

Association together have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit for the past several years. Most recently, their contract expired on June 30, 1985. In anticipation of the expiration of their agreement, representatives of the Board and the Association exchanged initial proposals for a successor agreement on March 12, 1985. The parties were unsuccessful in their efforts to achieve voluntary settlement regarding the terms of the new 1985-87 contract, and consequently on September 11 the Board filed a petition with the Wisconsin Employment Relations Commission requesting initiation of the mediation/arbitration process pursuant to section 111.7(4)(cm)6 of Wisconsin Statutes. On January 7, 1986 the investigator appointed by the Commission met with the parties in an effort to resolve their differences. The results of his investigation indicated that the parties were "deadlocked" in their negotiations and accordingly he notified the Commission that the parties remained at impasse. Subsequently the Commission ordered the parties to proceed to mediation/arbitration on January 22. Eventually the undersigned was chosen as the mediator/arbitrator and on Monday April 14 a meeting was held with the Association and the District whereupon efforts were undertaken to reach a voluntary settlement through mediation. When it became almost immediately apparent that the matter was not going to be settled voluntarily, the parties moved

directly to an arbitration hearing on that same date. At the hearing, evidence was received and testimony taken relative to the outstanding issues, at the conclusion of which the parties indicated a preference for filing post hearing briefs. The written summaries were received by the Neutral on or before May 31, 1986 at which the hearing was deemed officially closed.

The Issues-

The following issues remain at impasse between the parties as certified by the Commission;

- (1) Salary adjustments for school year 1985-86
- (2) Salary adjustments for school year 1986-87
- (3) Level of benefits to be paid to employees who are involuntarily reduced from full time to part time positions.

Position of the Parties -

District's Position: For the 1985-86 school year the District proposes to increase the BA base salary to \$15,730, to retain the existing salary index scale, to move teachers on the salary schedule two vertical steps and to adjust each teacher's salary who is not on the schedule by \$1,700. Additionally, the Board proposes to improve the BA base for the 1986-87 school year to \$16,642, to again retain the existing index, to move all teachers on the schedule one vertical

step and to improve the salaries of those off the schedule by \$1,850.

Association's Position: The ULE, on the other hand, has proposed an adjustment for all teachers — whether or not they are on or off the existing salary schedule — of 6% for the school year 1985-86 and 6.2% in 1986-87. This final position is more fully set forth in Appendices A & B attached.

Analysis of the Evidence -

The statute mandates that the Mediator/Arbitrator utilized the criteria set forth in 111.70(4)(cm) 7 when rendering the award, and the Neutral has of course complied with this directive in the instant case. Thus, in arriving at the decision that has been made here, the Arbitrator has given careful consideration to each of these criteria as they relate to the documents, testimony and written arguments submitted by the parties. However, the arguments advanced by the representatives in support of their respective positions here are indicative of the sophistication that has developed with the impasse system since its implementation. Each side has essentially based their respective arguments on the single factor of external comparisons. Clearly the parties view their chances of success as riding or falling with the selection of the comparable groupings that each has asked the Arbitrator to adopt. In this regard, the Minocqua School Board urges

the Neutral to consider what it calls the primary grouping of comparables — the so-called "feeder schools" to the union high school and to the Lakeland Union High School. Conversely, the United Lakeland Educators maintain that a more accurate barometer rests with other schools comprising the Lumberjack Conference. Initially each side has supplied data from what they term "secondary" comparables. The Employer has utilized the schools that surround Lakeland Union High School and others which fall within the old CESA No. 2 boundaries, while the ULE employs schools falling inside a 55 mile radius of the high school as well as statewide averages.

