

DEC 17 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of:

WEST CENTRAL EDUCATION ASSOCIATION,

To Initiate Mediation/Arbitration Between:

WEST CENTRAL EDUCATION ASSOCIATION,

Decision No. 19850-A

-and-

BALDWIN-WOODVILLE AREA SCHOOL DISTRICT

Appearances: James Begalke, Executive Director, for the Association
Michael J. Burke, Attorney at Law, for the Employer

West Central Education Association, hereinafter referred to as the Association, filed a petition on May 28, 1982, with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the Baldwin-Woodville Area School District, hereinafter referred to as the Employer, in their collective bargaining. It requested the commission to initiate Mediation/Arbitration pursuant to 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the commission's staff conducted an investigation in the matter.

The Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all full time and part time employees under contract with the Employer engaged in teaching, including classroom teachers, librarians and guidance personnel but excluding administrators, coordinators, principals, supervisors, non-instructional personnel such as nurses and teaching aides, office, clerical, maintenance and operating employees, substitute teachers, teaching interns and student teachers. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions which will expire on June 30, 1983, and that agreement provides for a reopening of negotiations concerning certain monetary items for the 1982-83 school year.

On May 11, 1982, the parties exchanged initial proposals on matters to be included in the collective bargaining agreement for the second year of its existence. The parties met on two other occasions in efforts to reach an accord on a new collective bargaining agreement. A member of the commission staff conducted an investigation which reflected that the parties were deadlocked in their negotiations and on August 13, 1982, the parties submitted their final offers to the investigator. The investigator advised the commission that the parties remained at impasse and the commission made a determination that the conditions precedent to the initiation of Mediation/Arbitration as required by Section 111.70(4)(cm)6 of the Municipal Employment Relations Act had been met and it ordered that Mediation/Arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties involving the employees employed in the bargaining unit. The parties selected Zel S. Rice II as the Mediator/Arbitrator and on August 26, 1982, the commission issued an order appointing him as the Mediator/Arbitrator to mediate the issues in dispute and should such endeavor not result in resolution of the impasse to issue a final and binding award resolving said impasse by selecting either the total final offer of the West Central Education Association or the total final offer of the Baldwin-Woodville Area School District.

Subsequently the commission received a petition from five citizens of the jurisdiction served by the Employer. The petition was postmarked September 3, 1982 but was not received by the commission until September 8, 1982. The commission's order appointing Zel S. Rice II as the Mediator/Arbitrator was issued on August 26, 1982 and in the notice to the public it required that petitions must be received by the commission on or before September 7, 1982. Since

the petition was not filed within ten days from the date on which the commission appointed the Mediator/Arbitrator, the commission determined that the petition was untimely filed and the Mediator/Arbitrator had no legal obligation to conduct a public hearing during which the parties or members of the public could offer their comments and suggestions.

Subsequently the Mediator/Arbitrator was contacted by a representative of the Employer about scheduling such a public hearing. There were further discussions between representatives of the Employer and the Association and the parties agreed that the Mediator/Arbitrator should conduct a public hearing prior to the Mediation/Arbitration session in the event that he was willing to do so. Pursuant to that request a public hearing was scheduled for 10:00 a.m. on Tuesday, October 19, 1982, at the Greenfield Elementary School. Attendance at the public hearing consisted of the members of the Employer's bargaining team and the Association's bargaining team and three other taxpayers. Two of the taxpayers made comments as did three members of the Employer's bargaining team who spoke as individuals. The general tenor of their comments opposed any increase in salary for the teachers over and above the final offer of the Employer and pointed out the economic difficulties faced by farmers in the area as well as the substantial amount of unemployment. The Employer submitted as exhibits, eight letters, some of which it had solicited and some of which were submitted voluntarily. These letters referred to the economic difficulties in the area and generally opposed the salary request of the Association. At the completion of the public hearing the Arbitrator entered into the Mediation phase of the proceedings. The Association made two proposals modifying its final offer but the Employer made no proposal other than to continue its final offer. When it became apparent that agreement could not be reached the Mediator/Arbitrator declared the Mediation phase of the proceedings at an end. The parties were advised that if both parties wanted to withdraw their final offers and mutually agree upon modifications, the Association, after giving ten days written advance notice to the Employer and the Commission, could strike. The Employer indicated that it would agree to permit the Association to conduct a strike as opposed to the Arbitration proceedings, but the Association indicated that it wished to have the dispute resolved by the Arbitration proceedings set forth in the statute.

The Association's final offer proposed that each cell of the salary schedule including the career step be increased by 8 1/2 percent and each employee would receive the annual increment provided by the salary schedule. It also proposed that the pay for the various extracurricular activities be increased by 8 1/2 percent. The Employer's final offer proposes that each cell of the salary schedule be increased by 7 1/2 percent including the career step. It proposed that no increments on the salary scheduled be given for additional experience. The rates of pay for extracurricular activities would be increased by 7 1/2 percent. The difference between the two proposals is only 1 percent except that the Employer would deny employees their increments resulting from additional experience.

The Employer is located in an area described by the U.S. Census Bureau as part of the Twin Cities Metropolitan area. In 1973 that area had the highest income per capita of the major employment centers in West Central Wisconsin and was above the average for the State of Wisconsin. This is attributable to the fact that a substantial part of the population is employed in the Twin Cities.

Falls. The total income of the Employer's citizens was \$26,945,230.00 which was the second lowest in Comparable Group A. The income per taxpayer in Comparable Group A ranges from a low of \$8,889.65 at Durand to a high of \$12,020.99 at Hudson. The Employer had an income per taxpayer of \$9,619.86 which was fourth highest in Comparable Group A. The state average income per taxpayer was \$10,439.34. Enrollment in the schools in Comparable Group A ranges from the Employer's low of 1,081 to a high of 2,761 students at Hudson. The professional full time equivalent staff in Comparable Group A ranges from a low of 61.9 teachers at Mondovi to a high of 155.74 teachers at Hudson. The Employer has a full time equivalent staff of 74.97 which is the third lowest in Comparable Group A. The cost per pupil in Comparable Group A during the 1979-80 school year ranged from the Employer's low of \$1,786.01 to the high of \$2,017.99 at New Richmond. The school districts levy rates in Comparable Group A during that year ranged from a low of 10.79 at Mondovi to a high of 12.69 at Amery. The Employer's levy rate was 11.16 which was third lowest for Comparable Group A during the 1979-80 school year. During the 1980-81 school year the cost per pupil in Comparable Group A range from a low of \$1,955.99 at Mondovi to a the Employer's high of \$2,575.60. The levy rates in Comparable Group A during the 1980-81 school year ranged from the low of 8.46 at Mondovi to the Employer's high of 12.22. The equalized valuation of the school districts in Comparable Group A during 1980-81 range from a low of \$104,415.00 per member in Mondovi to the high of \$133,573.00 at River Falls. The Employer had an equalized valuation of \$122,426.00 which was third high in Comparable Group A. The state aide per member in Comparable Group A for the 1980-81 school year ranged from a low of \$950.14 at River Falls to a high of \$1,131.32 at New Richmond. The Employer received \$1,079.93 per student in 1980-81 which was the second highest in Comparable Group A.

The Association relies secondarily on a comparable group consisting of the other CESA No. 5 schools within its geographic proximity, hereinafter referred to as Comparable Group B. It consists of Boyceville, Elmwood, Menomonie, Prescott, Somerset, Spring Valley and St. Croix Central. The 1981-82 student enrollment in Comparable Group B ranged from a low of 508 at Elmwood to a high of 2,715 at Menomonie. The full time equivalent staff in Comparable Group B range from a low of 31.20 teachers at Elmwood to a high of 161.63 at Menomonie. The 1979-80 cost per pupil in Comparable Group B ranged from a low of \$1,801.86 at St. Croix Central to a high of \$2,309.33 at Somerset. The levy rate in 1979-80 ranged from a low of 10.86 at St. Croix Central to a high of 14.84 at Somerset. The 1980-81 cost per pupil in Comparable Group B ranged from a low of \$2,042.41 at Prescott to the high of \$2,737.60 at Somerset. The levy rate ranged from a low of 9.04 at Prescott to a high of 13.87 at Somerset. The equalized valuation per member during 1980-81 in Comparable Group B ranged from a low of \$95,969.00 at Boyceville to a high of \$128,750.00 at Menomonie. The 1980-81 state aide per pupil in Comparable Group B ranged from a low of \$881.72 at Prescott to a high of \$1,292.40 at Somerset.

