

SEP 29 1987

BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the matter of the Arbitration	:	
of an Impasse Between	:	
	:	
HORTONVILLE SCHOOL DISTRICT	:	
	:	
and	:	Decision No. 24395-A
	:	
HORTONVILLE ASSOCIATION OF TEACHERS	:	

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Appearances:

Herrling, Swain & Dyer, Attorneys-at-Law, by Mr. John S. Williamson, Jr.,  
for the Association.

Mr. William G. Bracken, Director, Employee Relations, Wisconsin  
Association of School Boards, Inc., for the District.

ARBITRATION AWARD

The undersigned Mediator-Arbitrator was selected by the above-captioned parties and appointed by the Wisconsin Employment Relations Commission pursuant to Sections 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act to mediate certain issues in dispute between said parties; and, if such mediation failed to resolve the impasse over said issues, to issue a final and binding award to resolve the impasse by selecting the total final offer of one of said parties. (Case 15, No. 36946, MED/ARB-3889, Decision No. 24395-A, April 27, 1987.)

Mediation was conducted in Hortonville, Wisconsin on June 29, 1987. The impasse existing between the parties was not resolved.

An arbitration hearing was also held on June 29, 1987 at the same location. No transcript was made. Briefs were exchanged on August 13, 1987.

The collective bargaining unit in this case consists of: Persons certified and employed as full time teachers, librarians, and counselors; but excluding all other persons such as administrators, principals, supervisors,

psychologists, nurses, and social workers. This unit includes approximately 89 employees.

The parties' impasse is in their collective bargaining for an agreement to cover the 1986-1987 school year.

THE FINAL OFFERS:

The only item remaining at impasse between the parties is the salary schedule. Both parties propose a schedule consisting of four educational attainment columns specifying the levels of BS, BS +15 credits, MS and MS + 15 credits. Both also propose that each column reflect tenure of from one to seventeen years, inclusive. This structure was also adopted in 1984-1985 and 1985-1986.

The Association proposes a base salary rate of \$16,294.00, whereas the District proposes a base salary of \$15,981.00.

The parties agree that the 1985-1986 salary cost to be used as a baseline in this case is \$1,858,243.00; that the District's proposal represents an increase of \$128,631.00 or 6.92%; and that the Association's proposal represents an increase of \$168,659 (\$40,028.00 more), or 9.07%.

THE ASSOCIATION'S POSITION:

The Association urges as its initial premise that "contrary to the conventional wisdom of (the Arbitrator's) peers and the form of the Association's proposal, the larger sum of money a teacher receives as he or she gains another year's teaching experience is not a pay increase". It makes an identical contention respecting the larger amount received due to greater educational attainment. Thus, according to the Association only increases to the various cells of the schedule constitute material improvements.

The Association compares the District to the other districts of its athletic conference which are: Berlin, Little Chute, Omro, Ripon, Waupaca, Wautoma, and Winneconne, plus the contiguous districts of Freedom, Shiocton, and New London. It would not compare with the Neenah and Appleton districts which it characterizes as too much larger and wealthier.

The Association focuses on the BA column, and especially on the seventh step of the BA column, in making its comparisons on the ground that, of the approximately 89 teachers, 64 are in that column and 51 of them had seven or more years of experience in 1986-1987. In its brief it examines the 1981-1982 through 1985-1986 period and states,

"In the conference, the figures for the BA base show a drop from 3rd to 6th; the figures for the BA 7th step show a drop from 2nd to 7th. In the relative geographic area, the figures for BA base show a drop from 4th to tied for 7th; in the figures for the BA 7th step, a drop from 3rd to 10th. Thus, in both the conference and the relative geographic area, the salaries of Hortonville teachers at the BA base went from the top half to the bottom half; in the BA 7th step, from close to the top to close to the bottom. With regard to the State, the relative drop declines are equally dramatic and equally precipitous. In the BA base the salary of Hortonville teachers dropped from 102nd to 272nd. At BA step 7, from 142nd to 310th. Thus, at the Bachelor level steps, Hortonville teachers salaries, which in 1981-82 were above the State average, had in 1985-86 dropped far below it."

The Association asserts that this decline does not correspond to any change in the quantity or quality of the teachers' work, or the in District's

financial capacity. Neither does the evidence disclose that in 1981-86 these teachers were overpaid, it contends.

THE DISTRICT'S POSITION:

The District contends that the appropriate universe for comparison is its athletic conference and notes that only one member -- Little Chute -- had a settled 1986-1987 salary schedule when the record was closed in this case. Therefore, it argues, "the major emphasis in this case must rest on the economic and political environment that affects the outcome of collective bargaining." It also urges that rather than expanding the comparison universe to the entire State, the Arbitrator should emphasize other "factors" provided by the Municipal Employment Relations Act as criteria in such cases, for example the rate of increase of the cost-of-living and private sector wage increase rates.

In response to the Association's position, the District emphasizes, respecting the BA column which includes the great majority of the unit members, that the maximum rate in this column for 1985-1986 was higher than in any other district in its conference.

ANALYSIS

The Arbitrator rejects much of the argument presented in this case and would emphasize that whereas one of the final offers must be adopted, the same is not true of the briefs.

As the Employer stresses, this case lacks a compelling pool of comparables. The athletic conference is conventional, but its members are almost entirely unsettled. The Association's favored grouping seems somewhat selected for advocacy purposes, and also suffers from a lack of settlements.

The Association's emphasis upon the slippage of this unit over recent years is impressive, and the undersigned is not willing to adopt the District's contentions that "the perceived imbalances in the bargains that have preceded 1986-87" should not be addressed, or that the rate of wage increases is a superior consideration to the level of wage rates.

Further, the general observations respecting economic and political dynamics asserted by the District seem, in large measure, either unattributable to facts in evidence, or legitimate matters of opinion not to be mistaken for facts.

The District's position is persuasive, however, when it urges that a 9% increase is conspicuously high in relation to settlements in general, in any sector, especially given the current low rate of climb in the cost-of-living and inflation. It also makes the point that the data in evidence do not reveal the extent to which either final offer will address the recent slippage that the Association stresses. On the other hand, the clustering of unit members in the BA column and their pattern of moving toward the maximum rate in that column, which has been a comparatively high rate, suggest that the degree of "correction" proposed by the Association is excessive.

AWARD

On the basis of the foregoing, and the record as a whole, it is the decision and award of the undersigned Arbitrator, that the final offer of the District should be, and hereby is, adopted.

Signed at Madison, Wisconsin the 26<sup>th</sup> day of September, 1987.



Howard S. Bellman  
Arbitrator