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In the matter of the stipulation of:

PLUM CITY SCHOOL DISTRICT

and

WEST CENTRAL EDUCATION ASSOCIATION-  
PLUM CITY

Decision No. 22049-A

To initiate Mediation/Arbitration between said parties.

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Appearances: James Begalke, Executive Director, for the Association  
Stephen L. Weld, Attorney at Law, for the Employer

West Central Education Association-Plum City, hereinafter referred to as the Association, and Plum City School District, hereinafter referred to as the Employer, filed a stipulation with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein they alleged an impasse existed between them in their collective bargaining and they requested the Commission to initiate mediation-arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act.

The Employer operates a school system at Plum City, Wisconsin, and the Association is the exclusive collective bargaining representative of certain employees in a collective bargaining unit consisting of all full time and part time certified teacher employees. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions that expired on June 30, 1984. On June 4, 1984 and July 18, 1984, the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. Thereafter the parties met on two occasions in efforts to reach an accord. On September 7, 1984 the Association and the Employer filed a stipulation requesting that the commission initiate mediation-arbitration. A member of the Commission's staff conducted an investigation that reflected that the parties were deadlocked in their negotiations. The parties submitted their final offers to the investigator who notified them that the investigation was closed and advised the Commission that the parties remained at impasse. On October 22, 1984 the Commission issued an order directing that mediation-arbitration be initiated for the purpose of resolving the impasse arising out of the collective bargaining between the Employer and the Association.

Upon being advised that the parties had selected Zel S. Rice II as the mediator-arbitrator, the Commission appointed him to endeavor to mediate the issues in dispute. In the event that the endeavor did not result in the resolution of the impasse between the parties, he was directed to issue a final and binding award by selecting either the total final offer of the Employer or the total final offer of the Association.

A mediation session was conducted at Plum City, Wisconsin, on January 30, 1985. After several hours of mediation the parties remained at impasse and neither one would agree to a concession that would result in a resolution of the dispute. Accordingly, the mediator-arbitrator declared the mediation phase of the proceedings at an end and the arbitration hearing began. The parties were given an opportunity to present evidence in support of their positions.

The Association proposed a 1984-85 salary schedule consisting of six horizontal lanes and fourteen vertical steps. The BS lane and the BS+8 lane had eleven vertical steps, the BS+16 lane had twelve vertical steps, the BS+24 lane had thirteen vertical steps and the MS and the MS+8 lanes had fourteen vertical steps. The Association proposed to continue the old grid with the addition of the MS+8 lane with a lane increment of \$289.00 and a 6% adjustment to each cell of the grid.

The Employer proposed a continuation of the old grid with an additional lane of MS+16 with a lane increment of \$500.00. The BS and the BS+8 lanes would have eleven vertical steps, the BS+16 would have twelve vertical steps, the BS+24 would have thirteen vertical steps, the MS lane would have fourteen vertical steps and the MS+16 would have fifteen vertical steps. The Employer would add \$600.00 to the base and retain the 4% index throughout the grid.

The Employer's proposal would result in a 7% increase in wage costs while the Association's proposal would result in an 8.3% increase. Basically the Employer and the Association are in agreement about the grid system. The Employer proposes that the new lane be MS+16 and the Association proposes that it be MS+8. The Employer proposes that it have a maximum of fifteen vertical steps while the Association proposes a maximum of fourteen steps. Their proposals are very similar. The primary differential is the result of the Employer's proposal to add \$600.00 to the base and extrapolate that amount throughout the grid system with a 4% index while the Association proposes a 6% addition to each cell. The difference in cost between the two proposals results from the differences in the two proposals.

The Union proposes a comparable group consisting of all of the school districts in the Dunn-St. Croix Conference plus the Somerset School District. All of these school districts are part of CESA 11 and they were all part of CESA 5 before it was reorganized. The school districts comprising the comparable group are Pepin, Plum City, Arkansaw, Prescott, Spring Valley, Elmwood, Elk Mound, Colfax, Boyceville, Glenwood City, St. Croix Central and Somerset. The Wisconsin Interscholastic Athletic Association has proposed that Somerset be included in the Dunn-St. Croix Conference because of the similarities that exist between the schools and the fact that a number of the conference schools have included Somerset in their athletic schedules for several years.

The Arkansaw School District had a 1982-83 school cost of \$3,909.00 per pupil and it received state aid of \$1,807.00 per pupil. The school district had an equalized valuation of \$117,782.00 per pupil and the enrollment was 233. The levy rate for the school district was 17.84. Boyceville had a cost per pupil of \$2,693.00 and its state aid was \$1,501.00 per pupil. The equalized valuation of the school district was \$119,254.00 per pupil and the enrollment was 735. The levy rate for the school district was 10. Colfax had a cost per pupil of \$2,871.00 and received state aid in the amount of \$1,364.00 per pupil. The equalized valuation of the school district was \$129,986.00 per pupil and the enrollment was 721. The levy rate of the school district was 11.6. Elk Mound had a 1982-83 cost per pupil of \$2,756.00 and it received state aid of \$1,662.00 per pupil. The equalized valuation of the school district was \$95,565.00 and the enrollment was 741. The levy rate of the school district was 11.45. Elmwood had a cost per pupil of \$2,833.00 and it received state aid in the amount of \$1,408.00 per pupil. The equalized valuation of the school district was \$134,065.00 and the enrollment was 503. The school district levy rate was 10.63. Glenwood City had a cost per pupil of \$2,911.00 and it received state aid in the amount of \$1,712.00. The equalized valuation was \$108,262.00 per pupil and the enrollment was 767. The levy rate of the school district was 11.08. Pepin had a 1982-83 school cost of \$2,946.00 per pupil and it received state aid in the amount of \$1,312.00 per pupil. The equalized valuation was \$143,628.00 and the enrollment was 410. The school district's levy rate was 11.38. The Employer had a per pupil cost of \$3,117.00 and it received state aid in the amount of \$1,120.00. The equalized valuation in the school district was \$162,098.00 and the enrollment was 366. The school district had a levy rate of 12.32. Prescott had a cost per pupil of \$2,455.00 and it received state aid in the amount of \$1,100.00 per pupil. The equalized valuation was \$146,903.00 and the enrollment was 903. The levy rate of the school district was 9.23. Somerset had a 1982-83 school cost of \$2,910.00 per pupil and it received state aid in the amount of \$1,527.00 per pupil. The equalized valuation was \$122,833.00 per pupil. The enrollment was 697. The levy rate of the school district was 11.27. Spring Valley had a cost per pupil in 1982-83 school year of \$2,858.00 and the state aid was \$1,519.00 per pupil. The equalized valuation was \$121,609.00 and the enrollment was 698. The school district had a levy rate of 11.01. St. Croix Central had a per pupil cost of \$2,656.00 and it received state aid in the amount of \$1,355.00 per pupil. The equalized valuation was