The 1979-80 BA minimum salary for Comparable Group A ranged from the low of \$10,200.00 at Durand to the high of \$10,750.00 at New Richmond. The Employer was third highest with \$10,400.00. The seventh step of the BA lane during 1979-80 in Comparable Group A ranged from a low of \$12,611.00 at Durand to a high of \$13,395.00 at New Richmond. The Employer ranked third with a salary of \$13,082.00 at that step. The BA lane maximum of Comparable Group A in 1979-80 ranged from a low of \$14,346.00 at River Falls to a high of \$15,732.00 at Amery. The Employer ranked third with a maximum BA lane salary of \$14,870.00. The 1979-80 BA lane maximum with longevity in Comparable Group A ranged from a low of \$14,346.00 at River Falls to a high of \$15,732.00 at Amery. The Employer ranked third with a BA lane maximum of \$15,167.00. The MA minimum for the 1979-80 school year in Comparable Group A ranged from a low of \$11,000.00 at River Falls to a high of \$11,650.00 at New Richmond. The Employer ranked third with an MA minimum of \$11,500.00. The salary for the tenth step of the MA lane in Comparable Group B in the 1979-80 school year ranged from a low of \$15,179.00 at Durand to a high of \$16,368.00 at New Richmond. The Employer ranked second in Comparable Group B with a salary of \$15,955.00. The MA lane maximum for

Comparable Group B during the 1979-80 school year ranged from a low of \$17,100.00 at Mondovi to a high of \$18,115.00 at Durand. The Employer ranked third with a salary of \$17,935.00. The MA maximum with longevity in Comparable Group B during the 1979-80 school year ranged from a low \$17,300.00 at Mondovi to the Employer's high of \$18,294.00. The maximum pay under the salary schedule in Comparable Group B for the 1979-80 school year ranged from the low of \$17,408.00 at Mondovi to the high of \$21,247.00 at New Richmond. The Employer ranked next to the bottom with a maximum salary of \$18,272.00. The schedule maximum with longevity in Comparable Group B for the 1979-80 school year ranged from a low of \$17,608.00 at Mondovi to a high of \$21,247.00 at New Richmond. The Employer ranked third from the bottom with a salary of \$18,637.00.

The BA minimum for Comparable Group A during the 1980-81 school year ranged from a low of \$11,000.00 at Mondovi to a high of \$11,675.00 at New Richmond. The Employer ranked next to the bottom with a BA minimum salary of \$11,050.00. The BA lane seventh step salary for Comparable Group A for the 1980-81 school year ranged from a low of \$13,620.00 at Hudson to a high of \$14,547.00 at New Richmond. The Employer ranked third with a salary of \$13,900.00. The BA lane maximum for Comparable Group A during the 1980-81 school year ranged from a low of \$5,439.00 at River Falls to a high of \$16,986.00 at Amery. The Employer ranked third from the bottom with a salary of \$15,800.00. The BA lane maximum in Comparable Group A during the 1980-81 school year ranged from a low of \$15,439.00 at River Falls to a high of \$17,301.00 at Amery. The Employer ranked third from the bottom with a salary of \$16,116.00. The MA minimum salary for Comparable Group A during the 1980-81 school year ranged from a low of \$11,800.00 at Mondovi to a high of \$12,762.00 at New Richmond. The Employer ranked third with a salary of \$12,400.00. The salary for the tenth step of the MA lane in Comparable Group A during the 1980-81 school year ranged from a low of \$16,441.00 at Durand to a high of \$17,930.00 at New Richmond. The Employer ranked second with a salary of \$17,197.00. The MA lane maximum in Comparable Group A for the 1980-81 school year ranged from a low of \$18,703.00 at Mondovi to a high of \$19,847.00 at Ellsworth. The Employer ranked fourth with a salary of \$19,329.00. The salary for the MA lane maximum with longevity in Comparable Group A ranged from a low of \$19,103.00 at Mondovi to a high of \$20,285.00 at Durand. The Employer ranked third with a salary of \$19,716.00. The schedule maximum for Comparable Group A during the 1980-81 school year ranged from a low of \$19,020.00 at Mondovi to a high of \$23,430.00 at New Richmond. The Employer ranked next to the bottom with a schedule maximum salary of \$19,755.00. The schedule maximum salary with longevity for Comparable Group A during the 1980-81 school year ranged from a low of \$19,420.00 at Mondovi to a high of \$23,430.00 at New Richmond. The Employer ranked next to the bottom with a schedule maximum salary with longevity of \$20,150.00.

The BA minimum salary for Comparable Group A for the 1981-82 school year ranged from a low of \$11,755.00 at Durand to a high of \$12,325.00 at New Richmond. The Employer ranked next to the bottom with a salary of \$11,790.00. The salary for the seventh step of the BA lane in Comparable Group A for the 1981-82 school year ranged from a low of \$14,822.00 at Durand to a high of \$15,357.00 at New Richmond. The Employer ranked third from the bottom with a salary of \$14,970.00. The BA lane maximum salary in Comparable Group A during the 1981-82 school year ranged from a low of \$16,584.00 at River Falls to a high of \$18,425.00 at Amery. The Employer ranked third from the bottom with a salary of \$17,090.00. The BA lane maximum salary with longevity or career step in Comparable Group A during the 1981-82 school year ranged from a low of \$16,584.00 at River Falls to a high of \$18,935.00 at Amery. The Employer ranked fourth in the group with a salary of \$17,969.00. The MA minimum salary in Comparable Group A ranged from a low of \$12,700.00 at Mondovi to a high of \$13,738.00 at New Richmond. The Employer ranked fourth with a MA minimum salary of \$13,234.00. The salary for the tenth step of the MA lane in Comparable Group B ranged from a low of \$17,848.00 at Mondovi to a high of \$19,425.00 at New Richmond. The Employer ranked third with a salary of \$18,580.00. The MA lane maximum salary in Comparable Group A for the 1981-82 school year ranged from a

low of \$20,359.00 at River Falls to a high of \$22,659.00 at Durand. The Employer ranked fourth in Comparable Group A with a salary of \$20,956.00. The MA lane maximum salary with longevity or career step in Comparable Group A ranged from a low of \$20,859.00 at River Falls to a high of \$22,659.00 at Durand. The Employer ranked third with a salary of \$21,983.00. The maximum salary on the schedule in Comparable Group A during the 1981-82 school year ranged from a low of \$21,073.00 at Mondovi to a high of \$25,674.00 at New Richmond. The Employer ranked next to the bottom with \$21,421.00. The schedule maximum with longevity or career step in Comparable Group A for the 1981-82 school year ranged from a low of \$21,473.00 at Mondovi to a high of \$25,674.00 at New Richmond. The Employer ranked next to the bottom with a salary of \$22,467.00.

