

EDWARD B. KRINSKY, INC.

EDWARD B. KRINSKY, ARBITRATOR
2021 CHAMBERLAIN AVENUE
MADISON, WISCONSIN 53705
(608) 257-1060 OR 231-1898

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

*
In the Matter of Mediation-Arbitration Between *
*
Rock County (Handicapped) *
Children's Education Board) *
*
-and- *
*
Rock County Education *
Association *
*

RE: Case 185
No. 33750 MED/ARB-2922

Decision No. 22537-A

Appearances:

- Lysabeth N. Wilson, UniServ Director, Rock Valley United Teachers, for the Association.
- Bruce K. Patterson, Employee Relations Consultant, for the County.

On May 6, 1985, the Wisconsin Employment Relations Commission appointed the undersigned as mediator-arbitrator in the above-captioned matter. Mediation was attempted on July 24, 1985 at Janesville, Wisconsin. Those efforts were unsuccessful and at their conclusion an arbitration hearing was conducted. At the hearing the parties had the opportunity to present evidence, testimony and arguments. No transcript was made. The record was completed with the exchange by the arbitrator of the parties' post-hearing briefs on September 18, 1985.

The final offers of the parties are appended to this Award.

Facts

This dispute concerns the salary to be paid to teachers and aides employed by the County Handicapped Children's Board. The parties presented little or no data with regard to the aides salaries, or the second issue concerning payments for IEP's. They appear to be in agreement that the primary issue in this dispute is the salary increase to be given to teachers.

In evaluating which of the final offers should be implemented the arbitrator is required to weigh the several factors enumerated in the statute. There is no issue with respect to several of them: (a) the lawful authority of

the Employer (b) stipulations of the parties; (g) changes during the pendency of the arbitration; and (h) other factors normally or traditionally taken into account.

An assessment of the final offers in light of the other factors follows:

(c) Interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

There is no contention by the County that it does not have the financial ability to pay the increase proposed by the Association. The County presented a variety of pieces of data to support its argument that the interests and welfare of the public are best served by implementation of its offer rather than the more costly one proposed by the Association. The data focus on the poor state of the agribusiness economy in Rock County.

County data show that Rock County's tax delinquency rate in 1982 and 1983 was the highest of the 14 counties for which data are presented. There were four farm foreclosures in the County in 1983 and five in 1984 as contrasted with two in the 1980-82 period. Of the 14 counties listed, Rock County had by far the largest number of mortgage foreclosures in 1984 (225).

The County also presented data on farm prices for various commodities. The County asserts that agribusiness represents more than 20% of the County workforce.

The Association did not address the interests and welfare of the public in its presentation and brief.

Assuming that both offers are fair and reasonable, it is probably the case that the economic situation in the County argues in favor of the County's final offer as being more in the interests and welfare of the public. However, the public also has an interest in attracting and retaining qualified teachers and aides for teaching handicapped children and this must be considered in evaluating the parties' salary offers.

The next factor to be considered is the comparison of the parties' offers with conditions in public and private employment. The parties presented no data to enable one to make comparisons with the private sector.

The County has given a 3% wage increase to its non-Union employes for 1985 and has offered the identical increase to the other bargaining units with which it bargains.

In weighing the reasonableness of offers arbitrators give considerable weight to the pattern of so-called internal comparables voluntarily bargained with the other units of the municipal employer. In this case the County has been consistent in what it has offered all of its employes but there have been no settlements. The outcomes are thus in doubt, and there certainly is no pattern of internal settlements.

With respect to the external comparisons, there is a dispute over which comparisons are appropriate. The County argues that the comparisons should be with teachers employed by other County Handicapped Children's Boards. The Association argues that since there are so few of those Boards, the appropriate comparison is with the pay given to teachers by the school districts which feed the County's program, the so-called "feeder schools."

The arbitrator views the comparison with the Handicapped Children's Boards as relevant, but not controlling. There is no showing that those schools define a labor market for teachers of handicapped children separate and distinct from other school districts which teach handicapped children. There are just four such Boards, including Rock County, and only one of them, Walworth, is in the same geographical area. The only information presented by the County about these Boards is the 1984-85 settlements, which in the case of Walworth, was a 7.47% increase to returning teachers, for a total of \$1550 for those teachers. That percentage (7.47%) is closer to the County's offer (7.08%) than the Association's (10.46%). In dollar terms the amount for returning teachers (\$1550) is closer to the Association's figure (\$1775) than to the County's (\$1202). Regardless of how one interprets these figures, it is clear that this one comparison is not a sufficient basis for determining which offer is preferable.

