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STATE OF WISCONSIN

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

\* \* \* \* \*  
\* In the Matter of Interest Arbitration \*  
\* between \*  
\* STEVENS POINT AREA \* Case No. 49 \*  
\* PUBLIC SCHOOL DISTRICT \* No. 40782 \*  
\* and \* INT/ARB-4957 \*  
\* STEVENS POINT AREA \* Decision No. 25769-A \*  
\* EDUCATION ASSOCIATION \*  
\* \* \* \* \*

APPEARANCES

On Behalf of the District: Dean R. Dietrich, Attorney -  
Mulcahy & Wherry, S.C.

On Behalf of the Association: David W. Hanneman, Executive  
Director - Central Wisconsin  
UniServ Council-South

I. BACKGROUND

On March 8, 1988, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on June 30, 1988. Thereafter the Parties met on four occasions in efforts to reach an accord on a new collective bargaining agreement. On June 23, 1988, the District filed the instant petition requesting that the Commission initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On September 8 and October 3, 1988, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by October 13, 1988, the Parties submitted to the Investigator their final offers, written positions regarding non-authorization of inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted by the Commission, as well as a stipulation on matters agreed upon. On November 16, 1988, the Investigator notified the Parties that the investigation was closed and advised the Commission that the Parties remain at impasse.

On November 28, 1988 the Parties were ordered by the Commission to select an Arbitrator. The undersigned was selected and the Commission ordered his appointment on December 19, 1988.

A hearing was held on April 26, 1988. Post hearing briefs and reply briefs were filed. The final exchange was completed June 8, 1989.

## II. ISSUES AND FINAL OFFERS

The only issues before the Arbitrator are the salary schedule increase for 1988-89 and 1989-90, the increase for hourly rates, the increase for extra-curricular rate (appendix B), and the increase for special compensation (Article 13 C.1 and C.2).

The Association's final offer is as follows:

### "Appendix A Salary Schedule

1988-89 (increase each cell of the salary schedule by 3.2%)  
1989-90 (increase each cell of the salary schedule by 3.3%)

line 15 (increase hourly rate same % as general salary increase)

### Appendix B:

For 1988-89, 1989-90 the Appendix B salaries will be increased by the same percentage as the total negotiated salary increase for teachers.

Article 13 C.1 and 13 C.2: (Increase 1987-88 dollar amounts by the same percentage as the total negotiated salary increase for teachers for each of the two years.)"

The District proposes to increase Appendix B rates and Article 13 rates by 5.75% and 5.5% in 1988-89 and 1989-90 respectively. They propose a salary schedule in 1988-89 which is 2.59% greater in each cell as the schedule in 1987-88. Their proposed 1989-90 schedule is 2.98% greater per cell than their 1988-89 schedule.

According to the District's costing, which includes extra-curriculars, the average per teacher increase under the offers is as follows:

|                  | <u>Board</u>   |                | <u>Association</u> |                |
|------------------|----------------|----------------|--------------------|----------------|
|                  | <u>1988-89</u> | <u>1989-90</u> | <u>1988-89</u>     | <u>1988-90</u> |
| Wages only %     | 5.78%          | 5.47%          | 6.4%               | 5.80%          |
| Wage only \$     | \$1840         | \$1843         | \$2040             | \$1965         |
| Total package %  | 6.29%          | 6.00%          | .88%               | 6.31%          |
| Total package \$ | \$2544         | \$2581         | \$2784             | \$2728         |

The Association costs their wages only offer without extra-curriculars. Their 1988-89 offer is 6.4% or \$1978 per teacher and their 1989-90 offer is 5.8% or \$1905. Their estimate of the Board offer is 5.78% or \$1784 in 1988-89 and \$1787 or 5.4% in 1989-90.

### III. ARGUMENTS OF THE PARTIES (SUMMARY)

#### A. The District

The first issue addressed by the District is the matter of comparables. The Board has selected the Wisconsin Valley Conference. These Districts include Antigo, D. C. Everest, Marshfield, Merrill, Rhinelander, Wausau and Wisconsin Rapids. In contrast, the Association has chosen to use the comparable pool selected by this Arbitrator in 1986 and confirmed by Arbitrator Kerkman in 1988 in the Wausau School District decisions. The Association's comparable districts are: Eau Claire, Sheboygan, La Crosse, Oshkosh, Fond du Lac, Stevens Point, Wisconsin Rapids, Wausau, Beloit, Janesville and Appleton.

