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STATE OF WISCONSIN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Arbitration Between
TURTLA LAKE SCHOOL DISTRICT
and
NORTHWEST UNITED EDUCATORS

Case 27
No. 35850
MED/ARB 3568
Decision No. 23275-A

Appearances: Mulcahy & Wherry, S.C., by Stephen L. Weld, for the District.
Northwest United Educators, by Alan D. Manson, for the Union.

In July, 1985, representatives of the Turtle Lake School District (hereinafter referred to as the "Board") and the Northwest United Educators (hereinafter referred to as the "Association") exchanged their initial proposals for a 1985-86 collective bargaining agreement to be effective July 1, 1985 through June 30, 1986. Thereafter, the parties met on five occasions in an effort to reach a voluntary settlement on a new collective bargaining agreement. However, the parties were unable to reach agreement on several issues.

On October 21, 1985, the Association filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting the initiation of mediation/arbitration pursuant to Section 111.70(4)(cm) 6, Wisconsin Statutes. On December 18, 1985, a WERC investigation reflected that the parties were at impasse in their negotiations. Thereafter, the Board and the Association submitted, by January 24, 1986, their final offers and a stipulation on matters agreed upon. On February 7, 1986, the WERC certified the impasse and ordered that the parties select a mediator/arbitrator.

On March 5, 1986, Mr. John J. Flagler of Minneapolis, Minnesota was notified of his selection as the mediator/arbitrator. Arbitrator Flagler met with the parties on May 12, 1986 and considerable progress was achieved during the mediation phase of the dispute.

At the request of the parties, a written mediator's proposal was developed which reflected in principle the negotiated two year agreement achieved in the Lakeland Conference school district of Flambeau. While the parties were willing to agree on main features of the mediator's proposal covering the economic package and the two year duration of the contract, the chance for a voluntary settlement faltered on the issue of in-service days.

The June 2, 1986 mediator's proposal was rejected and the parties proceeded to arbitration. The parties agreed to submit, on or before August 15, 1986, written briefs in support of their final offers. The deadline for filing briefs was subsequently extended and the record was closed on September 23, 1986 with the receipt of the final brief.

Criteria to be Utilized by the Arbitrator
in Rendering the Award

The criteria to be utilized by the Arbitrator in rendering the award are set forth as follows:

SECTION 111.70(4) (cm)7 OF THE WISCONSIN STATUTES

"(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 lawful 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 employees 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 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 pension, 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 the private employment."

STIPULATION OF AGREEMENTS

TURTLE LAKE SCHOOL DISTRICT

1. Article V - Teacher's Status, Paragraph E

Delete "or one year experience for Peace Corps Service."

2. Article V - Teacher's Status, Paragraph C, Change "two year " to "three years"

"any teacher on probation during the 1985-86 school year is subjected to a two years probation period under the terms of the 1984-85 agreement,".

3. Article VII - Assignments and Reassignments, Paragraph E

change "8.40" to "8.90"
Delete "in 1984-85".

4. Article IX - Discipline Procedure, Paragraph B, Change as follows:

change "two years" to "three years"
add the following sentence

"any teacher employed full time during 1985-86 is subject to the two year clause in the 1984-85 agreement."

5. Article XIV - Sick, Emergency and Professional Leaves, Paragraph A, Change "120" to "90"

Add a third paragraph to A as follows:

"Teachers who have accumulated 90 sick days shall receive \$20.00 per day for any of the 12 sick days per year not used. ~~Such payment shall be made in July.~~

Any teacher who has accumulated between 90 and 120 days may either be paid for the excess days at the rate of \$20.00 per excess day or keep them until needed or retirement."

6. Article XIV - Sick, Emergency and Professional Leaves, Paragraph F, Add the following paragraph

"Any teacher using 5 or less total leave days in a school year (with the exception of leave granted under Paragraph E and G) will not have the cost of a sub deducted from their salary for one personal day."

Note: The use of the day earned above will not be charged against the 5 days for computing eligibility for future days but will be charged as a personal day used.

7. Article XIV - Sick, Emergency and Professional Leaves, Paragraph K, Change to read as follows:

K. Up to 10 days of leave per year shall be available to the Union for bargaining unit business for attendance at grievance arbitration, prohibited practice, or other WERC hearings. Attendance by a grievant or witness shall be charged to the 10 days. After the 10 days have been used, the provisions for an individual person's personal leave prevail. A maximum of five teachers, only one teacher per grade level, will be allowed to utilize this provision on any given school day unless mutually agreed otherwise by the parties.