The arbitrator regards it as more meaningful under the circumstances to look at the comparison with the feeder schools. Their salaries in a real sense demonstrate the conditions that the voters and parents in those districts have established for teachers, and it is not unreasonable to assume that they expect similar standards for teachers who are responsible for teaching their handicapped children. Moreover, if for some reason the County got out of the business of teaching the handicapped, these districts would have those responsibilities and their salary schedules would determine what the teachers of the handicapped would be paid. These districts are also in Rock County. Their residents are subject to the same economic and business conditions which the County cites in support of its offer. The Association has presented data for these eight feeder districts from 1980-81 through 1984-85 using the benchmark salaries frequently used by parties and arbitrators when making salary comparisons.

At the BA minimum step the County's rank in those years has gone from 2nd in 1980-81 to 8th, 9th to 6th in 1983-84. The Association's offer would continue the 6th rank, while the County's offer would drop to 8th. In 1983-84 the County's BA minimum salary was \$128 below the median paid by the other districts. For 1984-85, the Association offer would be \$131 below the median, while the County's offer would be \$570 below the median. Thus, at the BA minimum, the Association's offer would maintain rank and differential from the median, while the County's offer would produce significant deterioration.

At the BA - Step 7 Step, the County's rank in 1980 was 5th and then went to 3rd, 9th, and 3rd in 1983-84. The Association's offer would retain the 3rd rank, while the County's would drop to 5th. In 1983-84 the County was \$546 above the median. The Association's offer for 1984-85 would result in a salary \$551 above the median, while the County's offered salary would be \$19 below the median. Thus at the BA - 7 Step, the County's offer produces considerable relative deterioration, but leaves the County at approximately the median of the other districts.

At the BA maximum the County's 1980-81 rank was 9th and it has since ranked 8th, 9th and 3rd in 1983-84. The Association offer would retain the 3rd rank, while the County's offer would rank 5th. In 1983-84 the County was \$464 above the median. The Association offer for 1984-85 would be \$492 above the median while the County would be \$144 below the median. Thus at the BA maximum the County's offer produces considerable relative deterioration, and leaves the County below the median, although closer to the median than the Association's offer.

At the MA minimum the County's 1980-81 rank was 2nd and since then it has ranked 5th, 9th and 3rd in 1983-84. For 1984-85 both final offers would retain the 3rd rank. In 1983-84 the County's salary was \$646 above the median. Under the Association's 1984-85 offer the County would be \$699 above the median. The County's offer would be \$186 above the median. Thus the County's offer produces considerable relative deterioration of salary at MA - minimum although still above the median of other districts.

At the MA - 10 Step the County's rank in 1980-81 was 7th and has since been 4th, 9th and 3rd in 1983-84. Both offers for 1984-85 retain the 3rd rank. In 1983-84 the County's MA - 10 salary was \$1013 above the median. For 1984-85 the Association's offer produces a salary \$1043 above the median while the County's salary is \$332 above the median. Thus the County's offer produces considerable relative deterioration of salary at MA - 10 although it is still well above the median salary of the other districts.

At MA - maximum the County's 1980-81 rank was 9th and has since been 9th in each succeeding year. In 1983-84 the County's salary was \$2016 below the median of the other districts. The Association's offer for 1984-85 is \$2181 below the median while the County's offer is \$2892 below the median. There is significant deterioration relative to the other districts resulting from the County's offer.

In the arbitrator's opinion there is no evident reason why the County's teachers should suffer marked relative salary deterioration in relation to other teachers in the same geographic area. It is his opinion that for this reason the Association's offer is preferred based on external comparisons.

Factor (e) is the cost of living increase. The County presented CPI data showing cost of living changes from June 1983 to June 1984, the approximately one year preceding the contract at issue here. Depending on the index used, the data show the increase to be between 2.8% and 4.0%. Both of these figures are well below either party's final offer. Given these figures and the economic conditions within the County, the arbitrator finds the County's offer to be more favorable based on the cost of living factor.