\$121,449.00 per pupil and the enrollment was 852. The levy rate of the school district was 10.71.

Arkansaw projects that its 1984-85 school costs will be \$4,202.00 per pupil and its state aid will be \$1,695.00 per pupil. Its equalized valuation will be \$134,969.00 and the enrollment will be 205 students. The levy rate for the school district would be 18.58. Boyceville projects a 1984-85 school cost of \$2,979.00 per pupil and it will receive state aid in the amount of \$1,533.00 per pupil. The equalized valuation of the school district is \$131,097.00 per pupil and the enrollment is 690. The levy rate for the school district will be 11.03. Colfax projects a 1984-85 school cost of \$3,105.00 per pupil and it will receive state aid in the amount of \$1,488.00 per pupil. The school district has an equalized valuation of \$131,157.00 per pupil and its enrollment will be 744. The levy rate for the school district will be 12.32. Elk Mound projects a 1984-85 school cost of \$2,787.00 per pupil and it will receive state aids in the amount of \$1,715.00 per pupil. It has an equalized valuation of \$93,882.00 per pupil and the enrollment is 777. The school district has a levy rate of 11.42. Elmwood projects a school cost of \$3,176.00 per pupil and it will receive state aid in the amount of \$1,386.00 per pupil. The equalized valuation is \$149,599.00 per pupil and the enrollment is 477. The school district levy rate will be 11.97. Glenwood City projects a 1984-85 school cost of \$2,997.00 per pupil and it will receive state aid of \$1,787.00. The equalized valuation will be \$109,548.00 per pupil and the enrollment will be 773. The levy rate of the school district will be 11.05. Pepin projects a 1984-85 school cost of \$2,967.00 per pupil and it will receive state aid in the amount of \$1,283.00 per pupil. The equalized valuation is \$152,251.00 per pupil and the enrollment is 402. The levy rate for the school district is 11.06. The Employer projects a 1984-85 school cost of \$3,241.00 per pupil and it will receive state aid in the amount of \$976.00 per pupil. It has an equalized valuation of \$183,941.00 per pupil and its enrollment is 344. The levy rate for the school district is 12.31. Prescott projects its 1984-85 school cost to be \$2,583.00 per pupil and it will receive state aid in the amount of \$1,089.00 per pupil. The equalized valuation is \$156,666.00 per pupil and its enrollment is 925. The levy rate for the school district is 9.54. Somerset projects its 1984-85 school cost to be \$3,101.00 and its state aid will be \$1,630.00 per pupil. The equalized valuation is \$124,460.00 and the enrollment is 707. The school district has a levy rate of 11.82. Spring Valley projects its 1984-85 school cost to be \$3,048.00 per pupil and it will receive state aids in the amount of \$1,484.00 per pupil. The equalized valuation of the school district will be \$135,224.00 per pupil and the enrollment will be 680. The levy rate for the school district will be 11.57. St. Croix Central projects its school costs to be \$2,682.00 per pupil this year and it will receive state aid in the amount of \$1,401.00 per pupil. The equalized valuation is \$119,745.00 and the enrollment is 879. The levy rate is 10.70. The enrollment in grades 9 through 12 in the twelve school districts included in Comparable Group A range from a low of 71 at Arkansaw to a high of 338 in Prescott. The Employer has the next to the smallest enrollment in the Comparable Group with 141. Arkansaw had a 1983-84 school cost per student of \$4,585.00 and the levy rate was 20.83.

Eight of the twelve schools in Comparable Group A have reached agreement on salaries for the 1984-85 school year. The average 1984-85 BA minimum in Comparable Group A was \$14,624.00 which represented an average increase of 6.2% or \$848.00. The average BA maximum was \$20,809.00 which represented a 6.2% increase or an average of \$1,206.00. The average MA minimum for 1984-85 in the Comparable Group was \$16,389.00 which was a 6.2% increase or an average of \$950.00. The average MA maximum for the 1984-85 school year in Comparable Group A was \$25,447.00 which represented a 6.2% increase or an average of \$1,475.00. The schedule maximum average was \$26,702.00 which represented a 6.7% increase or an average of \$1,687.00. The BA seventh step average in Comparable Group A for the 1984-85 school year is \$18,081.00 which is a 6.2% increase or \$1,049.00. The MA tenth step average salary in Comparable Group A for the 1984-85 school year is \$22,210.00 which represents a 6.2% increase or an average of \$1,287.00. The lowest dollar increase for the BA minimum for those school districts in Comparable Group A that have reached agreement for the 1984-85 school year was \$787.00 at Glenwood City and the highest was \$920.00 at Somerset. The Association's proposal would increase the BA minimum \$854.00 which would rank

