

JUN 15 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE ARBITRATOR

\* \* \* \* \*

* In the Matter of the Petition of	*	*
* COCHRANE-FOUNTAIN CITY SCHOOL DISTRICT	*	*
* To Initiate Mediation-Arbitration	*	Case No. 10
* Between Said Petitioner And	*	No. 36990
* COCHRANE-FOUNTAIN CITY	*	MED/ARB-3896
* TEACHERS ASSOCIATION	*	Decision No. 24050A

\* \* \* \* \*

APPEARANCES

On Behalf of the Association: James C. Bertram, Executive Director - Coulee Region United Educators

On Behalf of the District: Steve James, Chairman of the District Bargaining Committee and James Larson, District Administrator

I. BACKGROUND

On February 25, 1986, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which would expire on June 30, 1986. Thereafter, the Parties met on four occasions in efforts to reach an accord on a new collective bargaining agreement. On May 20, 1986, the District filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On September 10, 1986, a member of the Commission's staff conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by October 13, 1986, the Parties submitted to the Investigator their final offers as well as a stipulation on matters agreed upon, and thereafter the Investigator notified the Parties that the investigation was closed; and advised the Commission that the Parties remain at impasse.

Subsequently, the Commission ordered the Parties to select a Mediator-Arbitrator. The undersigned was selected and notified of his selection December 1, 1986. The Mediator-Arbitrator met with the Parties on February 7, 1987. The dispute was not settled. However, the Parties did give each other permission to revise their final offers and, in doing so, narrowed their difference on the only issue in

dispute (salary schedule). Copies of the revised final offers are attached as Appendix A (Association) and Appendix B (District). The stipulations are attached as Appendix C.

The Arbitrator then met with the Parties for the purpose of conducting an arbitration hearing on March 16, 1987. Post hearing briefs were submitted and exchanged April 15, 1987. The following award is based on the evidence submitted by the Parties, their arguments and the relevant statutory criteria.

## II. THE FINAL OFFERS

As noted, the only issue is wages. The benchmarks under each schedule are compared to the 1985-86 benchmarks below:

	1985/86	<u>Board Offer</u>		<u>Association</u>	
		\$	% Increase	\$	% Increase
BA Base	15610	16375	765/4.90	16664	1054/6.75
BA Max	21005	21770	765/3.64	22423	1418/6.75
MA Min	16960	17725	765/4.51	18105	1145/6.75
MA Max	25335	26100	765/3.02	27045	1710/6.75
Schedule Max	26560	27325	765/2.88	28353	1793/6.75

On an average per teacher basis, the final offers are costed as follows:

	<u>Wages Only</u>		<u>Total Package</u>	
	%	\$	%	\$
Board	4.96	1107	6.01	1708
Association	8.21	1832	9.06	2574

## III. ARGUMENTS OF THE PARTIES

### A. The Board

In terms of comparables, the Board believes their selection of comparables (the athletic conference) is more "realistic" than those used by the Board. They also note the athletic conference was used as the comparable group by an Arbitrator in a previous arbitration case. Responding specifically to the Union's comparable selections, they note Altoona and Fall Creek are influenced heavily by their close proximity to Eau Claire. Additionally, Durand and Westby are considerably larger than Cochrane-Fountain City and most of the others are geographically out of the area.

Based on 1985-86 schedules in the athletic conference, they assert the package increase as proposed by the Board will rank the Cochrane-Fountain City staff within the upper one-half to one-third of the Dairyland Conference Schools at all levels. Important in this regard is their belief that the 1985-86

increases were significant especially at the top of the salary schedule. In this regard, they note that as a result of Cochrane-Fountain City having a "longevity clause" in the professional agreement contract, the actual top salaries for approximately one-half of the staff will be above that reflected on the schedule. The longevity clause states that "in addition to the (above) salary schedule, each teacher remaining at the top of his/her lane will receive the increment of that lane."

Last, they note (1) the Cochrane-Fountain City Board of Education has proposed a 1986-87 total package increase that is more closely related to the cost of living increase over the last three year period, and (2) they argue that the Association's \$2574 per teacher is excessive in view of the economic climate for the nation, Wisconsin and our general area.