8. Article XV - Insurance Provisions, Paragraph B,

Delete last sentence of first paragraph

Change first sentence of first paragraph to read as follows:

"Effective 2-1-86 the School District of Turtle Lake shall pay the cost of health insurance premiums up to a maximum of \$147.94 per month for a family plan and up to \$52.96 per month for a single plan."

9. Article XV - Insurance Provisions, Paragraph D,

Last paragraph change "9-1-84" to "9-1-85"

change "8.58" to "9.42"

change "25.54" to "28.44"

10. Article XVI - Mileage, 1st paragraph

Change "of \$.23 per mile" to "allowed by the IRS."

11. Article XVII - Hours of Duty

Add the following paragraph

A Parent/Teacher conference day is exempt from the above. Any arrangement of 7 1/2 hours of parent contact shall constitute one Parent/Teacher conference day.

12. Article XXIII - Summer Employment

Second paragraph

Change "\$10.00" to "\$10.50"

13. Article XXIV - Employers Payment of Employee's Contribution to the State Teachers Retirement Fund

Add the following sentence:

Note: Beginning January 1, 1986, the Board agrees to change the "5%" to "6%".

14. Article XXVI B - Provision For Grad Study

Change "\$34.00" to "\$37.00"

Change "\$38.00" to "\$41.00"

15. Article XXVII - Co-Curricular Schedule

Agreed - A 15 point scale will be used in setting point values for each assignment. No assignment can exceed 15 points.

Each point shall be valued at \$125.00 (rounded to the nearest dollar) for the 1985-86 schedule.

SCHOOL DISTRICT OF TURTLE LAKE

Turtle Lake, Wisconsin 54889

16. Article XXIII - Co-Curricular Schedule

- 15 Head Football Coach (includes pre-school)
- 10 Assistant (includes all pre-school)
- 15 Head Basketball - girls
- 10 Assistant
- 15 Head Basketball - boys
- 10 Assistant - boys only
- 14.5 Head Wrestling Coach
- 9.5 Assistant
- 4.5 Jr. High Wrestling Coach
- 10 Head Baseball Coach
- 10 Head Track Coach
- 4 Jr. High Volleyball
- 5.5 Annual
- 6 Forensics (Speech and Drama)
- 4 Assistant
- 1.5 Student Council - Junior High
- Class Advisors -
- 1 Freshmen
- 3.5 Senior
- Cheerleaders - High School
- 2 Football & Volleyball
- 5 Basketball
- 3 Wrestling
- 5 Pom Pom

17. Article XXVIII - Extra Duty Pay

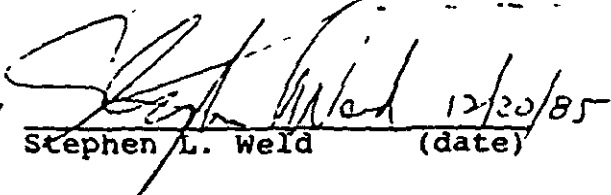
Change the last paragraph as follows:

Change "\$13.17" to "\$20.00"

TURTLE LAKE SCHOOL DISTRICT

NORTHWEST UNITED EDUCATORS

By


Stephen L. Weid12/20/85
(date)

By


Alan D. Manson12/20/85
(date)

Issues

There are two (2) issues remaining at impasse in this matter:

1. The 1985-86 Salary Schedule.
2. The point values for various co-curricular assignments.

I. 1985-86 Salary Schedule: Positions of the Parties

Association Proposal

1985-86 Turtle Lake Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
0	15767	17190
1	16398	17878
2	17029	18566
3	17660	19254
4	18291	19942
5	18922	20630
6	19553	21318
7	20184	22006
8	20815	22694
9	21446	23382
10	22077	24070
11	22708	24758
12	23339	25446
13	23970	26134

Board Proposal

1985-86 Turtle Lake Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
0	15650	17000
1	16275	17680
2	16900	18360
3	17525	19040
4	18150	19720
5	18775	20400
6	19400	21080
7	20025	21760
8	20650	22440
9	21275	23120
10	21900	23800
11	22525	24480
12	23150	25160
13	23775	25840

Summary of the Association's Arguments

The Arbitrator should select the Association's final position on the 1985-86 salary schedule as the more reasonable for the following reasons:

The Association's 6.5 percent increase per cell retains the traditional structure of the salary schedule, while the Employer's introduces a differential between a 5.7 percent improvement in the BA portion as compared to a 5.3 percent adjustment at the MA levels. Thus the Association's proposal preserves the status quo relationship among the lanes and steps -- consistent with previous voluntary settlements in Turtle Lake.