The Board believes its comparables group to be more reasonable since it is consistent with a previous arbitration between the Parties. In 1984 Arbitrator Krinsky ruled that the Athletic Conference, with special emphasis on Wausau and Wisconsin Rapids, was the appropriate group for comparison purposes. They believe this precedent ought to stand and suggest that there are only two valid reasons why an Arbitrator would choose to deviate from an established comparable pool. First, if there were no settlement in the comparable pool and second, if the economic climate or the geographic make-up of the school district had in some way changed. They argue neither one of these has occurred. They also note that arbitration awards in other Valley Conference Schools support the Board's selection of comparable districts.

As for the Association's selection of comparables, the District argues it is not supported by the evidence presented. Looking at the decision in Wausau the District notes that a statewide pool was selected because the Wausau School District was the largest school district in the Wisconsin Valley Conference. This reasoning does not apply here because the Stevens Point School District is not the largest district in the conference.

In evaluating the offers, the District first argues that their offer is more reasonable since it exceeds the settlement pattern in the comparables for each year at issue. In addition, they note the settlements in Stevens Point in the last three years have exceeded the conference average. As for 1988-89, all the conference schools were settled at an average of \$1841/6.36%. Three schools are settled for 1989-90 at an average of \$1876 or 5.9%. They maintain that the Association's 1988-89 offer is excessive and unreasonable since it exceeds the pattern by so much (\$199). Furthermore, the Association's offer for the 1989-90 school year already surpasses the settlements of three school districts that are settled in 1989-90.

The Board also analyzes the offers on the basis of benchmarks. After presenting charts which show Stevens Point relative to all of the Athletic Conference schools in 1987-88 and under the offers they conclude the following: (1) that overall the 1988-89 Stevens Point Board proposal provides compensation well above the average. (2) At one benchmark where their relative position is not up to the average (BA Min) there are no teachers and at the other (BA Max) there are only 1.2 FTE and both the Board and the Association do not meet the average comparable salary. (3) That since the Stevens Point salary schedule has only ten steps, the amount of money on the schedule is concentrated in a smaller region and, therefore, teachers receive higher salaries and can reach the maximum lanes faster. (4) The 1988-89 scattergram reveals that 327.75 FTE teachers or 76.2% out of a total of 429.9 FTE teachers have seven or more years of experience. This is significant that there is a bigger gap between Stevens Point and other schools after this point. (5) 68.5% of the teachers are at step 7 through 10 BA + 24 through MA +36. This is significant since it is at these benchmarks that the Stevens Point salaries are above average. (6) At ten out of eleven benchmarks, the Board is \$+818 to \$4,052 above the salaries received by the comparables. (7) Teachers advance horizontally faster than other districts.

The District also believes its total compensation package is most preferable. They contend that the level of fringe benefits provided by the District is clearly in line or above the level of benefits provided by comparable districts. Moreover, the four year total compensation increases in Stevens Point, according to their calculations, exceeds those in the comparables.

The District also believes that the interests and welfare of the public are better served by acceptance of the Board's offer. It would take an additional \$166,000 to fund the Association's offer. In their opinion, the Association's offer will continue a rather disturbing trend which developed over the term of the prior three-year agreement. Moreover, the entire cost of the prior agreement was funded substantially by

increases in the taxes on District residents. The taxpayers of the District have experienced a 68% tax increase since 1981-82, as compared to a mere 17% increase in the equalized value.

Also, it is a concern of theirs that fewer dollars are being spent on facilities, operations and maintenance. For instance, for 1988-89 the total salaries in the budget are predicted to go up 9.1%; the total operations, maintenance and facilities are predicted to go up by only 0.1%; and the total budget expenditures are predicted to go up 7.6%.

