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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Petition of

SCHOOL DISTRICT OF ADAMS-FRIENDSHIP
AREA SCHOOLS

To Initiate Mediation-Arbitration
Between Said Petitioner and

ADAMS-FRIENDSHIP AREA EDUCATION
ASSOCIATION

Case 23
No. 33674 MED/ARB-2891
Decision No. 0.22050-A

Sherwood Malamud
Mediator/Arbitrator

Appearances

James M. Yoder, Executive Director, South Central United Educators,
Portage, Wisconsin 53901, appearing on behalf of the Association.

Karl L. Monson, Consultant, Wisconsin Association of School Boards, Inc.,
122 West Washington Avenue, Madison, Wisconsin 53703, appearing on behalf
of the Municipal Employer.

JURISDICTION OF MEDIATOR/ARBITRATOR

On November 19, 1984, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Mediator/Arbitrator to attempt to mediate issues in dispute between the School District of Adams-Friendship Area Schools, hereinafter the District or the Board, and the Adams-Friendship Area Education Association, hereinafter the Association. If mediation should prove unsuccessful, said appointment empowered the Mediator/Arbitrator to issue a final and binding Award, pursuant to Sec. 111.70(4)(cm)6.c. of the Municipal Employment Relations Act. A mediation session was conducted on January 7, 1985, which was followed by a hearing in the matter. Said hearing was commenced on January 7 and concluded on January 8, 1985. The parties presented documentary evidence at the hearing. The parties submitted briefs which were exchanged through the Mediator/Arbitrator by February 28, 1985. Based upon a review of the evidence and arguments submitted, and upon the application of the criteria set forth in Sec. 111.70(4)(cm), Wis. Stats., to the issues in dispute herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF THE ISSUES IN DISPUTE

The final offers of both the District and the Association contain proposals on three items: (1) salary schedules; (2) long-term disability; and, (3) termination of Contract. The proposals of the District and the Association on the long-term disability plan and the provision regarding termination of contract were identical. As a result, those two items are treated by the Mediator/Arbitrator as two additional items to be included in the stipulation of agreed-upon items which are to be incorporated in the successor agreement. The offers of the parties differ with regard to only one issue, and that is the salary schedule.

Salary Schedule Issue for 1984-85

The Association proposes to increase the base in the 1983-84 salary schedule from \$13,400 to \$14,350. The Association maintains the \$125 spread between the six BA "educational" lanes. However, it proposes to increase the increment for length of service in the BA lane from \$435 to \$500; from \$440 in the BA+6 lane to \$500 in that lane; from \$445 under the 1983-84 schedule in the BA+12 lane to \$505 in that lane; from \$450 in the BA+18 lane to \$505 in the length of service increment in that lane; from \$455 in the BA+24 lane under the 1983-84 schedule to \$510 for each year of length of service with the District to a teacher with a Bachelors Degree plus 24 credits; from \$460 in

the BA+30 lane to \$510 per increment for teachers in that lane. The Association proposes that the spread between the BA+30 lane and the MA lane be increased from \$425 to \$500, and that the increment for length of service in both the MA and MA+12 lanes be increased from \$465 in the MA lane and \$470 in the MA+12 lane under the 1983-84 agreement to \$515 under the Association's proposed 1984-85 salary schedule.

The various increases proposed by the Association in the salary schedule amount to approximately 10.8% additional monies placed in the schedule over the 1983-84 salary schedule. Since there was no increase in the cost of health insurance, the total package cost of the Association's salary proposal is approximately 10.3%.

In the BA lanes, BA+6, BA+12, BA+18, BA+24 and BA+30, the District maintains the \$125 spread contained in the 1983-84 salary schedule and reflected in its proposed 1984-85 salary schedule for the BA lanes. The District proposes a base of \$14,271. It increases the \$425 length of service increment in the BA lane by \$10 to \$435. The District also increases the \$430 length of service increment in the BA+6 lane to \$440; the \$445 increment in the BA+12 lane is maintained, as is the \$450 increment in the BA+18 lane; the \$455 increment in the BA+24 lane and the \$460 increment in the BA+30 lane are also maintained. The District proposes to maintain the \$425 spread between the BA+30 and MA lanes, as well as the \$250 spread between the MA and the MA+12 "educational" lanes. With regard to the length of service increments, the District maintains the \$465 increment in the MA lane and the \$470 increment in the MA+12 lane. In its proposal, the District places approximately 7.7% into the 1984-85 schedule over and above what was contained in the 1983-84 salary schedule. The total package percentage increase of the District's offer is approximately 7.2%.