The structural differences between the final positions of the parties is shown as follows:

	NUE F.O.	BOARD F.O.
BA Base	6.5%	5.7%
BA Max	6.5%	5.6%
MA Base	6.5%	5.3%
MA Max	6.5%	5.3%
Schedule Max	6.5%	5.4%

The Board presented no evidence to justify any such disproportional increase at the lower end of the schedule -- no showing of any difficulties in filling vacancies. The 1984-85 schedule ranked first in the Lakeland conference at the BA starting salary while MA levels ranked third. Thus no justification can be found in any restructuring to better fit the Conference pattern.

The net result of the District's proposal salary schedule restructuring would be to place the burden of redistributing salary monies on staff with the most advanced academic training. Staff at these levels would thus receive an increase which is nearly 2 percent less than the average established by the 13 conference settlements to date.

The positions of both parties satisfy all statutory criteria and the \$200 difference per teacher between final offers while significant, is not really substantial. Certainly, no evidence was presented to suggest that the District cannot afford the Association's position, the ability to pay has never been an issue in these proceedings.

The only adverse impact of an arbitrated settlement on public interest would obtain if a failure to properly reward the better trained and experienced teachers were to cause some to leave the District. The admittedly poor farm economy impacts all conference districts alike and cannot be sorted out in Turtle Lake to justify a salary schedule increase any less favorable than those received in other conference school districts.

The District's claim that it provides significantly superior fringe benefits remains unsubstantiated. Benefit programs differ markedly within the conference and Turtle Lake's is similar in overall effect to the general pattern. This factor simply cannot serve to alter the basic comparisons favoring the Association's position on the salary schedule.

The main criterion relied on by most interest arbitrators strongly supports NUE's position. Fully 13 of 14 possible conference settlements are now available. Ten of these settlements provide a standard percent increase per cell. The Clayton settlement is clearly atypical and should not be considered due to the financial difficulties in that district resulting in multiple layoffs the previous year. Similarly, the Bruce district contained unusual settlement features which render the results non-comparable.

By including a few area districts to the Conference group the comparison sample is improved. The augmented comparison group even more strongly supports NUE's final salary schedule position as the more reasonable. Even without the inclusion of nearby districts, however, the Conference pattern establishes the validity of NUE's comparisons as the more reasonable.

Summary of the Board's Arguments

The final offer of the Board actually retains the four percent index schedule which generates step increments at four percent of the base of each lane. Both parties recognize that arbitrators rely more heavily on the comparison criterion than on any combination of other statutory criteria. The Board's position better meets this and all other criteria.

Certainly, the arbitrator should reject any comparisons beyond those of the Lakeland Conference in view of historical precedence and the fact that the large number of conference settlements provide a solid base for comparison in the present case.

Wages must be combined with the District's superior fringe benefit package in order to get a true picture of the significant differences between the parties' final offers (although the Board's position on salary schedule, standing alone, remains the more reasonable in light of the statutory criteria.)

	<u>1985-86</u>	
	<u>Board</u>	<u>Association</u>
Wage Increase	\$58,786 7.23%	\$66,411 8.17%
Average Wage Increase	\$ 1,503	\$ 1,698
Total Compensation Increase	\$91,404 8.5%	\$101,315 9.4%
Average Total Compensation Increase	\$ 2,337.70	\$ 2,591

While it is difficult to separate the wage issue from the current economic climate, the Board's 8.5% offer still emerges as most reasonable when compared to wages and benefits received by teachers in the Lakeland Athletic Conference.

While structural changes in conference salary schedules, increment freezes, and other special arrangements make direct comparisons difficult, the Board's final position on five traditional benchmarks demonstrates a more reasonable conformance to both current and historical patterns and should be adopted by the arbitrator.