The Board also draws the Arbitrator's attention to the fact that the Board's final offer surpasses increases received by other public sector employees. For instance, the 1988 and 1989 increases for professionals in the City of Stevens Point and Portage County are generally less than the Board's offer. Moreover, the Board's final offer will provide Stevens Point teachers with a maximum salary in excess of between \$9,000 - 12,000 beyond the maximum salaries received by the City of Stevens Point and Portage County professional employees.

The Board believes their offer is also preferable relative to the CPI. This assertion is based on an analysis of the current offers and past increases. For example, between 1980-81 and 1988-89 the teachers salary went up 77% and the CPI only went up 48%.

The District also states that even if statewide comparables are used, the Stevens Point School District teachers are compensated well above the statewide school district average and rank in the top 15 out of 149 school districts in the 715 and 414 area codes. Last, the District believes that not only does the Stevens Point School District final offer surpass that of the external comparables, but also the internal comparables.

#### B. The Association

For comparison purposes, the Association believes the primary group should be the schools statewide which are in the same size category as Stevens Point. They base this on two recent arbitration cases from another school district in Central Wisconsin. For instance, Arbitrator Kerkman, in the most recent Wausau School District case, utilized the same schools that are employed by the Association. Moreover, this is the same group of schools which the instant Arbitrator used in Wausau for the 1985-87 Agreement. The Wausau District argued that the Wisconsin Valley Athletic Conference should be the primary comparable group. This was rejected by Arbitrator Kerkman and for the same reasons that Arbitrator Kerkman relied on in Wausau, it must be rejected by the instant Arbitrator in the instant matter. This is because Wausau and Stevens Point, as well as Wisconsin Rapids, are significantly bigger than the

other schools in the Athletic Conference. In contrast, the school districts in the Stevens Point Comparability Group are a good cross-section of schools in Wisconsin which are approximately the same size. Even Arbitrator Krinsky differentiated Stevens Point from the rest of the Athletic Conference. Further, they believe it is extremely important to note that the decision of Arbitrator Krinsky was rendered under the MED/ARB statute and in the interim, the legislature has changed the law and expanded the comparability beyond the Athletic Conference which had become rather a standard group for comparison under the MED/ARB statute. Additionally, they submit that for secondary comparability purposes all school statewide should be utilized.

The Association contends that their per cell proposal is more reasonable because it is more consistent with the per cell increase in the other schools in their comparability group. The data shows that other districts have adjusted the cells in a range from about 4.5% to 5.7% with the least adjustment occurring in Beloit, and the greatest adjustment occurring in Wisconsin Rapids. The average of the average cell adjustments for the nine districts is about 5.16%. Thus, the variance between these districts and the Association's offer is about 1.96% and the variance between these districts and the District's offer is 2.57%. Obviously, the Association's offer is closer to the average. Much the same is true for schools statewide.

It is also argued that the benchpoint data supports the Association's position. The actual dollar differences are important as well. For 1987-88, the Association's data shows that Stevens Point was average at the BA base, slightly less than average at the BA Max., in the upper quartile at the MA Minimum, significantly less than average at the MA Max., and ranked number one at the Scheduled Max. For 1988-89, by the Association's offer, there is a substantial decline in the position at the BA, maintenance of position at the BA Max., a decline in the position at the MA Minimum, maintenance of position at the MA Max., and a decline in the position at the Scheduled Max. The District's offer being less than that of the Association lowers the position at the BA Minimum and MA Minimum, and creates the same relative position at the BA Max., MA Max., and Scheduled Max. The changes in the negative by the Association offer are as follows: BA \$-304 (-323 to -627= -304), BA Max. \$-423, MA Minimum \$-207, MA Max., \$-643, Scheduled Max., \$-717. The changes by the District's offer are as follows: BA \$-416 (-323 to -739=-416), BA Max. \$-589, MA \$-342, MA Max., \$-843, Scheduled Max., \$-956. Thus, it is clear that the District's offer is substantially off the mark and is more than \$100 too low at every benchmark as compared to the Association's offer which already has been shown to be lower relative to the rest of the group when the comparison is made to the 1987-88

year. They also demonstrate this result with an analysis which subtracts the actual benchmark in the other schools from the benchmark in Stevens Point by dividing the benchmark in Stevens Point by the benchmark from each other school.