fourth among those school districts already settled while the Employer's proposal of a \$600.00 increase would be the lowest. The dollar increase for the BA maximum for Comparable Group A of those school districts that have reached agreement for the 1984-85 school year ranges from a low of \$1,115.00 at Boyceville to a high of \$1,344.00 at Somerset. The Association's proposal of a \$1,182.00 increase would rank fifth among those school districts that have reached agreement while the Employer's proposal of \$1,058.00 would rank at the bottom. The dollar increases for the MA minimum in Comparable Group A for those school districts that have reached agreement for the 1984-85 school year range from a low of \$868.00 at Glenwood City to a high of \$1,013.00 at St. Croix Central. The Association's proposal of a \$916.00 increase would be next to the lowest among those school districts that have reached agreement while the Employer's proposal of \$562.00 increase would be the lowest. The dollar increases for the MA maximum for those school districts in Comparable Group A that have reached agreement for the 1984-85 school year range from a low of \$1,388.00 at Colfax to a high of \$1,585.00 at Somerset. The Association's proposal of \$1,374.00 increase would rank last among the schools in Comparable Group A that have reached agreement and the Employer's proposal of \$1,160.00 would rank last. The dollar increase for the schedule maximum in Comparable Group A for the 1984-85 school year for those school districts that have reached agreement ranges from a low of \$1,138.00 at Boyceville to a high of \$2,544.00 at Elmwood. The Association's proposal of a \$1,814.00 increase in the schedule maximum would rank fourth in the Comparable Group while the Employer's proposal of \$2,573.00 increase would rank first. The dollar increase for the BA seventh step in Comparable Group A among those school districts that have reached agreement for the 1984-85 school year ranges from a low of \$981.00 at Glenwood City to a high of \$1,141.00 at Somerset. The Association's proposal of a \$1,051.00 increase would rank third while the Employer's proposal of an \$874.00 increase would rank last in Comparable Group A. The dollar increase for the MA tenth step in Comparable Group A among those school districts in Comparable Group A that have reached agreement for the 1984-85 school year ranges from a low of \$1,236.00 at Glenwood City to a high of \$1,360.00 at Somerset. The Association's proposal of a \$1,233.00 increase would rank last and the Employer's proposal of \$976.00 would rank last. The increases in the MA minimum in Comparable Group A for the 1984-85 school year range from a low of 6% at Elmwood to a high of 6.7% at Somerset. The Association's proposal of a 6% increase would rank last while the Employer's proposal of a 4.2% increase would rank last. The average increase of the eight schools in Comparable Group A that have reached agreement is 6.2%. The percentage increases for the BA maximum for the 1984-85 school year for the those school districts in Comparable Group A that have reached agreement range from a low of 6% at Elmwood to a high of 6.7% at Somerset. The Association's proposal of a 6% increase would rank at the bottom among those school districts that have reached agreement and the Employer's proposal of 5.4% increase would rank at the bottom. The average increase for the BA maximum in Comparable Group A for the 1984-85 school year is 6.2%. The percentage increase at the MA minimum step in Comparable Group A among those school districts that have reached agreement for the 1984-85 school year ranges from a low of 6% at Elmwood to a high of 6.7% at Somerset. The Association's proposal of a 6% increase would rank at the bottom and the Employer's proposal of a 3.7% increase would rank at the bottom. The average increase of the eight schools that have reached agreement is 6.2%. The percentage increase for the MA maximum in Comparable Group A for those school districts that have reached agreement for the 1984-85 school year ranges from a low of 6% to a high of 6.7% with an average of 6.2%. The Association's proposal of a 6% increase would rank at the bottom in the Comparable Group and the Employer's proposal of a 5.1% increase would rank at the bottom. The percent of increase for the schedule maximum in Comparable Group A among those schools that have reached agreement for the 1984-85 school year ranges from a low of 6% to a high of 9.6%. The Association's proposal of a 7.9% increase would rank third among those school districts that have reached agreement while the Employer's proposal of 11.2% increase would rank at the top. The percent increase for the BA seventh step in Comparable Group A for the 1984-85 school year ranges from a low of 6% to a high of 6.7% with an average of 6.2%. The Association's proposal of a 6% increase would rank at the bottom among those school districts that have reached agreement and the Employer's proposal of 5% would rank at the bottom. The percentage increase for the MA tenth step in Comparable Group A among those school districts that have reached agreement for the 1984-85 school year ranges from a

low of 6% to a high of 6.7% with an average of 6.2%. The Association's proposal of a 6% increase would rank at the bottom of the school districts that have reached agreement in Comparable Group A and the Employer's proposal of 4.8% would rank at the bottom.

In the 1983-84 school year the BA minimum in Comparable Group A ranged from a low of \$12,993.00 at Arkansaw to a high of \$14,250.00 at Spring Valley. The Employer ranked second in the Comparable Group with a BA minimum of \$14,226.00. The 1983-84 BA maximum in Comparable Group A ranged from a low of \$18,578.00 at Boyceville to a high of \$20,395.00 at Glenwood City. The Employer ranked fifth in Comparable Group A with a BA maximum of \$19,698.00. The 1983-84 MA minimum in Comparable Group A ranged from a low of \$13,632.00 at Arkansaw to a high of \$16,180.00 at Colfax. The Employer ranked eighth in Comparable Group A with a MA minimum of \$15,264.00. The 1983-84 MA maximum in Comparable Group A ranged from a low of \$20,509.00 at Arkansaw to a high of \$25,476.00 at Elmwood. The Employer ranked tenth with an MA maximum of \$22,896.00. The 1983-84 schedule maximum in Comparable Group A ranged from a low of \$20,603.00 at Arkansaw to a high of \$26,386.00 at Elmwood. The Employer ranked next to the last in Comparable Group A with a schedule maximum of \$22,896.00. The 1983-84 BA seventh step salaries in Comparable Group A ranged from a low of \$15,506.00 at Arkansaw to the Employer's high of \$17,510.00. The 1983-84 salary for the MA tenth step ranged from a low of \$17,725.00 at Arkansaw to a high of \$21,976.00 at Elmwood. The Employer ranked eighth with an MA tenth step salary of \$20,547.00.