B. The Association

At the outset, the Association notes there is only one settlement in the athletic conference (Gilmanton). Thus, they expand the primary set of comparables to include settled "area" schools, similar in size, within approximately a fifty-mile radius. Thus, none of these schools are any farther than the most distant athletic conference schools (Alma Center and Augusta). These schools are:

Westby	De Soto
Durand	Elk Mound
Altoona	Bangor
Mondovi	Pepin
Fall Creek	Arkansaw
Gilmanton	

Against these comparables and a secondary set of comparables, the Association analyzes the impact of the offers on the rank and historical differentials at the benchmarks. Basically, they contend the Board's offer causes deterioration in these respects.

In terms of 1986-87 settlements as reflected by the benchmarks, the following represents a composite of some of the data presented by the Association:

	<u>Area Average Benchmark Increases</u>		
	<u>1985-86 to 1986-87</u>		
	<u>Group</u>	<u>Association</u>	<u>Final Offers</u>
	<u>Average</u>		<u>Board</u>
	<u>%</u>	<u>%</u>	<u>%</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>
BA Minimum	7.0/1069	6.5/1054(-15)	4.9/765(-304)
BA Maximum	6.5/1449	6.5/1418(-31)	3.6/765(-684)
MA Minimum	7.6/1241	6.5/1145(-96)	4.5/654(-476)
MA Maximum	6.9/1748	6.5/1710(-38)	3.0/765(-983)
Schedule Max.	7.0/1836	6.5/1793(-43)	2.9/765(-1071)

Area Average Benchmarks  
(Compared to Final Offer Benchmarks)

<u>Benchmark</u>	<u>Area Average</u>	<u>Final Offers</u>	
		<u>Association</u>	<u>Board</u>
BA Minimum	16,325	16,664 (+339)	16,375 (+50)
BA Maximum	23,790	22,423 (-1367)	21,770 (-2020)
MA Minimum	17,665	18,105 (+440)	17,725 (+60)
MA Maximum	27,032	27,045 (+13)	26,100 (-932)
Schedule Max	28,142	28,353 (+211)	27,325 (-817)

They argue these comparisons, especially at the maximums, demonstrate the superiority of their offer. They do acknowledge the longevity provision in the contract. However, they point out even if longevity is added to the maximum benchmarks, the Board's offer is still shy of the average maximums without longevity. At the BA Max the Board offer including longevity is -164, -403 at the MA Max and -436 at the Schedule Max. Moreover, they note that some other area schools do have longevity provisions.

The Association also offers extensive argument on how the Board's flat \$765 across-the-board increase alters the historical internal index ratios of the benchmarks, the educational lane increments and BA/MA ratios.

Based on the analysis above, the Association contends its offer is consistent with the public interest and supports the comparability factor (d). In terms of other public sector or private sector settlements, they note neither the Board nor the Association submitted data under the provisions of this criterion. In terms of the cost of living, they question the reliability of the District's data and argue instead that the settlement pattern is most indicative of the weight to be given to the cost of living factors. Next, they suggest there is nothing in terms of total compensation which would distinguish Cochrane-Fountain City from other area schools. They note the school administrators got a 7% increase.

#### IV. OPINION

The Arbitrator is obligated to 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 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.

In applying the statutory factors--where there are a sufficient number of voluntary settlements--criteria (d) is usually given controlling weight since it is a reasonable objective indication of the approximate weight to be given to all the factors considered as a whole. However, the difficulty presented in this case is that only one of the athletic conference schools (Gilmanton) is settled for 1986-87 and it is much smaller than Cochrane-Fountain City. Thus, because of this, it cannot be relied on solely. Under these circumstances, this would be allowing the tail to wag the dog.

Since the athletic conference is generally considered the traditional comparable grouping, this creates a void for the purposes of applying criteria (d). In the face of this void, the Association looks to other area schools. On the other hand, the District looks solely at the wage relationship in the athletic conference for 1985-86 (which is for the most part not instructive as to the proper wage increase and relationship for 1986-87) and the cost of living and a sweeping reference to the economic conditions in the nation, the state and the "general area."

It is the opinion of the Arbitrator that the comparability factor cannot be ignored merely because there is no pattern in the traditional comparable group. It is necessary and appropriate to look to other schools as comparables outside the traditional group. However, they cannot necessarily be given the same controlling weight as the traditional comparables. The weight to be given to non-traditional comparables diminishes in proportion to the strengths of the inferences which can be drawn from those comparables. The validity of the inferences also depend on the facts and circumstances of each case including the relative value of the evidence on the other criteria.