STATUTORY CRITERIA

The criteria to be used for resolution of this dispute are contained in Sec. 111.70(4)(cm)7, as follows:

Factors considered. In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

BACKGROUND

The Adams-Friendship Area Schools is one of nine schools in the South Central Athletic Conference (SCAC). The District is included in the CESA #12. This is at least the third occasion that the District and the Association have resolved an interest dispute between them through the processes of the mediation/arbitration procedures contained in the Municipal Employment Relations Act. A Med/Arb decision was rendered by Arbitrator

Byron Yaffe in a dispute over the 1980-81 Collective Bargaining Agreement.¹ In that award, Yaffe discussed at length which school districts in CESA #12 and in the South Central Athletic Conference are comparable to the Adams-Friendship Area Schools.

The second Med/Arb concerned a dispute between the parties over the 1982-83 Collective Bargaining Agreement. In that case, Arbitrator R.U. Miller modified the list of comparables used by Arbitrator Yaffe, because five of the districts used by Arbitrator Yaffe as comparables were not settled at the time critical to the issuance of Arbitrator Miller's arbitration award.²

Despite the issuance of two arbitration awards and the extensive discussion concerning comparability provided by Arbitrator Yaffe and Miller in their decisions, the comparability issue was raised once again in this arbitration proceeding. At the very outset of this Arbitrator's discussion of the salary issue below, the determination of the comparability issue is set forth.

An issue arose during the course of the hearing with regard to the ability of the parties' representatives to refer to settlements achieved post-hearing but prior to the date set for filing briefs. At the hearing on January 7-8, 1985, the Arbitrator established January 21, 1985, as the cut-off date by which a settlement is to be achieved which would permit reference to said settlement by the parties in their briefs. The Sparta School District and the Sparta Education Association settled their contractual dispute, and the Sparta Education Association ratified said agreement on January 10, 1985. The Board of Education of the Sparta School District did not ratify said agreement until January 22, 1985. Since the Sparta School District did not ratify the settlement on or prior to January 21, 1985, the District objected to its use in this case. By letter dated February 5, 1985, the Arbitrator permitted the submission of and received the salary schedule for the Sparta School District. The Arbitrator received the salary schedule from the post-hearing settlement, in part, because that settlement was reached and ratified by the Sparta teachers prior to January 21, 1985, the cut-off date in this case. Furthermore, Association representative Yoder alerted the Arbitrator and the Consultant for the District in this case that the entire Board of Education of the Sparta School District was present at the meeting at which a tentative agreement was achieved. Consequently, the ratification of that agreement by the Board of Education of the Sparta schools was more of a formality than is the case in the usual ratification process. That assurance was present by January 21, 1985. This Arbitrator employed the Sparta salary schedule in his determination of this case.

Finally, although the parties agreed that 117.719 full-time equivalents shall be used for costing purposes as the size of the Adams-Friendship teaching faculty, the District did not use that factor in its costing of the total package offers of the Association and the District. Nonetheless, the parties agreed that their final offers on the salary schedule issue are approximately 3.1% apart.

POSITIONS OF THE PARTIES

The District's Argument

The District is the petitioner in this case. At the outset of its brief, the District notes that the decision of the Arbitrator on the salary schedule issue will impact the cost of extended contracts, social security, state teachers' retirement costs, as well as the premium costs for long-term disability insurance.

¹ Adams-Friendship Area Schools, (18250-A) 5/81, hereinafter the Yaffe Award.

² Adams-Friendship Area Schools, (20016-A) 8/83, hereinafter the Miller Award.