The Employer's BA minimum rank in Comparable Group A was sixth in the 1982-83 school year, sixth in the 1981-82 school year and tenth in the 1980-81 school year. The Employer's BA maximum ranked eighth in Comparable Group A in the 1982-83 school year, ninth in the 1981-82 school year and twelfth in the 1980-81 school year. The Employer's MA minimum ranked ninth in Comparable Group A in the 1982-83 school year, eighth in the 1981-82 school year and tenth in the 1980-81 school year. The Employer's MA maximum ranked eleventh in Comparable Group A in the 1982-83 school year, eleventh in the 1981-82 school year and eleventh in the 1980-81 school year. The Employer's schedule maximum ranked eleventh in Comparable Group A in the 1982-83 school year, eleventh in the 1981-82 school year and eleventh in the 1980-81 school year. The Employer's BA seventh step ranked sixth in Comparable Group A in the 1982-83 school year, fifth in the 1981-82 school year and tenth in the 1980-81 school year. The Employer's MA tenth step salary ranked tenth in Comparable Group A in the 1982-83 school year, ninth in the 1981-82 school year and eleventh in the 1980-81 school year.

The 1984-85 state wide average increase among 282 school districts reporting was \$905.00 or 6.6% for the BA minimum step, \$1,134.00 or 6.6% for the BA seventh step, \$1,261.00 or 6.2% for the BA maximum step, \$1,043.00 or 6.8% for the MA minimum step, \$1,444.00 or 6.9% for the MA tenth step, \$1,537.00 or 6.4% for the MA maximum and \$1,691.00 or 6.7% for the schedule maximum.

All of the school districts in Comparable Group A that have reached agreement for the 1984-85 school year have agreed to pay 100% of the health insurance premium. The monthly premium ranges from a low of \$129.67 at Prescott to a high of \$183.64 at Elmwood with an average of \$165.18. The Employer pays \$151.98 per month toward the family premium and that is 100% of the premium. All of the school districts in Comparable Group A that have reached agreement for the 1984-85 school year provide dental insurance as does the Employer. The Employer and all the school districts except one in Comparable Group A that have reached agreement for the 1984-85 school year provide long term disability insurance and four of those school districts, including the Employer, provide life insurance.

The Employer's 1983-84 total salary package including the regular salaries for the teachers, the extended contracts, the extra-curricular salaries, the summer school pay, the athletic events, noon duty, social security, retirement costs, health insurance, dental insurance, disability insurance and life insurance totalled \$639,779.00. The Association's final offer, assuming a return of the 1983-84 staff, would total \$692,699.00. In effect, an increase of 6% in each cell of the salary schedule would result in a total increase in salary cost of 8.27% for the 1984-85 school year. The Employer's final offer would cost \$684,581.00.

Adding \$600.00 to the base of the salary schedule would increase the Employer's overall cost by 7%.

The consumer price index for the period from June of 1983 to June of 1984 increased by 4.2% for all urban consumers and 3% for urban wage earners and clerical workers. The Employer's school district is over 88% rural and about 11% urban. While a number of the residents of the school district are employed in some of the larger cities in western Wisconsin that make up the Twin City area, it is basically an agricultural community. The rural population of the school district as well as the urban areas reflected population increases between 1970 and 1980.

The Employer has selected a Comparable Group, hereinafter referred to as Comparable Group B, that consists of three school districts in the Dunn-St. Croix Conference. They are Pepin, Arkansaw and the Employer. Pepin has 29.21 full time equivalent teachers and an enrollment of 399 students. Arkansaw has 19.5 full time equivalent teachers and an enrollment of 200 students. The Employer has 26 full time equivalent teachers and an enrollment of 353 students. All three school districts have had declining enrollments and a decline in the number of teachers in the period from 1974 to 1984. Pepin's faculty declined by 6.4% and its enrollment declined by 17.6%. Arkansaw had a 28% decline in the number of teachers and a 30.3% decline in enrollment. The Employer had an 8.8% decline in the number of teachers and a 19.6% decline in enrollment.

The three school districts have been unable to reduce staff at the same rate as the decline of the enrollment. If they did they would be unable to maintain their programs. The Wisconsin Department of Public Instruction is undertaking a study to determine the continuing viability of the three school districts in Comparable Group B. All of the other school districts in the Dunn-St. Croix Conference have had substantial declines in enrollment as well as the number of teachers, but they all have larger faculties and larger enrollments than the three schools in Comparable Group B. In the 1974-75 school year Arkansaw received 64.2% of its budget in the form of state aid and during the 1983-84 school year it received 44.59%, which was a decrease of 30.54%. Pepin received 56.7% in the 1974-75 school year and 39.91% in the 1983-84 school year, which was a 29.6% decrease. The Employer received 42.8% of its budget in state aid in the 1974-75 school year and in the 1983-84 school year it received 37.92%, which was a decline of 11.4%. The state average in school aid was 37.7% of the budget in the 1974-75 school year and by the 1983-84 school year it had increased to 39.02% which was an increase of 3.5%. In the 1974-75 school year the Employer had a levy rate of 15.36 and by the 1983-84 school year that had declined to 12.32%. That was a decline of 17.8%. Five school districts in Comparable Group A had smaller declines in their levy rate than the Employer during that period while six school districts had larger declines. During the period from the 1974-75 school year to the 1983-84 school year the Employer's equalized value per pupil increased from \$41,777.00 to \$162,098.00, which was an increase of 386% and the fifth highest increase in Comparable Group A. The other school districts in Comparable Group A had increases in their equalized value per pupil during that same period ranging from a low of 335% to a high of 470%. The land taxed in the Employer's school district is mostly farm land and there are limited liquid assets and high debt ratios that result in a substantial amount of delinquent and deferred taxes.

The cost per pupil in the 1983-84 school year in Comparable Group A ranged from a low of \$2,455.39 at Prescott to a high of \$3,908.71 at Arkansaw. The Employer's cost per pupil was \$3,116.98 and that was the second highest in Comparable Group A. The three school districts making up Comparable Group B are all included in Comparable Group A and they had the three highest cost per pupil rates in Comparable Group A. Over 80% of the land in Comparable Group A is in farms and it is primarily a dairy area. Farm income has declined substantially over the past year. The average per hundred weight for milk in 1983 was \$12.49 and by 1984 it had declined to \$12.30. The price paid for other farm products such as corn, milk cows, steers, heifers, slaughter cows and calves declined substantially by the end of 1984. The decline in farm income has affected not only the farmers in the area but the businesses that are dependent upon them. The number of bankruptcies in western Wisconsin has increased substantially.