Five school districts in Comparable Group A have reached agreement on their 1982-83 salary schedules. The New Richmond teachers had \$600.00 excluded from the salary schedule for each teacher and placed in a tax sheltered annuity account. Hudson agreed to a BA minimum of \$13,431.00 which was a 10 percent increment. The Hudson teachers agreed that they would not receive any increment during the 1982-83 school year. Amery teachers agreed to a BA minimum salary of \$13,161.00 which was an 8.6 percent increase. Durand agreed to a minimum salary of \$12,950.00 which would be a 10 percent increase. Mondovi has agreed on a BA minimum salary of \$12,650.00 which is a 7.2 percent increase. The average BA minimum for those schools was \$13,048.00 and the average increase was 8.95 percent. These salaries should be compared with the Association's BA minimum proposal of \$12,792.00 and an 8.5 percent increase and the Employer's proposal of \$12,674.00 and a 7.5 percent increase. Four of the five schools that have reached agreement for the 1982-83 school year will pay a higher salary than is proposed by the Union and will pay a higher percentage increase. All but Hudson will provide the annual increment. Mondovi will pay a lower BA minimum salary and gave a lower percentage increase but it will provide an \$18.00 per month dental insurance program beginning January 1, 1983. Hudson has agreed to pay teachers in the seventh step of the BA lane \$16,480.00 for the 1982-83 school year which is a 10 percent increase. Amery will pay teachers at the same step \$16,347.00 which is an 8.8 percent increase. Durand will pay its teachers in the seventh step of the BA lane \$16,152.00 which is a 9 percent increase. Mondovi will pay its teachers in the seventh step of the BA lane \$16,064.00 which is a 7.2 percent increase. The average salary in the seventh step of the BA lane of those four schools in Comparable Group A is \$16,261.00 which is an 8.75 percent increase. This should be compared with the Union's request for a salary of \$16,248.00 for teachers in the seventh step of the BA lane which is an 8.54 percent increase. The Employer's proposal is \$16,093.00 or a 7.5 percent increase. The 1982-83 BA lane maximum for Amery is \$20,064.00 which is an 8.9 percent increase. Hudson's BA lane maximum is \$19,529.00 which is a 10 percent increase. Durand pays a BA lane maximum of \$19,416.00 which is an 8.1 percent increase. Mondovi pays a BA lane maximum salary of \$18,909.00 which is a 7.2 percent increase. The average BA lane maximum of those four schools is \$19,480.00 and the average increase is 8.55 percent. The Association is requesting a BA lane maximum of \$18,552.00 which is an 8.55 percent increase while the Employer proposes a BA lane maximum of \$18,372.00 which is a 7.5 percent increase. Amery has agreed to a 1982-83 BA lane maximum with longevity or career step of \$20,617.00 which is an 8.9 percent increase. Hudson has agreed to a BA lane maximum with longevity or career step of \$20,334.00 which is a 10 percent increase. Durand's BA lane maximum for the 1982-83 school year is \$19,416.00 which is an 8.1 percent increase. Mondovi pays its teachers in the BA lane maximum with longevity or career step \$19,129.00 which is a 7.2 percent increase. The average BA lane maximum salary with longevity or career step of those four schools is \$19,874.00 which is an 8.55 percent increase. This should be compared with the Association's proposal of \$19,496.00 or an 8.5 percent increase and the Employer's proposal of \$19,317.00 or 7.5 percent increase. The MA minimum salary for the 1982-83 school year at Amery will be \$14,754.00 which is an 8.7 percent increase. Hudson has agreed to pay its MA minimum teachers \$14,665.00 which is a 10 percent increase. Durand will pay its MA

minimum teachers \$14,017.00 which is a 10 percent increase. Mondovi will pay its MA minimum teachers \$13,630.00 which is a 7.3 percent increase. The average MA minimum salary of those four schools is \$14,267.00 which is a 9 percent average increase. These salaries should be compared with the Association's proposal of \$14,359.00 or an 8.5 percent increase for the MA minimum and the Employer's proposal of \$14,227.00 or a 7.5 percent increase. Hudson has agreed to pay its teachers in the tenth step of the MA lane \$20,448.00 during the 1982-83 school year which is a 10 percent increase. Amery will pay teachers in the tenth step of the MA lane \$19,533.00 which is an 8.9 percent increase. Durand's salary for the tenth step of the MA lane is \$19,524.00 which is an 8.5 percent increase. Mondovi's 1982-83 salary for a teacher in the tenth step of the MA lane is \$19,147.00 which is a 7.3 percent increase. The average salary for a teacher in the tenth step of the MA lane for those four schools is \$19,663.00 which was an average increase of 8.67 percent. This should be compared with the Association's proposal for a salary at the tenth step of the MA lane of \$20,164.00 which is an 8.52 percent increase and the Employer's proposal of \$19,974.00 which is a 7.5 percent increase. Durand has agreed to pay an MA maximum salary for 1982-83 of \$24,350.00 which is a 7.5 percent increase. Hudson will pay an MA lane maximum salary of \$23,017.00 which is a 10 percent increase. Mondovi has agreed to pay an MA lane maximum during 1982-83 of \$22,212.00 which is a 7.3 percent increase. Amery will pay an MA lane maximum salary of \$22,188.00 which is a 9 percent increase. The average MA lane maximum salary for those four schools is \$22,942.00 which is an 8.45 percent increase. That should be compared with the Association's proposal of \$22,744.00 for an MA lane maximum salary which is an 8.53 percent increase and the Employer's proposal of \$22,528.00 which is a 7.5 percent increase. Durand will pay an MA lane maximum with longevity or career step during 1982-83 of \$24,350.00 which is a 7.5 percent increase. Hudson will pay a MA lane maximum salary with longevity or career step of \$23,816.00 which is a 10 percent increase. Amery will pay an MA lane maximum salary with longevity or career step \$22,799.00 which is a 9 percent increase. Mondovi's MA lane maximum salary with longevity or career step for 1982-83 is \$22,652.00 which is a 7.3 percent increase. The average MA lane maximum salary with longevity or career step for those four schools in Comparable Group A that have reached agreement for 1982-83 is \$23,404.00 with an average increase of 8.45 percent. These figures should be compared with the Association's proposal for a MA lane maximum salary with longevity or career step of \$23,852.00 which is an 8.5 percent increase and the Employer's proposal of \$23,632.00 which is a 7.5 percent increase. Durand has agreed to a schedule maximum salary for the 1982-83 school year of \$24,836.00 which is a 7.5 percent increase. Hudson has agreed to a schedule maximum salary of \$24,452.00 which is a 10 percent increase. Amery will pay a schedule maximum salary of \$24,047.00 which is a 9 percent increase. Mondovi has agreed to pay a scheduled maximum salary of \$22,611.00 which is a 7.3 percent increase. The average schedule maximum for these four schools for the 1982-83 school year is \$23,987.00 which is an 8.45 percent average increase. These figures should be compared with the Association's proposal for a schedule maximum of \$23,246.00 which calls for an 8.52 percent increase and the Employer's proposal of \$23,028.00 which calls for a 7.5 percent increase. Hudson has agreed to pay a schedule maximum salary with longevity or career step in 1982-83 of \$25,408.00 which is a 10 percent increase. Durand has a 1982-83 schedule maximum salary with longevity or career step of \$24,836.00 which is a 9 percent increase. Amery has agreed to pay a schedule maximum salary with longevity or career step of \$24,709.00 which is a 7.5 percent increase. Mondovi will pay a schedule maximum salary with longevity or career step during 1982-83 of \$23,051.00 which is a 7.35 percent increase. The average salary for those four schools during the 1982-83 school year is \$24,501.00 and the average increase is 8.46 percent. These figures should be compared with the Association's proposal of a schedule maximum salary with longevity or career step of \$24,377.00 which is an 8.5 percent increase and the Employer's proposal of \$24,152.00 which is a 7.5 percent increase.

New Richmond is one of the school districts in Comparable Group A that has

reached agreement with its teachers on a 1982-83 collective bargaining agreement. In addition to agreement on the salary schedule the parties agreed that each teacher would have \$600.00 placed in a tax sheltered annuity account. If that amount is added to the salary schedule the BA minimum for New Richmond would be \$13,510.00 which is a 9.6 percent increase. It would raise the average BA minimum salary for Comparable Group A to \$13,140.00 and the average increase would be 9.08 percent. The compensation for a teacher at the seventh step of the BA lane at New Richmond including the contribution to the tax free annuity account is \$16,833.00 which is a 9.6 percent increase. That raises the average salary for a teacher at the seventh step of the BA lane in Comparable Group A to \$16,375.00 and the average increase is 8.92 percent. The BA lane maximum at New Richmond for the 1982-83 year, including the contribution to the tax free annuity account is \$20,064.00 which is an 8.9 percent increase. This raises the average salary for the BA lane maximum in Comparable Group A to \$19,283.00 and the average increase is 8.76 percent. New Richmond's BA maximum with longevity or career step including the \$600.00 tax free annuity contribution is \$18,495.00 which is a 9.6 percent increase. That would make the average BA maximum salary with longevity or career step for Comparable Group A during the 1982-83 year \$19,598.00 which is an average increase of 8.76 percent. The MA minimum salary for New Richmond including the tax free annuity contribution for 1982-83 is \$15,059.00 which is a 9.6 percent increase. This makes the average MA minimum salary for Comparable Group A \$14,425.00 which is a 9.12 percent increase. New Richmond's salary for the tenth step of the MA lane including the contribution to the tax free annuity account is \$21,293.00 which is a 9.6 percent increase. This makes the average salary for the tenth step of the MA lane among those schools in Comparable Group A that have reached agreement for 1982-83 \$19,989.00 which is an 8.86 percent average increase. The MA maximum for 1982-83 at New Richmond including the contribution to the tax sheltered annuity account is \$23,371.00 which is a 9.76 percent increase. That makes the average MA maximum salary in Comparable Group A for those school districts that have reached agreement on a 1982-83 collective bargaining agreement \$23,028.00 which is an average increase of 8.68 percent. New Richmond has an MA lane maximum salary with longevity or career step of \$23,371.00 if the \$600.00 contribution to the tax sheltered annuity account is included. This is a 9.6 percent increase. That makes the average MA lane maximum salary with longevity or career step in Comparable Group A schools that have reached agreement on a 1982-83 collective bargaining agreement \$23,398.00 which is an average increase of 8.68 percent. New Richmond has a schedule maximum for 1982-83 of \$28,143.00 including the contribution to the tax sheltered annuity account and that is a 9.6 percent increase. The average schedule maximum for Comparable Group A among those schools that reached agreement on a new collective bargaining agreement for 1982-83 is \$24,818.00 which makes the average increase 8.68 percent. New Richmond's schedule maximum salary with longevity or career step is \$28,143.00 including the contribution to the tax sheltered annuity account which is a 9.6 percent increase. This makes the average schedule maximum salary with longevity or career step in Comparable Group A among schools that have reached agreement on a 1982-83 collective bargaining agreement \$25,229.00 which is an average increase of 8.69 percent.