The District organizes its argument according to the statutory factors set out at Sec. 111.70(4)(cm)7 quoted above. The District notes that in this case there is no dispute concerning the lawful authority of the municipal employer. The District asserts that the Arbitrator should take into consideration the stipulations of the parties reached in this matter with regard to District payments for family and single health insurance; the provision of prorata payment of group health insurance benefits to part-time teachers; as well as, the long-term disability and early retirement plans agreed to by the parties in their final offers. The District notes as well that it is not making an ability to pay argument in this case. However, it asserts that the District's offer in this matter places it in a favorable position relative to other school districts, and, therefore, it is in the interest and welfare of the public that the District's offer be selected.

The District notes that the factor of the cost of living not only indicates that its offer is preferable to that of the Association, but that the Association's final offer is excessive.

With regard to the total compensation factor, the District notes that neither side presented any evidence as to this factor, and, therefore, the Arbitrator should conclude therefrom that the fringe benefits agreed to by the Association and District are deemed to be adequate by both parties. The District asserts that on the comparability issue, this Arbitrator should take into account the comparability presentations made by Arbitrators Yaffe and Miller. Furthermore, the District urges this Arbitrator to review the rationale of Arbitrators Yaffe and Miller and employ that rationale in rendering his award herein.

The bulk of the District's argument centers about and focuses on the comparability factor. The District argues that the comparables to the Adams-Friendship Area Schools are those listed in the decision of Arbitrator Yaffe, but excluding Nekoosa. Apparently, Nekoosa is not included in the Yaffe list of comparables, because it is only two years that Nekoosa has been included in the South Central Athletic Conference. In comparing Adams-Friendship schools to the comparables, the District breaks those comparables into two groups. One group consists of the South Central Athletic Conference schools which were settled as of the close of the record on January 21, 1985. The other grouping includes the appropriate CESA #12 schools identified by Arbitrator Yaffe as appropriate comparables to Adams-Friendship in his decision referred to above. In this regard, the District renews its objection to any reference to the settlement in the Sparta Area School District.

The District argues that it is only at the MA minimum salary benchmark that the District's offer fails to maintain or improve its position in the rankings among the settled schools of the South Central Athletic Conference. The Arbitrator duplicates the chart contained in the District's brief of the rankings of the Adams-Friendship schools for 1983-84 as compared to 1984-85 under the Board's (District's) offer and under the Association's offer. In the first chart, which is excerpted from the District's brief, the role of ranking of the Adams-Friendship schools among other South Central Athletic Conference schools at each of the benchmarks is noted. In Chart B, which is excerpted from the District's brief, the ranking of the Adams-Friendship schools among appropriate CESA #12 districts is shown.

The District argues that the Association offer changes the ranking under the 1984-85 salary schedule from the 1983-84 salary at the BA Minimum, BA 7th Step, BA Maximum, MA Minimum and MA 10th Step. The biggest changes recorded in ranking are at the BA Minimum and BA Maximum salary benchmarks. At those benchmarks, the District notes that the Association's offer exceeds those of all comparable schools. The District notes that under its proposal, the ranking of the District relative to either South Central Athletic Conference schools or appropriate CESA 12 districts is maintained or improved. However, under the Association final offer, the ranking of the District would substantially improve.

The District notes that the substantial improvement in the salary schedule proposed by the Association, which is approximately 10.9%, occurs at a time when the cost-of-living increase is at 3.5%. The District asserts that its offer maintains the status quo while that of the Association does not. The District concludes, therefore, that the Arbitrator should select its final offer as the one most preferable for inclusion in the successor 1984-85 Collective Bargaining Agreement.

CHART A
Among South Central Athletic Conference Settled Schools

<u>1983-84</u>	<u>BA MINIMUM</u>	<u>1984-85</u>
3		Bd Offer: 3 Assn Offer: 1
 <u>BA - 7TH STEP</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 3
 <u>BA MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 3
 <u>MA MINIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
1		Bd Offer: 3 Assn Offer: 2
 <u>MA - 10TH STEP</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 4
 <u>MA - MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 4
 <u>SCHEDULE MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 4

