

AUG 29 1986

BEFORE THE MEDIATOR-ARBITRATOR

<p>In the Matter of the Petition of</p> <p>CLINTON EDUCATION ASSOCIATION to initiate Mediation-Arbitration between said Petitioner and</p> <p>CLINTON COMMUNITY SCHOOL DISTRICT</p>	<p>WISCONSIN EMPLOYMENT RELATIONS COMMISSION</p> <p>Case 14, No. 35882 Med/Arb-3587 Decision No. 23147-A</p> <p>Mediator-Arbitrator Stanley H. Michelstetter II</p>
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Appearances:

Lysabeth N. Wilson, UniServe Director, appearing on behalf of the Association.

Shannon E. Bradbury, 1/ Staff Counsel, appearing on behalf of the Employer.

MEDIATION-ARBITRATION AWARD

Clinton Education Association, herein referred to as the "Association," having petitioned the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration pursuant to Section 111.70 (4)(cm), Wis. Stats. 2/ between it and the Clinton Community School District, herein referred to as the "Employer," and the Commission having appointed the Undersigned as Mediator-Arbitrator on January 16, 1986; and the Undersigned having conducted Mediation on March 19, 1986, which was unsuccessful; and the parties having waived hearing in the matter and having submitted stipulated exhibits, and briefs, the last of which was received June 18, 1986.

ISSUES

The sole issue in this case is the appropriate salary schedule for the period July 1, 1985 to June 30, 1986. This case arises under a reopener provision in the parties July 1, 1984 to June 30, 1986, collective bargaining agreement. The 1984-85 salary schedule of the parties is attached hereto and marked appendix A. The Employer proposes to adjust the base to \$15,580 and each cell by 6.5%. The parties agreed that the Employer's salary increase represents 8.01%. The Employer alleges that its total package increase is 8.28%. The Association increases the BA Base to \$15,701 and increase each cell of the new schedule by 7.3%. The parties agree that the Association's offer is a salary increase of 8.86%. The Employer costs the total package of the Association at 9.06%. The Association costs the total package of the parties at 8.07% of the Employer and 8.86% of the Association. The final offer of the Employer is attached hereto and marked Appendix B and the final offer of the Association is attached hereto and Marked Appendix C.

POSITIONS OF THE PARTIES

The Association takes the position that its proposed general increase should be adopted namely on the basis that it is more comparable to other similar units among comparable Employers. In its view, prior arbitration awards between the parties properly established the appropriate comparison group for Clinton as the Rock Valley Conference, excluding Walworth Union High School. These school districts are Brodhead, Edgerton, Evansville, Orfordville (Parkview), and Beloit-Turner. However, only one school district in that comparability group, Evansville, has been settled (in arbitration). In its view the Arbitrator should use an enhanced comparability group of those schools in old CESA 17 which have settled. These school districts are Beloit, Evansville, Janesville, Jefferson, Lake Mills and Milton. It then uses comparisons to the schedule adjustments made in these

1/ During the course of the proceeding the name of the representative of the Employer, "Bradbury," was misspelled; however the matter has since been appropriately corrected.

2/ Section 111.70 (4)(cm), has since been amended; however those amendments are not effective for this dispute.

school districts to show that "at all benchmarks except one, the Clinton Teachers are below the median and average salaries of other selected schools and that the Employer's offer would drop the benchmark further below the median and average salary established for 1984-85 in this group. It denies that Clinton can legitimately claim difficulty in paying. It relies upon the rationale of Arbitrator Yaffe in Fall Creek (decision No. 21997-A) in which he required a showing of 1. Harmful reduction of services 2. That the Employer would be required to engage in detrimental long term deficit financing or 3. The settlement would require levels of taxation beyond that which have proved politically unacceptable by experience in comparable districts. It argues that the tax level of Clinton has been the lowest of the fourteen comparable districts for the last three years. Clinton has the second highest equalized value per member. Finally, it notes Clinton has the fourth highest median family income and is nine out of fourteen of the number of families below poverty level. Finally, it denies farmers in Clinton are worse off than farmers in districts which have settled much as the Association has proposed. It takes the view, that the cost of living criterion should be weighted by the settlements.