New Richmond's 1982-83 BA minimum salary excluding the contribution to the tax free annuity account is \$13,160.00 which is a 6.8 percent increase. That makes the average BA minimum salary in Comparable Group A among school districts that have reached agreement for 1982-83 \$13,070.00 which is an 8.52 percent average increase. New Richmond's salary for the seventh step of the BA lane, excluding the contribution to the tax free annuity account is \$16,397.00 which is a 6.8 percent increase. That makes the average salary for the seventh step of the BA lane among school districts in Comparable Group A that have reached agreement on a 1982-83 collective bargaining agreement \$16,288.00 which is an average increase of 8.36 percent. New Richmond's BA lane maximum salary for the 1982-83 school year is \$18,016.00 excluding the contribution to the tax free annuity account and that is an increase of 6.8 percent. The average BA lane

maximum in Comparable Group A among schools that have reached agreement for 1982-83 is \$19,187.00 and the average increase is 8.2 percent. New Richmond's BA lane maximum salary with longevity or career step for 1982-83 excluding the contribution to the tax free annuity account is \$18,016.00 which is a 6.8 percent increase. That makes the average 1982-83 BA lane maximum salary with longevity or career step for Comparable Group A \$19,502.00 and the average increase is 8.21 percent. The MA minimum salary for 1982-83 at New Richmond is \$14,668.00 including the tax free annuity account contribution which is a 6.8 percent increase. The average MA minimum salary for Comparable Group A among schools that have reached agreement on the 1982-83 collective bargaining agreement is \$14,347.00 and the average increase is 8.56 percent. New Richmond pays a 1982-83 MA lane salary at the tenth step of \$20,741.00, excluding the \$600.00 placed in the tax sheltered annuity account, which is a 6.8 percent increase. That makes the average MA salary at the tenth step for Comparable Group A \$19,879.00 which is an 8.32 percent average increase. New Richmond pays a 1982-83 MA lane maximum salary of \$22,765.00 excluding the \$600.00 placed in a tax sheltered annuity account and that is a 6.8 percent increase. That makes the average MA lane maximum salary for Comparable Group A for those school districts that have reached agreement for the 1982-83 school year \$22,906.00 which is an 8.12 percent average increase.

The 1982-83 MA lane maximum salary with longevity or career step at New Richmond is \$22,765.00, excluding the \$600.00 placed into a tax sheltered annuity account for each teacher, which is a 6.8% increase. This makes the average MA lane maximum salary with longevity or career step for 1982-83 \$23,276.00 for those school districts in Comparable Group A that have reached agreement which is an average increase of 8.12%. New Richmond's 1982-83 schedule maximum excluding the \$600.00 placed in the tax sheltered annuity is \$27,414.00 which is a 6.8% increase. This makes the average 1982-83 schedule maximum \$24,672.00 for those school districts in Comparable Group A that have reached agreement on a 1982-83 salary schedule which is an 8.12% average increase. New Richmond's 1982-83 schedule maximum salary with longevity or career step excluding the tax sheltered annuity is \$27,414.00 which is a 6.8% increase. That makes the average schedule maximum salary with longevity or career step \$25,084.00 for schools in Comparable Group A that have reached agreement on a 1982-83 salary schedule. The average increase is 8.13%.

The Association places secondary reliance on a comparable group of CESA Number 5 schools within its geographic proximity hereinafter referred to as Comparable Group B. The BA minimum salary for those schools in 1981-82 range from a low of \$11,700.00 at Boyceville to a high of \$12,850.00 at Menomonie. The BA lane salary at the 7th step for 1981-82 ranged from a low of \$14,508.00 to a high of \$15,250.00. The 1981-82 BA lane maximum in Comparable Group B ranged from a low of \$16,380.00 at Boyceville to a high of \$17,811.00 at Prescott. The 1981-82 MA minimum salaries in Comparable Group B range from a low of \$12,764.00 at Somerset to a high of \$13,923.00 at Boyceville. The 1981-82 MA lane salary at the 10th step in Comparable Group B range from a low of \$17,292.00 at Somerset to a high of \$19,232.00 at Elmwood. The 1981-82 MA lane maximum in Comparable Group B range from a low of \$20,159.00 at Somerset to a high of \$22,295.00 at Elmwood. The 1981-82 schedule maximum in Comparable Group B ranges from a low of \$20,570.00 at St. Croix Central to a high of \$23,910.00 at Boyceville. Those salaries do not included the longevity payments that are provided by Boyceville, Spring Valley and Prescott.

The 1982-83 BA minimum salaries for Comparable Group B range from a low of \$12,750.00 at Boyceville to a high of \$14,000.00 at Menomonie. The average BA minimum salary is \$13,201.00. The percentage increases range from a low of 8% at Prescott to a high of 10% at Somerset and the average is 8.83%. The 1982-83 BA lane salary at the 7th step ranges from a low of \$15,810.00 at Boyceville to a high of \$16,434.00 at Elmwood and the average in Comparable Group B is \$16,190.00. The percentage increases at that step range from a low of 7.54% at

Menomonie to a high of 10% at Somerset and the average increase is 8.53%. The 1982-83 BA lane maximum salaries in Comparable Group B range from a low of \$17,600.00 at Menomonie to a high of \$19,236.00 at Prescott with an average of \$18,308.00. The percentage increases for the year at that step in Comparable Group B range from a low of 7% at Menomonie to a high of 10% at Somerset with an average increase of 8.41%. The 1982-83 MA minimum salaries in Comparable Group B range from a low of \$14,040.00 at Somerset to a high of \$15,173.00 at Boyceville with a Comparable Group B average of \$14,626.00. The percentage increases at that step range from a low of 8% at Prescott to a high of 10.1% at Spring Valley with an average increase of 8.91%. The 1982-83 MA lane salaries at the 10th step for Comparable Group B range from a low of \$19,021.00 at Somerset to a high of \$21,100.00 at Menomonie with an average of \$19,965.00. The percentage increases range from a low of 8% at Prescott to a high of 10% at Somerset and the average increase is 8.91%. The 1982-83 MA lane maximum salary ranges from a low of \$21,920.00 at Spring Valley to a high of \$24,122.00 at Elmwood with an average in Comparable Group B of \$22,792.00. The percentage increases at that step in Comparable Group B range from a low of 8% at Prescott to a high of 10% at Somerset and the average increase is 8.89%. The 1982-83 schedule maximum in Comparable Group B ranges from a low of \$22,365.00 at St. Croix Central to a high of \$26,056.00 at Boyceville and the average scheduled maximum in comparable group C is \$24,135.00. The percentage increases range from a low of 8% at Prescott to a high of 10% at Somerset and the Comparable Group B average increase is 8.8%.

The 1981-82 total cost for family health and dental insurance from 1981-82 in Comparable Group A range from a low of \$1255.20 at Mondovi to a high of \$1966.80 at Ellsworth. The average in Comparable Group A was \$1686.24. The Employer's 1981-82 total family health and dental insurance cost per employee was \$1903.44 which was third high in Comparable Group A. The 1982-83 total cost for family health and dental insurance in Comparable Group A range from a low of \$1373.04 at Durand to a high of \$2150.52 at River Falls with an average in Comparable Group A of \$1917.24. The Employer's 1982-83 total cost for family health and dental insurance is \$1711.08 which is \$192.36 less than the preceding year. During 1981-82 no school district in Comparable Group A provided a tax sheltered annuity account for any of its teachers. New Richmond is the only school that has reached agreement for the 1982-83 year on the salary schedule that provides for a tax sheltered annuity account for teachers and it is \$50.00 per month or \$600.00 per year.

