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STATE OF WISCONSIN WISCONSIN EMPLOYMENT
BEFORE THE ARBITRATOR RELATIONS COMMISSION

In the Matter of the Petition of

STANLEY-BOYD AREA
SCHOOL DISTRICT

To Initiate Mediation-Arbitration
Between Said Petitioner and

Case 31
No 35647
MED/ARB-3490
Decision No. 23148-A

STANLEY-BOYD
EDUCATION ASSOCIATION

APPEARANCES

Kenneth Cole, Wisconsin Association of School Boards, Inc., on behalf of the District

Mary Virginia Quarles, Central Wisconsin UniServ Council-West, on behalf of the Association

On February 4, 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 on May 6, 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 June 6, 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:

The primary issue in dispute is the salary schedule for the 1985-86 school year. The difference between the parties on this issue is reflected in the base as well as the structure of the schedule.

The parties are also in disagreement over the extra curricular schedule. In this regard the Association proposes basing said schedule on last year's base, while the Board proposes basing it upon a \$14,000 base.

The Board proposal amounts to approximately a 7.6% total compensation increase that includes approximately a 7.8% salary increase, while the Association's proposal constitutes a total increase of 9.4% with a salary increase of about 9.5%. The Board's proposal would amount to a salary only increase of about \$1590 per teacher, while the Association's would amount to about \$1980 per teacher. On a total package basis, the Board's proposal would result in an increase of approximately \$2020 per teacher, while the Association's proposal would result in an increase of approximately \$2500 per teacher.

The parties are also disagree about what comparables should be utilized in this proceeding.

BOARD POSITION:

On the comparability issue, the Auburndale settlement should be utilized in this proceeding. However, since only four or five potential comparables exist at this time, comparability becomes a somewhat tenuous criterion to rely upon. This conclusion is also supported by the fact that the Fall Creek settlement is part of a three year agreement. In addition, the Owen-Withee settlement includes a restructured schedule which makes comparisons difficult at best. Finally, with respect to the Altoona and Fall Creek settlements, because said districts are proximate to the Eau Claire-Chippewa Falls urban area, comparisons with these districts is inappropriate.¹

With respect to the salary issue, neither local economic conditions nor comparable wage settlements can justify increases that approximate 10%.

In fact, the Board's proposal compares very favorably with the districts in the Athletic Conference that have already reached agreement for 1985-86. In addition, and relatedly, the District's salaries compare favorably with the salaries in comparable districts in the Conference.

The Association's reliance on statewide comparability data is both incomplete and irrelevant and should not be given any weight herein.

Both CPI data and the state of the local agricultural economy also support the reasonableness of the Board's position. Furthermore, the Governor's efforts to encourage districts to cut costs and to keep tax increases to a minimum also supports the Board's position herein.

ASSOCIATION POSITION:

The settled districts in the Cloverbelt Athletic Conference (with one exception) constitute the appropriate comparability group to utilize in this proceeding. Auburndale should not be included in this year's comparables because its settlement differs so markedly from the other settlements in the Conference. Such a position has well established arbitral precedent.²

On the salary schedule issue the Association's proposed salary schedule is more comparable than the schedule proposed by the Board, whether one compares traditional salary benchmarks or dollar and/or percentage increases.

Furthermore, it is significant to note that the Board's proposal primarily rewards non existent teachers. Even though the Board's proposal exceeds the Association's on approximately 40% of the schedule, only four members in the unit would be beneficially affected by said proposal. The Board should not be rewarded for such chicanery.

It is also noteworthy that the District's teachers' average salary is 17% below the State average. The Board's offer would increase the gap to 18% while under the Association's proposal, the gap would be reduced to 16%.

¹ Citations omitted.

² Citations omitted.

Relatedly, the record indicates that the District spends about 6% less per child than the State average. Basically, there is no economic argument which can support such a low effort by the District.

The Association's offer also closely follows the State pattern of settlements.

On the extra curricular schedule issue, it is noteworthy that said schedule has been based on the previous year's base salary since the 1981-82 Contract. Now the Board proposes to establish an arbitrary base (\$14,000) for this purpose without providing any basis for this change in the status quo. In this regard it has not been demonstrated that continuation of the status quo would result in extra curricular salaries which are out of line in any way.

Relatedly, it should be noted that extra curricular salaries constitute a major benefit for 38% of the bargaining unit, and therefore, their importance should not be underestimated.

In response to the Board's cost of living arguments, it is well established that the best gauge of cost of living increases is the level of increases that have been implemented in comparable districts.³ The District's emphasis on CPI should therefore be given no weight.