Next, it is asserted that the offer of the Association is a superior offer when dollars per teacher and percent increase in wages are examined. The offer of the Association for 1988-89, is \$1,978/FTE, or 6.4% in wages. The offer of the District is \$1,785/FTE, or 5.78% in wages. The average for 1988-89 is \$1,984/FTE, or 6.50% in wages. Thus, the offer of the Association is \$6/FTE, and 0.1% below the average of these settled schools. The offer of the District is \$199/FTE, or 0.72% below the average. They also argue that not only is the offer of the Association clearly superior when \$/FTE and percentile in wages are examined, but this data is supported by the average salary data which is in the record.

The Association also isolates some comparisons to Wisconsin Rapids and Wausau. They set forth the overall average benchmark differentials for 1985-86, 1986-87 and 1987-88. On average the five benchmarks in Stevens Point were \$1262.30 ahead of Wausau and Wisconsin Rapids. Yet, under the offer of the Association and that of the District for 1988-89, we see that the offer of the Association is only \$594.60 ahead in the benchmark average. Thus, the Association's offer is \$667.70 less than the three-year average on the benchmark average. The District's offer produced only a \$424.20 advantage on the benchmark average. Thus, the District's offer is \$838.10 less than the three-year average on the benchmark average, and 0.03312 less on the ratio.

They also look at benchmark rank. They note that in 1985-86, Stevens Point led at every benchmark and was tied with Wisconsin Rapids at the BA Minimum. In 1986-87, the second year of the most recent three-year voluntary agreement, Stevens Point led at every benchmark except the MA Maximum. In 1987-88, the final year of the most recent three-year voluntary agreement, Stevens Point led at every benchmark except the MA Maximum. In 1988-89, the BA Minimum in Stevens Point is ranked number 3, the BA Maximum in Stevens Point is ranked number 2, and the MA Maximum in Stevens Point is ranked number 3. The number 1 position is retained at the MA and Scheduled Max. The ranking for the District is identical to the Association ranking in that the District offer was not quite low enough at several benchmarks to lower its position by one. However, it's a different matter when we examine \$/FTE and % in wages. Here we see that the average \$/FTE in Wausau and Wisconsin Rapids is \$1949.50 for 1988-89. Thus, the Association offer of \$1978 would be ranked number 2, and is \$28.50 higher than the average. The District offer of \$1785 is ranked number 3 and is \$164.50 below the average of Wausau and Wisconsin Rapids. On percent in wages, the average for Wausau, and Wisconsin Rapids is 6.42% in

1988-89. Thus, the offer of the Association which is 6.40% is ranked number 2 and is 0.02% below the average. The offer of the District which is 5.78% is ranked number 3 and is 0.64% below the average. A similar result occurs in the second year of the contract.

The Association next discusses in detail the 1985-88 negotiations. They believe this to be the best indicator of where the District and the Association feel teachers' salaries should be as compared to teachers' salaries in other districts. In short, they argue the relative position of the teachers as a result of these negotiations should be maintained.

The Association makes a host of other arguments that relate basically to the interest and welfare of the public. For instance, they note there is no inability to pay argument made. In fact, they argue that comparison data clearly shows that the District can well afford the offer of the Association. They detail this argument in their brief. They also look at the four major economic groups in the area (paper, insurance, vegetable production and higher education) and conclude the economy is alive and well and not an impediment to the Association's offer.

The Association looks at another aspect of the interest and welfare of the public. In summary, they believe it to be in the interest and welfare of the public to pay the Stevens Point teachers in line with other teachers and in line with other professionals with similar training and experience. An extremely detailed discussion of this point is presented in their brief.

#### IV. OPINION AND DISCUSSION

##### A. Comparables

The Association, in advancing its comparable group, has put undue reliance on this Arbitrator's decision in Wausau School District Case 24, No. 35591 Med/Arb-3470 Decision NO. 23231-A and Arbitrator Kerkman's subsequent decision in the same district. This is so for a number of reasons. First, it does not necessarily follow because an Arbitrator in Wausau found it was comparable to a group of schools including Stevens Point, Appleton, Eau Claire, etc. that Stevens Point is also, in the abstract, most comparable to these same schools. For instance, an arbitrator in Appleton or Eau Claire may have found just the opposite, to wit, that they weren't comparable to Stevens Point. <sup>1</sup> Thus, arbitration decisions are not very conclusive of comparability.

