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JUL 11 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the matter of the Petition of the
NEILLSVILLE EDUCATION ASSOCIATION
For Final and Binding Arbitration
Between the Petitioner and the
NEILLSVILLE SCHOOL DISTRICT

Case 5
No. 3548 Med/Arb 3430
Decision No. 23054-A

I. APPEARANCES

For the Neillsville Education Association
Ms. Mary Virginia Quarles, Spokesperson
Mr. Don Abel
Mr. Duane Gilbert
Mr. Jack Hammond
Ms. Mary Hartung
Ms. Carol Oryszzyn
Mr. Herman Seebrandt
Mr. David M. Smith
Ms. Adele Thompson
For the Neillsville School District
Mr. Karl L. Monson, Spokesperson
Mr. Bruce Kakestrom
Mr. Richard Quast
Mr. Walter Washel
Mr. Michael Soht

II. BACKGROUND

On August 13, 1985, the Neillsville Education Association consisting of all classroom teachers, librarians, and guidance counselors and, excluding A.V. Directors, Principals, Assistant Principals, Administrators and all employees working less than half-time (hereinafter called the Association), filed a petition requesting the Wisconsin Employment Relations Commission to initiate mediation/arbitration proceedings pursuant to Section 11.70 (4) (cm) 6 of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Association and the Neillsville School District (hereinafter called the Employer) on matters affecting the wages hours, and conditions of employment within said unit.

An investigation into the matter was conducted by a member of the Wisconsin Employment Relations Commission's staff on October 23, 1985. The investigator, finding the parties still at impasse, accepted the parties final offers and stipulations agreed upon on November 4, 1985. Thereafter, the Commission's staff investigator notified the parties and the Commission that the investigation was closed and the parties remained at impasse. Subsequently, the Wisconsin Employment relation Commission rendered a FINDING OF FACT, CONCLUSION OF LAW, CERTIFICATION OF RESULTS OF INVESTIGATION and ORDER requiring mediation/arbitration.

The parties selected Donald G. Chatman as mediator/arbitrator on December 5, 1985. A mediation hearing was held on March 12, 1986, at the offices of the Neillsville School District, Neillsville, Wisconsin at 5:00 P.M. in an attempt to resolve the outstanding issues in dispute between the parties. The parties were unable to reach agreement and the Mediator served notice of the prior written stipulation to the parties to resolve the dispute by final and binding arbitration. The mediation meeting was closed at 8:30 P.M. on March 12, 1986.

III. PROCEDURE

An arbitration hearing on the above matters was held at the offices of the Neillsville School District at 8:40 P.M. before the Arbitrator, under rules and procedures of Section 111.70 (4)(cm) 6 of the Municipal Employment Relations Act. At this hearing both parties were given full opportunity to present their evidence, testimony and arguments, to summon witnesses and to engage in their examination and cross-examination. The parties agreed to the submission of final arguments in the form

of written briefs with no rebuttal briefs. The hearing was adjourned on March 12, 1986 until receipt and exchange of final written briefs. The exchange was completed on April 30, 1986 and the hearing was closed at 5:00 P.M. on April 30, 1986. Based on the evidence, testimony, arguments and criteria set forth in Sec. 111.70 (4)(cm) 6 of the Municipal Employment Relations Act, the Arbitrator renders the following award.

IV FINAL OFFERS AND ISSUES

Both parties to the Agreement stipulate to the following inclusions in a successor agreement:

All item in the 1984-85 contract except for the stipulations and:

4.3 Step one- Add District Administrator after Principal

9.1 Any teacher working more than 20 days on summer contract receives one (1) additional sick day.

9.3 Add " any request for less than 1/2 day needs prior approval and reason stated to District Administrator, or else loss will be for 1/2 day."

9.4 Add "Such leave shall be taken only with prior approval of the Administrator and/or Board, except in emergency situations.

Appendix C- Change Pep Club to 1.7%

Appendix E- Calendar as implemented

16.1 increase to \$10.00 effective upon ratification or end of first semester, whichever comes first.

B-1 Long Term Disability shall be 100% paid by District.

C-3 increase chaperone by \$5.00

The Association's final offer is attached (appendix A). The Employer's final offer is also attached(appendix B). The Employer and the Association stipulate that no other outstanding issues are at impasse which would prevent the resolution of the 1985-1986 agreement between the parties. For the record it should be noted that with the exception of the salary schedules (Employer exhibit 2d, Association exhibit 3e) the final offers are identical.

Issue

The issue at impasse is defined by the Arbitrator as follows: Shall the 1985-1986 agreement between the Neillsville Education Association and the Neillsville School District contain the salary schedule of the Association or the salary schedule of the Employer.