Based upon the evidence provided, the Arbitrator concludes that the Employer's grouping more thoroughly represents the Minocqua School District for comparison purposes. Though there are relatively few schools within this classification, nevertheless they serve as a more accurate reflection of the circumstances that exist at Minocqua. Four of the five schools (Boulder Junction, LacduFlambeau, Woodruff and Minocqua) are elementary systems that "feed" into Lakeland Union High School. Board Exhibits 26 through 30 demonstrate the similarities in terms of teaching staff size, student enrollment, per pupil costs, equalized value and full value tax rates. Indeed Association Exhibit 5A supports this conclusion as their own data shows that when the Board's primary grouping of schools are removed from the Lumberjack Conference, the remaining schools

(all K-12) yield averages that are nearly three times greater than Minocqua's in terms of FTEs (86.8 vs. 31.3) and student population (1354 vs. 431). More importantly, the District has presented clear and unchallenged evidence indicating that in 1982, at the Association's request, Minocqua became the first feeder school to adopt the Lakeland schedule. Board Exhibit 26 confirms the attempt by the parties to achieve parity with Lakeland Union High School through "Memorandums of Understanding" executed for both the 1982-83 and the 1983-84 school years. Moreover Employer Exhibit 22 and 49A both support the Board's claim indicating that the benchmark rates as well as the salary index ratios are nearly identical between the two school systems. In addition, evidence was offered to demonstrate that other feeder schools such as Woodruff are in the process of making similar adjustments to their schedule in order to align themselves more closely with Lakeland Union High School. And, as the District points out, since the same group of taxpayers underwrites the cost of education at Lakeland, it follows that these elementary schools feeding into the Union High School itself (though relatively few in number) comprise the more accurate grouping for comparison purposes.

Neither side truly challenged the accuracy of the other's data. Rather the respective arguments emphasized the most appropriate comparable grouping itself. As the Arbitrator has found that the Employer's primary collection of schools is to

be favored, it is not necessary to set forth a comparison of their final offer and the Association vis-a-vis the feeder schools and Lakeland Union High School. It is sufficient to note that the Employer's offer compares more favorably with the preferred comparables than does the Association's. Favoring the District's grouping however, as being more relevant, does not dispose of this dispute. While sufficient data was provided by the Employer relative to the contract year 1985-86, for comparison purposes within their primary classification, there was no similar evidence produced to demonstrate the reasonableness of the Board's offer for 1986-87. Though other schools within this grouping have developed two year agreements, none of them correspond directly to Minocqua's. Consequently the Employer was unable to provide any evidence which would justify their position in the second year of the contract should the review of relevant schools be confined to the primary grouping identified. Thus the Employer has first made strong (and convincing) arguments why the feeder schools and Lakeland High School are the most relevant comparables, and yet cannot provide any data within this group for the second half of the contract term. Board Exhibit 39 clearly verifies this conclusion as it is virtually devoid of any settlement data among the primary comparable grouping for 1986-87. Perhaps it is even more significant when the parallels that have been drawn between Minocqua and the high school itself are considered, as the District has

first given strong evidence demonstrating the parties' intent to align themselves with Lakeland but then been unable to demonstrate the similarities between their offer for the second half of the contract term and the salary schedules at the high school as that information is not yet available. Indeed at one point the District argues that it would be a disservice to the collective bargaining process should the final offer of the Association be selected as the parties have voluntarily aligned themselves with the Lakeland schedule. Yet it cannot be demonstrated with the evidence presented, whether or not an adoption of the Employer's offer for 1986-87 would continue the status quo or depart from this established pattern any more or less than the Association's final certified position.

Neither does the evidence provided by the employee bargaining group resolve the dilemma with regards to the second year of this proposed agreement. As previously indicated, the evidence presented by the ULE relative to what it perceives as being the primary comparables, is not convincing. There was little produced in this instance which would justify the utilization of the larger K through 12 schools in the conference for reflective purposes. In addition, the documentation offered by the association relative to 1986-87 settlements (Exhibits 13A and 14A) do not adequately demonstrate the reasonableness of the teachers' proposal.¹

¹ The benchmark rates relied upon by the Association must be discounted here given the adjustments made in recent years within the District itself in an effort to align Minocqua's teaching staff's salaries with the High School's. Benchmark rates necessarily carry greater weight when a correlation can be established between the placement of instructors on the salary grid and their actual teaching experience in the district.