(f) The overall compensation presently received by the municipal employees... The County presented overall compensation data for all of its bargaining units which it describes in its brief as "generally uniform" and "comprehensive" including "a fully employer paid health insurance and retirement program in addition to the other benefits, including an extensive paid leave program."

The Association calculated the value of salary, health insurance, dental insurance, life insurance, LTD insurance, and retirement for the feeder schools for 1984-85. Assuming payment of family health insurance benefits,

the County ranks as follows, depending on whether the Association or County offer is implemented: BA - min (8 or 9); BA - 7 (3 or 6); MA - 10 (4 or 5); MA - Max (9); Schedule Max (9).

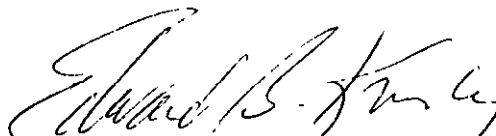
The implementation of either final offer would not significantly change the rankings. The arbitrator does not view this factor as determinative, but rather views it as of less significance than the salary comparisons.

The arbitrator is obligated by statute to choose one final offer in its entirety. He has no authority to modify an offer or determine middle ground between offers that are too low or too high. Based on the above facts and discussion the arbitrator has decided that the greatest weight should be given to the salary comparisons with feeder schools in the same geographical area as the County. These favor the Association's offer. Although the result is selection of an offer far in excess of the increase in cost of living, the Association's offer best reflects the salaries that residents of the County have opted for in their school districts to pay to teachers.

The arbitrator hereby makes the follow AWARD.

The Association's final offer is selected.

Dated this 8th day of November, 1985 at Madison, Wisconsin.



Edward B. Krinsky
Mediator/Arbitrator

NEGOTIATION DISPUTE

EMPLOYER'S FINAL OFFER

Rock County, Wisconsin
The Employer
And
Rock County Education Assoc.
The Union

WERC Case 185
No. 33750
MED/ARB 2922

The Employer makes the following final offer on all issues in dispute for a successor Agreement to begin August 1, 1984 and to be effective through July 31, 1985.

1. All provisions of the 1983-84 Agreement not modified by the Stipulations of Agreed Upon Items or this final offer shall be continued.
2. Wages--Per attached schedule - Teachers
Wages--Teacher Aides (see below)

APPENDIX A
PAY PLAN FOR TEACHER AIDES
1984-85 School Year

<u>PROGRESSION</u>	<u>RATE</u>	<u>ANNUAL SALARY</u> (based on 1302 hours worked per school year)
Starting rate	\$4.2883	\$5,583.37
After 6 months	4.7252	6,152.21
After 18 months	5.2084	6,781.34
After 30 months	5.7386	7,471.66

BR
A/3/85

APPENDIX B
SALARY AND INDEX FOR TEACHERS
1984-85

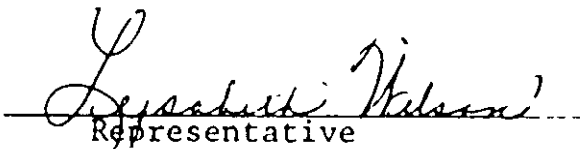
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Degree Years	BA	BA + 6	+12	+18	+24	MA	MA + 6	+12	+18	+24
0-1	13,905 1.00	14,322 1.03	14,739 1.06	15,156 1.09	15,574 1.12	16,269 1.17	16,825 1.21	17,381 1.25	17,937 1.29	18,494 1.33
1-2	14,600 1.05	15,017 1.08	15,435 1.11	15,852 1.14	16,269 1.17	16,964 1.22	17,520 1.26	18,077 1.30	18,633 1.34	19,189 1.38
2-3	15,296 1.10	15,713 1.13	16,130 1.16	16,547 1.19	16,964 1.22	17,659 1.27	18,216 1.31	18,772 1.35	19,328 1.39	19,884 1.43
3-4	15,991 1.15	16,408 1.18	16,825 1.21	17,242 1.24	17,659 1.27	18,355 1.32	18,911 1.36	19,467 1.40	20,023 1.44	20,579 1.48
4-5	16,686 1.20	17,103 1.23	17,520 1.26	17,937 1.29	18,355 1.32	19,050 1.37	19,606 1.41	20,162 1.45	20,718 1.49	21,275 1.53
5-6	17,381 1.25	17,798 1.28	18,216 1.31	18,633 1.34	19,050 1.37	19,745 1.42	20,301 1.46	20,858 1.50	21,414 1.54	21,970 1.58
6-7	18,077 1.30	18,494 1.33	18,911 1.36	19,328 1.39	19,745 1.42	20,440 1.47	20,997 1.51	21,553 1.55	22,109 1.59	22,665 1.63
7-8	18,772 1.35	19,189 1.38	19,606 1.41	20,023 1.44	20,440 1.47	21,136 1.52	21,692 1.56	22,248 1.60	22,804 1.64	23,360 1.68
8-9	19,467 1.40	19,884 1.43	20,301 1.46	20,718 1.49	21,136 1.52	21,831 1.57	22,387 1.61	22,943 1.65	23,499 1.69	24,056 1.73
9-10	20,162 1.45	20,579 1.48	20,997 1.51	21,414 1.54	21,831 1.57	22,526 1.62	23,082 1.66	23,639 1.70	24,195 1.74	24,751 1.78