V. CONTENTIONS OF THE PARTIES

The Association contends that its final offer more closely meets the statutory criteria of Sec.111.70 of the Municipal Employment Relations Act. The Association maintains that its comparable groups are more appropriate, and its wage rate proposal is most reflective of comparable wage rates for similar jobs. The Association argues that wage rates are the most valid basis for comparing final offers as opposed to other Arbitrator guidance parameters. The Association contends that longevity payments impact the maximum earnings, and that Neillsville teachers do not get longevity nor do they earn the average

annual salary (\$24,577) of Wisconsin teachers in 1984-1985. The Association contends that the bargaining unit's insurance package does not and should not influence the salary rates in that Association membership receive no unique insurance, nor does the Employer pay a unique insurance cost. The Association argues that the best gauge of cost of living increases is the level of wage increases in comparable districts rather than the Consumer Price Index. Finally, the Association contends that its final offer is in the best public interest, and the employer has not argued inability to pay the costs of this final offer, nor does this offer place an onerous burden on the community. Thus, the Association contends that its final offer should prevail.

The Employer contends that its final offer is the most appropriate and reasonable in this dispute. The employer contends that its final offer of a 7.8% increase over the 1984-1985 budget is the more reasonable and comparable of the two final offers. The Employer argues that there is nothing significantly unique about the district's employees to justify the demands of the Association's final offer. The Employer argues that the Association's final offer is significantly larger than those which have been agreed upon in voluntary settlements. The Employer contends that the average consumer price index is clearly exceeded by several percent in the Employer's final offer. On this basis the Employer argues that the Association's final offer is excessive and the Employer's final offer should prevail.

VI DISCUSSION

Comparability

The comparable School Districts proposed by the Association are the fourteen school districts of the Cloverbelt Athletic Association, with the exception of Auburndale. The Association's position for the exclusion of Auburndale is that the Auburndale settlement is so radically different from other settlements in the conference that no weight should be given to it for 1985-1986. In support of this position the Association has submitted the excerpts from several arbitrations which they maintain should be used as precedents for their position.

The Employer proposes the Cloverbelt Athletic Conference as the primary comparison districts, but argues that because less than a majority of the fourteen districts in the conference have settled for 1985-1986, other school districts outside this conference should be utilized as appropriate comparisons.

It is this arbitrator's opinion that both the Association and Employer's arguments are inconsistent. First, the Association has argued vehemently in its brief and in other arbitrations that the commonality of schools within an athletic conference should be the comparable criteria. The fact that one part of that comparable has reached a different settlement than desired by the Association is not in and of itself a sufficient reason to exclude that school. There are no parameters that uniquely determine when a school district is at such deviance as to be removed from the cooperative comparison within its athletic conference and dismissed as a pariah. Comparability will only be of continuous useful value if there is a real consistency between school districts such that these districts regress over time towards the mean of the conference. This commonality should allow wages, benefits, teacher/pupil ratios, and educational effort variables to be measured over time. All the school districts of a comparable group must remain as variables over time or comparability will have no basis in fact and degenerate into a totally biased analysis. The Association's election to exclude Auburndale is not deemed meritorious.

The Employer's rationale for expanding the comparables to include the Dairyland Athletic Conference is also not deemed meritorious. The Employer, after years of justifying the Cloverbelt Athletic Conference as the comparable group for Neillsville, wishes to expand the group because only three of the fourteen members of the conference have settled at this

point in time. It should be noted that the primary purpose of the collective bargaining agreement between parties is to determine the terms and conditions of employment within a specific political sub-division. Arguments of equity must first relate to the district at impasse, while the settlements of other school districts are of reference and historical interest and not the mandate for settlement. To consider other conferences outside the Cloverbelt Athletic Conference, after the careful and extensive crafting of variables for all affected parties to arrive within the same parameters, appears to this arbitrator to be an abandonment of the concept of reasonable comparability. The Employer's comparables will not be used. The Cloverbelt Athletic Conference will be the comparable school districts utilized in this arbitration proceeding.

CONFERENCE SELECTED SALARY SCHEDULE AVERAGE INCREASES 1982-1986
 COMPARED TO NEILLSVILLE SCHEDULE INCREASES 1982-1986

TABLE 1

Salary Level	1983-84		1984-85		1985-86 *		
	Conf.	Neillv.	Conf.	Neillv.	Conf.	Assoc.	Emp.
B.A. Min.	5.18	6.00	5.95	5.50	7.99	7.82	6.39
B.A. Max.	4.30	5.54	5.62	5.55	8.30	10.66	6.90
M.A. Min	5.97	5.49	6.39	8.15	6.62	7.74	5.82
M.A. Max.	5.83	5.47	6.68	7.00	6.90	10.38	6.30
Sched. Max.	6.04	5.60	6.31	6.44	7.70	10.05	4.70
Tot.% Inc Avg	5.46	5.60	6.31	6.44	7.50	9.33	6.02

* = final offers proposed by Emp. and Assoc.