The Employer takes the position that its offer satisfies all the applicable criteria. It primarily argues that local economic conditions require that its offer be adopted. It argues that this Rock County community is heavily dependent on agriculture and manufacturing in Janesville and Beloit. It argues that tax delinquencies in Rock County have risen 99.3% since 1981 to 5,585,860 (the fourth highest in the state). It also argues that 9.6% of Rock County's population was unemployed in February, 1986, compared to state wide 8.8%, Jefferson (9.8%), Green (7.8%), and Walworth (7.3%). In this respect Rock County's unemployment rose 2.2% of full from February, 1985. It also relies on comparison to the nonmetropolitan consumer price index which rose 1.1% in the year of February, 1986. It also emphasizes its position that the crisis in farming does not justify tax increase. It notes that land values are declining, delinquencies are up, and virtually all farmers are suffering loss of income. The Employer relies on the Rock Valley Athletic Conference for comparison, excluding Walworth Union High School on the basis that this comparability group is a comparison group well established and accepted by the parties. It argues that since one district in the conference is settled (by arbitration), Evansville, that the arbitrator should rely on the result in Evansville and the noncomparison factors. It concludes that the other communities lack complete comparability and should therefore be disregarded. It notes that its offer compares as to the benchmarks and total package more favorably with the Evansville settlement than the Association's.

DISCUSSION

It is the responsibility of the Mediator-Arbitrator to apply the statutory criteria to select, without modification of any kind, the final offer which most nearly meets the statutory criteria. The statutory criteria in effect for this dispute are the following: (Section 111.70) (4)(cm):

"7. Factors considered. In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawfull authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other

employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

e. The average consumer prices for goods and services, commonly known as the cost-of-living.

f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

While the statutes specifies the factors to be applied it does not specify the weight to be attached to any particular factor in a specific dispute. That matter is left to the mediator-arbitrator.

Consumer Price Index

The nonmetropolitan urban area wage earner and clerical workers consumer price index changed 2.7% from June, 1984, to June 1985. The Association has the lower costing per total package of the two offers. The Association cost the Employer's total package at 8.07% and the Association's at 8.86%. This factor favors the Employer's position.

Interests of the Public

The evidence offered by the Employer indicates that Rock County like other places nationally is suffering from the national farm crisis. It further alleges that Rock County is facing a substantial problem with unemployment. The following is the data presented by the employer:

Location	1985	Dec., 1985	Jan. Feb., 1986
Janesville-Beloit	6.9%	7.7%	9.5%
Green County	4.8%	5.1%	7.9%
Jefferson	8.0%	8.8%	9.6%
Walworth	5.5%	6.1%	7.9%
Wisconsin Average	7.0%	7.5%	8.7%

It is clear that the Janesville-Beloit area shares a problem similar to that of Jefferson County with respect to unemployment. It is unclear whether the relevant parts of Green and Walworth have less of a problem with unemployment or merely have a larger percentage of their populus engaged in farming. However, it is clear that the area does have a problem with unemployment. It does not appear that Clinton is affected any worse than any of the other areas in Rock County and the reasoning of the Employer would suggest that Beloit-Janesville is much more affected by unemployment. Similarly, it is apparent that Green County is experiencing a more severe problem proportionately than Rock County with respect to tax delinquencies and Jefferson appears to have recently reached the same level. It is apparent that Walworth County is not experiencing anywhere near the problem that the other three are experiencing with respect to tax delinquencies.

It is important to note that among the Rock Valley Athletic Conference Group which the parties have agreed is comparable, Clinton has the lowest cost per member and the highest property value per member. It has the second highest per capita income. It is unlikely in this case that the adoption of either offer

would cause the detrimental elimination of vital programs, result in a tax level which is politically unacceptable as measured by levels in comparable communities or result in detrimental long term borrowing. I would also note that Clinton has the lowest tax rates of any district in the conference. Ordinarily, this factor would be given weight in accordance with the comparability factor. However, there is only one settlement in the admitted comparability group. In order to give weight to this factor, I have looked at settlements of the other school districts in Rock County because, although they are dissimilar, they are evidence of settlements other people would reach under the same economic circumstances.

Wage Comparisons

Both parties agree that the correct comparability groups for wage comparison to similar employees among similar employers is the Rock Valley Athletic Conference excluding Walworth Union High School. The schools included in the Rock Valley Athletic Conference are: Brodhead, Clinton, Edgerton, Evansville, Orfordville-Park View, and Beloit-Turner. Only one contract of the comparable units has been resolved for 1985-86 (Evansville in arbitration). The Association has proposed expanding the comparability list to include schools in the old CESA 17 which have settled while the Employer asserts that the other factors other than comparability should be given determinative weight and alternatively, the Evansville settlement should be the only comparable used.