The Employer has three office personnel. One received an increase for the 1984-85 school year of 29¢ an hour or 4.9%. Another received an increase of 42¢ an hour or 7.2%. The third received an increase of 30¢ an hour or 5.6%. The three aides received increases of 25¢ per hour or 5%. Two custodial employees received increases of 31¢ an hour or 5.1%. Another received an increase of 27¢ an hour or 4.6% and a fourth received an increase of 31¢ an hour or 4.7%. Five of the kitchen employees received increases of 23¢ an hour or 4.9% and one received an increase of 28¢ per hour or 4.8%. The bus drivers received increases of \$22.00 a month or 5% and their extra trip pay was increased by 75¢ or 15%. The Employer's principals are the lowest paid in the Dunn-St. Croix Conference and they received 1984-85 increases ranging from 3% to 7%. Part of Pierce County is included in the Employer's school district and the courthouse employees there received a 12¢ an hour COLA increase on July 1, 1984 and another 5¢ an hour increase on January 1, 1985. Pierce County Social Service professional employees received 5% increases in 1984 and 3.5% increases in 1985. The nonprofessional employees received a 12% COLA increase on July 1, 1984 and an 8¢ per hour increase on January 1, 1985. Law enforcement personnel in Pierce County received a 4% increase in 1984 and 4% increases in 1985. The highway employees received a 12¢ an hour increase on July 1, 1984 and no increase on January 1, 1985. They will receive another COLA increase on July 1, 1985.

#### DISCUSSION:

The Association proposes Comparable Group A as a standard against which the Employer should be measured. Comparable Group A consists of all of the school districts in the Dunn-St. Croix conference plus the Somerset school district. All of these districts are part of CESA 11 and they were all part of CESA 5 before it was reorganized. The school districts comprising Comparable Group A are Pepin, Plum City, Arkansasaw, Prescott, Spring Valley, Elmwood, Elk Mound, Colfax, Boyceville, Glenwood City, St. Croix Central and Somerset. Somerset is not part of the Dunn-St. Croix conference, although it was during 1976 and 1977, but it has approximately the same number of pupils, full time equivalent staff, levy rate per pupil, operating cost and equalized valuation as the conference schools. It was a member of the old CESA 5 and it is now a member of CESA 11. It is in the same geographic area as the other school districts in Comparable Group A and it is an agricultural area. The school districts making up Comparable Group A are approximate in size and geographically proximate and exclude larger urban districts nearby. Comparable Group A reflects the general value of teacher settlements in the region. The agreements reached reflect the voluntary response of school districts and teachers associations in the region to an economic environment that is very similar and has affected everyone.

The Employer proposes that the arbitrator use a comparable group consisting of it and the school districts of Arkansasaw and Pepin. They are three school districts lying in three different counties in the southern triangle of CESA 5. The arbitrator rejects Comparable Group B as a basis for comparison for a number of reasons. It is too small a group to reflect a pattern. Arkansasaw is the only school district in Comparable Group B that has reached agreement for the 1984-85 school year. One school district should not serve as the only comparable, especially when it is in a situation similar to that of Arkansasaw. Arkansasaw school district has faced unique financial difficulties. In 1980, 70 residents of the district sought to petition out of it. The petition was denied because it would have caused the Arkansasaw school district to close. During the 1984-85 negotiations the Arkansasaw levy rate and cost per pupil had rapidly escalated from the 1982-83 school year. The Arkansasaw school board reacted to the increased costs and taxes by cutting its staff by 21%. The 1984-85 school year agreement between the school district and its teachers purchased back the staff cuts proposed by the school board. Arkansasaw is the only school district in Comparable Group B that has an agreement for the 1984-85 school year. The use of Comparable Group B would give significant statistical weight to an atypical settlement in determining the wages of teachers in another school district that has all together different circumstances. While there are some similarities between Arkansasaw, Pepin and the Employer, the differences are more significant. The three schools, only one of which has a 1984-85 agreement, constitute too small a group to utilize for purposes of comparability in determining a salary

increase for the 1984-85 school year. Comparable Group A includes all of the school districts making up Comparable Group B and more accurately reflects reality in the world of collective bargaining for teachers in CESA 5. Nine of the schools in Comparable Group A have reached agreement on salaries for the 1984-85 school year and that is a broad enough cross section to reflect the general value of teacher settlements in the region. Those settlements are voluntary responses of the school districts and teachers associations in the region to an economic environment that is similar and has affected them all.

The salary issue involves a determination of a fair and equitable adjustment on each cell of the 1984-85 salary schedule. The Employer proposes an adjustment ranging from 3.1% to 5.4% on each cell of the salary schedule while the Association requests an adjustment of 6% on each cell. The method proposed by the Association was utilized by the parties in the 1981-82 and 1983-84 school years. The method proposed by the Employer was used by the parties in the 1982-83 agreement. The Employer suggests that the public interest is best served when school costs are held to a low level and tax dollars are saved while the Association suggests that if its final offer is not selected, the Employer will fall further behind in ranking with other schools in Comparable Group A and make it less competitive and less able to maintain a high quality educational staff. A settlement pattern has developed in Comparable Group A as a result of the 1984-85 salary schedule agreements of nine school districts in the group. Settlement patterns are traditionally measured by analyzing the bench mark salary levels of BA minimum, BA 7th step, BA maximum, MA minimum, MA 10th step, MA maximum and schedule maximum. In the absence of some overwhelming reason or unique situations, the relationships between school districts in a comparable group established in an atmosphere of free collective bargainings should not be disturbed by an arbitrator. A wage pattern has developed in Comparable Group A for the 1984-85 school year. Application of that pattern would continue the relationships that have been worked out by bargaining between the school districts and teachers in the various schools in the comparable group in previous years. Boyceville, Colfax, Elmwood, Glenwood City, Prescott, Somerset, Spring Valley, St. Croix, Central and Arkansasaw have all reached agreement on a 1984-85 salary schedule.