When the historical salary data for the Cloverbelt Athletic Conference is examined for the recent four year period some facets in the way salary increases are placed become apparent. It would appear that many school districts produce erratic pay increases at certain benchmark levels. When the data are examined for overall teacher compensation during that contract year, the salary increases average within a standard deviation. This indicates two features: 1. wage increases throughout the conference are fairly close together and, 2. the wage increases appear to be placed on the salary schedule where they will impact the most employees with the least impact to the employer.

1985-86 CONFERENCE PERCENTAGE INCREASE AVERAGES AT SELECTED
 LEVELS COMPARED WITH NEILLSVILLE FINAL OFFER PROPOSALS; COMPARED
 WITH THREE YEAR AVERAGES

TABLE 2

Salary Level	1985-86 (Proposed)			3 yr. Avg. Ann. Inc.		
	Conf.	Assoc.	Emp.	Conf.	Assoc.	Emp.
B.A. Min.	7.99	7.82	6.39	6.37	6.44	5.96
B.A. Max.	8.30	10.66	6.90	6.07	7.25	5.99
M.A. Min.	6.62	7.74	5.82	6.33	7.13	6.99
M.A. Max.	6.90	10.38	6.30	6.47	7.62	6.26
Sched. Max.	7.70	10.05	4.70	6.88	7.20	5.41
Tot. Avg.	7.50	9.33	6.02	6.42	7.12	6.02

An examination of the final offers of both the Employer and the Association show the Average Annual increase for the conference equals 6.4% annually over this three year period. The association's proposed final offer would raise the annual increase for Neillsville to 7.12% annually. The Employer's final offer proposal would equal a 6.02% increase annually. The Employer's final offer is below the Conference average, with the Employer's attendant argument that there is nothing exceptional about the district to merit exceptional salary increases. In addition the Employer argues that the Association's final offer is exceptional high. However to give credance to this argument, the arbitrator would have to consider the Employer's final offer exceptionally low with respect to the past history of the Athletic Conference. The Associations final offer is high, and

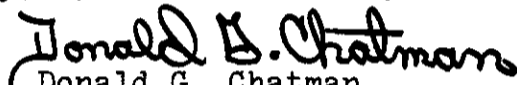
the Arbitrator is disturbed by it. However, no argument for this amount of increase or opposition to this amount of increase, other than being a non-exceptional district was presented. The other data for the Neillsville School District shows it to be in the upper portion of the Conference with regard to pupils and at the bottom half with regard to costs. No argument was raised that this was management intent or of the ability of the district to pay the costs of the final offers.

An examination of the employees who will perform the services to the district for this contractual year shows that thirty-one of the eighty-one are at the end of the schedule in 1984-1985. At the end of this Agreement period of the 1985-1986 school year thirty-six (44%) will be at the end of the schedule. There is no longevity allowance provided in the agreement between the parties. Yet, it is at the end of the salary schedule where the Employer's final offer provides the smallest percentage increase. Thus, there is a marked disparity in salary increases for senior employees in the Employer's final offer. The Employer presented no argument for this disparity. The low level of salary increase for senior employees coupled with the situation that the employer's final offer lowers the rank position of the district within the Cloverbelt Athletic Conference and causes the Arbitrator to find the Association's final offer barely preferable.

VII AWARD

The 1985-1986 Agreement between the Neillsville Education Association and the Neillsville School District shall contain all stipulations mutually agreed upon and the final offer of the Association.

Dated this 8 th day of July, 1986 at Menomonie, Wisconsin.


Donald G. Chatman
Mediator/Arbitrator

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AUG 21 1986 ASSOCIATION EXHIBIT 3a

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: Neillsville School District
CASE 5 No. 35482 MED/ARB-3430

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.

10/24/85
(Date)

Mary Virginia Quarles
(Representative)

On Behalf of: Neillsville Education Association

NEILLSVILLE EDUCATION ASSOCIATION

FINAL OFFER

October 23, 1985

1. All items of 1984-85 contract except for the stipulations and:

2. 13.5 - Teacher Load

The normal daily teaching load for grades 6-12 shall consist of up to

(a) six (6) periods of instructional work;

(b) one (1) period of study hall, middle school homeroom, or non-instructional responsibilities; and

(c) one (1) prep period.

(Librarians, guidance counselors, and special service teachers are not covered by this provision.)

Teachers with more than six (6) instructional hours, shall receive \$500/semester. This provision shall be implemented with the 1986 contract year. Should the Board switch to a seven (7) period day this provision shall be dropped from the contract.