CHART B
Among Appropriate CESA #12 Districts

<u>1983-84</u>	<u>BA MINIMUM</u>	<u>1984-85</u>
3		Bd Offer: 2 Assn Offer: 1
 <u>BA - 7TH STEP</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 4 Assn Offer: 2
 <u>BA MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
3		Bd Offer: 2 Assn Offer: 1
 <u>MA MINIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
3		Bd Offer: 5 Assn Offer: 5
 <u>MA - 10TH STEP</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 5 Assn Offer: 5
 <u>MA - MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
3		Bd Offer: 2 Assn Offer: 1
 <u>SCHEDULE MAXIMUM</u> 		
<u>1983-84</u>		<u>1984-85</u>
4		Bd Offer: 5 Assn Offer: 3

The Association Argument

The Association argues that the settled districts for 1984-85 in the South Central Athletic Conference comprise the comparability group for the Adams-Friendship schools. Accordingly, the Association's list of comparable school districts is as follows: Baraboo, Mauston, Nekoosa, Portage, Reedsburg, Sparta, Tomah, and Wisconsin Dells. The Association argues that the districts in the athletic conference are of relatively the same size, both in terms of the size of their teaching faculties and pupil populations. The Association notes further that Adams-Friendship is second in the total equalized value available per student among the athletic conference schools. The Association argues that this Arbitrator should reject the CESA #12 school districts viewed as comparable by the District. The Association notes that there is no data with regard to size and all the other measures of comparability for these CESA 12 schools as there are for the South Central Athletic Conference schools. The only evidence of comparability proffered by the District is the fact that two arbitrators used the District's list of comparables in prior arbitrations. The Association notes that although the District here suggests that Columbus is a comparable to Adams-Friendship, Arbitrator Joseph Kerkman did not include Adams-Friendship as a comparable to Columbus in a case decided by him involving the Columbus School District, Columbus Area School District (16664-A). The Association notes further that the districts of Westfield, Poynette and Lodi are much smaller than Adams-Friendship. The Association urges the Arbitrator to reject the CESA 12 districts as comparables to the Adams-Friendship Area School District.

The Association argues that the pattern of settlement among the South Central Athletic Conference school districts is the standard to be used in determining which salary schedule, that of the Association or the District's, should be selected for inclusion in the 1984-85 Agreement. Four of the nine schools of the South Central Athletic Conference have settled their 1984-85 agreement, and they are: Baraboo, Portage, Sparta and Wisconsin Dells. The Association urges this Arbitrator to base his decision on a comparison of the final offers of the Association and the District to the settlements achieved in these four schools.

The Association argues that Adams-Friendship should maintain its relative placement at the salary benchmarks in 1984-85 as compared to those same districts in 1982-83. In that year, Adams-Friendship ranked fourth out of the nine school districts at the BA base. In 1982-83, it was ahead of Portage, Sparta and Wisconsin Dells. The Association offer for 1984-85 would place Adams-Friendship ahead of those schools as well as ahead of the school district of Baraboo. At the BA 7th Step, the Association proposal would place Adams-Friendship at the midpoint among the settled schools. The District proposal would place Adams-Friendship last among those same districts. The Association notes that at the BA 7th Step benchmark, the Association lost ranking as a result of the 1983-84 settlement and, therefore, catchup is warranted. At the BA Maximum Step, the Association proposal places the Adams-Friendship teachers at the midpoint of the settled schools of the South Central Athletic Conference. The District proposal would place Adams-Friendship next to last among the settled school districts. At the MA Minimum, Adams-Friendship under the Association proposal would rank second from the top. Under the District's proposal for 1984-85, Adams-Friendship would rank last among the settled schools. At the MA 10th Step, and at the MA Maximum, the offers of both the Association and the District place Adams-Friendship at the bottom of the settled districts. The Association asserts, however, that its offer is more in keeping with the prevailing settlement pattern. At the Schedule Maximum, again, the proposal of both the Association and the District leave Adams-Friendship at the bottom of the settled districts. However, the Association notes that the District's offer is nearly \$1,000 less than the Association's at this benchmark. Should the Arbitrator find in favor of the District, Adams-Friendship would fall far below the other comparable districts.