Both parties seek to establish the appropriate general increase and neither is taking the position that there ought to be a fundamental adjustment in the relative relationship between Clinton and the other schools in the accepted comparability group. This comparison is as follows:

1984-85

Sch Dist	BA	BA +7	BA Max	MA	MA +10	MA Max	Max Sch
Brodhead	\$14,275	17,701	19,985	16,075	21,535	25,175	25,475
Edgerton ^{3/}	14,328	18,197	19,916	16,947	22,305	24,873	26,472
Evansville	14,350	18,226	19,660	15,310	22,086	26,296	27,665
Orfordville (Parkview)	13,850	17,313	18,559	15,038	21,504	24,813	26,327
Beloit- Turner	14,600	17,777	29,087	16,177	22,303	25,661	27,559
Average w/o Clinton	14,263	17,843	19,821	15,728	21,947	25,363	27,000

As stated before, only one school district in the comparable group has been resolved, Evansville. The arbitrated award there granted a 6.6% wage increase. The Employer's wage increase compares more favorably to this than the Association's. However, this data is insufficient to be given great weight. Were this the only data of comparisons available, comparability should be given less weight. However, the Association offered comparison to a number of school districts in old CESA 17. While these districts do not share a community of interest with respect to their individual ability to pay, they do share much of the same common economic difficulties occurring in this area. The school districts are City of Beloit, Evansville, Janesville, Jefferson, Lake Mills, and Milton. The average benchmark analysis for this group yields the following:

Benchmark	Average	Employer	Association
BA	8.4	6.5	7.33
BA +7	7.8	6.5	7.33
BA MAX	6.6	6.5	7.33
MA	8.15	6.5	7.33
MA +10	7.4	6.5	7.33
MA MAX	6.5	6.5	7.33
SCH MAX	6.4	6.5	7.33

^{3/} Includes economic adjustments appropriate reading across in Edgerton

This data favors the Association's position slightly, but when distribution is taken into account, (a majority of the unit is in the area affected by the MA MAX), it favors the Association more heavily. However, when wage increase comparisons are used, this data favors the Employer heavily.

Community	Increase
Beloit	8.19
Evansville	6.6
Janesville	7.72
Jefferson	9.0
Lake Mills	7.66
Average	7.99

(this data is wage increase only, the same result would apply with total package.) This later data was also supplied by the Association. I view the data as substantially conflicting. It appears that the reason the conflict occurs is with the Jefferson settlement. The Jefferson settlement has the following increases at the benchmarks:

BA	14.1
BA +7	14.2
BA MAX	6.5
MA MIN	12.9
MA +10	13.6
MA MAX	7.5
SCH MAX	7.7

average at the benchmarks 10.93%. The data offered by the Association shows that the wage increase at Jefferson is 9%. It appears that this could only occur with a very unusual distribution of employees at Jefferson or some variance in the implementation of the schedule. Accordingly, I have chosen to rely upon the wage increase data supplied by the Association in percentage terms and this data favors the Employer.

SUMMARY

All the factors in this case favor the position of the Employer. Accordingly, the offer of the Employer is adopted as being most in line with the above criteria.

AWARD

That the final offer of the Employer be, and the same, hereby is adopted.

Dated at Milwaukee, Wisconsin this 5th day of August, 1986.


 Stanley H. Michelstetter II
 Mediator-Arbitrator

1984 - 1985 SALARY SCHEDULE

Clinton Community School District

Appendix A

YRS.	B.A.	BA + 6	BA + 12	BA + 18	BA + 24	BA + 36 OR M.A.	MA + 10	MA + 20	MA + 30
0	14629	14921	15213	15506	15798	16090	16382	16674	16967
1	15068	15369	15670	15971	16272	16572	16874	17175	17476
2	15507	15817	16126	16436	16746	17056	17365	17675	17984
3	16092	16413	16735	17056	17378	17699	18021	18341	18663
4	16678	17010	17344	17676	18010	18343	18676	19009	19342
5	17262	17607	17952	18297	18641	18986	19331	19676	20020
6	17994	18353	18712	19072	19432	19791	20150	20510	20869
7	18725	19099	19473	19847	20221	20595	20969	21343	21717
8	19457	19846	20234	20623	21012	21400	21788	22177	22566
9	20043	20442	20843	21243	21644	22043	22444	22844	23245
10	20627	21039	21451	21864	22275	22687	23099	23512	23923
11	21211	21636	22060	22483	22907	23331	23755	24178	24602
12	21795	22219	22668	23104	23539	23975	24409	24845	25281
13	22379	22803	23227	23724	24171	24618	25065	25512	25960
14	22963	23387	23811	24235	24645	25101	25557	26013	26469