To this point, the preponderant evidence supports the District's set of comparables — a factor which both sides maintain is nearly dispositive of this impasse dispute. Yet while the Employer's grouping has been favored here, their argument falls short as no sufficient data can be produced which would provide a reviewer with an accurate picture of the settlement patterns within this grouping for 1986-87. Had the Board's evidence been limited to this single handicap, the Arbitrator might still be inclined to award their position however, as the countervailing evidence is insufficient to support the higher salary increases for the second year and the comparable grouping utilized, not as relevant.

In the opinion of the arbitrator, the "Achilles Heel" in the District's final position lies with its proposal for those teachers who are at the top of their respective lanes and (more particularly) the six or seven instructors who have been grandfathered" off the salary schedule. Together these people comprise nearly 40% of the bargaining unit. As previously noted, the Board would grant each of these six or seven teachers off the schedule, a flat dollar increase for each of the two contract years. Conversely the ULE proposes a percentage rate increase consistent with the per-cell adjustments it seeks for the remaining members in the bargaining unit. Joint Exhibit 1 — the Previous Collective Bargaining agreement — reveals that in both 1983-84 and 1984-85 those teachers off the schedule received

a uniform percentage wage adjustment. Why the District now chooses to alter this pattern by proposing an identical flat dollar amount for each of these instructors (resulting in a varied rate adjustment ranging from 5½-7%) was never adequately explained in the record. Similarly, an implementation of the Board's proposal would mean that those seven or eight teachers at the top of the schedule itself would not receive the same wage adjustment as other bargaining unit members who would benefit from the two step vertical increment offered by the Employer. The only explanation advanced by the District for the double vertical jump for certain teachers in the bargaining unit was to bring Minocqua in line with the average dollar increase among the neighboring districts. Yet there was insufficient data to support this claim and moreover, it would mean that some bargaining unit members would effectively be improving their salaries by as much as \$2,000 in 1986-86 while others, at the top, would receive considerably less. This disparate treatment within the bargaining unit has not been justified, in the Arbitrator's view, and thus cannot be sanctioned here. Rather, the uniformity (and therefore equality) of the Association's proposal is preferred. In this regard the Arbitrator finds the arguments presented by the ULE in their summary brief to be particularly instructive:

"The harming of seven or eight employees by giving a double increment and disrupting the voluntary arrangement that was established in the past is the single most devastating factor in the employer's proposal. There has never been any need shown or any evidence presented to indicate the board needs to disrupt this

voluntary relationship...."

In addition to the preferred consistency of the ULE's salary proposal, their data concerning internal comparables further supports an implementation of their final position. A comparison of Association Exhibit 4A with School Board's Exhibit 40 addressing this factor, indicates that the wage rate average for each non-instructional classification of organized employees in the District more closely follows the rate increase proposed by the teachers in 1985-86 (6%) than the rate increase offered by the District (3.1%). Further, the overall cost of each of the two respective proposals is relatively close. A comparison of the School Board's revised Exhibits 13 and 20 confirm that for the 1985-86 school year the cost of the Association final position is approximately 7/10th of 1% greater than the Board's, and in 1986-87 the margin is even less.


Finally, the remaining issue concerning the level of benefits that are to be paid to teachers who are involuntarily reduced to part time employees is, by way of mutual agreement, not nearly as significant as the wage issues. Indeed the parties have both indicated that the evidence relative to the latter should control the outcome of this dispute.

Award -

The balance of the evidence, as analyzed here, weighs in favor of an award of the Association's position. Accordingly,

any and all stipulations entered into by the parties and the Association's final offer are to be incorporated into the 1985-87 Agreement effective July 1, 1985.