The Association, over its objection, presented data with regard to the BA+Maximum lane which information was insisted on by the Arbitrator. The Association objects to the inclusion of this step as a benchmark. The Association notes that along with Wisconsin Dells, Adams-Friendship requires the most number of credits in the BA lanes. The Association notes that its offer places Adams-Friendship nearest to Wisconsin Dells, while the District's

offer places it below Baraboo at that benchmark. However, Baraboo requires 24 credits to attain the BA+Maximum. Adams-Friendship requires BA+30 credits to attain the BA+Maximum. The Association concludes that the Association's offer at this benchmark is more appropriate. The Association's summary of the benchmark rankings under the Association and Board proposal is excerpted from the Association's brief and noted below in Chart C.

CHART C

	ASSOCIATION PROPOSAL	BOARD PROPOSAL
BA base	1 out of 5	4 out of 5
BA 7th step	3 out of 5	5 out of 5
BA maximum	3 out of 5	4 out of 5
MA base	2 out of 5	5 out of 5
MA 10th step	5 out of 5	5 out of 5
MA maximum	5 out of 5	5 out of 5
Schedule Maximum	5 out of 5	5 out of 5

The Association concludes on the basis of this chart that with but two exceptions, the offer of the District places Adams-Friendship at the bottom of the comparable districts.

In Chart D, below, the Association tracks the relationship of the Association's and District's offers relative to the average and median salaries of the other settled South Central Athletic Conference schools. Chart D is excerpted from the Association's brief and duplicated below.

CHART D

	OFFER CLOSEST TO AVERAGE	OFFER CLOSEST TO MEDIAN
BA base	Board	Board
BA 7th step	Association	Association
BA maximum	Association	Association
MA base	Association	Association
MA 10th step	Association	Association
MA maximum	Association	Association
Schedule Maximum	Association	Association

The Association concludes from Chart D that its offer is more consistent with the established settlement pattern than that of the District's.

The Association argues that under its proposed salary schedule, the average percentage increase and median percentage increase, as well as average dollar increase and median dollar increase, is closer to the pattern of settlement than that of the District's proposal. In Chart E below, which is excerpted from the Association's brief, the data underlying this Association argument is summarized.

CHART E

	AVERAGE # INCREASES	MEDIAN \$ INCREASES
BA base	\$ 708	\$ 724
BA 7th step	922	966
BA maximum	1163	1130
MA base	1049	1055
MA 10th step	1933	1846
MA Maximum	2417	2354
Schedule Maximum	2686	2680

SUMMARY TABLE

OFFER NEAREST TO AVERAGE AND MEDIAN INCREASE

	PERCENT	DOLLAR
BA Base	Board	Board
BA 7th	Board	Board
BA Maximum	Board	Board
MA Base	Association	Association
MA 10th Step	Association	Association
MA Maximum	Association	Association
Schedule Maximum	Association	Association

The Association argues that the structural changes it makes to the salary schedule in its proposal for 1984-85 is more in keeping with the increments and lane differentials of the comparable South Central Athletic Conference school districts. Chart F summarizes this increment level ranking which the Association presents to the Arbitrator. The Association concludes from this chart that its proposal places the Adams-Friendship teachers at the midpoint or below in all but one of the benchmark columns. On the other hand, the Association notes that the District's offer places the teachers in the Adams-Friendship District at the bottom of all the comparable settled South Central Athletic Conference schools.

CHART F

SCHEDULE COLUMN	ASSOCIATION OFFER	BOARD OFFER
BA	4 out of 5	5 out of 5
BA+6	2 out of 2	2 out of 2
BA+12	3 out of 5	5 out of 5
BA+18	2 out of 3	3 out of 3
BA+24	1 out of 4	4 out of 4
BA+30	3 out of 3	3 out of 3
MA	4 out of 5	5 out of 5
MA+12	5 out of 5	5 out of 5

It is on the basis of the above data that the Association asserts that its final offer on the salary schedule issue should be included in a successor agreement for 1984-85.