During the 1983-84 school year the Employer's BA minimum step was the second highest among those school districts. The Association's proposal for the 1984-85 school year would retain that ranking while the Employer's proposal would drop it to fifth. The Employer's BA 7th step during the 1983-84 school year ranked highest among those school districts and the Association proposal for the 1984-85 school year would retain that ranking while the Employer's proposal would drop it to the fourth position. The Employer's BA maximum step in the 1983-84 school year ranked fourth among those school districts that have reached agreement for the 1984-85 school year. The Association's proposal for the 1984-85 school year would drop that ranking to fifth place while the Employer's proposal would drop it to sixth. The Employer's MA minimum step in the 1983-84 school year ranked seventh in the group. The Association proposal would continue that ranking for the 1984-85 school year while the Employer's proposal would drop that ranking to eighth. The Employer's MA tenth step salary for the 1983-84 school year ranked eighth among those school districts in Comparable Group A that have reached agreement for the 1984-85 school year. The Association's proposal for the 1984-85 school year would continue that ranking while the Employer's offer would drop it to ninth. The Employer's MA maximum step for the 1983-84 school year ranked ninth in the group and the proposals of the Association and the Employer would continue those relationships. The same would apply for the schedule maximum. The Employer's final offer would deteriorate the bench mark positions of BA minimum, BA seventh step, BA maximum, MA minimum and MA tenth step while the Association's proposal would maintain the past relationships with other schools at all bench marks except the BA maximum which would drop from fourth to fifth. The dollar relationships at the five bench mark positions would slip slightly with the Association's proposal but not to the degree that they would with the Employer's proposal. Under the Employer's proposal the dollar difference between its BA minimum and the average of the comparable group would slip from \$450.00 above the average to \$201.00 above the average. The Association's proposal would keep the BA minimum \$455.00 above the average. Under the Employer's proposal the BA seventh step would slip



from \$478.00 above the average to \$302.00 above the average while the Association's proposal would be \$479.00 above the average. The Employer's proposal would drop the BA maximum from \$95.00 above the average to \$54.00 above the average while the Association's proposal would keep that step \$70.00 above the average. The Employer's proposal would drop the MA minimum from \$175.00 below the average to \$563.00 below the average while the Association's proposal would result in a slip to \$209.00 below the average. The MA tenth step would slip from \$376.00 below the average to \$688.00 below the average under the Employer's proposal while the Association's proposal would allow the step to slip to \$431.00 below the average. Under the Employer's proposal the MA maximum would slip from \$1,076.00 below the average to \$1391.00 below the average while the Association's proposal would result in a slip to only \$1177.00 below the average. The Association proposal maintains past bench mark dollar relationships between the Employer and the comparable schools. Both the Employer and the Association propose a new MA lane which would result in a new schedule maximum. The MA + 8 lane was proposed by the Association while the Employer would require 16 credits beyond the MA lane for educational lane advancement. The Employer proposes an additional experience step in its MA + 16 lane which would be a substantial improvement in the schedule maximum making it \$769.00 higher than the schedule maximum step proposed by the Association. However the Employer's MA + 16 lane does nothing for teachers during the 1984-85 school year because no member of the staff would fall within its provisions. Eight of the school districts in Comparable Group A that have reached agreement on a salary schedule for the 1984-85 school year provided increases ranging from 6% to 6.7% at the BA minimum, BA 7th, BA maximum, MA minimum, MA 10th and MA maximum. They average 6.2%. The Association's proposal of a 6% increase for each cell is only slightly below the average increase at each of those steps. The Employer's proposal of a 4.2% increase for the BA minimum, 5% for the BA 7th step, 5.4% for the BA maximum, 3.7% for the MA minimum, 4.8% for the MA 10th and 5.1% for the MA maximum lags well behind the average percentage increase agreed upon in Comparable Group A. The schedule maximum increases for Comparable Group A range from 4.3% to 9.6% with an average of 6.7%. The Association's proposal of 7.9% is substantially higher than the average and the Employer's proposal of an 11.2% increase for the schedule maximum is far above the average. As pointed out earlier the Employer's proposed increase for the schedule maximum would provide no benefits for any member of its current staff during the 1984-85 school year. The Association's proposal is closer to the average dollar increase and percentage increase given by the comparable group than the Employer's. It fits in the settlement pattern that has developed in the comparable group for the 1984-85 school year and there is no evidence that the Employer should depart from the pattern established as a result of collective bargaining. The Association's proposal more closely adheres to the statutory criteria of comparing wages of the employees involved in the arbitration with the wages of other employees performing similar services.

The Employer argues that local economic conditions strongly favor acceptance of its proposal. It points out that the property tax supports a significant portion of the Employer's programs and much of it consists of land devoted to agriculture. Certainly the decline in the farm economy has had an adverse impact on the Employer. However the Employer has not experienced any different economic conditions than those encountered by the other school districts in the comparable group. All of them are in the same agricultural area and the farm economy has had the same kind of impact on each of them that it has had on the Employer. Since the Employer has not experienced any different economic conditions than those faced by the comparables, it is only proper that the proposals for its school teachers should be measured against those of the comparable group. The Association's proposal is in accord with the pattern set by the comparable districts and no evidence has been introduced to support a departure from that pattern by the Employer. The Employer's teachers' 1983-84 compensation in the form of wages and benefits was average in relation to other teachers in the comparable group. In the absence of evidence that would demonstrate that the Employer has unique circumstances there is no reason why the Employer should not provide a 1984-85 salary increase that fits into the pattern resulting from agreements between the teachers and the other school districts in Comparable Group A.