The total cost for family health and dental insurance for Comparable Group C for 1981-82 ranged from a low of \$1394.40 at Prescott to a high of \$1962.72 at Boyceville with an average of \$1656.00. The 1982-83 total cost for family health and dental insurance for Comparable Group B ranges from a low of \$1529.04 at Summerset to a high of \$2212.32 at Elmwood with an average of \$1791.36.

The average of all of the 1982-83 collective bargaining agreements in Wisconsin has a BA minimum salary of \$13,577.00, a BA maximum salary of \$20,424.00, an MA minimum salary of \$15,028.00, an MA maximum salary of \$24,392.00 and a schedule maximum of \$26,205.00. The average BA salary at the 7th step is \$17,261.00 and the average MA salary at the 10th step is \$21,106.00. The state average increase for 1982-83 is 8% for a BA minimum, 5% for a BA maximum, 9.2% for an MA minimum, 8.3% for an MA maximum, 8.5% for a schedule maximum, 9.1% for the 7th step of the BA and 9.2% for the 10th step of the MA. This is a weighted average based on the number of teachers and the salaries paid.

The Employer's 1982-83 school aid from the State of Wisconsin has increased by \$163,056.44. The Employer has a 1982-83 school budget of \$3,659,629.00 and the taxes levied total \$2,020,088.00. The total school aid received will be \$1,338,021.15 for 1982-83. The Employer's mill rate for 1982-83 has decreased by 1.15 mills. The new levy is almost \$160,000.00 less than the 1981-82 levy. The 1982-83 enrollment of the Employer has increased by 2 students over the preceding year.

The Consumer Price Index in the Minneapolis-St. Paul area for all urban consumers increased by 10.1% over the preceding year in June of 1982. There had been an increase of .8% in the preceding two months.

At the beginning of the 1978-79 school year the Minneapolis-St. Paul All Urban Consumer Price Index was 198.7 and the Employer's BA minimum salary was \$9,750.00. At the beginning of the 1982-83 school year the Minneapolis-St. Paul All Urban Consumer Price Index was 304.1 and the BA minimum salary was \$12,792.00. If the BA minimum salary had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index from the beginning of the 1978-79 school year to the beginning of the 1982-83 school year, the BA minimum salary would be \$14,922.00. The rate of increase of the Employer's BA minimum salary over the last five years has lagged \$2,130.00 below what it should have increased in order to keep abreast of the increase in the Consumer Price Index. The salary for the BA lane of the 7th step at the beginning of the 1978-79 school year was \$12,264.00 and it was \$16,248.00 at the beginning of the 1982-83 school year. Had the salary for a teacher at the 7th step of the BA lane increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, the salary would now be \$18,769.00. It is \$2,521.00 below that. The Employer's BA lane maximum salary at the beginning of the 1978-79 school year was \$13,940.00 and it is now \$19,496.00. If it had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, it would be \$21,334.00. It is \$1838.00 below that. At the beginning of the 1978-79 school year the Employer paid an MA minimum salary of \$10,750.00 and at the beginning of the 1982-83 school year it was \$14,359.00. If the MA minimum salary had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, it would now be \$16,452.00. It is \$2093.00 below that. At the beginning of the 1978-79 school year a teacher at the 10th step of the MA lane was paid \$14,908.00 and at the beginning of the 1982-83 school year the teacher was paid \$20,164.00. If the salary for a teacher at the 10th step of the MA lane had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, the salary would have been \$22,816.00 at the beginning of the 1982-83 school year. It was \$2,652.00 less than that. At the beginning of the 1978-79 school year the MA lane maximum salary was \$16,756.00 and at the beginning of the 1982-83 school year it was \$23,852.00. If the MA lane maximum salary had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, it would have been \$25,644.00 at the beginning of the 1982-83 school year. It was \$1792.00 less than that. The 1978-79 schedule maximum salary of the Employer was \$17,053.00 and at the beginning of the 1982-83 school year it was \$24,377.00. If the schedule maximum salary had increased at the same rate as the Minneapolis-St. Paul All Urban Consumer Price Index, it would have been \$26,099.00 at the beginning of the 1982-83 school year. It was \$1722.00 less than that. The Employer's proposed BA minimum for the 1982-83 year is \$12,674.00 which is \$2248.00 less than it would be if it had kept pace with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The Employer's 1982-83 proposal for the 7th step of the BA lane is \$16,093.00 which is \$2676.00 less than it would be if it had kept step with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The Employer's proposal for the BA lane maximum with a career step for the 1982-83 school year is \$19,317.00 which is \$2017.00 less than it would be if it had kept step with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The Employer's MA minimum salary for the 1982-83 year is \$14,227.00 which is \$2225.00 less than it would be if it had kept step with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The Employer's proposal for the 10th step of the MA lane for the 1982-83 school year is \$19,974.00 which is \$2,842.00 less than it would be if it kept step with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The Employer's 1982-83 proposal for the MA lane maximum with a career step is \$23,632.00 which is \$2012.00 less than it would be if it kept step with the

increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years. The schedule maximum for 1982-83 in the Employer's proposal was \$24,152.00 which is \$1947.00 less than it would be if it had kept step with the increase in the Minneapolis-St. Paul All Urban Consumer Price Index over the last five years.

The Association's BA minimum proposal for the 1982-83 school year is \$12,792.00 which is \$1672.00 less than it would be if it had kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Association's 1982-83 proposal for the 7th step of the BA lane is \$16,248.00 which is \$1945.00 less than it would be if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Association's BA lane maximum proposal with career step for the 1982-83 school year is \$19,496.00 which is \$1184.00 less than it would be if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the past five years. The Association's MA minimum proposal for the 1982-83 school year is \$14,359.00 which is \$1588.00 less than it would be if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Association's proposal for the 10th step of the MA lane for the 1982-83 school year is \$20,164.00 which is \$1952.00 less than it would be if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Association's proposal for 1982-83 has an MA lane maximum with career step of \$23,852.00 which is \$1005.00 less than it would have been if it was keeping step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Association's 1982-83 schedule maximum with career step would be \$24,377.00 which is \$921.00 less than it would have been had it kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index.

The Employer's 1982-83 offer for the BA minimum salary was \$12,674.00 which was \$1790.00 less than it would have been if it had kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Employer's 1982-83 proposal for the 7th step of the BA lane was \$16,093.00 which was \$2100.00 less than it would have been if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Employer's 1982-83 BA lane maximum proposal was \$19,317.00 which was \$1363.00 less than it would have been if it had kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Employer's 1982-83 proposal for an MA minimum salary was \$14,227.00 which is \$1720.00 less than it would have been if it had kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Employer's 1982-83 proposal for the 10th step of the MA lane is \$19,974.00 which is \$2142.00 less than it would have been if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the last five years. The Employer's 1982-83 proposal for an MA lane maximum with career step is \$23,632.00 which is \$1225.00 less than it would have been if it had kept pace with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the preceding five years. The Employer's 1982-83 proposal for a schedule maximum with career step is \$24,152.00 which is \$1146.00 less than it would have been if it had kept step with the increase in the U.S. City Average for Urban Wage Earners Consumer Price Index over the preceding five years.

For comparative purposes the Employer has determined its 1981-82 salary cost by moving its 1982-83 staff back to the 1981-82 schedule. It is not the actual cost incurred. Using that method the Employer has determined that its 1982-83 staff would have cost \$1,254,163.00 if the 1981-82 salary schedule was applied to it. The Employer's 1982-83 proposal would provide a 7 1/2% increase in each cell for a total cost of \$1,348,238.00. The average increase per teacher would be \$1,314.45. The cost of the Association's 1982-83 proposal is \$1,393,896.00 which provides an average increase per employee of \$1952.40. Its

nine custodians, seven clericals, nine cooks, two aides, and 20 bus drivers received salary increases of 7½% for the 1982-83 school year. St. Croix County has given its courthouse employees a 1982 salary increase of 6.51% and the total increase for the year was 8.3%. Those same employees received a 6.61% salary increase for 1983. The County gave its Social Services employees a 7.25% salary increase for 1982 and another one for 1983. The total increase in cost for the Social Services employees in 1982 was 8.22%. The County gave its law enforcement employees a 7.14% increase in wages in 1982 and a 7.12% increase in wages for 1983. The total increased cost of the law enforcement employees for 1982 was 8.27%. The County gave its highway employees a 1982 wage increase of 7.3% and a 1983 wage increase of 7.17%. The total cost of the highway employees 1982 agreement increased by 8.58%. The County gave its health care employees a 1982 wage increase of 8.25% and the total increase in cost for 1982 was 8.12%. The 1983 salary increase for health care employees was 5.6%.