In this case, the inferences to be drawn from the Association's first comparable group are reasonably strong, particularly when two schools are discounted. The remaining schools are all within a reasonable range of each other in terms of FTE, pupil enrollment, are all primarily rural in nature and all are reasonably geographically proximate. They all have normal schedules and current settlements.

When the settlement data is scrutinized, the Association's proposal to increase the salary structure is much closer to the pattern in terms of structure and the amount of an increase.

The following represents the average increases at the benchmarks for the Association's comparable group minus Arkansaw and Altoona relative to the offers:

Average Benchmark Increases

	Average		Board		Association	
	\$	%	\$ (Diff)	% (Diff)	\$ (Diff)	% (Diff)
BA Min	1036	6.7	765(-271)	4.9(-1.8)	1054(+18)	6.5(-.2)
BA Max	1362	6.2	765(-597)	3.6(-2.6)	1418(+56)	6.5(+.3)
MA Min	1231	7.4	765(-466)	4.5(-2.9)	1145(-86)	6.5(-.9)
MA Max	1694	6.6	765(-925)	3.0(-3.6)	1710(+16)	6.5(-.1)
Sched.Max	1792	6.7	765(-1027)	2.9(-3.8)	1793(+1)	6.5(-.2)

As can be seen, the increases at the benchmarks are much closer to the average under the Association's offer than the Board's.

It must also be noted that only two schools, Gilmanon and Elk Mound, structured their settlements as flat dollar amounts on the cells whereas other schools gave percentage raises on each cell resulting in relatively higher dollar increases to teachers on the upper end of the schedules. The Association's proposal is structured consistent with this norm.<sup>1</sup> This fact shows up dramatically at the salary maximums. Thus, the Board's problem is not only that overall its proposal is low but that it is structured entirely different than the general pattern creating inequities according to the consensus of settlements.

The District did direct attention to the liberal longevity provision in Cochrane-Fountain City. However, even when adding increments to the increases at the maximum, the Association is still closer to the norm. For instance, the MA (no credits) increment is \$580. When this is added to the \$765 flat increase, the total increase is \$1345 versus the average

1. Altoona should be discounted because it is immediately adjacent to the City of Eau Claire and therefore not comparable. Arkansaw should be discounted because of its much smaller size combined with the fact it appears to be in a catch-up position. This is demonstrated by the fact increases are substantially above any general pattern.

benchmark increase of \$1694--a \$345 difference. The difference is slightly more dramatic at the schedule max when the longevity increment is added to the \$765. Thus, there isn't any overwhelming mitigation in the longevity provision especially considering four others in the group of nine area schools have some form of longevity.

The above analysis shows that when analyzing the offers under criteria (d), a solid preference arises for the Association's offer. The evidence under this criteria must be then weighed against the other criteria. Under these circumstances, in spite of the fact that a traditional comparable set is not available, criteria (d) is most indicative of the reasonableness of the offers. There is no solid evidence on ability to pay or the public interest and welfare. There is only a glancing reference to the economic conditions in the state and "general area" and no evidence that the economic conditions in Cochrane-Fountain City are significantly different than those in other area schools. The cost of living data when viewed in isolation does favor the Board but generally speaking the comparables deserve more weight. As stated by Arbitrator Mueller in North Central VTAE 18070-A (1/16/81), the

" . . . more relevant reflection of this impact of inflation upon employees in a given area of the country is more accurately reflected by level of contract settlements that evolve during the period under consideration."

In summary, the statutory criteria based on the evidence in this record favors the Association's offer. This is not to suggest that their offer is per se reasonable but that it is less unreasonable than the Board's given the record before the Arbitrator.

#### Award

The final offer of the Association is adopted.



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Gil Vernon, Arbitrator

Dated this 10<sup>th</sup> day of June, 1987 at Eau Claire, Wisconsin.