The Employer argues that its 1984-85 proposal maintains its teachers relative rank in the comparable group with regard to salary. However it does not compare the rankings resulting from its 1984-85 proposal with the rankings that existing during the 1983-84 school year. It compares the rankings from its new proposal with the 1979-80 rankings. That is a comparison of today with ancient history. There has been a substantial amount of bargaining since the 1979-80 school year and the parties have worked out new relationships and new rankings through collective bargaining. The five years of bargaining has resulted in substantial realignments since the 1979-80 school year. It is not realistic to move back to the rankings of five years ago. As the Employer pointed out, changes must occur to correct inequities or allow for the resolution of unique problems in relationships and to allow for responsiveness of the collective bargaining process to the economic environment. Those changes have occurred over the last five years and it is not realistic to ignore what has happened and go back to the old relationships. There is merit in maintaining the existing relationships. If they are to be changed, they should be changed as a result of collective bargaining. An arbitrator should not change them in the absence of evidence of unique circumstances that would justify disturbing the existing relationships between the salaries paid teachers by the Employer and those paid by the others in the comparable group. Such a situation did exist in Arkansas and the parties worked out an adjustment through collective bargaining that was satisfactory to them. The arbitrator should not make the kind of an adjustment that departs from the pattern and the existing relationships in the absence of evidence indicating a situation comparable to the one in Arkansas.

The Employer argues that its proposal exceeds the relevant increases in the cost of living. The U.S. city average for urban wage earners increased at an annual rate of 3.6% at the end of August 1984 and the all urban consumer's index increased at an annual rate of 4.2% in August of 1984. These measures of inflation should be compared to the Association's offer of a 6% increase in salary at each cell of the wage schedule and the Employer's proposal of an increase at each cell ranging from 3.1% to 5.4%. Certainly the cost of living factor would seem to support the Employer's proposal. However, the best indicator of the impact of the cost of living is the pattern of settlements voluntarily entered into between comparable employers during the same period that the CPI index covers. The pattern of settlements for the districts in the comparable group is very close to the Association's proposal. Thus the cost of living has not had significant impact on settlements in Comparable Group A.

Another statutory criteria that would seem to support the Employer's offer is the pattern of other municipal wage settlements in the area. The Pierce County employee settlements in 1984 were in the 4% and 5% range and in 1985 they ranged from 3.5% to 4%. Those settlements are similar to the proposal of the Employer and substantially lower than the Association's proposal. In settlement after settlement across the State of Wisconsin teachers' salaries are being increased at substantially higher percentages than those of other municipal employees. Study after study indicates the need to boost teachers' salaries substantially. They reveal that a beginning teacher with a bachelor's degree receives a lower starting salary than a rookie police officer. The budget presented to the Wisconsin legislature contains a provision designed to raise the salaries of teachers substantially. In the face of such a trend it is unrealistic to believe that a teacher contract should be resolved with an increase comparable to that received by other municipal employees who are not required to have four years of advanced education and a degree. The Employer argues that its teachers are paid very close to the average of their counterparts in comparable districts. That has been the case in the past, but the Employer's current proposal would change the relationships.

The Employer argues that the overall compensation of its teachers tends to support its offer. It is true that the Employer's insurance costs are very close to the average of the school districts in the comparable group. However that is no justification for providing its teachers with wage increases that depart from the pattern paid by the comparable groups. It might be considered evidence that the Employer's wage proposal should provide an increase that fits

into the pattern developed through collective bargaining by the other school districts in the comparable group.

It is the position of the Employer that the studies submitted by the Association relative to teachers' pay are irrelevant in the instant proceeding. In support of this position it points out that it is not the role of the arbitrator to make a market place correction and any major changes in the relative economic standing of teachers must await the availability of resources provided by the executive branch and the legislature. However the Association does not seek a major change in the way teachers' salaries are determined or a market place correction. It seeks a salary increase comparable to that achieved by other school districts in the area that face similar problems to those faced by the Employer. The proposal of the Association does little more than keep pace with the salaries paid by the comparable school districts in the same area facing the same problems as the Employer. It does not disturb existing relationships and there is no factual situation that would justify singling out the Employer and permitting it to give its teachers wage increases that depart substantially from the pattern developed by the comparable school districts through collective bargaining.

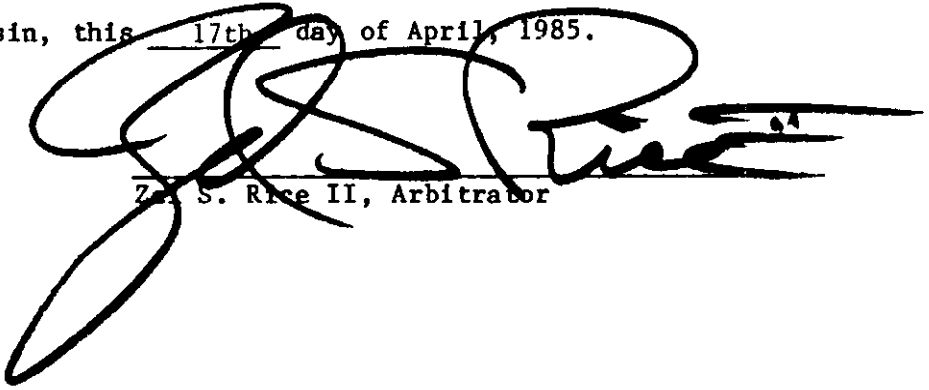
The arbitrator has applied the statutory criteria to be considered in reaching a decision in this matter. The proposal of either party falls within the lawful authority of the municipal employer and is not a factor nor are the stipulations of the parties. The interest and welfare of the public and the financial ability of the unit of government to meet the cost of any proposed settlement have been considered by the arbitrator. Even the Employer does not deny that it has the financial ability to meet the costs of the proposed settlement and that is not an important factor to be considered. The interest and welfare of the public is an issue. The fact that the rural economy is distressed and the property taxes are a great burden on rural residents is an important factor to be considered by the arbitrator. Farmers have traditionally borne a disproportionate share of the burden of supporting school systems and the arbitrator is sympathetic to their plight. It merits attention by the executive and legislative branches of the state and federal governments, but it is not the only factor constituting the interest and welfare of the public. The Employer must maintain a high quality faculty and retain its teachers. It cannot do this without providing increases that are similar to those provided by the school districts in the comparable group. The legislative and executive branches of our state government are considering steps to improve the status of teachers in an effort to maintain a first class educational system. It is not in the interest and welfare of the public for an arbitrator to move in the opposite direction from the pattern established in the area through collective bargaining in the absence of an inability to pay on the part of the school district. A comparison of the wages, hours, and conditions of employees performing similar services indicates that the Association's proposal closely adheres to the pattern established by the comparable group. It is true that the Association's proposal exceeds the pattern developed in the geographical area of the Employer by other municipal employees but that is a fact of life all over this state and reflects the thrust to improve the salaries of teachers. The Employer's proposal is somewhat higher than the increase in the consumer price index and the Association's proposal exceeds it substantially. That factor would tend to support the position of the Employer. However the overall thrust in the State of Wisconsin has been to provide teachers with increases substantially higher than the increase in the consumer price index in the absence of a showing of inability to pay. The Employer's overall compensation has been competitive with those schools in the comparable district and does not justify an increase either above or below that provided by other school districts in the comparable group. There have been no changes in any of the circumstances during the pendency of the arbitration proceedings and there are no other factors normally taken into consideration that would have an impact on the arbitrator's award in this matter.