The Employer surveyed four non-union employers in its area to determine the wage increases that those employers gave in 1982 and 1983. One gave a 1982 increase of 15¢ per hour and a 1983 increase of 20¢ per hour. Another gave a 1982 increase of 5% and a 1983 increase of 5%. The third employer gave a 4.6% increase in 1982. No other information was available on the wage increases given by those employers. The employers responding to the survey had 289 employees on lay off, although 262 of them had been recalled for two four day 32 hour work weeks. In June of 1982 the St. Croix County area had an unemployment rate of 8% as compared to a 10% state wide unemployment rate. The state average increase in teacher agreements that had been reached as of July 15, 1982 was 8½%. One arbitrator gave the Madison teachers a 1981-82 increase of 13½%. Wisconsin has suffered a higher rate of lay offs and plant closings than the rest of the nation during the last few months. The nation as a whole has been having a somewhat similar experience to a lesser extent. The average increases given by employers during 1982 have lagged behind the 1981 increases.

The Employer considers comparable group A to be a proper group for comparison. It would also utilize a comparable group, hereinafter referred to as Comparable Group C, consisting of all of Comparable Group A plus the school districts of Glenwood City, St. Croix Central, Somerset and Spring Valley. The latter three districts make up part of the Comparable Group B. The four additional school districts are all contiguous to the Employer. The enrollments in the schools in Comparable Group C range from a low of 729 at Somerset to a high of 2761 at Hudson and the full time equivalent faculty ranges from a low of 47.5 teachers at Spring Valley to 155.74 teachers at Hudson. The Employer has the 7th highest enrollment in Comparable Group C and the 5th highest full time equivalent faculty. The state aid per pupil in Comparable Group C ranges from a low of \$1950.14 at River Falls to a high of \$1320.53 at Glenwood City. The Employer's state aid per pupil is \$1079.93 which is 6th highest in Comparable Group C. The school cost per pupil in Comparable Group C ranges from a low of \$2024.00 per pupil at Ellsworth to a high of \$2737.60 at Somerset. The Employer has the second highest cost per pupil in Comparable Group C. The levy rate in Comparable Group C for 1981-82 ranged from a low of \$8.46 per thousand at Mondovi to a high of \$13.87 per thousand at Mondovi. The Employer's levy rate was \$12.22 per thousand which was second highest in Comparable Group C. The equalized valuation per pupil in Comparable Group C ranged from a low of \$97,161.00 at Glenwood City to a high of \$133,573.00 at River Falls. The Employer had an equalized valuation per pupil of \$122,426.00 which was third highest in Comparable Group C. The 1982-83 BA minimum among those schools in Comparable Group C that have reached agreement ranges from a low of \$12,650.00 at Mondovi to a high of \$13,400.00 at Spring Valley. This should be compared with the Association's proposal providing for a BA minimum of \$12,792.00 and the Employer's proposal providing for \$12,674.00. Only one school district in Comparable Group C would pay a lower BA minimum salary than the proposal of either the Employer or the Association. The BA maximum in Comparable Group C for those school districts that have reached agreement for 1982-83 range from

a low of \$17,900.00 at Spring Valley to a high of \$20,178.00 at Amery. The Employer proposes a BA maximum of \$19,317.00 while the Association's proposal is \$19,496.00. Only three school districts in Comparable Group C that have reached agreement on 1982-83 salary pay a higher BA maximum than the Employer's proposal. The 1982-83 MA minimums in Comparable Group C range from a low of \$13,630.00 at Mondovi to a high of \$14,868.00 at Amery. The Employer's proposal of \$14,227.00 and the Association's offer of \$14,359.00 are both sixth from the top of Comparable Group C. The MA maximum salary for schools in Comparable Group C that have reached agreement on the 1982-83 salary schedule range from a low of \$21,920.00 at Spring Valley to a high of \$24,350.00 at Durand. The Employer proposes an MA maximum of \$22,528.00 and the Association proposes \$22,744.00. Only four schools in Comparable Group C have a higher MA maximum than proposed by either the Association or the Employer. The schedule maximums in Comparable Group C range from a low of \$22,365.00 at St. Croix Central to a high of \$25,150.00 at New Richmond. The Employer proposes a schedule maximum of \$23,028.00 while the Association proposes a schedule maximum of \$23,246.00. Seven of the schools that have reached agreement for 1982-83 will pay higher schedule maximums than is proposed by either the Employer or the Association. Eight schools in Comparable Group C have reached agreement on a salary schedule for 1982-83 and four of them propose longevity provisions. All of the longevity provisions agreed upon in Comparable Group C are lower than the proposals of either the Employer or the Association. The Employer provided the best longevity plan in Comparable Group C during 1981-82 school year and either its proposal or the proposal of the Association is superior to that of any other school that has reached agreement on a 1982-83 salary schedule. The Employer pays 100% of the premium on health insurance, dental insurance, life insurance, long term disability and the employees share of the contribution to the Wisconsin Retirement System. This is the pattern throughout Comparable Group C with a very few exceptions.

DISCUSSION:

In presenting its evidence the Association relied on two different comparable groups. They were Comparable Group A which consists of the schools in the Middle Border Athletic Conference and Comparable Group B which consists of seven CESA Number Five school districts within the geographic proximity of the Employer. The Employer relies on Comparable Group C which consists of all of the schools in Comparable Group A plus three school districts in Comparable Group B that are located in the same county as the Employer and another district that is located in the same county.

The factors ordinarily considered by arbitrators in determining comparable groups are geographic proximity, athletic conferences, average daily pupil membership, full time equivalency staff per pupil, operating costs, levy rate, equalized valuation per pupil and state aid. Based on those criteria each of the comparable groups has some validity. All three groups consist of school districts in the same geographic proximity as the Employer. Comparable Group A and Comparable Group C include all of the school districts from the same athletic conference. The school districts in the three comparable groups have average daily enrollments ranging from 508 at Elmwood to 2761 at Hudson. The Employer had a 1981-82 average daily attendance of 1081. The average daily attendance is 1746 for Comparable Group A, 1044 for Comparable Group B and 1038 for Comparable Group C. The average daily attendance of all three groups is very similar and the Employer is close to the averages. The full time equivalency staff in the three comparable groups ranges from a low of 31.20 at Elmwood to a high of 161.63 at Menomonie. The Employer had a 1981-82 full time equivalent staff of 74.97. The average full time equivalency staffs were 102.76 for Comparable Group A, 63.48 for Comparable Group B and 85.55 for Comparable Group C. The Employer's full time equivalency staff fits the pattern of any one of the comparable groups. The cost per pupil in comparable groups A and B for the 1980-81 school year ranges from a low of \$1955.99 at Mondovi to the high of \$2737.60 at Somerset. The Employer's cost per pupil for that year was \$2575.60.

The 1980-81 averages were \$2224.09 for Comparable Group A, \$2283.34 for Comparable Group B and \$2283.49 for Comparable Group C. The Employer's cost per pupil was well above the average of any of the groups for that particular school year. The state aid provided for the school districts in the three comparable groups ranges from a low of \$881.72 at Prescott, to a high of \$1320.53 at Glenwood City. The averages were \$1,049.19 for Comparable Group A, \$1133.63 for Comparable Group B and \$1119.75 for Comparable Group C. The Employer's state aid per pupil was \$1,079.93 which is very close to the averages of all three comparable groups. The equalized valuation per pupil in all three comparable groups ranges from a low of \$97,161.00 at Glenwood City to a high of \$128,750.00 at Menomonie. The average equalized valuation per pupil was \$117,230.00 for Comparable Group A, \$110,377.00 for Comparable Group B and \$112,153.00 for Comparable Group C. The Employer's equalized valuation per pupil of \$122,426.00 was well above the average of any of the comparable groups. The levy rate per thousand in the three comparable groups range from a low of \$8.46 per thousand dollars at Mondovi to a high of \$13.87 per thousand dollars at Somerset. The average of the levy rates were \$9.98 per thousand dollars for Comparable Group A, \$10.47 per thousand dollars for Comparable Group B and \$10.38 per thousand dollars for Comparable Group C. The Employer's levy rate of \$12.22 per thousand dollars was well above the averages for the three comparable groups.

