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VOLUNTARY LABOR ARBITRATION
OPINION AND AWARD

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Mediation/Arbitration
between
MAUSTON EDUCATION ASSOCIATION
and
MAUSTON AREA SCHOOL DISTRICT

CASE 13
NO. 35788
MED/ARB - 3545

Decision No. 23372-A

Hearing Held

June 18, 1986
Mauston School District
Mauston, WI

Appearances

For the Board:

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Wisconsin Association of
School Boards
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Arbitrator

Steven Briggs
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For the Association:

James M. Yoder
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BACKGROUND

The undersigned was notified by an April 7, 1986, letter from the Wisconsin Employment Relations Commission of his selection as Mediator/Arbitrator in an interest dispute between the Mauston Area School District (Board) and the Mauston Education Association (Association). The dispute concerns salaries and the language describing the Board's contribution to the Wisconsin Retirement System (WRS) to be included in the parties' 1985-1986 collective bargaining agreement covering all DPI certified employees of the District excluding administrators and coordinators, principals, supervisors, any department heads over 50% supervisory, non-instructional personnel, substitute teachers, and office, clerical, maintenance and operation employees.

Pursuant to statutory responsibilities, mediation was conducted on June 11, 1986. A settlement did not result. An arbitration hearing was held on June 18, 1986, during which time both parties were afforded full opportunity to present evidence and argument in support of their respective positions on the issues. Both parties filed timely Posthearing Briefs. The Board filed a timely Reply Brief; the Association chose not to file a Reply Brief. The record was declared closed on September 7, 1986. Based upon a detailed consideration of the record, and relying upon the criteria set forth in Section 111.70 (4)(cm), Wisconsin Statutes, the Arbitrator has formulated this Award.

ISSUES

There are but two issues submitted to arbitration, with the more important being teacher salaries. The Board's salary offer reflects a total cost increase, including benefit adjustments, of \$185,863 (8.12%); the Association's salary offer reflects a total increase of \$248,734 (10.9%). With regard to salary structure, neither party proposes a change in the number of steps or lanes, though each proposes increment adjustments.

The second issue concerns the language used to describe the Board's WRS contribution. The Board wishes to amend the current (1984-1985) language from "The Board shall pay the full amount..." to a Board contribution of "6%." The Association proposes that the current language remain unchanged.

DISCUSSION

Comparability Pool

Association Position. The Association relies upon the South Central Athletic Conference as the appropriate comparables group. It asserts that the secondary group posed by the Board was not selected on the basis of neutral criteria and, therefore, should be rejected.

Board Position. The Board maintains that in addition to districts in the South Central Athletic Conference, the districts of Onalaska, Viroqua and Westfield should be considered due to their similarity in size and due to their settlements for 1985-1986. It originally cited Sauk Prairie as well, but in its Posthearing Brief the Board advised that Sauk Prairie was "inadvertently added."

Analysis. Since both parties have relied upon the South Central Athletic Conference (Conference) as the primary comparables group, it will be used by the undersigned as well. The Board's proposed inclusion of Onalaska, Viroqua and Westfield is rejected, largely because there is just not enough supportive data in the record. For example, while the Board provided figures on equalized valuation and levy rates for Conference districts, no such data were provided for its proposed secondary group. Moreover, the Board has provided insufficient information to explain the geographical dispersion of its secondary comparables group.

The following districts have been adopted as the comparability group for the purposes of deciding this dispute:

COMPARABLE SCHOOL DISTRICTS (SOUTH CENTRAL ATHLETIC CONFERENCE)

Adams-Friendship
Baraboo
Nekoosa
Portage
Reedsburg
Sparta
Tomah
Wisconsin Dells

Teacher Salaries

Association Position. The Association believes that its salary offer is the more appropriate, especially when a comparison of benchmark salaries (BA Base, BA 7th Step, BA Maximum, MA Base, MA 10th Step, MA Maximum, Schedule Maximum) is made. It argues that Mauston is ranked in the lower half of the Conference for 1984-1985 at all salary benchmarks and maintains that some degree of "catch up" is needed. At the very least, the Association argues, no further erosion in the relative position of Mauston teachers should be permitted. In terms of absolute dollars, the Association feels that its salary offer on the benchmarks is more consistent with those proposed in other Conference districts.