DISCUSSION

The Comparables

The Association would have the Arbitrator decide this case on the basis of literally one handful of settled districts in the South Central Athletic Conference. Yet, this is not the first time that the parties have proceeded to mediation/arbitration. In an exhaustive analysis employing all the criteria normally used for the determination of comparability, Arbitrator Yaffe established that the comparable schools for the Adams-Friendship School District are the seven other districts (Nekoosa had not been included in the SCAC at the time of the Yaffe arbitration), as well as the districts of Wautoma, Elroy-Kendall-Wilton, Lodi, Columbus, Poynette and Westfield. Since the Nekoosa district has been in the SCAC for approximately two years now, the Arbitrator deems it appropriate to include Nekoosa among the other SCAC comparable schools. In addition, the Arbitrator believes it's appropriate to include the other districts noted as comparables by Arbitrator Yaffe. Two arbitrators have passed on the comparability question. This Arbitrator believes it inappropriate to radically reduce the number of comparable districts to four from a well-established, clearly-identifiable grouping of 15 school districts inclusive of Adams-Friendship. Ironically, the Association in the Miller Med/Arb, Adams-Friendship School District (20016-A), 8/83, proposed a second set of six districts selected from all over the State of Wisconsin from Hayward to Elkhorn, from the Milwaukee suburb of Shorewood to Whitewater. Perhaps a well-established group of comparables which is accepted by both the Association and the District might assist them in the future in their bargaining so they may achieve voluntary settlements.

With the list of comparables identified as Nekoosa, Sparta, Baraboo, Tomah, Mauston, Wisconsin Dells, Portage, Reedsburg -- the South Central Athletic Conference Schools; as well as Wautoma, Elroy-Kendall-Wilton, Lodi, Columbus, Poynette and Westfield, the Arbitrator now turns to discuss the factor essential to both the arguments of the Association and the District, the comparability factor.

The Comparability Factor

Both the Association and the District predicated their arguments on the relative ranking of the Adams-Friendship school to the Districts which each determine to be comparable. The Arbitrator finds that rankings may be useful in determining the scope of change which may result from the implementation of one salary offer over that of another. Rankings provide insight into whether

or not a salary proposal is in line with the increases in salary paid by other comparable employers. A change in ranking which is clearly identifiable may indicate an offer that is too large or too small. Furthermore, a salary proposal may be identified as within the pattern of settlement if no change in rank occurs. However, one cannot rely solely on rankings in determining the comparability factor. It is a truism that in any ranking one school district must rank first and another school district must rank last. There is nothing in a ranking system which points to the reason why a district should be first, last or in the middle.

This Arbitrator finds that the relationship between the proposed salary offer of the District and the Association as it relates to the average salary at each of the benchmarks for settled comparable school districts is most helpful in the resolution of the comparability factor. The other valuable criterion to be looked at is the impact which a salary proposal may have with regard to the average salary of the comparable school districts in the year prior to the one in dispute. By looking at the relationship the salary paid by the District in the year(s) prior to the year in dispute and comparing that differential to the one created by the offer of each party for the disputed year, a helpful insight into the comparability of the parties' offers is obtained. An examination of the offers of the parties demonstrates which proposal brings the salary levels at each of the benchmarks closer to the average.

In Chart No. 2 attached, the Arbitrator notes the four settled South Central Athletic Conference schools as well as the four settled CESA 12 schools and compares the salaries at the benchmarks to the proposed salaries of the District and the Association at these benchmarks for school year 1984-85. The average salary at each of the benchmarks is calculated excluding the proposals of the District and the Association, and the relationship of the salary proposals of the District and the Association relative to the average is reflected in this chart. Data is provided in this chart with regard to the BA+ lane maximum. Despite the objection of the Association to providing this data, Arbitrator Yaffe used this benchmark in his decision in this District in the mediation/arbitration award cited above. The use of the top rate of the highest BA+ lane provides symmetry to the benchmark analysis. In the Masters lanes, the benchmarks of the MA minimum parallels the BA minimum; the MA 10th Step parallels the BA 7th Step in the initial lanes of the BA and MA. The MA lane maximum parallels the BA lane maximum. The parallel to the benchmark for the Schedule Maximum is the BA+ lane maximum. The Association argues that the use of the BA+ lane maximum makes no provision for the number of credits necessary to attain that lane. However, that criticism is just as valid for the use of the Schedule Maximum. It is an appropriate criticism for use of any maximum in a salary schedule, for that matter. Many districts have varying numbers of steps in their length of service increments in their schedules. Nonetheless, the benchmark concept has been used as one method of establishing a basis of comparison among various salary schedules. Although the data for the 1984-85 schedule at the BA+ lane maximum was provided by the Association, no such corresponding data was provided for the BA+ lane maximum on the 1983-84 schedules of either the South Central Athletic Conference districts or the other comparables identified by the District. This information was not provided either by the Association or by the District. Accordingly, in Chart #1 attached, that column is left blank.

