

JUN 15 1987

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

* * * * *

*	In the Matter of the Petition	*	*
	of the		
	SCHOOL DISTRICT OF CRIVITZ		
	To Initiate Mediation-Arbitration	*	Case VII
	Between Said Petitioner and the	*	No. 36784
		*	MED/ARB-3867
	NEAR NORTH EDUCATION ASSOCIATION	*	Decision No. 24067-A

* * * * *

APPEARANCES

On Behalf of the Association: R. A. Arends, Executive Director
WEAC UniServ Council #21

On Behalf of the District: James C. Morrison, Attorney at Law
Morrison and Coggins, S. C.

I. BACKGROUND

On January 27, 1985, 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, 1985. Thereafter the Parties met on twelve occasions in efforts to reach an accord on a new collective bargaining agreement. On April 8, 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 and on May 27, 1986 and October 15, 1986, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations. On November 5, 1986, the Parties submitted to said Investigator their final offers as well as a stipulation on matters agreed upon, and thereupon the Investigator notified the Parties that the investigation was closed and advised the Commission that the Parties remain at impasse.

On November 10, 1986, the Commission ordered the Parties to select a Mediator/Arbitrator. The Parties selected the undersigned and he was appointed by the Commission on November 20, 1986.

The Parties met with the Mediator/Arbitrator on January 15, 1987 for the purpose of mediation. These efforts were unsuccessful. The Parties later exchanged evidence, waiving

their right to a hearing. Briefs and reply briefs were submitted and the final exchange took place March 18, 1987. The following award is based on the evidence, the arguments of the Parties and the relevant statutory criteria.

II. ISSUES AND FINAL OFFERS

The issues in this case relate to the following areas:

- (1) Differences in proposed calendar for 1986-87
- (2) Dental insurance language
- (3) Salary schedules for 1985-86 and 1986-87
- (4) Advanced education requirements
- (5) Tuition reimbursement
- (6) Duration

In terms of the school calendar, the Association proposes one less parent-teacher conference day as part of the calendar than the District.

In terms of dental insurance, the language in 1983-85 contract specified dollar amounts to be paid by the Employer toward a dental plan provided by "Blue Cross." The Association proposes that the new language be adjusted to reflect lower rates and that "the plan purchased shall be through a mutually agreeable carrier."

The Association proposes that employees be reimbursed up to \$60 per credit hour for tuition and related fees for continuing education. The District proposes reimbursement of \$100 per credit hour.

However, the District also proposes that all teachers including those grandfathered under DPI regulations be required to take six hours of additional education credits every five years or ultimately face termination. Presently, this requirement does not apply under DPI regulation to teachers with life licenses as of January 1, 1985. Their proposal reads as follows:

"All teachers in the District shall meet the same continuing additional education requirements as the Department of Public Instruction requires for teachers who did not possess life teaching licenses as of January 1, 1985, but in no case shall any teacher be required to take less than six credit hours of graduate instruction during any five-year period of employment by the District. For these purposes "credit hours" shall mean those that qualify for

advancement on the salary schedule, as from time-to-time negotiated.

"Any teacher failing to meet these requirements shall forfeit one step on the salary schedule, that is, shall move back one step, in the first year of such failure and shall be subject to discharge for cause after the failure to complete such credit after the second school year.

"The Board of Education may extend the time to complete this requirement in the event of a serious illness or other cause which has rendered it impossible for the teacher to complete the credits in the required period of time.

"For all purposes of interpretation hereunder, the requirements of the Department of Public Instruction shall apply, except for any procedural requirements of the Department, these shall not apply.

"All teachers completing any credit hours qualifying for salary schedule advancement shall, upon successful completion of each such credit hour, be reimbursed \$100.00 per credit hour to cover the costs incident to obtaining each such credit hour."

With respect to duration, the District proposes the contract to commence on July 1, 1985 and expire June 30, 1987. The Association proposes the contract be effective August 24, 1985 and be binding until August 23, 1987. In terms of salary schedule the following reflects the 1984-85 benchmarks and the 1985-86/1986-87 benchmarks under each of final offer.