The Association also proposes a modification to the salary schedule increment structure. Basically, it argues that there should be a uniform \$75 increase in each column of the schedule so as to be more consistent with the prevailing pattern in comparable districts. It notes that the Board's final offer increases increments in the masters columns only, and then by a mere \$25. The Association also argues that the current differential from the BA Base to the MA Base is the lowest under any offers across Conference districts, and that its modest proposed increase acts to partially offset this deficiency.

Board Position. The Board maintains that an emphasis on all salaries across the schedule is appropriate, and notes that its final offer accomplishes just that. In contrast, the Association's final offer places undue emphasis on the salaries of career teachers. While the Board does not discount the value of long-service teachers, it feels that mid-career and entry-level teachers must be rewarded proportionately so the District can retain and attract the best and brightest.

With regard to benchmark salaries, the Board maintains that its offer compares well with Conference settlements.

The Board also notes that its offer is preferable to the Association's when compared against the cost of living criterion. It also argues that the Board total package offer of 8.12% to Mauston teachers is more than most of the rural area taxpayers around Mauston can expect to see in the next several years.

Analysis. Juxtaposition of the parties' salary offers on commonly accepted benchmark levels against settlements and outstanding offers in the Conference was accomplished through construction of Tables 1-7 below:

TABLE 1
SOUTH CENTRAL ATHLETIC CONFERENCE
BA BASE

District	84-85	85-86	\$incr.	%incr.
Baraboo*	14335	15090	755	5.3
Nekoosa*	14925	15860	935	6.3
Portage*	14000	14900	900	6.4
Wisconsin Dells*	14291	15250	959	6.7
Adams-Friendship	14350	15200(B)	850	5.9
		14890(U)	540	3.8
Reedsburg	14250	15525(B)	1275	8.9
		15400(U)	1150	8.1
Sparta	14316	n/a (B)	----	---
		n/a (U)	----	---
Tomah	14315	15320(B)	1005	7.0
		15450(U)	1135	7.9
Mauston	14200	15300(B)	1100	7.7
		15200(U)	1000	7.0

* = Settled for 1985-86.

From Table 1, the BA Base proposed by the Board and by the Association are so close to each other that neither emerges as clearly preferable. Both are on the high end of the Conference settlement range.

TABLE 2
SOUTH CENTRAL ATHLETIC CONFERENCE
BA 7TH STEP

District	84-85	85-86	\$incr.	%incr.
Baraboo*	17345	18259	914	5.2
Nekoosa*	18507	19664	1157	6.2
Portage*	17360	18476	1116	6.4
Wisconsin Dells*	17475	18850	1375	7.8
Adams-Friendship	17350	18378(B)	1028	5.9
		18640(U)	1290	7.4
Reedsburg	16850	18125(B)	1275	7.6
		18300(U)	1450	8.6
Sparta	17316	n/a (B)	----	---
		n/a (U)	----	---
Tomah	17045	18110(B)	1065	6.2
		18390(U)	1345	7.9
Mauston	17200	18300(B)	1100	6.4
		18650(U)	1450	8.4

* = Settled for 1985-1986

The Association's final offer on this benchmark is above the Conference settlement range in absolute dollar and percentage terms. Moreover, in dollar terms it is the highest offer of those pending in the Conference. In contrast, the Board's offer of \$1100 (6.4%) falls within the Conference settlement range.

TABLE 3
SOUTH CENTRAL ATHLETIC CONFERENCE
BA MAXIMUM

District	84-85	85-86	\$incr.	%incr.
Baraboo*	20857	21956	1099	5.3
Nekoosa*	21193	22518	1325	6.2
Portage*	19600	20860	1260	6.4
Wisconsin Dells*	21675	23050	1375	6.3
Adams-Friendship	21050	22297(B)	1247	5.9
		22590(U)	1540	7.3
Reedsburg	18750	20025(B)	1275	6.8
		20400(U)	1650	8.8
Sparta	21491	n/a (B)	----	---
		n/a (U)	----	---
Tomah	21230	22385(B)	1155	5.4
		22800(U)	1570	7.4
Mauston	20200	21300(B)	1100	5.4
		22100(U)	1900	9.4

* = Settled for 1985-1986

Table 3 again reveals that the Board's offer falls within the settlement range in both dollar and percentage terms, though it is on the low side of the range. However, the Association's offer on this benchmark is more than \$500 above the highest settlement amount. Moreover, it is higher than any pending offer in the Conference.