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1. Appleton Area School District Arbitrator Briggs, Dec. No. 23343 (8/86).



The Association is putting too much reliance on what could be called 'overlapping arbitration awards'. Wausau was decided based on the facts and circumstances of that case. The mere fact the Athletic Conference was rejected in that case isn't controlling in any other school whose situation may have some similarities. Each of these cases have to be decided on their own merit and not blindly applied in overlapping districts.

Plainly, the circumstances in this Arbitrator's decision in Wausau are distinctly distinguished from the circumstances here. First of all, the Parties in Wausau had never had an Arbitrator issue a prior arbitration award on the issue of comparables. The Parties here have had that issue settled in 1984, one contract ago, by Arbitrator Krinsky. Second of all, there was evidence in the Wausau case that the District did not necessarily believe the Athletic Conference was an appropriate comparable group. While there was no agreement in past bargaining as to a comparable group, the Wausau District had relied on a group of large statewide schools in a previous MED/ARB involving pay for a department chair. Thus, there was some precedent between the Parties to go outside the Athletic Conference.

Therefore, the decision in the first Wausau case really has little bearing on this case. Establishing that a statewide group of similarly sized schools was a better comparable group for Wausau than the Athletic Conference, given the fact that the District had relied on a larger group previously and given the fact that there was no previous arbitration award, is much different than seeking to overturn an arbitration award that previously resolved the issue. In this case, the Association has the burden of convincing this Arbitrator that Arbitrator Krinsky's decision should be overturned. This is a heavy burden and heavy it should be. Little stability would be present in bargaining if either party was free to go comparable shopping everytime they went to arbitration.

In order to justify departing from the comparables established by Arbitrator Krinsky, the Association would have to (1) demonstrate he was dead wrong, (2) that because of a lack of settlements it was necessary in this case to go beyond the traditional group, and/or (3) that circumstances have dramatically changed. Arbitrator Krinsky was not dead wrong and there are plenty of settlements. Thus, these are not reasons to depart from the traditional comparable group.

The only possible reason is that other relevant circumstances may have changed. One circumstance noted by the Association is that the law has changed. In making comparisons between teachers the law no longer requires that these comparisons be done between comparable communities. However, in this case this change doesn't mean what the Association thinks it means. While there are indeed differences between Stevens

Point and many of the Athletic Conference schools there is now even less of a compulsion, based on the language of the law, to make strict comparisons between Stevens Point and comparable communities. The change in the law actually militates in favor of continuing comparisons to other Athletic Conferences since comparability isn't mandated. These differences between Stevens Point and the Athletic Conference schools simply aren't as significant now as they were in the past. In fact, if the Association were reading Arbitrator Kerkman's decision in Wausau correctly it actually operates in favor of making comparisons between Wausau and other Athletic Conference schools. While he didn't strictly reject the previously established comparables Arbitrator Kerkman did find that the changes in the law loosened up the comparability question enough to include, and not totally reject, comparisons between Wausau and other Athletic Conference schools. He stated this as follows:

"Because the comparables previously established for the Parties should not be disturbed unless there is sufficient reason to do so; and because the Employer has failed to establish sufficient evidence on which to conclude that the Vernon comparables as espoused by the Association should be set aside; the undersigned now concludes that those comparables relied on by the Association are proper.

"The impact of the foregoing conclusions, however, is tempered by reason of the changes in the criteria which were enacted by the Legislature effective May 7, 1986. On that date, the criteria were modified in the statute at 111.7 (4)(cm)7. Previously, criteria d read: "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." Effective May 7, 1986, what had been contained in criteria d was split into criteria d, e and f of the revised statute. Criteria d now reads: "comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services." Thus, it appears to be the legislative intent that when comparing wages, hours and conditions of employment of the employes involved in the arbitration with wages, hours and conditions of employment of other employes performing similar services, the Arbitrator need no longer make those comparisons strictly among comparable communities. The Legislature obviously deleted that reference in what remains criteria d comparing wages of those involved in

"the arbitration with the wages of employes performing similar services. Consequently, it would follow that when comparing wage rates of teachers and patterns of settlement in teacher units, that those comparisons be made with employes performing similar services without respect to whether the communities in which the comparisons are made are comparable. However, where geographic differences in wage rates are clearly established by the record, those geographic differences must necessarily impact the comparisons and the attendant conclusions.