APPENDIX A

SCHOOL DISTRICT OF COCHRANE-FOUNTAIN CITY  
 1986-87 TEACHER NEGOTIATIONS  
 SALARY PROPOSAL (FINAL OFFER)

EXPERIENCE STEP	LANES					
	BS 1	BS + 8 2	BS + 16 3	BS + 24 4	MA 5	MA + 12 6
1	16,375	16,675	17,000	17,350	17,725	18,125
2	16,845	17,160	17,500	17,855	18,255	18,710
3	17,315	17,645	18,000	18,360	18,785	19,295
4	17,785	18,130	18,500	18,865	19,315	19,880
5	18,255	18,615	19,000	19,370	19,845	20,465
6	18,750	19,125	19,525	19,900	20,400	21,075
7	19,245	19,635	20,050	20,430	20,955	21,685
8	19,740	20,145	20,575	20,960	21,510	22,295
9	20,235	20,655	21,100	21,490	22,065	22,905
10	20,730	21,165	<del>21,615</del> 22,175	22,020	22,620	23,515
11	21,250	21,695	<del>22,145</del> 22,575	22,575	23,200	24,150
12	21,770	22,235	<del>22,705</del> 23,130	23,130	23,780	24,885
13			<del>23,215</del> 23,685	23,685	24,360	25,420
14					24,940	26,055
15					25,520	26,690
16					26,100	27,325

SALARY

Regular  
 Extended  
 Extra-Curricular

TOTAL

1985-86

\$1,223,395  
 8,248  
 24,280

\$1,255,923

1986-87

\$1,283,905  
 8,219  
 25,530

\$1,317,654

+ 61,731 (4.92%)

FRINGE

Social Security  
 Retirement  
 Health Insurance  
 Dental Insurance  
 Life Insurance

TOTAL

\$86,327  
 148,827  
 101,894  
 -  
 6,025

\$343,073

\$90,647  
 159,831  
 106,989  
 13,875  
 5,636

\$376,978

GRAND TOTAL

\$1,598,996

\$1,694,632 + 95,636 (5.98%)



FINAL OFFER  
MAR. 10, 1987  
COCHRANE FOUNTAIN-CITY EDUCATION ASSOCIATION

Step	BA	+8	+16	+24	MA	+12
1	16664	16984	17331	17704	18105	18532
2	17165	17502	17865	18244	18671	19156
3	17667	18019	18398	18783	19236	19781
4	18169	18537	18932	19322	19802	20405
5	18671	19055	19466	19861	20368	21030
6	19199	19599	20026	20427	20960	21681
7	19727	20144	20587	20992	21553	22332
8	20256	20688	21147	21558	22145	22983
9	20784	21233	21708	22124	22738	23634
10	21313	21777	22268	22690	23330	24286
11	21868	22348	22855	23282	23949	24963
12	22423	22919	23442	23875	24569	25641
13			24029	24467	25188	26319
14					25807	26997
15					26426	27675
16					27045	28353

INITIAL FINAL OFFERS

1. All tentative agreements as initialed September 10, 1986, by the parties: the calendar and tentative agreements dated July 2, 1986, in a memo "To Whom It May Concern" signed by both parties.
2. All other language contained in the 1985-86 agreement would be carried forth except as modified by these tentative agreements and date changes as would be necessitated for the 1986-87 agreement.
3. The Association's final offer on salary schedule monies--8 percent on cell (see attached schedule).

86-87 SALARY SCHEDULE

STEP	BS	BS+8	BS+16	BS+24	MA	MA+12
1.0	16859	17183	17534	17912	18317	18749
2.0	17366	17707	18074	18457	18889	19381
3.0	17874	18230	18614	19003	19462	20012
4.0	18382	18754	19154	19548	20034	20644
5.0	18889	19278	19694	20093	20606	21276
6.0	19424	19829	20261	20666	21206	21935
7.0	19958	20380	20828	21238	21805	22594
8.0	20493	20930	21395	21811	22405	23252
9.0	21028	21481	21962	22383	23004	23911
10.0	21562	22032	22529	22955	23603	24570
11.0	22124	22610	23123	23555	24230	25256
12.0	22685	23138	23717	24154	24856	25942
13.0	---	---	24311	24754	25483	26627
14.0	---	---	---	---	26109	27313
15.0	---	---	---	---	26735	27999
16.0	---	---	---	---	27362	28685

\*\*\*\*\*  
 NUMBER OF EMPLOYEES (FTE) = 56.31  
 TOTAL PAYROLL = \$1,325,430.00  
 AVERAGE SALARY = \$23,538.10

OLD PAPER

## IMPLEMENTING DENTAL

① THE BOARD AND THE ASSOCIATION AGREE THAT THE DENTAL INSURANCE WILL BE IMPLEMENTED AS SOON AS IS PRACTICABLE. THE COST OF THE DENTAL INSURANCE FOR COSTING PURPOSES IN NEGOTIATION IS AGREED TO BE \$18,500 ANNUALLY PRO RATED TO REFLECT THE ACTUAL PERCENTAGE OF THE CONTRACT YEAR FOR WHICH THE INSURANCE IS IN EFFECT.