The following observations may be made about Chart No. 2. At the BA base, the District's proposal approximates more closely the average salary of the eight other comparable districts settled as of January 21, 1985. However, at the BA+7 and BA Maximum benchmarks, the proposal of the Association is closer to the average. At the BA lane maximum, however, the proposal of the District more nearly approximates the average. Since most of the District's faculty may be found on the BA lanes of the salary schedule, the BA benchmarks are more significant than the MA benchmarks. It is apparent from the data that the Association and the District split at the BA benchmarks with two benchmarks favoring the final offer of the District and two benchmarks favoring the final offer of the Association.

At the MA benchmarks, the proposal of the Association approximates the average salary of the eight settled comparable districts. In this regard, the Association proposal is significantly closer to the average than the proposal

CHART 1
1983-1984

DISTRICTS	BA	BA+7	BA Max	BA Lane Max	MA Min	MA 10th Step	MA Max	Schedule Max
Nekoosa	14,005	17,366	19,887		15,406	21,106	24,957	26,772
Sparta	13,740	16,554	20,140		14,490	18,940	22,940	23,440
Baraboo	13,600	16,456	19,788		14,200	19,951	23,146	23,961
Tomah	13,575	16,408	19,665		14,402	18,462	21,657	22,414
Mauston	13,450	16,190	18,850		14,150	18,650	21,650	22,325
Wisconsin Dells	13,419	16,150	20,352		14,386	19,410	24,840	25,154
A-F	13,400	16,010	19,195		14,450	18,835	22,525	22,850
Portage	13,350	15,992	20,826		14,400	19,584	22,464	23,064
Reedsburg	13,300	15,750	17,550		14,700	19,500	22,500	23,100
Wautoma	13,400	16,616	19,745		14,516	19,745	19,745	22,650
E-K-W	13,675	16,135	18,175		14,425	18,175	18,175	20,935
Lodi	13,450	16,354	19,569		14,727	19,569	19,569	22,797
Columbus	13,540	16,822	20,339		15,330	20,339	20,339	23,216
Poynette	13,100	16,046	19,616		14,900	19,616	19,616	21,188
Westfield	13,000	15,400	18,250		14,250	18,250	18,250	21,175
AVERAGE	13,467	16,283	19,463		14,582	19,342	21,492	23,003
A-F Relative to the Average	-67	-273	-268		-132	-507	+1,033	-153

CHART 2
1984-1985

DISTRICTS	BA	BA+7	BA Max	BA Lane Max	MA Min	MA 10th Step	MA Max	Schedule Max
Baraboo	14,335	17,345	20,857	22,701	15,435	22,381	26,239	27,259
Portage	14,000	17,360	21,840	22,105	15,550	21,850	25,350	26,175
Wisconsin Dells	14,291	17,475	21,675	25,501	15,321	20,672	26,455	27,215
Columbus	13,900	16,900	20,900	24,049	16,090	21,381	24,419	25,159
Lodi	14,175	17,237	19,788	22,808	15,522	20,625	24,027	25,600
Poynette	14,300	17,516	19,660	21,232	16,265	21,413	23,129	25,989
Westfield	13,700	16,700	20,000	23,200	16,200	20,700	23,700	24,700
Sparta	14,316	17,841	21,491	22,191	15,366	21,366	25,016	25,716
AVERAGE	14,127	17,297	20,776	22,902	15,719	21,299	24,792	25,977
A-F Board	14,271	16,881	20,181	22,681	15,321	19,706	24,036	24,341
Association	14,350	17,350	21,050	23,415	15,475	20,310	24,800	25,300

Bd +144	Bd -416	Bd -595	Bd -292	Bd -398	Bd -1,593	Bd -756	Bd -1,636
Asso +223	Asso + 53	Asso +274	Asso +513	Asso -244	Asso - 989	Asso + 8	Asso - 677

Note: The "longevity" step identified in some contracts is not included in the computation of lane maximum columns in this chart.

of the District. This is especially the case at the MA 10th Step and Schedule Maximum benchmarks. The District's proposal is approximately \$1,600 below the average at these two benchmarks. The Association proposal is \$1,000 below the average at the MA 10th Step, and just under \$700 below the average at the Schedule Maximum.