TABLE 4
SOUTH CENTRAL ATHLETIC CONFERENCE
MA MINIMUM

District	84-85	85-86	\$incr.	%incr.
Baraboo*	15435	16190	755	4.9
Nekoosa*	16418	17445	1027	6.2
Portage*	15550	16450	900	5.8
Wisconsin Dells*	15321	16350	1029	6.7
Adams-Friendship	15475	16392(B)	917	5.9
		16390(U)	915	5.9
Reedsburg	16000	17325(B)	1325	8.3
		17200(U)	1200	7.5
Sparta	15366	n/a (B)	----	---
		n/a (U)	----	---
Tomah	15565	16570(B)	1005	6.4
		17270(U)	1705	10.9
Mauston	15250	16350(B)	1100	7.2
		16250(U)	1000	6.5

* = Settled for 85-86.

The Board's and Association's final offers at the MA Minimum are generally similar, as they differ by only \$100. Both are close to the high end of the Conference settlement range, and both are roughly comparable to the majority of pending offers in the Conference.

TABLE 5
SOUTH CENTRAL ATHLETIC CONFERENCE
MA 10TH STEP

District	84-85	85-86	\$incr.	%incr.
Baraboo*	22381	23476	1095	4.9
Nekoosa	22495	23901	1406	6.2
Portage	21850	23110	1260	5.8
Wisconsin Dells	20672	21975	1303	6.3
Adams-Friendship	20310	21513(B)	1203	5.9
		22555(U)	2245	11.0
Reedsburg	21400	22725(B)	1325	6.2
		22975(U)	1575	7.3
Sparta	20716	n/a (B)	----	---
		n/a (U)	----	---
Tomah	20335	21880(B)	1545	7.6
		22445(U)	2110	10.4
Mauston	20425	22350(B)	1925	9.4
		22750(U)	2325	11.4

* = Settled for 85-86.

Table 5 reveals that both parties' final offers for the MA 10th benchmark are well above settlements in the Conference. The Board's offer is a healthy 9.4%, nearly three percentage points higher than any of the settlements. The Association's final offer is \$2325, or 11.4%. In both percentage and dollar terms it is the highest in the Conference, considering both settlements and pending final offers. And the Arbitrator is not convinced from the record that there is sufficient justification for such a large increase.

TABLE 6
SOUTH CENTRAL ATHLETIC CONFERENCE
MA MAXIMUM

District	84-85	85-86	\$incr.	%incr.
Baraboo*	26240	27523	1283	4.9
Nekoosa*	26600	28261	1661	6.2
Portage*	25350	26810	1460	5.7
Wisconsin Dells*	26455	27600	1145	4.3
Adams-Friendship	24800	26269(B)	1469	5.9
		27465(U)	2665	10.7
Reedsburg	24900	26225(B)	1325	5.3
		26600(U)	1700	6.8
Sparta	25016	n/a (B)	----	---
		n/a (U)	----	---
Tomah	24045	26010(B)	1965	8.2
		26470(U)	2425	10.1
Mauston	23875	25350(B)	1475	6.2
		26000(U)	2125	8.9

* = Settled for 85-86.

Compared to Conference settlements, the Board's final offer at the MA Maximum benchmark seems appropriate. It matches

the highest settlement in percentage terms, and is the second highest in absolute dollars. The Board's offer here compares favorably to Board offers in unsettled districts as well, with the exception of Tomah. The Association's final offer appears to be on the high side, at 8.9% (\$2125).

