

DEC 15 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE MEDIATOR-ARBITRATOR

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In the Matter of the Arbitration	:	
of an Impasse Between	:	
UNITY SCHOOL DISTRICT	:	Decision No. 24590-A
and	:	
NORTHWEST UNITED EDUCATORS	:	

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Appearances:

Mulcahy & Wherry, Attorneys-at-Law, by Ms. Kathryn J. Prens, for the Municipal Employer.  
Michael J. Burke, Executive Director, for the Labor Organization.

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 16, No. 38570, MED/ARB-4360, Decision No. 24590-A, July 13, 1987.)

Mediation was conducted in Balsam Lake, Wisconsin, on August 13, 1987. The impasse existing between the parties was not resolved.

An arbitration hearing was also held on August 13, 1987, at the same location. No transcript was made. Final briefs were exchanged on October 20, 1987.

The collective bargaining unit in this case consists of: all full-time and regular part-time certified teaching personnel and certified personnel who are directly supportive of the education function; but excluding substitute teachers, aides, intern teachers, para-professional personnel, supervisors, managerial employees, confidential employees and all other employees. The number of personnel in this unit equals 66.4 "full-time equivalencies".

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

THE FINAL OFFERS:

The offer of the Northwest United Educators (NUE) is as follows, in material part.

- "2. Article XXI - Insurance. Revise as follows:
  - A. For the period July 1, 1986, to and through June 30, 1987, the District shall pay up to \$204.60 per month for family coverage and up to \$80.38 per month for single coverage for health, dental and vision insurance. The Association designates carrier and coverage.
3. Appendix A - 1986-87 Salary Schedule: Adjust all salary schedule rates by 6.5 percent per cell (see attached schedule).
4. Appendix B - Extra-Curricular Duties Payment Schedule 1986-87: Adjust all rates by 6.5 percent."

The District's offer is as follows:

- "2. ARTICLE XXI - INSURANCE  
Section A: Increase the dollar amounts to \$199.80 per month for the family plan and \$80.38 per month for the single plan.
3. APPENDIX A  
Increase all cells by 4% per cell.
4. APPENDIX B  
Increase all wage rates by 4%."

The parties are not in material conflict over the costs of their proposals. The District's offer is calculated to be a 5.81% increase on wages, or \$1329.00 per teacher on average; and a 5.21% increase overall, or \$1613.00 per teacher on average. The NUE offer is calculated to be a 8.35% increase on wages, or \$1911.00 per teacher on average; and a 7.71% increase overall, or \$2390.00 per teacher on average. On this basis the offers are approximately \$51,000

apart overall, and approximately \$39,000 apart on wages only.

The District is a member of the Upper St. Croix Valley Athletic Conference which also includes the following districts: Frederic, Grantsburg, Luck, Osceola, St. Croix Falls, Somerset and Webster. At the time of the instant hearing two of those other districts had settled agreements, Grantsburg and Webster. Webster's salary terms, however, are difficult to compare because they incorporate a "merit pay" factor. After the hearing and before the record closed herein arbitration awards were issued in cases covering the Luck and Frederic districts.

This context raises questions respecting appropriate comparisons to be applied in this case. In the conference, which is a conventional and persuasive universe for comparison, there are only three readily comparable districts. On the other hand in the pertinent CESA, i.e. CESA 11, many of the districts are questionable indicators due to varying demographics, size, geographic distance, and other factors.

The Employer argues in favor of the conference, and NUE contends that comparison to either the conference or the CESA supports its position. On this basis the undersigned has placed the greatest weight on the settled conference districts, particularly Frederic, Luck and Grantsburg. (It is noteworthy that all of these districts settled by operation of awards, although in one case a consent award was issued.)

NUE argues that while the 8.35% increase that it proposes "is slightly above the conference average in percent and dollar increases, the Board's final offer (of a 5.81% increase) is again drastically below the conference pattern." NUE calculates the Webster settlement to yield an 8.5% average wage increase, and the Frederic, Luck and Grantsburg awards to provide a 6.2% average increase.

The Employer emphasizes that "for the last five years Unity teachers have been paid some of the highest salaries in the Conference", and argues that "Unity is not in a catch-up situation".

The data indicate that the NUE offer places the Unity teachers above the Frederic teachers at all of the benchmark cells, whereas the Board offer falls beneath Frederic at three MA benchmarks. The NUE offer is higher at all benchmarks as compared to the Grantsburg award also, whereas the Board offer is lower at the schedule maximum point. Respecting Luck, again the NUE offer is higher at all benchmarks, and the Board offer is lower at MA + 10 and at the schedule maximum.

Studying these data the Mediator-Arbitrator is more impressed, in general, with the wage rates stressed by the Board than the percentage increases which NUE favors; and more particularly that those comparisons where the Board's offer is lower indicate mainly relatively small differences, while those comparisons where the NUE's offer is higher are generally large differences. Thus, it would appear that the NUE offer not only highly values the unit's "leadership" position, but would extend it in terms of wage levels. There is no persuasive basis for this extension, in the view of the undersigned, and this weighs in favor of the Employer offer, on balance.

Regarding the extra-curricular duties payment schedule, the absence of argumentation by either party implies a shared understanding that the increase in this schedule should simply match the increase in the principal salary schedule.

In the 1985-1986 agreement to which the parties' offers refer Article XXI, Section A provided that the District would "pay up to \$195 per month for family coverage and up to \$78 per month for single coverage for health, dental and vision insurance". This amounted to payment of the total premium by the Employer.

The NUE offer would extend the Employer's health insurance obligation to cover the total family premium rate for 1986-1987. The District's offer would increase its obligation by half of the increase in that premium.

The NUE contends that the Employer is proposing "a change in the status quo, (which) is also inconsistent with every other school district in the Upper St. Croix Valley Athletic Conference." The underlying assertion of this analysis is that in fact this district and the others have paid the full family plan premium whether the relevant labor agreement terms have, as in this case, specified dollar amounts, or explicitly required full Employer payment regardless of dollar amounts.

The Employer, on the other hand, emphasizes that it offers vision coverage unlike some conference districts; that its offer is comparable to the premiums paid by other conference districts; and that "the only reasonable expectation that the teachers could hold . . . would be that the amount is subject to the negotiations for each successor contract."

The undersigned is especially impressed by the latter point. That is, the NUE position interprets the previous payment of the full premium amount as based on an agreement to do so per se, rather than an agreement which specified a

dollar amount equal to the full amount. It would be naive to assume that this was coincidence, but it also should not be unrecognized that ordinarily specific bargaining is necessary to achieve an agreement of employer payment of the full amount. The Mediator-Arbitrator would not support the indirect achievement of such terms because they are of major importance over the longer run to all concerned.

It is also not unimportant that, as the Employer notes, under the past agreement as well as the agreement pertinent herein, the NUE designates both the insurance carrier and the policy. Thus, an employer obligation to pay the full amount of the premium without regard to the specific amount would provide a material uncontrolled cost to the employer.

AWARD

On the basis of the foregoing and the record as a whole, it is the decision and Award of the undersigned Mediator-Arbitrator, that the final offer of the Municipal Employer should be, and hereby is, adopted.

Signed at Madison, Wisconsin, this 11th day of December, 1987.



Howard S. Bellman  
Mediator-Arbitrator