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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JUN 16 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

LAKE GENEVA EDUCATION ASSOCIATION

To Initiate Mediation-Arbitration
Between Said Petitioner and

Case 8
No. 35672
MED/ARB-3499
Decision No. 23110-A

LAKE GENEVA JOINT SCHOOL DISTRICT

APPEARANCES:

Michael L. Roshar, Mulcahy & Wherry, S.C., on behalf of the District

Esther Thronson, Southern Lakes United Educators, on behalf of the
Association

On January 2, 1986 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 above named parties. Pursuant to statutory responsibilities the undersigned conducted a mediation session with the parties on March 18, 1986 which did not result in resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on the same date for final and binding determination. Post hearing exhibits and briefs were filed by the parties which were exchanged by April 24, 1986. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.70(4)(cm) Wis. Stats, the undersigned renders the following arbitration award

ISSUES.

There are three (3) issues to be resolved in this proceeding.

1. The appropriate comparable districts to be utilized.
2. The appropriate salary schedule for the 1985-1986 school year
3. Whether the parties' agreement should include a fair share provision.

On the salary schedule the Board proposes increasing the BA base by \$1,075. It also proposes adding one step at the maximum of each lane of the salary schedule.

The Association proposes increasing each cell of the 1984-1985 salary schedule by 6.75%.

A comparison of the impact of the parties' salary offers indicates the following:

	Board	Association
Wage Increase	7.02%	8.26%
Average Wage Increase	\$1,659	\$1,952
Total Comp. Increase	6.65%	7.81%
Average Total Comp. Increase	\$2,024	\$2,378

The Association also proposes incorporating a fair share provision into the parties' Agreement.

COMPARABILITY.

Board Position.

The parties' final offers should be analyzed with reference to a comparable pool comprised of three levels:

1. The four elementary schools which feed into Badger UHS.
2. The Union High School District that the District feeds into.
3. Those elementary schools that feed into the high school districts surrounding Badger UHS, i.e., the Salem, Wilmot and Walworth (Big Foot) union high school districts.

This comparable pool is supported by the great weight of the most recent arbitral authority.¹

An increasing number of arbitrators have determined that various levels of comparability apply to elementary and union high school districts.² In part, these arbitrators have chosen to place primary comparable emphasis upon districts with the same board jurisdiction.³

Furthermore, feeder schools have historically been utilized as primary comparables by arbitrators in med/arb proceedings involving K-8 school districts in the Southern Lakes area.⁴ Emphasis upon the elementary schools feeding into the same high school district and the high school district itself is especially appropriate since the same group of taxpayers underwrites the cost of education in that area and the same group of children make use of the educational resources in the area.

The Board's proposed comparables are also geographically proximate and have similar statistical data supportive of comparability.

Association Position:

The Association proposes as comparables districts in CESA 2 and the following sub groups: Southern Lakes Athletic Conference, Walworth County School Districts, Walworth County K-8 districts, K-8 Athletic Conference schools, and Badger High School (Lake Geneva-Genoa UHS) and its K-8 feeder school districts.

In view of the fact that both parties exceed the primary and secondary tiers of the Board's proposed comparable pool anywhere from \$201 to \$715 it becomes clear that neither party intended the District to be compared to these groups. Furthermore, in view of the size of the District and its per pupil operating costs, the Board's argument that Badger High School and its feeders and a select group of K-8s is the most comparable group is simply not supported by the facts.

SALARY SCHEDULE:

¹Citations omitted.

²Ibid.

³Ibid

⁴Ibid

Board Position:

The Board's salary offer is more reasonable when compared to the wages only and total compensation increases which have been granted in comparable districts. In fact, the Board's salary offer generates both wages only and total compensation increases that exceed the increases granted in comparable districts. Since the Association has not justified its demand for an increase that significantly exceeds the increases received in comparable districts, the Board's salary offer should be deemed the more reasonable of the two.

A comparison to teacher salaries in comparable districts also supports the reasonableness of the Board's salary offer.

The Board's salary offer maintains or improves the historical ranking of the District's teachers among comparable districts at the majority of the positions surveyed. Furthermore, that comparative ranking is very competitive among comparable districts. In fact, the District has historically paid its teachers at a rate which clearly exceeds the average salaries paid to teachers in the comparable pool. This favorable position continues under the Board's final offer when compared to average salaries for settled comparable districts. The Board's offer also significantly improves the District's position at the BA Maximum where the District has historically ranked lower than it has at all other salary benchmark positions.

Relatedly, it is noteworthy that the Association's use of weighted averages among its proposed comparables presents a distorted analysis of the settlement pattern by placing undue weight on settlements in larger school districts. The Association has also distorted the settlement pattern by discarding settlement data for small districts.

One important difference between the parties' salary offers concerns the placement of new dollars on the salary schedule. The impact of the Board's offer is to place more dollars at the maximum or top steps of the schedule. The Association's offer on the other hand places more dollars at the beginning or base steps of the schedule. In addition, the Association's proposal changes the amount of the lane and step increments in the schedule. However, salary improvement is not needed at the base steps of the schedule since the District's minimum salaries already exceed the average minimum salaries in the comparable pool.

The Board's proposal responds to the District's need to improve maximum salaries in order to compensate the District's more senior teachers who do not receive the benefit of step increments.

In effect, under the Board's proposal, all teachers in the District would receive approximately the same increase.

Most importantly, the Board's proposal would correct inequities in the District's maximum salaries which are apparent when they are compared to salary maximums in the comparable pool. Conversely, the Association's proposal does not address this problem. Instead, it places more money at the base salaries where that additional money is not needed.