② CONTRACT LANGUAGE FOR DENTAL - DUPLICATE HEALTH INSURANCE LANGUAGE (page 11, para. i) SUBSTITUTING THE WORD "DENTAL" FOR THE WORD "HOSPITAL".

③ FLEX TIME - MAKE PERMANENT

John P. ...  
John P. ...  
John P. ...

TERESA E. LINDSEY  
General & Administrative  
J.F.L. 11/11

# Cochrane-Fountain City School District

**BOARD OF EDUCATION**  
Marlene Jacquart, President  
Steve James, Vice President  
Ardys Keilholtz, Clerk  
Charles Engler, Treasurer  
James Everson, Director  
Timothy Miller, Director  
Allen Schmitt, Director

P.O. Box 219  
FOUNTAIN CITY, WI 54629  
High School (608) 687-4391  
Elementary (608) 687-4171

**ADMINISTRATIVE STAFF**  
James Larson, Superintendent  
Kenneth Wald, Elementary Principal  
Ronald Douglas, High School Principal

July 2, 1986

TO WHOM IT MAY CONCERN:

We, the undersigned, being authorized representatives of the Cochrane-Fountain City Board of Education and the Cochrane-Fountain City Teachers Association, do hereby declare the following items of negotiations settled and agreed to and will therefore not be a part of the mediation-arbitration procedure.

1. The contractual agreement will be changed so that the terms "classroom teacher", "faculty member", "teaching personnel", and "teacher" will become "professional staff" and include audio-visual director, counseling and guidance personnel, librarians, and nurse.
2. Summer school benefits will be increased from the current \$30/hour - \$250/total, to \$50/hour and \$350/total.
3. Agreed to change K page 11 high school teachers to: reimbursement for an extra class assignment above the regular six academic or five academic plus one and one-half study hall assignments ... six classes and any supervision assignment would constitute an overload.
4. Agreed to pay 100% of the medical coverage for those who enter the early retirement program at the end of the 1985-86 school year.
5. The calendar for the 1986-87 school year as attached.

*Steve James*

Steve James  
Cochrane-Fountain City  
Board of Education

7/2/86  
Date

*Ronald Willadsen*

Ronald Willadsen  
Cochrane-Fountain City  
Teachers Association

7/2/86  
Date

COCHRANE-FOUNTAIN CITY COMMUNITY SCHOOL DISTRICT

1986-1987 SCHOOL CALENDAR

AUGUST

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
5				

SEPTEMBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
21				

OCTOBER

		1	2	3
6	7	8	9	10
13	14	15	<del>16</del>	<del>17</del>
20	21	22	23	24
27	28	29	30	31
21				

NOVEMBER

3	4	5	6	7
10	11	12	13	14
18	19	20	21	
24	25	26	27	<del>28</del>
16				

DECEMBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	<del>24</del>	<del>25</del>	<del>26</del>
<del>29</del>	<del>30</del>	<del>31</del>		
17				

JANUARY

			<del>31</del>	<del>1</del>
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
19				

FEBRUARY

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
19				

MARCH

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
22				

APRIL

		1	2	3
6	7	8	9	10
13	14	15	<del>16</del>	<del>17</del>
<del>20</del>	21	22	23	24
27	28	29	30	
19				

MAY

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
20				

JUNE

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Student Days	179
<input type="checkbox"/> Holidays	3
<input type="checkbox"/> Inservice Days	2
<input type="checkbox"/> Workshop Days	4
<input type="checkbox"/> P/T Conference	1

TOTAL CONTRACT DAYS 189

*[Handwritten Signature]*  
Sj

## Cochrane-Fountain City School District

P.O. Box 219

FOUNTAIN CITY, WI 54629

High School: (608) 687-4391

Elementary (608) 687-4171

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 Cochrane-Fountain City  
 Board of Education

7/2/86  
 Date

  
 Ronald Willadsen  
 Cochrane-Fountain City  
 Teachers Association

7/2/86  
 Date

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STEVE B JAMES

Steve B. James

C-FL BOARD 9/10/86

RONALD E. WILLARSEN

Ronald E. Willarsen

C-FL E.A.

9/10/86