It therefore follows from the above facts and the discussion thereon that the undersigned renders the following

AWARD

After giving full weight to the statutory factors set forth in Section 111.70(4)(cm)7, Wis. Stats., the arbitrator finds the final offer of the Union to more closely reflect the statutory criteria and directs that it be incorporated into the collective bargaining agreement between the Employer and the Union.

Dated at Sparta, Wisconsin, this 17th day of April, 1985.



Z. S. Rice II, Arbitrator

WCEA-PLUM CITY FINAL OFFER

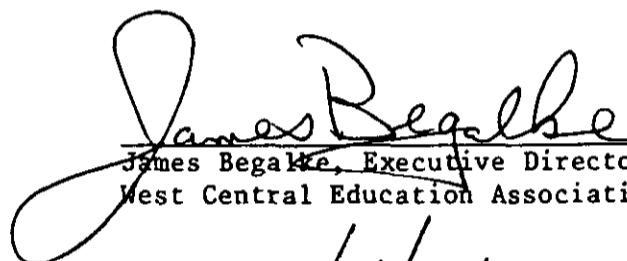
October 4, 1984

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OCT 8 1984

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

1. The Association proposes the provisions of the 1983-84 Professional Agreement, between the WCEA-Plum City and the School District of Plum City, become the terms of the 1984-85 Professional Agreement except as modified by the stipulation of tentative agreements between the parties and the amendments, attached hereto and as determined by the mediator-arbitrator, to be incorporated into the successor contract.
2. 1984-85 Salary Schedule: Schedule attached and is retroactive to September 5, 1984, payroll.

  
James Begalke, Executive Director  
West Central Education Association

DATE: 10/4/84

JHB:js

STEP	BS	+8	+16	+24	MS	+8
1.0	15080	15340	15601	15890	16180	16469
2.0	15659	15931	16201	16501	16802	17103
3.0	16240	16520	16801	17113	17424	17737
4.0	16820	17111	17401	17723	18047	18371
5.0	17401	17701	18002	18336	18670	19005
6.0	17981	18291	18602	18946	19292	19639
7.0	18561	18881	19202	19558	19914	20273
8.0	19140	19471	19802	20169	20536	20906
9.0	19720	20061	20402	20780	21159	21540
10.0	20300	20651	21001	21391	21780	22174
11.0	20880	21240	21601	22001	22402	22808
12.0	---	---	22201	22613	23024	23442
13.0	---	---	---	23224	23648	24076
14.0	---	---	---	---	24270	24710

JB 10/4/84

# PLUM CITY SCHOOL DISTRICT

Home of the Blue Devils Plum City, WI 54761 (715)647-2213

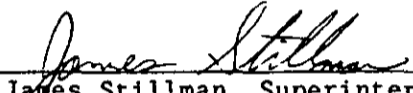
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OCT 8 1984

Plum City School District Board of Education  
Final Offer for 1984-85 School Year

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

1. The current negotiated agreement for 1983-84 shall remain in affect with the following exceptions:
  - A. Tentative Agreements enclosed.
  - B. 1984-85 Salary Schedule as attached.

  
\_\_\_\_\_  
James Stillman, Superintendent  
Plum City School District

10-4-84  
Date

James R. Stillman - District Administrator Phone 647-2213  
Mary J. Crownhart - High School Principal Phone 647-2591  
William P. Fuller - Elementary Principal Phone 647-2911

Members of the Board of Education: James R. Stillman, President; James J. Schaefer, Vice President; Sharon Anderson, Dale Borkowski, Glen Abel

	<u>B.S.</u>	<u>+8</u>	<u>+16</u>	<u>+24</u>	<u>M.S.</u>	<u>M.S. +16</u>
1.	14,826	14,976	15,176	15,476	15,826	16,326
2.	15,419	15,575	15,783	16,095	16,459	16,979
3.	16,012	16,174	16,390	16,714	17,092	17,632
4.	16,605	16,773	16,997	17,333	17,725	18,285
5.	17,198	17,372	17,604	17,952	18,358	18,938
6.	17,791	17,971	18,211	18,571	18,991	19,591
7.	18,384	18,570	18,818	19,190	19,624	20,244
8.	18,977	19,169	19,425	19,809	20,257	20,897
9.	19,570	19,768	20,032	20,428	20,890	21,550
10.	20,163	20,367	20,639	21,047	21,523	22,203
11.	20,756	20,966	21,246	21,666	22,156	22,856
12.			21,853	22,285	22,789	23,509
13.				22,904	23,422	24,162
14.					24,056	24,816
15.						25,469

*J. Stillman*