	1984-85	1985-86		1986-87	
		A	B	A	B
BA Base	16204	16980	16475	17800	17300
BA Max	25286	26545	25900	28060	27375
MA Base	17676	18620	18475	20000	19800
MA Max	27140	28680	27900	30425	29875
Schedule Max	28434	30210	29900	32068	32375

Thus, the increases on a dollar and percentage basis at the benchmarks are as follows:

	1985-86		1986-87	
	A	B	A	B
BA Base	+776/4.8%	+271/1.7%	+820/4.8%	+825/5.0%
BA Max	+1259/5.0%	+614/2.4%	+1515/5.7%	+1475/5.7%
MA Base	+944/5.3%	+799/4.5%	+1380/7.4%	+1325/7.2%
MA Max	+1540/5.7%	+760/2.8%	+1745/6.1%	+1975/7.1%
Schedule Max	+1776/6.2%	+1466/5.2%	+1858/6.2%	+2475/8.3%

The Association's final offer on a salary-only basis cost out at approximately 6.0/1918 per teacher in the first year and 5.95/\$2000 teacher the second year. The Board's final offer cost out at 3.5/1356 and 6.4%/2093 per teacher.

III. ARGUMENTS OF THE PARTIES

A. The Association

At the outset the Association sets forth the groups it believes should be used for comparability purposes. They believe the United States, the State of Wisconsin, CESA #8 and Crivitz Area Schools should be used as comparables. The last group includes Coleman, Pembine, Gillett, Suring, Peshtigo, Marinette, Niagara, Lena and Wausaukee. They believe these schools to be a more valid indicator since the M&O athletic conference is small and few schools are settled in this grouping for the school year 1986-87.

Regarding the salary schedule issue, the Association analyzes the final offer a number of different ways and concludes any way you cut it, the Board's final offer benchmark increases for 1985-86 are not supported by either Parties' comparable group. The Board's 1985-86 schedule has a disparate effect on every benchmark in the schedule. In terms of the second year they acknowledge the Board is closer to the norm but they submit this doesn't make up for the insufficiency of the first year offer. They also believe their final offer is supported by comparison to its other comparable groups. Last, they note that the projected payroll difference between the Board final offer and Association final offer is \$34540 for 1985-86 and \$29240 for 1986-87. Based on this they calculate that the difference between the parties' wage offers should only increase each average taxpaying unit's assessment by a mere \$1.24 for 1985-86. For 1986-87, the amount calculates to \$1.06.

Next they address their proposal to change the school calendar by reducing the number of parent-teacher days from 4 to 3. First, they note this is really not the reduction of a full day, but since parent-teacher conferences are four hours long in the evening, it is a reduction of four hours per year of after-school assignment time. They believe this is justified in their opinion for a number of reasons including comparisons to calendars in CESA #8 schools and Crivitz area schools. In the later case, Crivitz has more hours of parent-teacher conferences scheduled than any other school. The average number of hours scheduled in other schools is 10.3 while Crivitz is scheduled annually for 16 hours. Under their offer, Crivitz will still be 1.7 hours over average. In terms of CESA #8 schools it has the same Christmas schedule as most but has among the fewest days scheduled for spring break. They also note the Board has changed the January 16 inservice for all staff to later in the year. One half of this day had been used in the past to put marks on report cards and do budget preparation work for the

next year. However, with the Board's new day, the opportunity to perform these tasks will be taken away.

In terms of the Board's proposal to require advanced educational credits by all members they note that this issue has been raised by the Board and therefore is their burden to justify. This is a burden they don't think the Board can support. They assert the District has entered no evidence of problems in keeping these teachers current. In fact, examination of the scattergram shows that a large majority of the Crivitz staff have taken advanced coursework. Thus, they assert the District has proven absolutely no compelling reason to railroad such a ridiculous proposal on this staff. Moreover, this proposal is unique and totally unsupported by comparability and is not in the public interest. In this regard, it is contrary to the DPI decision only to apply advance credits from employees entering the profession after 1985. Moreover, the Board's proposal in another respect goes beyond the DPI regulations in that it requires college courses whereas the DPI allows equivalency substitutions.

The Association believes their tuition reimbursement proposal is justified by the comparables. Five of the area schools pay for tuition at an average of 62 dollars per credit hour. They also believe this is a start toward the results the District seems to be trying to achieve with their advance educational requirement.

The remaining issues addressed by the Association are the dental language and the duration clause. They don't believe the dental language change they propose has great impact. On the other hand, they question the Board's change in the terminal dates of the contract and removal of language denoting the "binding" nature of the contract.