Rank of the Parties' Final Offer Versus
The Rank of Turtle Lake in 1984-85

	<u>Turtle Lake</u> <u>1984-85</u>	<u>Board</u> <u>1985-86</u>	<u>Assn.</u> <u>1985-86</u>
BA Minimum	1 of 15	3 of 15	2 of 15
BA+O Maximum	1 of 15	1 of 15	1 of 15
MA Minimum	3 of 15	4 of 15	4 of 15
MA+O Maximum	3 of 15	4 of 15	4 of 15
Schedule Maximum	3 of 15	3 of 15	4 of 15

It should be noted that where the District drops in ranking, it is due to drastic improvements in the Shell Lake and Bruce districts' salary positions. When these two districts are eliminated from the comparison group, the position of the Board maintains the superior rank Turtle Lake has developed over the last several years, as shown in the following table:

Rank of Turtle Lake Among 12 Lakeland
Athletic Conference Schools

	<u>Turtle Lake</u> <u>1984-85</u>	<u>Board</u> <u>1985-86</u>	<u>Assn.</u> <u>1985-85</u>
BA Minimum	1 of 13	1 of 13	1 of 13
BA+O Maximum	1 of 13	1 of 13	1 of 13
MA Minimum	2 of 13	2 of 13	2 of 13
MA+O Maximum	2 of 13	2 of 13	2 of 13
Schedule Maximum	2 of 13	1 of 13	2 of 13

It is significant to note that the chart does not reflect the significant sick leave pay-buy-back incorporated in the contract for the first time this year. The chart also does not reflect the fact that Turtle Lake teachers have superior leave benefits when compared with others in the conference. Finally, the chart does not reflect the fact that Turtle Lake is one of the two schools in the Conference (Cameron is the other) which does not require that teachers reach an arbitrary level of credit accumulation before receiving additional compensation for advanced schooling.

The Board's final offer continues the favorable position that Turtle Lake teachers have historically enjoyed in comparison to salaries in the Lakeland Athletic Conference. The Board can find no justification for the Association's final offer, which exacerbates the District's above-average position in the comparable pool. Since the Board has unequivocally demonstrated that District salaries under the Board offer will continue to rank at the top of the Athletic Conference, and that the Board's offer will continue, without magnifying, the above-average position the District has held since at least 1980-81, the Board's offer must emerge as the more reasonable of the two offers.

Discussion and Award: Issue 1 1985-86 Salary Schedule

The growing tendency for parties to negotiate special features in salary schedules increasingly confounds the problems of applying the comparability criterion with any precision. Despite these imprecisions within the Lakeland Athletic Conference, this grouping of 13 settlements for the 1985-86 school year presents a fair and reasonable basis of comparison for determining which of the final offers should be adopted as the more reasonable.

Any marginal improvement of the statistical sample which might be gained by adding selected non-conference districts would be more than offset by departing from the bargaining practices the parties themselves have followed in the past. For these reasons, I intend to rely solely on the Conference settlement data in applying the comparability criteria.

The search for a standard measure, a common denominator, to array and properly compare conference salary data proved most difficult. The parties recognize that significant differences in the number of steps, lanes, size of increments, other structural variations, as well as "staggered starts" and special incentive arrangements abound within the Conference.

In the face of such variances, many arbitrators choose the average "wage-wage equivalent" (average total compensation) as the most valid and reliable measure of salary comparison. Arbitrators holding this philosophy tell the parties, in effect -- we respect your right to distribute salary monies any way you choose. If you truncate and distort your salary schedules (however reasonable or expedient your reasons for doing so), we cannot continue to pretend that valid comparisons can be based on non-comparable benchmark cells.

Obviously, we recognize that the parties have no obligation to negotiate common salary structures just to make life easier for interest arbitrators. Structural diversity usually represents a reasonable response to the unique considerations faced by the bargaining teams in the separate school districts. If facility of cross-comparison suffers, so be it.

The consequential point is that the parties then ought not be surprised that interest arbitrators place less confidence in benchmark comparisons. In the present case, I would be strongly disposed to using a wage-wage equivalent measure of comparison if such a valid and reliable measure were available. Unfortunately, neither party presented sufficiently clear data on the dollar value of total fringe benefits to permit use of a wage-wage equivalent cross comparison.

The Board argues persuasively that I should adjust the Conference salary data to account for a superior benefits program in Turtle Lake. No costing data for the other school districts' benefit packages are available, however. Lacking such data, obviously I can make no such cross comparisons.