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Board exhibit No. 14

6.5% CELL INCREASE

Appendix B

SALARY SCHEDULE

CALC.	0	6	12	18	24	36	+10	+20	+30
0	15580	15891	16202	16514	16825	17136	17447	17757	18070
1	16047	16368	16689	17009	17330	17659	17971	18291	18612
2	16515	16845	17174	17504	17834	18165	18494	18824	19153
3	17138	17480	17823	18165	18508	18849	19192	19533	19876
4	17762	18116	18471	18825	19181	19535	19890	20242	20599
5	18772	18751	19119	19486	19853	20220	20588	20955	21321
6	19164	19546	19928	20312	20695	21077	21460	21843	22225
7	19942	20340	20739	21137	21535	21934	22332	22730	23129
8	20722	21136	21549	21963	22378	22791	23204	23619	24033
9	21346	21771	22198	22624	23051	23476	23903	24329	24756
10	21968	22407	22845	23285	23723	24162	24600	25040	25478
11	0	23042	23494	23944	24396	24848	25299	25750	26201
12	0	0	24141	24606	25069	25533	25996	26460	26924
13	0	0	0	25266	25742	26218	26694	27170	27647
14	0	0	0	0	26247	26733	27218	27704	28189

SALARY SCHEDULE

0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
33030	17162	17174	0	0	36671	0	0	0	0
34276	17797	0	0	0	0	0	0	0	0
0	18116	0	0	19181	19535	0	0	0	0
0	0	0	0	29779	36670	0	0	0	0
0	39092	19928	0	41390	0	0	21843	0	0
0	0	0	0	0	0	22332	0	0	0
0	0	0	21963	0	0	0	0	0	0
0	0	22198	0	0	23476	0	0	0	0
0	22725	22845	0	0	48666	0	0	0	0
0	23042	0	24183	0	0	0	0	0	0
0	0	72424	0	0	25533	0	0	0	0
0	0	0	227395	0	26218	0	0	0	0
0	0	0	0	288716	213861	108873	83112	84568	0
67306	137935	154570	273541	379066	430631	131205	104955	84568	1763774

Ralph Kilmore
12-17-85

Appendix C

CREDITS>	BA	BA+6	BA+12	BA+18	BA+24	BA+36/MA	MA+10	MA+20	MA+30
1	15701	16015	16328	16643	16956	17269	17583	17896	18211
2	16172	16496	16819	17142	17465	17787	18111	18434	18757
3	16644	16976	17308	17641	17973	18306	18638	18971	19302
4	17272	17616	17962	18306	18652	18996	19342	19685	20031
Y	5	17900	18257	18615	18972	19330	19688	20045	20402
E	6	18527	18898	19268	19638	20007	20378	20748	21118
A	7	19313	19698	20084	20470	20856	21242	21627	22013
R	8	20098	20499	20900	21302	21703	22105	22506	22907
S	9	20883	21301	21717	22135	22552	22969	23385	23803
	10	21512	21940	22371	22800	23231	23659	24089	24518
	11	22139	22581	23023	23467	23908	24350	24792	25235
	12		23222	23677	24131	24586	25041	25496	25950
	13			24330	24798	25264	25732	26198	26666
	14				25463	25943	26422	26902	27382
	15					26451	26941	27430	27920

PERCENT 1.0733

CREDITS>	BA	BA+6	BA+12	BA+18	BA+24	BA+36/MA	MA+10	MA+20	MA+30
1	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0
3	33288	8488	17308	0	0	27459	0	0	0
4	34544	17616	0	0	0	9498	0	0	0
Y	5	0	27386	0	0	19330	19688	0	0
E	6	0	0	0	0	30011	30159	0	0
A	7	0	39396	20084	0	41712	6797	0	22013
R	8	0	0	0	0	0	0	22506	0
S	9	0	0	0	22135	0	0	0	0
	10	0	0	22371	0	0	23659	0	0
	11	0	11291	23023	0	0	36525	0	0
	12	-----	34833	0	15444	0	12521	0	0
	13	-----	-----	72990	8927	0	25732	0	0
	14	-----	-----	-----	229147	0	26422	0	0
	15	-----	-----	-----	-----	290961	215528	109720	83760
		67832	139010	155776	273673	382014	433988	132226	105773

TOTAL 1784648
 \$ INC 145180
 % INC 8.855312
 DOLLARS PER RETURNING TEACHER 1954

Lynn Wilson
 12/17/85