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"Based on the foregoing, the comparisons will be made on all of the evidence adduced at hearing with respect to patterns of settlement among teachers and wage rates paid to teachers for all of the communities proposed by both the Association and the Employer."

Accordingly, because these Parties' have previously litigated the issue of comparables, because there is no reason to overturn the previous award and because the differences between Stevens Point and the smaller schools in the Athletic Conference are now statutorily less significant, the Arbitrator finds there is no compelling reason to alter the established comparables. The value, if any, to changing the comparables is outweighed by the instability it would create in this relationship. Thus, the Athletic Conference is the appropriate comparable group with special emphasis on comparisons to Wausau and Wisconsin Rapids. Even so, it is noted the large statewide schools will continue to have an indirect impact on Stevens Point because they have an influence on Wausau, which still is a primary comparable.

#### B. Salary Schedule

In addition to analyzing different comparable groups the Parties are at odds in other aspects of their analytical approaches. One is particularly worthy of comment. The District, in several respects, asked the Arbitrator to consider the offers in light of the Parties last three-year agreement which was heads above everyone else. Their urgings in this regard are so strong and prolific that it is almost as if they want the Arbitrator to evaluate five-year offers instead of two-year offers. On the other hand, the Association wants the Arbitrator to put blinders on and to ignore the past agreement and the wage levels it produced.

Certainly, the Arbitrator cannot totally disregard the effect of past bargains. This is especially true on the basis of this record. In its brief the Association essentially asserted that the gains of the 85-88 agreement should be

undisturbed. They stated that the intent of that "win-win" bargain was to place Stevens Point at a particular position relative to other schools and that relative position should remain undisturbed. The 1985-88 agreement set a "standard" which must be maintained, it is asserted. In short, they argue their offer better maintains this mutually chosen position and pattern.

There is a very fundamental problem with the Union's position in this regard. There simply is no evidence in this record to support the assertion that the mutual purpose, intent and objective of the 1985-88 bargain was to establish Stevens Point as a wage leader forever. At the arbitration hearing the 1985-88 negotiations weren't even discussed. There was simply no testimony about the objective or the nature of the negotiations. Without some basis in evidence absolutely no stock can be put in the Association's argument that the 1985-88 bargain set a standard -- presumably a high standard -- which must be maintained.

In short, the Association's assertions without some evidentiary foundation are completely speculative. It is just as speculative that the wage increases and wage levels that resulted from those negotiations were an unanticipated result of a strong desire to shorten the schedule to ten steps and to expand the horizontal lanes. It is just as likely to speculate that the Parties were not and could not have been defining a future leadership position for Stevens Point in 1985 since it was not known then what the pattern would be in 1988. After all, this was back in the days when single year contracts were the norm. Perhaps the Parties simply overestimated where the eventual settlements were going to be.

The purpose of this discussion isn't to hypothesize as to the reasons why the Parties did what they did in 1985-88, the purpose is to illustrate there is simply no way of knowing this intent without evidence. The level of 1985-88 settlements can't be ignored and written off merely as a standard by which all future final offers must be measured. It is also difficult to ignore it since it was the subject of much discussion in other arbitrations in the Athletic Conference. Everybody was trying to catch-up with Stevens Point. Also, it can't be ignored because it was so high. For instance, the 1985-88 portion of the settlement was \$162 per teacher above the average and \$54 above the next highest settlement. In 1986/87 the settlement was \$2354 or \$413 above the average settlement of \$1941. The next highest settlement in 1986/87 was \$2025 or \$329 per teacher less. The 1987/88 settlement was +316 above the average (\$2221 vs \$1905) and +145 over the next highest settlement.

The Association also inappropriately ignores the results of the past bargaining when they implicitly argue that they should have the same percentage per cell as other schools. They

complain at the outset of their salary arguments that their per cell offer is 1.96% less than the per cell increases in their comparable group.