This fact leaves only the parties' mutual use of five common benchmarks against which to compare their competing final offers. On the basis of the rank ordering of conference districts, there is really no significant differences between the effects of the parties' final offers -- each would maintain Turtle Lake's 1984-85 relative ranking. This fact underscores the limited utility of a simple hierarchical ranking as a significant measure of the relative salary values thus compared.

The rank order at each benchmark often conceals more than it reveals of actual variances at the selected salary cells. When the rank ordering is adjusted by eliminating Shell Lake and Bruce, as contended for by the Board, the final offers vary in favor of the District at only one benchmark. Given the imprecision of aggregated data assigned a simple rank number, no statistical inference of any significance can be drawn from this type of distribution.

Even the percent, per cell comparisons relied on by the Association leaves much to be desired as true indicia of the relative salary positions which would result from the competing final offers. When average dollar benchmark increases are also compared a much improved view of the effects of the final offers becomes available.

On balance, these two comparisons show that the Association's final offer more nearly comports with the settlement patterns established within the Lakeland Conference -- both in percentage and dollar amounts but more importantly in its effect on maintaining salary structure.

Arbitrators generally require the party opting for a change in the status quo to provide justification for the proposed change. In the present case, the Board presented no persuasive evidence or argument to support a redistribution of available monies at the beginning salary level at the expense of preserving the historical differential at the MA step.

While I have carefully considered each and all of the remaining statutory criteria, I find nothing substantive in any other standard which would offset the comparability criterion as the most useful basis for determining the outcome in this case. For these reasons, the final offer of the Association is, hereby, selected as the more reasonable and shall be adopted as the 1985-86 Salary Schedule for the Turtle Lake School District.

II. Discussion and Award; Issue 2 Co-Curricular Point Values

The parties' final offers differ in an amount approximately equivalent to \$600 for all position assignments remaining in dispute.

Board's Final Offer

2. Revise Article XXVII - Co-Curricular Schedule, as follows:

Junior High Basketball-Boys.....	5
Junior High Basketball-Girls.....	5
Volleyball Coach (includes preschool).....	10
Asst. Volleyball Coach (includes preschool).....	6.5
School Play (3 act).....	5.5
Asst. for School Play (3 act).....	3.5
Student Council-Senior High.....	2.5
Sophmore Class Advisor.....	2
Junior Class Advisor.....	5
FHA Advisor.....	2
FFA Advisor.....	3
Instrumental Music.....	9
Vocal Music-High School.....	3
Visual Aid Director.....	1

2. Revise Article XXVIII - Co-curricular Schedule, as follows:

Junior High Basketball-Boys.....	6	
Junior High Basketball-Girls.....	6	
Volleyball Coach (includes Preschool).....	11	
Asst. Volleyball Coach (includes Preschool).....	7.5	
School Play (3 act).....	5.5	(7.5 if musical production)
Asst. for School Play (3 act).....	3.5	(5 if musical)
Student Council-Senior High.....	3	
Sophmore Class Advisor.....	3	
Junior Class Advisor.....	5.5	
FHA Advisor.....	4	
FFA Advisor.....	5.5	
Instrumental Music.....	9.5	
Vocal Music-High School.....	3.5	
Visual Aid Director.....	3	

The Association relies on conference data to support its proposal for coaching positions, while the Board cites the rejection of the Association's co-curricular positions by two previous interest arbitrators. Both parties admit to a paucity of data by which to compare most of the co-curricular assignments remaining in dispute.

Comment: The parties have negotiated a fair framework for settling their major differences in this area of compensation. Limitations of data restrict the extent of useful analysis necessary for the resolution of this final issue.

The Board's arguments fail to support any freeze or reduction in wages for eight of the positions involved in light of the detailed review provided by some of the teachers handling these positions on the responsibilities entailed. The four coaching positions offer some limited basis for intra conference comparisons. Those comparisons, while inexact, favor the Association's final offer on each.

Summary of Award

Based upon the statutory criteria and consistent with the foregoing findings, the Association's final offer on both the 1985-86 Salary Schedule, and on point values for co-curricular assignments are, hereby, awarded.

These final offers, together with all already agreed upon items contained in the stipulations presented at the hearing of this matter, shall be incorporated into the parties' 1985-86 bargaining agreement.

10/15/86
Date

John J. Flagler
John J. Flagler, Arbitrator