B. The District

Generally speaking, the Board believes the education advancement of its teachers is the most important issue in this case. In this respect, they have proposed a substantial tuition reimbursement incentive and they have proposed to increase the differential between lanes from two hundred ninety-four and no/100 (\$294.00) to four hundred and no/100 (\$400.00) in the first year of the contract and five hundred and no/100 (\$500.00) in the second year. This is in addition to the mandatory education requirement. In contrast, the Union asks for more money on top of their first place salaries while proposing to do less work and asking for other changes in the agreement (dental insurance) without offering a quid pro quo. Moreover, all the Union's increases go to step increases rather than lane changes.

In terms of salary comparisons the District looks toward the M&O athletic conference. They assert that the Crivitz teachers under the Board's offer will continue to rank at the

top or near the top at every single bench mark and maintain healthy positive differentials as they have for several years. These increases also exceed the cost of living as well. They also note that in addition to competitive salaries the Board's offer provides for an actual decrease in work effort by the elimination of sixteen hours (two days) of the individual in-service requirement, in recognition by the Board that the continuing education requirement will make some new time demands upon teachers.

In terms of their proposed mandatory educational requirement they note it is necessary since over 20% of Crivitz teachers have only the barest minimum BA degree while an additional 23.2% and 22.4% respectfully have only 6 or 12 credits beyond the barest minimum. Thus, 64% of all Crivitz teachers fall in the first three lanes. Moreover, most of this group are experienced teachers with 10 years or more experience. This is why they have fashioned their proposal along with the \$100 per hour tuition reimbursement.

IV. OPINION AND DISCUSSION

The two issues of significant impact in this case are the salary schedule proposal and the employer's demand for mandatory educational advancement along with the proposals for tuition reimbursement. The other proposals, in the Arbitrator's opinion, are not, relatively speaking, as important as the main issues and should not have any decisive weight.

On the salary schedule issue the Arbitrator believes the athletic conference to be the most appropriate comparable group. Based on this the evidence shows that the increases proposed under the Association's offer are closer to the general pattern than the District's for the two-year period in question. In fact, the increases at the benchmarks under the Association's offer in several instances is less than the average. This supports its reasonableness as does the fact that this has the effect of bringing some very healthy positive wage level differentials more in line with the norm.

First, the following data taken from the Employer brief shows that there is some need for moderation in the wage levels at the benchmarks:

BENCHMARK COMPARISON 1984-85

<u>Benchmark</u>	<u>Crivitz</u>	<u>Average</u>	<u>Diff</u>
BA Base	16204	14616	+1588
BA Max	25286	22,753	+2533
MA	17676	15,979	+1697
MA Max	27140	25,427	+1713
Schedule Max	28434	26,438	+1996

Next, the following demonstrates the fact that ~~the~~ benchmark increases under the Association offer are closer to the norm and in all cases less than the norm over the two year period, thus addressing the need for moderation in the rates:

Total Average Benchmark Increase for 1984-85 to
1985-86 and 1985-86 to 1986-87 under Final Offer
Versus Average in Athletic Conference

<u>Benchmark</u>	<u>Average</u>	<u>Board/Diff</u>	<u>Association/Diff</u>
BA Min	2148	1096/-1052	1596/-552
BA Max	2869	2089/-780	2774/-95
MA Min	2585	2124/-461	2324/-261
MA Max*	3544	2735/-809	3285/-259
Schedule Max*	3752	3941/+189	3634/-118

*Doesn't include Peshtigo which is too far outside the pattern to be valid

This obviously supports the reasonableness of the Association's offer.

The other major issue is the Employer's proposal for mandatory educational advancement. It is the conclusion of the Arbitrator that the Employer has not demonstrated compelling enough need or support in the statutory criteria for this proposal.

The Arbitrator is convinced that there is a disproportionate number of teachers in the first three BA lanes and that there is a need for incentives to be built into this contract. However, he is not convinced that a punitive approach which goes beyond Department of Public Instruction requirements for teachers with lifetime licenses is needed or justified at this time. This approach is better reserved as a last resort.

The more reasonable approach would be to (1) allow time for more traditional incentives, such as the tuition reimbursement, which will come into effect under either offer to work and (2) to attempt to negotiate other more traditional incentives such as staggering the top steps of the schedule similar to Suring, Coleman and Lena. Another significant factor is that none of the statutory criteria supports their proposal at this time. For instance, the proposal is wholly unsupported in the comparables.

In summary, the Employer's final offer is less reasonable on the two major issues--salary and educational credits.

AWARD

The final offer of the Association is adopted.



Gil Vernon, Arbitrator

Dated this 25th day of May, 1987 at Eau Claire, Wisconsin.