Comparable Groups A, B and C all meet the criteria that have been utilized by arbitrators for determining proper comparable groups. The Association and the Employer both agree that the school districts in the Middle Border Conference that constitutes Comparable Group A should be considered as comparables. The Association would consider additional schools that are in Comparable Group B while the Employer would only include a few of those in Comparable Group B as well as all of those in Comparable Group A. The arbitrator finds that Comparable Group A is the most proper comparable group to consider and he will rely on it primarily. Because the other two comparable groups meet the criteria relied upon arbitrators and because both the Employer and the Association agree that some of the school districts in both groups are comparable, the arbitrator will rely secondarily on Comparable Groups B and C.

The difference between the salary proposals of the Association and the Employer is only 1%. That difference, standing by itself, is hardly one that could not or should not be resolved without the assistance of an arbitrator. In making his decision the arbitrator must consider the 8 criteria set forth in the statute. It is clear that the Employer has the lawful authority to grant the increase offered by it or requested by the Association. The stipulations of the parties do not place any restriction on the Arbitrator that would prevent him from selecting the offer of either the Association or the Employer. The interest and welfare of the public and the financial ability of the unit of government to meet the costs of either proposed settlement are not major factors for the arbitrator to consider in making his decision in this dispute. Either of the proposals places a substantial financial burden on the Employer but it has the financial ability to meet the costs of either the Association's proposal or its own. It is in the interest and welfare of the public to have its teachers paid at a rate that is comparable to that of other teachers in the area so that it will be able to attract teachers of comparable quality and training. From that point of view either the Employer's proposal or the one of the Association meets the interest and welfare of the public because either one pretty much maintains the ranking of the Employer with respect to the salaries it pays teachers at the bench mark levels. In some categories the Employer ranks somewhat above the salaries paid by most of the other schools in Comparable Group A while it lags a bit behind in the others. The fact is that either the 7 1/2% proposed increase of the Employer or the 8 1/2% proposed increase of the Association would retain the Employer's rankings at most of the bench positions. Since the Employer's proposal is a bit lower than the average of those school districts that have reached agreement on a new collective bargaining

agreement, the relationships of the salaries of the Employer's teachers as compared to teachers in comparable categories in other schools might slip somewhat but not enough to seriously impact upon the interest and welfare of the public.

Comparison of wages of the Employer's teachers with the wages of other teachers in the school district that have reached agreement on a new collective bargaining agreement shifts the advantage slightly in the direction of the Association's proposal. The increases in Comparable Group A among school districts that have reached agreement were 10% at Hudson, 8.6% at Amery, 10% at Durand and 7.2% at Mondovi. The average increase among those four schools was 8.95%. New Richmond is another school in Comparable Group A that has reached agreement on a new collective bargaining agreement and they have given an increase of 6.8% plus an annuity account of \$600.00 for each teacher. If the annuity account is excluded in computing the wages, New Richmond has given a salary increase of 6.8%. If the annuity account is included, the increase is 9.6%. The average of the increase given by Hudson, Amery, Durand, Mondovi and New Richmond, excluding the amount placed in the annuity account by New Richmond, is 8.52%. If the annuity account is included in the New Richmond salaries, that average is raised to 9.08%. In either case the average increase given by school districts in Comparable Group A that have reached agreement is as high or higher than the proposal of the Association and at least 1% above the proposal of the Employer. Generally speaking teachers salaries should be compared with teachers salaries when making comparisons. The Employer has given 7 1/2% increases to its administrators and non-certified staff which does establish an internal pattern. St. Croix County has reached agreement on 1982 wage increases ranging from a low of 6.51% to its courthouse employees to a high of 8.25% for its health care employees. For 1983 the county has given wage increases ranging from a low of 5.6% to its health care employees to a high of 7.25% for its social services employees. The Employer has introduced evidence of salary increases given by certain private sector employers in the area and they establish a pattern of increases substantially below either its proposal or the proposal of the Association. The arbitrator does not find the private sector wage increases presented by the Employer to have much validity because they are selective and do not establish an area pattern. Because of the internal pattern of 7 1/2% established by the Employer and the St. Croix County pattern of wage increases to public employees along with the admittedly lower increases being given by private sector employers, the arbitrator finds the comparisons favor the proposal of the Employer as opposed to that of the Association. However that is comparing apples to oranges as opposed to comparing apples to apples when teacher salary increases in the area are considered. Based on the comparisons with comparable teacher increases in the area, increases given to other public employees in the area, the internal pattern established by the Employer in giving increases to its other employees and the relatively low increases given by the private sector, the arbitrator would be just as comfortable with the proposal of the Employer as that of the Association if that were the only factor to be considered. Both the Employer and the Association have proposed that the same increase be given for extracurricular activities as is being proposed for regular salary increases so the arbitrator would be comfortable with either party's proposal on that issue.

The factor that tips the scales in favor of the Association's proposal is the Employer's freeze of the annual increments. Of the five schools that have reached agreement in Comparable Group A, only one freezes the annual increment. That was done by agreement between the parties in the Hudson school district after they had agreed upon a 10% increase in salaries. That was a salary increase substantially higher than that proposed by the Employer or given by any other school district in Comparable Group A that has reached agreement on salaries for the 1982-83 school year. The other school districts that have reached agreement have given increases that average out higher than the 8 1/2% proposed by the Association and all but one give the annual increments too. An

arbitrator should be very reluctant to change an existing salary structure and pattern that has been reached by agreement of the parties. The Employer's proposed freeze of the increment places a teacher with no experience in the same position on the salary schedule as a teacher with one year of experience. If the freeze was implemented, comparison of the Employer's bench mark positions with comparable positions on the salary schedules of other schools would have less validity because the Employer's teachers would have one more year of experience as teachers in their bench mark positions as a result of the freeze than the teachers in the other schools. Such fundamental changes in a salary schedule should take place in the voluntary bargaining process. The give and take at the bargaining table is the proper place to achieve such results. Obviously that was done at Hudson, where the Employer gave a substantially higher increase than the pattern established in the area by other school districts in return for an agreement to freeze employees at their present increment levels on the salary schedule. In the absence of some overriding consideration an arbitrator should be very reluctant to accept a proposal that departs from the existing pattern established as a result of collective bargaining between the Employer and employees. Salary indexes reflect the relationships between teachers with various amounts of experience and training. The existing salary index was agreed upon by both parties and its purpose was to reflect the relationships between teachers with various amounts of experience and training. Freezing all teachers at the existing incremental steps distorts that relationship in a number of ways. The Employer gives no justification for its proposal to freeze all teachers at their existing positions on the salary index. One must assume that the basis for its position is a reduction of costs. The arbitrator can be sympathetic with the Employer's desire to reduce costs, but cost reduction should be achieved by methods that do not distort the existing relationships between teachers with varying amounts of experience and training unless there is evidence of inequities or substantial departure from the pattern existing between other employers in the area and their teachers.

The arbitrator must select the proposal of the parties that most closely adheres to the criteria set forth in the statute. Among the most important is the comparison of salaries and increases given to teachers in the area. While the Employer's proposal of 7½% is somewhat less than the average increase given in Comparable Group A and throughout the state, that factor alone does not make it completely unacceptable. When you add to it the Employer's proposal to freeze all teachers at their existing positions on the salary index, the distortion that would result tips the scale against the Employer's proposal and in favor of the last offer of the Association.

The Employer argues that public sector employees must realize that the resources necessary to sustain high wage increases are no longer available. The arbitrator concedes that the Employer cannot ignore the economic difficulties faced by its taxpayers. However its situation is no different than that of any other school district in Comparable Groups A, B, C or the rest of the state. As a matter of fact the economic circumstances in the Employer's area are somewhat better than that of the rest of the state. The arbitrator sees no reason why the Employer's teachers should be given lower increases than those given by other employers in the area whose circumstances are no better. The Employer has given no basis for disrupting the existing relationships between its teachers of various levels of experience and training. The Employer points out that its final offer guarantees that its teachers will receive increases that exceed the current increase in the cost of living. The arbitrator concedes that point. However the evidence clearly shows that over the past five years the salary increases given by the Employer lagged far behind the rate of increase in the cost of living. Collective bargaining established wage patterns in that period that provided for increases that were lower than the increase in the cost of living. Now that the rate of increase of the cost of living is declining collective bargaining still is establishing a pattern of salary increases for

teachers and the average increase for the 1982-83 school year is somewhat greater than the increase in the cost of living during the preceding year. The Employer has the ability to give its teachers increases comparable to that of other employers in its area and an arbitrator should require them to do so.