3. 18.1 - Duration

The provisions of this Agreement shall be effective as of July 1, 1985, and shall remain binding through June 30, 1987, except for reopeners for 1986-87:

Salary schedule (Appendix A), calendar (Appendix E), and one (1) language item from each party.

4. Appendix A - (Attached).

APPENDIX "A"

SALARY SCHEDULE 1985-1986

SCHOOL DISTRICT OF NEILLSVILLE

	<u>B.A.</u>	<u>+8</u>	<u>+16</u>	<u>+24</u>	<u>M.A.</u>	<u>+8</u>	<u>+16</u>	<u>+24</u>
	588	621	621	621	637	653	653	653
0	14,917	15,305	15,693	16,081	16,469	16,857	17,245	17,633
1	15,505	15,926	16,314	16,702	17,106	17,510	17,898	18,286
2	16,093	16,547	16,935	17,323	17,743	18,163	18,551	18,939
3	16,681	17,168	17,556	17,944	18,380	18,816	19,204	19,592
4	17,269	17,789	18,177	18,565	19,017	19,469	19,857	20,245
5	17,857	18,410	18,798	19,186	19,654	20,122	20,510	20,898
6	18,445	19,031	19,419	19,807	20,291	20,775	21,163	21,552
7	19,033	19,652	20,040	20,428	20,928	21,428	21,816	22,204
8	19,621	20,273	20,661	21,049	21,565	22,031	22,469	22,857
9	20,209	20,894	21,282	21,670	22,202	22,734	23,122	23,510
10	20,797	21,515	21,903	22,291	22,839	23,387	23,775	24,163
11	21,385	22,136	22,524	22,912	23,476	24,040	24,428	24,816
12	21,973	22,757	23,145	23,533	24,113	24,693	25,081	25,469
13	22,561	23,378	23,766	24,154	24,750	25,346	25,734	26,122
14	23,149	23,999	24,387	24,775	25,387	25,999	26,387	26,775
15	23,737	24,620	25,008	25,396	26,024	26,652	27,040	27,428

AUG 21 1986

Name of Case: Neillsville School District
Case 5, No. 35482 MED/ARB - 3430

**WISCONSIN EMPLOYMENT
RELATIONS COMMISSION**

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Oct 30 1985
(Date)

Karl L. Moman
(Representative)

On behalf of: Neillsville School District

School Board, School District of Neillsville

October 23, 1985

Final Offer

- 1. All items of 1984-85' contract except for the stipulations and:
- 2. 13.5-Teacher Load - The normal daily teaching load for grades 6-12 shall consist of up to:
 - (a) six (6) periods of instructional work;
 - (b) one (1) period of study hall, middle school homeroom, or non-instructional responsibilities; and,
 - (c) one (1) prep period.
 (Librarians, guidance counselors and special service teachers are not covered by this provision.)
 Teachers with more than six instructional hours, shall receive \$500/semester. This provision shall be implemented with the 1986-87 contract year. Should the Board switch to a seven (7) period day, this provision shall be dropped from the contract.
- 3. 18.1-Duration - The provisions of this agreement shall be effective as of July 1, 1985, and shall remain binding through June 30, 1987, except for reopeners for 1986-87: salary schedule (Appendix A), calendar (Appendix E), and one language item from each party.
- 4. Appendix A - (attached)

M. J. ...
10/23/85

Appendix "A"

Salary Schedule 1985-86

School District of Neillsville

	BA	+8	+16	+24	MA	+8	+16	+24
BASE	15300	15675	16050	16425	16800	16870	17245	17620
	INC							
STEP	545	575	575	575	590	605	605	605
1	15300	15675	16050	16425	16800	16870	17245	17620
2	15845	16250	16625	17000	17390	17475	17850	18225
3	16390	16825	17200	17575	17980	18080	18455	18830
4	16935	17400	17775	18150	18570	18685	19060	19435
5	17480	17975	18350	18725	19160	19290	19665	20040
6	18025	18550	18925	19300	19750	19895	20270	20645
7	18570	19125	19500	19875	20340	20500	20875	21250
8	19115	19700	20075	20450	20930	21105	21480	21855
9	19660	20275	20650	21025	21520	21710	22085	22460
10	20205	20850	21225	21600	22110	22315	22690	23065
11	20750	21425	21800	22175	22700	22920	23295	23670
12	21295	22000	22375	22750	23290	23525	23900	24275
13	21840	22575	22950	23325	23880	24130	24505	24880
14	22385	23150	23525	23900	24470	24735	25110	25485
15	22930	23725	24100	24475	25060	25340	25715	26090

STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1	4							
2	1							
3	3	2						
4	2	1						

10/25/85
11/11/85