Respectfully submitted this 25th day of July, 1986.



J. C. Fogelberg
Neutral Arbitrator

ULE/MHLT 1985-86 SALARY SCHEDULE FINAL OFFER

APPENDIX B	STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+18	MA+24	MA+30
	1.0	16180	16827	17474	18122	18769	19416	20063	20710	21358	22005	22652	23299
	2.0	16827	17474	18122	18769	19416	20063	20710	21358	22005	22652	23299	23946
	3.0	17474	18122	18769	19416	20063	20710	21358	22005	22652	23299	23946	24594
	4.0	18122	18769	19416	20063	20710	21358	22005	22652	23299	23946	24594	25241
	5.0	18769	19416	20063	20710	21358	22005	22652	23299	23946	24594	25241	25888
	6.0	19416	20063	20710	21358	22005	22652	23299	23946	24594	25241	25888	26535
	7.0	20063	20710	21358	22005	22652	23299	23946	24594	25241	25888	26535	27182
	8.0	20710	21358	22005	22652	23299	23946	24594	25241	25888	26535	27182	27830
	9.0	21358	22005	22652	23299	23946	24594	25241	25888	26535	27182	27830	28477
	10.0	22005	22652	23299	23946	24594	25241	25888	26535	27182	27830	28477	29124
	11.0	22652	23299	23946	24594	25241	25888	26535	27182	27830	28477	29124	29771
	12.0	23299	23946	24594	25241	25888	26535	27182	27830	28477	29124	29771	30418
	13.0	23946	24594	25241	25888	26535	27182	27830	28477	29124	29771	30418	31066
	14.0	24594	25241	25888	26535	27182	27830	28477	29124	29771	30418	31066	31713
	15.0	---	---	26535	27182	27830	28477	29124	29771	30418	31066	31713	32360
	16.0	---	---	27182	27830	28477	29124	29771	30418	31066	31713	32360	33007
	17.0	---	---	27830	28477	29124	29771	30418	31066	31713	32360	33007	33654

ULE/MHLT 1986-87 SALARY SCHEDULE FINAL OFFER

APPENDIX A

STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+18	MA+24	MA+30
1.0	17183	17870	18558	19245	19932	20620	21307	21994	22682	23369	24056	24744
2.0	17870	18558	19245	19932	20620	21307	21994	22682	23369	24056	24744	25431
3.0	18558	19245	19932	20620	21307	21994	22682	23369	24056	24744	25431	26118
4.0	19245	19932	20620	21307	21994	22682	23369	24056	24744	25431	26118	26805
5.0	19932	20620	21307	21994	22682	23369	24056	24744	25431	26118	26805	27493
6.0	20620	21307	21994	22682	23369	24056	24744	25431	26118	26805	27493	28180
7.0	21307	21994	22682	23369	24056	24744	25431	26118	26805	27493	28180	28867
8.0	21994	22682	23369	24056	24744	25431	26118	26805	27493	28180	28867	29555
9.0	22682	23369	24056	24744	25431	26118	26805	27493	28180	28867	29555	30242
10.0	23369	24056	24744	25431	26118	26805	27493	28180	28867	29555	30242	30929
11.0	24056	24744	25431	26118	26805	27493	28180	28867	29555	30242	30929	31617
12.0	24744	25431	26118	26805	27493	28180	28867	29555	30242	30929	31617	32304
13.0	25431	26118	26805	27493	28180	28867	29555	30242	30929	31617	32304	32991
14.0	26118	26805	27493	28180	28867	29555	30242	30929	31617	32304	32991	33679
15.0	---	---	28180	28867	29555	30242	30929	31617	32304	32991	33679	34366
16.0	---	---	28867	29555	30242	30929	31617	32304	32991	33679	34366	35053
17.0	---	---	29555	30242	30929	31617	32304	32991	33679	34366	35053	35741