The Association's offer is also needed to meet the interests of the public in attracting new teachers to the District. Relatedly, the District has made no argument indicating an inability to pay for either of the party's offers in this proceeding. In fact, there is no evidence in the record proving that the Association's offer is detrimental to the interest and welfare of the public. While economic data has presented on a national, state, and county basis, the relationship between this data and the District has not been shown. Without tying such data to the District's ability to pay, it should not be given weight in this proceeding. Furthermore, any Board arguments pertaining to the local economy are offset by the Owen-Withee voluntary settlement which occurred in an economic environment which may be slightly worse than the District's.

DISCUSSION:

While comparability considerations are normally determinative of the outcome of proceedings such as this, in this instance the relative comparability of the parties' offers cannot be clearly established. This is so for several reasons. In the first place, seven districts in the District's Athletic Conference remain unsettled for 1985-86 at this time. Of those district which have settled, at least one, Altoona, because of its proximity to the Eau Claire metropolitan area, is distinguishable from the District because of its relatively urban setting. Of the remaining settled districts in the Conference, one, Fall Creek, is in the first year of a multi year contract, and in addition, the parties have not provided similar data regarding the value of that District's 1985-86 settlement. Furthermore, the Owen-Withee settlement includes a restructured salary schedule which makes traditional salary benchmark comparisons unreliable. Lastly, the parties have not provided the undersigned with sufficiently consistent and/or reliable data to ascertain the value of that District's settlement for 1985-86. Based upon all of these considerations, though the comparability data contained in the record is

³ Citations omitted.

relevant and worthy of consideration. in the undersigned's opinion it cannot be determinative of the outcome of this dispute.

Based upon the limited reliable data that is available it would appear that at the BA base, neither party's proposal is significantly out of line with comparable settlements. At the BA maximum, though the increase proposed by the Board is relatively low, the actual salary proposed by the Board is more comparable than the Association's proposal. At the MA minimum no significant disparity exists between either party's proposal and the comparables. At the MA maximum the Association's proposed increase is the more comparable of the two. And lastly, at the Schedule maximum the Board's proposal is again more comparable than the Association's.

When average increases are analyzed, though some of the data in the record is neither consistent nor reliable, it would appear that when salary only increases are compared, the Association's proposal is more comparable to two settlements, i.e., Fall Creek and Owen Withee; while the Board's proposal is more comparable with the other two settlements, namely Cadott and Auburndale. The same breakdown occurs when total package increases are compared.

When all of the foregoing comparability factors are considered together it would appear that comparability considerations, even though they are relatively skimpy at this time, do not strongly support either party's position in this proceeding. This conclusion further supports the undersigned's previously expressed opinion that in this case comparability should not be the determining factor.

With the foregoing in mind the undersigned must consider other statutory factors in determining the relative reasonableness of the parties' positions. In this regard the undersigned believes that modest increases in the cost of living, a troubled agricultural economy, and very real political considerations which support the reasonableness of trying to achieve some constraints on the ever increasing costs of public education all support the relative reasonableness of the Board's position herein. In such an economic and political environment a total package increase which will provide the average returning teacher in the District with improved wages and benefits exceeding \$2000, and which amounts to more than a 7.5% average increase, is not unreasonable, particularly where, as here, no clearly established settlement pattern mandates a larger increase, and also where, as here, no persuasive case has been made for the need for catch up in the District in order for it to compete in this regard with comparable districts. Thus, based upon all of these considerations, the undersigned considers the Board's salary proposal to be more reasonable than the Association's.

With respect to the extra curricular salaries issue, neither party has presented a particularly persuasive case justifying selection of either proposal based upon comparability considerations. Since it would appear that at least in the recent past the District has based extra curricular compensation upon the prior year's base salary contained in the District's salary schedule, and since the Board has not demonstrated why said formula should not be continued, the undersigned must conclude that continuation of said formula should be continued. Therefore, it would appear that the Association's proposal on this issue is more reasonable than the Board's.

In view of the the fact that the salary issue is clearly the most important issue in dispute to both of the parties, particularly in terms of its economic

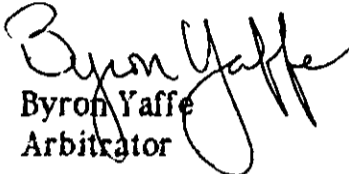
impact, it must be given significantly more weight in the resolution of this dispute than the extra curricular salary issue. Accordingly, since the Board's salary proposal has been found to be the more reasonable of the two at issue herein, the undersigned also deems the Board's total final offer to be more reasonable than the Association's.

Thus, based upon all of the foregoing considerations, the undersigned hereby renders the following:

ARBITRATION AWARD

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

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


Byron Yaffe
Arbitrator