The plain fact is that the results of the 1985-88 bargain have produced wage levels which do not make it necessary for Stevens Point to have the same per cell percentage increases in order to generate the same kinds of dollars and schedule increases as received in other schools.

For example, Wausau had an average per cell increase of 5.45% and Wisconsin Rapids was at 5.67%. If this pattern were applied to the Stevens Point schedule they would have a schedule maximum that was nearly \$4000 a year more than Wausau and \$3000 more than Wisconsin Rapids. Their maximum would be approximately \$1000 more than Wisconsin Rapids and approximately \$2100 more than Wausau. The MA 10th step would be \$4584 greater than Wausau and \$660 greater than Wisconsin Rapids. When measured against the rest of the conference it would be even more apparent why the Stevens Point teachers do not need as much of a per cell increase than others.

Ordinarily, a teachers group is entitled to the same approximate percentage increase as other comparable groups. There are two situations where they are not. One situation is where the wage levels are abnormally low and the other is where they are abnormally high. The former situation is where the wage levels are so low that by applying the same percentage increase an increasing disparity would result. This is a catch-up or keep-up situation and where it exists a greater percentage increase is usually found to be justified. The other situation is what we have here, a wage level that is high enough that the same percentage increase results in unreasonably high dollar amounts. If a 5.6% per cell increase were applied in Stevens Point as was in Wisconsin Rapids it would result in an unusually high per teacher increase. Without calculating it precisely it would probably generate over \$3500. This is approximated on the basis that the District's 2.59% increase generated roughly \$1840 dollars per teacher.

In either of these situations it is not, therefore, as important to focus on the same percentages as everybody else but to find a percentage which generates a fair approximation of the dollars received by everyone else. Contrary to the District's urging, this shouldn't be done on a five-year basis. This isn't to say strictly speaking that only the current two years are relevant. The past years' settlements and the resultant wage levels are relevant in a close call situation. For example, if an offer was somewhat below the pattern, the past settlements and the wage levels, if high, would tend to offset the less than status quo offer.

Another reason it is useful to look to the average dollars generated by each offer is because it is getting more difficult to do benchmark analysis. This is true here because Stevens Point has a ten step schedule whereas the other Athletic Conference Schools, except Wisconsin Rapids, do not. Frozen increments and the like also create problems in making benchmark comparisons.

Before looking at the dollars per teacher increases, it is necessary to resolve the Parties' costing differences. Specifically, the District costed the offer including extra curriculars and the Association did not. While the percentages are approximately the same the dollars are roughly \$60 higher per teacher under the District's costing.

Such a difference wouldn't seem significant. Yet, these offers are so close that such slight gradations must be distinguished where possible. The Parties are roughly \$311 per teacher apart over two years. How close this really is can be expressed in a number of ways. It is less than \$13 per month or \$3 per week per teacher, hardly significant in the broad scope of things. This too is a good example of where mandatory mediation could have been beneficial. If the teachers were willing to accept \$1.50 less per week and the District were willing to pay their teachers \$1.50 per week more this matter could have been resolved voluntarily. But instead this relatively insignificant difference is foisted upon the Arbitrator along with 150 pages of briefs, a mountain of exhibits and the statutory criteria, which are not, as some Parties seem to think, exact scientific and mathematical tools which can easily be utilized to size up the final offers. The criteria are mere guidelines to direct the Arbitrator in what ultimately becomes a pure judgement call. The job becomes even more difficult, especially in a photo finish situation, when disputes in data, poor data and comparabilities problems, etc., exist.

Be this as it may, in this case it seems appropriate to use the Association's costing of the packages, which does not include, extra curriculars. This is primarily because the costing data in the record for a number of other schools, particularly the important comparables of Wausau and Wisconsin Rapids does not include extra curriculars. In view of this, the Board's costing unjustifiably inflates the value of their offer.