TABLE 7
SOUTH CENTRAL ATHLETIC CONFERENCE
SCHEDULE MAXIMUM

District	84-85	85-86	\$incr.	%incr.
Baraboo*	27260	28543	1283	4.7
Nekoosa*	28538	30321	1783	6.2
Portage*	26175	27635	1460	5.6
Wisconsin Dells*	27215	28260	1045	3.8
Adams-Friendship	25300	27992(B)	2692	10.6
		28465(U)	3165	12.5
Reedsburg	26000	28125(B)	2125	8.2
		29750(U)	3750	14.4
Sparta	25716	n/a (B)	----	---
		n/a (U)	----	---
Tomah	25105	27070(B)	1965	7.8
		28080(U)	2975	11.8
Mauston	25775	27050(B)	1275	4.9
		27700(U)	1925	7.5

* = Settled for 85-86.

From Table 7, it is clear that the Board's final offer at the Schedule Maximum of \$1275 (4.9%) fits within the range of Conference settlements. At \$1925 (7.5%), the final offer advanced by the Association is well above the highest settlement in the Conference (Nekooska at \$1783 and 6.2%). Still, the Association's final offer here compares favorably to the Board final offers pending in other Conference Districts.

Overall, the Board's salary offer appears preferable to the Association's when considering the comparability factor. It fits within the Conference settlement range on most of the benchmarks and meets or exceeds the highest settlement on others (MA Maximum, MA 10th Step, MA Minimum). Moreover, the Board's final offer generally maintains the historical ranking of Mauston teachers across the benchmarks. In contrast, the Association's offer appears unduly high at the BA 7th, BA Maximum, MA 10th, MA Maximum, and Schedule Maximum steps.

Salary Structure. The Association's final offer adjusts the increment level to reflect a uniform \$75 increase in each column of the salary schedule; the Board's offer increases increments by \$25 in the masters columns only. It is clear from the record that some upward adjustment in increments is appropriate, since the current salary schedule at Mauston has a low overall differential from the BA Base to the MA Base when compared to salary schedules in comparable districts. But the increment differential is less persuasive than the absolute dollars in each cell of the salary structure. That is, so long as the salary level of individual teachers at Mauston is generally competitive with those of similarly situated

teachers in comparable districts, the increment differential is not an overriding factor.

The Cost of Living. Both of the parties' offers are well above the cost of living as measured by the consumer price index. Accordingly, the Board's offer seems more appropriate when considered against this criterion.

The Public Interest. There is no persuasive evidence in the record to the effect that Mauston salaries need be raised by double digit percentage figures in order for the District to attract and retain competent teachers. Nor is there any other evidence in the record sufficient to convince the undersigned that a salary offer reflecting a 10.9% increase for Mauston teachers is in the public interest.

Overall Compensation. Evidence in the record with respect to the overall compensation packages in comparable school districts is limited. After reviewing those exhibits, the undersigned has concluded that the benefit package for Mauston teachers is competitive with those enjoyed by similarly situated teachers across the athletic conference.

Summary. Based upon the foregoing analysis, the Arbitrator has determined that the salary offer of the Board is the more appropriate.

Wisconsin Retirement System Contribution

The Association proposes no change in the current language providing as follows:

The Board shall pay the full amount of the teachers' share of State Teacher Retirement including extra-curricular pay.

The Board's final offer would amend the language to reflect a "6%" contribution by the Board. Both offers are identical, at least in terms of the dollar amount contributed, since currently a "full" contribution is 6%.

Since the Board wishes to change the status quo as far as the descriptive language is concerned, the it must bear the burden of demonstrating that such a change is appropriate. No such justification was introduced into the record. Accordingly, the undersigned has concluded that the Association's final offer on the WRS contribution is the more appropriate.

Concluding Comments

Of the two issues before the Arbitrator, the salary issue is by far the more significant. It has a great financial impact upon the teachers, the Board, and the community at large. In contrast, adoption of either final offer on the WRS contribution issue would have identical financial impact over the life of the labor agreement.

AWARD

The Board's final offer shall be incorporated into the parties 1985-1986 collective bargaining agreement, along with all of the provisions of the previous agreement which remain unchanged and along with the stipulated changes agreed to by the parties.

Signed by me at Milwaukee, Wisconsin, this 15th day of December, 1986.



Steven Briggs