Name of Case: Rock County (Handicapped Children's Education Board)
Case 185 No. 33750 MED/ARB-2922

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.

April 3, 1985
Date

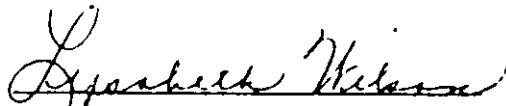

Representative

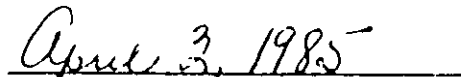
On Behalf of: Rock County Education Association

FINAL OFFER

ROCK COUNTY EDUCATION ASSOCIATION

The Association proposes the provisions of the 1983-84 Agreement between the Rock County Handicapped Children's Board and the Rock County Education Association, become the terms of the 1984-85 Agreement with any/all previously agreed to stipulated agreements between the parties and the following amendments, and as determined by the mediator/arbitrator, to be incorporated into the successor contract.


For the Association


Date

ARTICLE XXVII -- SALARY SCHEDULE

27.05 Payment for Individual Educational Plan Preparation.

Each classroom teacher assigned to prepare the final Individual Education Plan (IEP) for any student, shall be paid \$10.00 for each plan, subject to the limit of one plan per student per school year. Only the teacher responsible for the final IEP shall be eligible for said payment. Each support person shall receive \$2.00 per IEP for his/her contribution for the IEP's.

SALARY SCHEDULE FOR TEACHERS
1984-85

RCEA FINAL OFFER
April 3, 1985

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24
0-1	14,344	14,774	15,204	15,635	16,065	16,782	17,356	17,930	18,503	19,077
1-2	15,061	15,491	15,922	16,352	16,782	17,499	18,073	18,647	19,221	19,794
2-3	15,778	16,208	16,639	17,069	17,499	18,217	18,790	19,364	19,938	20,512
3-4	16,495	16,926	17,356	17,786	18,217	18,934	19,508	20,081	20,655	21,229
4-5	17,213	17,643	18,073	18,503	18,934	19,651	20,225	20,798	21,372	21,946
5-6	17,930	18,360	18,790	19,221	19,651	20,368	20,942	21,516	22,089	22,663
6-7	18,647	19,077	19,508	19,938	20,368	21,085	21,659	22,233	22,807	23,380
7-8	19,364	19,794	20,225	20,655	21,085	21,803	22,376	22,950	23,524	24,098
8-9	20,081	20,512	20,942	21,372	21,803	22,520	23,093	23,667	24,241	24,815
9-10	20,798	21,229	21,659	22,089	22,520	23,237	23,811	24,384	24,958	25,532

APPENDIX A
PAY PLAN FOR TEACHER AIDES
1984-85 SCHOOL YEAR

<u>PROGRESSION</u>	<u>RATE</u>	<u>ANNUAL SALARY</u> (based on 1302 hours) <u>worked per school year</u>
Starting rate	\$4.5595	\$5936.47
After 6 months	5.0240	6541.48
After 18 months	5.5377	7210.09
After 30 months	6.1016	7944.28