounts are compared with comparable districts, the result are inconclusive in that no discernible pattern exists. Thus, there is no justification for modifying the structure of the salary schedule in the amounts that the Association has proposed.

The Association's inability to define its bargaining objectives over the past several years, as they pertain to the structure of the salary schedule, has made it difficult for the District to ascertain what Association priorities it needs to respond to. This bargaining behavior also supports the reasonableness of the District's proposal.

Since the Association prevailed in last year's arbitration proceeding, it cannot argue that it must now make up for its past bargaining failures.

The Association is proposing a 28.6% increase in the District's longevity rate. The District's longevity rate currently falls somewhere in the middle of the longevity rates paid by comparable districts. The Association has failed to demonstrate why such a large increase in the longevity rate is needed.

Discussion

In order to facilitate an analysis of comparable salary schedule settlements, the undersigned has constructed the following charts:

	<u>BA Base</u>			
	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	12750	13750	1000	7.8
LaFarge	12100	13200	1100	9.1
Wauzeka	12600	13600	1000	7.9
Boscobel	12625	13600	975	7.7
Highland	12300	13575	1275	10.4
Viroqua	13696	14518	822	6.0
Average	12679	13707	1029	8.2
Kickapoo	12635	B 13600	965	7.6
		A 13745	1100	8.8
+/- Average	- 44	B - 107	- 64	-.6
		A 38	71	.6
Rank Among 7	2	B 3/4		
		A 2		

BA 7th

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	15810	17050	1240	7.8
LaFarge	14380	15780	1400	9.7
Wauzeka	15270	16480	1210	7.9
Boscobel	15974	17208	1234	7.7
Highland	14760	16125	1365	9.2
Viroqua	16983	18002	1019	6.0
Average	15530	16774	1245	8.1
Kickapoo	15395	B 16420 A 16665	1025 1270	6.7 8.2
+/- Average	- 135	B - 354 A - 109	-220 25	-1.4 .1
Rank Among 7	4	B 5 A 4		

BA Max

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	18360	19800	1440	7.8
LaFarge	17420	19220	1800	10.3
Wauzeka	17050	18400	1350	7.9
Boscobel	17969	19357	1388	7.7
Highland	17712	18325	613	3.5
Viroqua	21195	22467	1272	6.0
Average	18284	19595	1311	7.2
Kickapoo	18615	B 19710 A 20050	1095 1435	5.9 7.7
+/- Average	331	B 115 A 455	-216 124	-1.3 .5
Rank Among 7	2	B 3 A 2		

MA Base

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	13775	14975	1200	8.7
LaFarge	13300	14775	1475	11.1
Wauzeka	13975	15145	1170	8.4
Boscobel	13725	14700	975	7.1
Highland	12900	14775	1875	14.5
Viroqua	14766	15652	886	6.0
Average	13740	15004	1264	9.3
Kickapoo	13795	B 14800 A 15145	1005 1350	7.3 9.8
+/- Average	55	B - 204 A 141	-159 86	-2. .5
Rank Among 7	3	B 4 A 2/3		

MA 10th

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	18734	20366	1632	8.7
LaFarge	16720	18645	1925	11.5
Wauzeka	17980	19600	1620	9.0
Boscobel	19535	20923	1388	7.1
Highland	17544	18975	1431	8.1
Viroqua	20194	21405	1211	6.0
Average	17935	19986	1535	8.4
Kickapoo	17935	B 19030 A 19510	1095 1575	6.1 8.8
+/- Average	0	B - 956 A - 476	-440 40	-2.3 .4
Rank Among 7	5	B 5 A 5		

MA Max

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	20938	22762	1824	8.7
LaFarge	18620	20795	2175	11.7
Wauzeka	19760	21580	1820	9.2
Boscobel	21974	23535	1561	7.1
Highland	18576	19525	949	5.1
Viroqua	24181	25631	1450	6.0
Average	20675	22304	1630	8.0
Kickapoo	19775	B 20910 A 21450	1135 1675	5.7 8.5
+/- Average	- 900	B -1394 A - 854	-495 45	-2.3 .5
Rank Among 7	4	B 5 A 5		

Schedule Max

	<u>83-84</u>	<u>84-85</u>	<u>\$ Increase</u>	<u>% Increase</u>
Ithaca	20938	22762	1824	8.7
LaFarge	18620	21320	2700	14.5
Wauzeka	20710	22760	2050	9.9
Boscobel	21974	23535	1561	7.1
Highland	18576	19925	1349	7.3
Viroqua	25102	26607	1505	6.0
Average	20987	22818	1831	8.9
Kickapoo	19775	B 20910 A 21450	1135 1675	5.7 8.5
+/- Average	-1212	B -1908 A -1368	-696 -156	-3.2 -.4
Rank Among 7	5	B 6 A 5		

The foregoing data indicates that at the BA base, neither party's proposal is appreciably more in line with the area settlement pattern than the other's, and accordingly, the undersigned does not believe either proposal is more comparable or reasonable at this benchmark than the other. At the BA 7th benchmark, the Association's

proposed increase and salary is clearly the more comparable of the two. At the BA maximum, while the District's proposed salary is clearly more comparable than the Association's, the Association's proposed increase is more comparable than the District's, and furthermore, it will not result in a change in the ranking of the District at this benchmark vis a vis its comparables. Therefore, the undersigned believes that the Association's proposal at this benchmark is the more reasonable of the two. At the MA base, MA 10th step, MA maximum, and Schedule maximum benchmarks, the Association's proposal is the more comparable of the two in all respects.

Based upon the foregoing analysis of the comparability of the parties' proposals, it is clear that the Association's proposal is the more comparable of the two at issue herein.

This conclusion is not altered significantly by a comparison of the parties' proposals regarding the structure of the salary schedule and longevity rates since clear patterns do not exist among the comparable districts in these areas which strongly support the reasonableness of either party's positions on these issues.

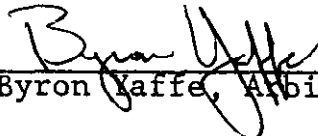
The undersigned also does not believe that the reported percentage value of comparable settlements are sufficiently reliable to utilize in proceedings such as this, unless the parties stipulate to the accuracy of such data, which is not the case herein.

Based upon all of the foregoing considerations, the undersigned is of the opinion that the Association's proposed salary schedule is the more comparable and reasonable of the two at issue herein. Therefore, based upon this conclusion, the undersigned hereby renders the following:

ARBITRATION AWARD

The final offer submitted by the Association in this proceeding shall be incorporated into the parties' 1984-85 collective bargaining agreement.

Dated this 11th day of September, 1985 at Madison, Wisconsin.


Byron Yaffe, Arbitrator