Thus, the following is the best comparative data available in this record:

Average Dollars Per Returning Teacher

|                  | <u>1988-89</u> | <u>1989-90</u> | <u>2-year totals</u> |
|------------------|----------------|----------------|----------------------|
| Antigo           | 1510           |                |                      |
| D. C. Everest    | 1942*          |                |                      |
| Marshfield       | 1605*          |                |                      |
| Merrill          | 1902*          |                |                      |
| Rhineland        | 1965           |                |                      |
| Wausau           | 2020           | 1942           | 3962                 |
| Wisconsin Rapids | <u>1945</u>    | <u>1863</u>    | 3808                 |
| Board            | 1785           | 1787           | 3572                 |
| Association      | 1978           | 1905           | 3883                 |

\*includes extra curriculars

These comparisons of the average dollars per returning teacher favor the Association. Their offer in each year and over both years is more consistent with Wisconsin Rapids and Wausau. Wisconsin Rapids and Wausau are ordinarily the two most important comparables, but in this case they are even more important since they are the only two schools settled for both years. The Association's offer is only \$75 above Wisconsin Rapids for two years and is \$79 below Wausau for two years. The District's offer is \$390 below Wausau and \$236 below Wisconsin Rapids. Moreover, three of the five other Athletic Conferences with settlements for 1988-89 are in the \$1900 per teacher range. This is closer to the Association's offer in the first year than the District's.

While benchmark comparisons are generally difficult because of the ten step schedule in Stevens Point, it is noted Wisconsin Rapids one of the two most important comparables also has a ten step schedule. Thus, a comparison between Stevens Point and Wisconsin Rapids is somewhat more instructive than a comparison towards Wausau. The following shows the benchmarks at the end of 1989-90:

1989-90 Benchmark Comparisons

|           | <u>Stevens Point</u><br><u>Board</u> | <u>Point</u><br><u>Assoc</u> | <u>Wis Rapids</u> | <u>Wausau</u> | <u>Average</u> |
|-----------|--------------------------------------|------------------------------|-------------------|---------------|----------------|
| BA Min    | \$19546                              | \$19722                      | \$20245           | \$20370       | \$20307        |
| BA 7th    | 25633                                | 25864                        | 25875             | 25666         | 25770          |
| BA Max    | 28920                                | 29181                        | 28566             | 29944         | 29255          |
| MA Min    | 23454                                | 23666                        | 23432             | 22407         | 22919          |
| MA Max    | 34703                                | 35018                        | 35604             | 36972         | 36288          |
| Sched Max | 41644                                | 42020                        | 41400             | 39492         | 40446          |

It seems here that the wage levels under the Association's offer are slightly more consistent with the two most important comparables. Stevens Point exceeds the average of Wisconsin Rapids and Wausau at three of the benchmarks under the Association's offer and, while within an acceptable range, their offer is shy of the average in the other three. Under the Board's offer the teachers would be below the average at four of the benchmarks and above at only two. The benchmarks don't compellingly point to either offer. Yet, they don't suggest that the wages levels in Stevens Point are so high that the Board's more modest offer is needed to bring them in line with the two most important comparables. Nor does the Association's offer create any abnormal positive advantage.

As for the 1985-88 agreement it does not appear that the wage levels caused by it in combination with the Association's instant offer will result in unusually high wage levels relative to Wisconsin Rapids and Wausau. As for the fact that teachers in Stevens Point got more dollars in these three years than other teachers in the Athletic Conference is largely water over the dam. The Arbitrator assumes that each party signed that agreement with open eyes and an equal risk that it might be more or less than the eventual pattern.

The comparisons to other teachers favor the Association's offer. The Arbitrator must also consider the interest and welfare of the public, the cost of living and comparisons to public and private employees. To a great extent these considerations are subsumed by the comparative data. It is believed that other Parties when they make wage settlements consider the cost of living, interest and welfare of the public, etc., when arriving at their settlements. Thus, unless there is evidence to distinguish the subject District from the comparables the comparative data is given great weight. Here it favors the Association. To the extent that these factors are deserving of any independent weight, it is the conclusion of the Arbitrator that the evidence doesn't, in any compelling or controlling way, favor either offer.

In summary, it is the Arbitrator's conclusion that the wage increase proposed by the Association is more consistent with the statutory criteria. Since this is the major issue it shall control with respect to the associated wage issues as well.



AWARD

The final offer of the Association is accepted.

  
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G.L. Vernon, Arbitrator

Dated this 2nd day of August, 1989 in Eau Claire, Wisconsin.