The Employer points out that its proposal maintains the districts ranking at the 5 bench mark salary schedule positions. The arbitrator concedes that and might very well have gone along with the proposal of the Employer were it not for the fact that it froze teachers at their existing positions on the salary index. By freezing them at those positions teachers would remain at the old bench mark salary schedule positions even though they had acquired additional experience. Under the Employer's proposal one of its teachers who had five years of experience during the 1981-82 school year would remain at the same position on the index while a teacher in all but one of the other school districts in Comparable Group A, B or C who had five years of experience during the 1981-82 school year would be in a new position on the salary index and receive an additional increment. While the bench mark salary schedule positions would retain their same ranking under the Employer's offer, the Employer's teachers would not maintain their ranking with teachers of comparable experience.

The Employer argues that its economic offer is more reasonable when compared with increases received by its other employees. The arbitrator concedes that the internal pattern established by the Employer is 7 1/2% for bus drivers, teachers aids, cooks, clericals, custodians and administrators. As the arbitrator pointed out earlier, internal patterns are significant but they do result in comparing apples to oranges rather than apples to apples. In establishing its internal pattern the Employer retained the same relationships between those employees which it gave an increase of 7 1/2%. However it seeks to disrupt the salary relationship between those employees and the teachers as well as among the teachers themselves by freezing all teachers at their current positions on the salary index. It is that feature of the Employer's proposal that makes it unacceptable.

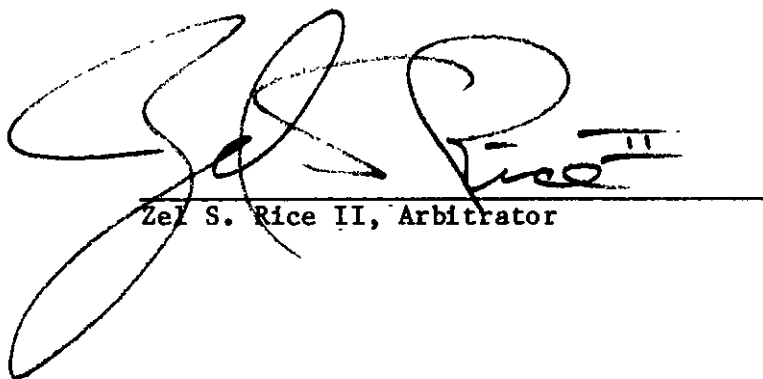
The Employer objects to the use of statewide average increases by the Association contending that it is misleading. However the statewide average increase presented by the Association is almost the same as the average increase agreed upon by those school districts in Comparable Group A who have reached agreement on a 1982-83 collective bargaining agreement. The Employer points out an error in the Association's exhibit on the schedule maximum for New Richmond. That error is not significant enough to change the impact of the Association's exhibit. The Employer also contends that the figures presented by the Association on the total district cost for health and dental insurance are misleading because they represent the actual premiums paid by each individual school district. The arbitrator is of the opinion that anything other than the actual premiums paid by each individual school district would be misleading and irrelevant. The Employer seems to be most disturbed by the Association's exhibit comparing the increases in the Consumer Price Index over the last five years to the increases in the Employer's salaries at the various bench mark positions over the same period. It contends that the increment structure built into the salary schedule should be considered because individual teachers received additional monies as a result of their movement through the salary schedule. Again the arbitrator disagrees. The salary of a teacher with a bachelors degree and no experience five years ago should be compared with the salary of a teacher with a bachelors degree and no experience now. It should not be compared with a teacher with five years experience and a masters degree. The arbitrator concedes that employees cannot expect absolute protection against inflationary spiral and they must hope that they will not slip too far behind it. The Employer should realize that it cannot limit its increases to the increase of the cost of living when it is very low while other school districts in its area provide their teachers with increases that are somewhat higher.

In the absence of an unacceptable salary proposal on the part of the Association the arbitrator would not consider accepting a final offer that freezes teachers at their existing positions on the salary index. In this case the Association has made a proposal that fits neatly into the pattern established by other school districts in its athletic conference and in the area and still maintains the previously bargained relationships between teachers with varying amounts of experience and training.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Association's final offer is preferable to that of the Employer and orders that it be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 10th day of December, 1982.



Zel S. Rice II, Arbitrator

EXHIBIT "A"

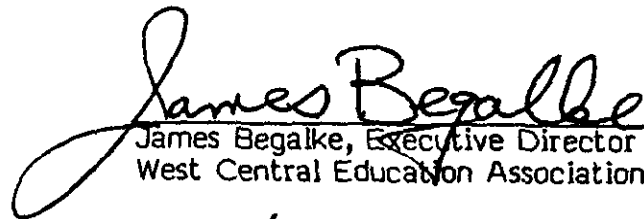
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AUG 12 1982

WCEA-BALDWIN-WOODVILLE

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The Association proposes the provisions of the 1981-83 Professional Agreement, between the WCEA-Baldwin-Woodville and the Baldwin-Woodville District, become the terms of the 1981-83 Professional Agreement except as modified by the amendments, attached hereto and as determined by the mediator-arbitrator, to be incorporated into the successor contract.


James Begalke, Executive Director
West Central Education Association

8/6/82
Date

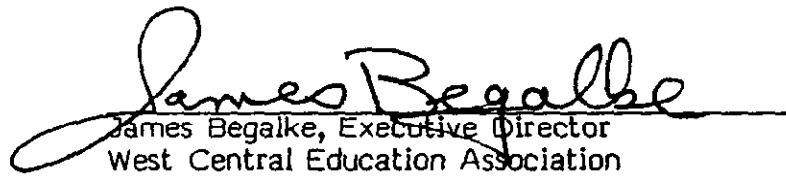
WCEA-BALDWIN-WOODVILLE FINAL OFFER

August 5, 1982

1. Salary - Article IX - Schedule A - Base Salary - 1982-83 - The salary schedule is attached.
2. Article IX - Adjust Rates

	<u>1981-82</u>	<u>1982-83</u>
E.	1320	1432
G.	5.50	5.97
H.	990	1074
	1320	1432
L.	1100	1194

3. Article X - Schedule B - Athletic Activities - 1982-83:
Increase the compensation by 8.5% for each activity listed.
4. Article XI - Schedule C - Extra Curricular Activities - 1982-83:
Increase the compensation by 8.5% for each activity listed.


James Begalke, Executive Director
West Central Education Association

8/6/82
Date

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ARTICLE IX - SCHEDULE A - BASE SALARY

1982-83

Steps on Schedule	Years of Experience	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8
		4.50% \$576	4.5% \$590	4.49% \$603	4.5% \$618	4.5% \$632	4.49% \$645	4.50% \$660
1	0	12,792	13,106	13,419	13,729	14,043	14,359	14,666
2	1	13,368	13,696	14,022	14,347	14,675	15,004	15,326
3	2	13,944	14,286	14,625	14,965	15,307	15,649	15,986
4	3	14,520	14,876	15,228	15,583	15,939	16,294	16,646
5	4	15,096	15,466	15,831	16,201	16,571	16,939	17,306
6	5	15,672	16,056	16,434	16,819	17,203	17,584	17,966
7	6	16,248	16,646	17,037	17,437	17,835	18,229	18,626
8	7	16,824	17,236	17,640	18,055	18,467	18,874	19,286
9	8	17,400	17,826	18,243	18,673	19,099	19,519	19,946
10	9	17,976	18,416	18,846	19,291	19,731	20,164	20,606
11	10	18,552	19,006	19,449	19,909	20,363	20,809	21,266
12	11	0	19,596	20,052	20,527	20,995	21,454	21,926
13	12	0	0	20,655	21,145	21,627	22,099	22,586
14	13	0	0	0	0	0	22,744	23,246
Career Step		19,496	20,579	21,675	22,187	22,698	23,852	24,377

EXHIBIT "B"

AUG 11 1982

FINAL OFFER

BALDWIN-WOODVILLE SCHOOL DISTRICT

WISCONSIN PROFESSIONAL
RELATIONS COMMISSION

August 10, 1982

1. Salary - Article IX - Schedule A: Increase each cell of the salary schedule by 7-1/2%; Increase career step by 7-1/2%; freeze the increment.
2. Article IX - Adjust Rates contained in Sections E, G, H & L by 7-1/2%.
3. Article X - Schedule B - Athletic Activities for 1982-83: Increase the compensation by 7-1/2% for each activity listed.
4. Article XI - Schedule C - Extra-curricular Activities - 1982-83: Increase the compensation by 7-1/2% for each activity listed.

BALDWIN-WOODVILLE BOARD OF EDUCATION

By:

Michael J. Burke
Michael J. Burke

Date

August 10, 1982