The Board's salary offer will also guarantee that the District's teachers will receive salary and fringe benefit increases that exceed increases in the cost of living. On the other hand the Association's salary offer is more than double the rate of inflation for the relevant period of time.

It is also relevant to the reasonableness of the Board's proposal that the District provides equal or better benefits to its teachers than comparable districts.

Lastly, settlements with other employee groups in the District, as well as municipal and private sector settlements in the area also support the reasonableness of the Board's offer.

Association Position

The Board's attempt to change the structure of the salary schedule without demonstrating a need to do so is reason enough to reject its proposal in this regard.

Furthermore, in all groups except Badger Union High School and its feeders, the benchmark rankings and average of benchmark increases in dollars favors the Association's final offer.

Using non-weighted data, the Association is closer to comparable averages at 13 measurements while the Board is closer to the average at 11 measurements. Utilizing weighted data for all comparable schools reveals that for all groups except Badger UHS and its feeders, the Association proposal is closer to the average increases in salary and package in terms of both dollars and percentages. When schools of 10 or less teachers are deleted, the Association offer is again the more comparable of the two.

It should be noted that when comparing the total package increase for the entire comparable pool of the Board, the Association's proposal is \$152 above the average and the Board's is \$202 below the average.

It is also significant that the Association's proposal maintains the salary schedule structure in that no lane or step change is made, and the increments are increased to maintain the ratio of 1.822 between entry level salary and maximum salary, which is the status quo.

In response to the Board's cost of living arguments, arbitrators have long held that the pattern of settlements is the most appropriate indicator of cost of living.

FAIR SHARE:

District Position:

The Association's fair share proposal is unnecessary since 92.65% of the teacher bargaining unit is currently paying dues to the Association through payroll deductions. Thus, there exists no compelling need for adoption of the fair share proposal. In this regard, absent any showing that a compelling need exists, arbitrators have been reluctant to award a change or to disturb the status quo. Under this theory, the Board's position, which maintains the status quo, is more reasonable.

Association Position:

On this issue the Association's offer is clearly more comparable than the Board's position.

Furthermore, it is only fair that those who reap the benefits of representation must be expected to bear the costs of such representation.

DISCUSSION:

On the comparability issue the undersigned is of the opinion that the most appropriate group of comparables to utilize in this proceeding is a mix of UHS, K-8, and K-12 districts in the same geographic area as the District which are also relatively similar in size to the District and which have settled 1985-1986 collective bargaining agreements. Based upon the foregoing criteria, the undersigned has selected the following districts as appropriate comparables to utilize in this proceeding. Central/Westosha UHS (Salem),

East Troy Elkhorn Lake Geneva-Genoa UHS. Warworn UHS. Waterford J.I.V. Waterford UHS. Union Grove JI. and Union Grove UHS.

Based upon a review of the settlements in these districts, the undersigned is persuaded that the Association's salary schedule is closer to the settlement pattern among comparable districts in the area than is the District's proposal. In this regard the record evidence indicates the following:

Average \$/teacher increase among comparables	\$1836
Average%/teacher increase among comparables	8.01
Average \$ value of package increase/teacher	\$2527
Average % value of package increase/teacher	8.22

Considering all of the foregoing criteria and most particularly the total package criteria, the Association's salary proposal is more in line with comparable settlements than is the case under the District's proposal.

With respect to benchmark comparisons, although the Board's proposal attempts to address what the Board perceives to be a problem at the top of the schedule, the record indicates that although the District's salaries at that end of the schedule are relatively low when viewed in the context of the District's comparables, under both parties' proposals, which are not all that different at the lane maximums, the District's maximums would not be out of line, particularly in the context of maximum salaries in comparable districts. Furthermore, under both proposals, based upon available record evidence, the District's ranking among comparables at lane maximums would be the same, i.e., at the B.A. Max, the District would rank 7th out of 8 districts, and at the M.A. Max, it would rank 5th out of eight. Furthermore, it is noteworthy that under the Association's proposal the District would be less than \$300 below the comparable average at the BA Max and only about \$300 below the comparable average at the MA Max. Thus, in the undersigned's opinion, no strongly persuasive case has been made for the need to adopt the District's salary proposal in order to address a significant inequity in the structure of the schedule at the lane maximums.

In view of the overall comparability of the Association's salary proposal and the lack of demonstrated necessity to change the structure of the schedule in accord with the board's proposal, the undersigned deems the Association's salary proposal to be the more reasonable of the two proposals at issue herein, in spite of the fact that the reasonableness of the Board's proposal is

supported by other statutory criteria such as cost of living increases, and other employee group settlements in the District, in other public sector settings in the area, and in the private sector. While all of the latter criteria support the Board's salary offer, where as here, a clear and well established settlement pattern exists between teachers associations and comparable school districts in the area, that pattern must be given primary consideration in determining the relative reasonableness of the parties' positions in proceedings such as this

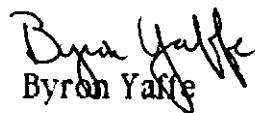
With respect to the fair share issue, again in view of a clear settlement pattern supporting the Association's position, and furthermore, in view of the fact that no persuasive reason has been presented which justifies why the District should be exempt from that pattern, the undersigned deems the Association's position on this issue to be more reasonable than the District's.

Based upon all of the foregoing considerations, the undersigned considers the Association's total final offer to be more reasonable than the Board's, and based upon said conclusion, the undersigned hereby renders the following:

ARBITRATION AWARD

The Association's final offer shall be incorporated into the parties' 1985-1986 collective bargaining agreement

Dated this 6th day of June, 1986 at Madison, Wisconsin.


Byron Yaffe
Arbitrator