The Adams-Friendship schedule and the salaries paid at the benchmarks for 1983-84 are known. Hence, it is possible to note the relationship between the average and the Adams-Friendship level of salary at each of the benchmarks for 1983-84. Chart 1 provides a complete picture of the average salaries paid at the benchmarks by all 15 comparable districts inclusive of Adams-Friendship for 1983-84. When that relationship for 1983-84 is compared to the relationship to the average noted above for 1984-85, it is possible to ascertain which final offer brings the salary levels at the benchmarks closer to the average.

At the BA base, the District's proposal brings the level of salary at this benchmark closer to the average than does the final offer of the Association. At the BA+7 Step, the Association's proposal places the salary level at this benchmark from \$273 below the average to \$53 above the average. At the BA Maximum, the Association's final offer causes a dramatic shift from \$268 below the average to \$274 above the average. The District's proposal at the BA maximum moves the level of salary further away from the average, i.e., from \$268 below the average in 1983-84 to \$595 below the average under its final offer for 1984-85. The Association proposal is preferable at this benchmark. However, the dramatic swing of salary at this benchmark is clearly uncalled for. Since there is no data available for 1983-84 at the BA lane maximum, it is not possible to establish the swing caused by the Association and District proposals. However, in 1984-85 it is apparent that the Association proposal creates a differential between the average and the level attained under its final offer, which is substantially higher than the differential of the District's final offer relative to the average for 1984-85. At the BA lanes, a comparison of the offers of the parties in 1984-85 relative to the average of the salary paid in the District for 1983-84 slightly favors the position of the Association.

The Association proposal is clearly preferable at the MA benchmarks. Its proposal causes the level of salary of Adams-Friendship teachers to fall further below the average at the MA Minimum, MA 10th Step, and Schedule Maximum benchmarks. However, that drop is not as precipitous as that caused by the District's final offer for 1984-85. At the MA Maximum benchmark, the Association proposal causes the Adams-Friendship salary level to hit the average at that benchmark for 1984-85 when in 1983-84 it was \$1,033 above the average.

Since so much of the parties' arguments are based on a comparison of rankings, the Arbitrator created Chart #3 to demonstrate the effect of each offer on the relative ranking of Adams-Friendship under each offer for 1984-85. Chart #3 compares the change in rank by percentile, since the 1984-85 comparison is based on nine districts inclusive of Adams-Friendship, and the 1983-84 data is based on all 15 comparable Districts.

The percentile change demonstrates the Board offer leads to less of a shift in the BA lanes, whereas the Association offer causes less of a shift in rank in the MA lanes. This ranking comparison bears out the conclusions reached in the Arbitrator's analysis of the parties' offers relative to salary averages.

Clearly, the Association proposal brings the salary levels of the Adams-Friendship faculty closer to the average in 1984-85 than does the final offer of the District. At the BA lane 7th Step and the BA lane Maximum, the Association position brings it closer to the average. Without dates for the 1983-84 lane, it is impossible for the Arbitrator to find which offer in 1984-85 moves the salary level closer to the average of that benchmark. Based on the information available, the Association offer is preferable by a slight margin, only because a large number of unit teachers are in the BA lanes. At the two MA lanes, the Association's offer is clearly preferable to that of the District. Accordingly, the Arbitrator finds the Association position preferable to that of the District.

CHART 3
Choice of Association Offer Yields the Following Ranking Change at Benchmarks
(Percentile)³

	<u>BA (%)</u>	<u>BA+7 (%)</u>	<u>BA Max (%)</u>	<u>BA Lane Max (%)</u>	<u>MA Min (%)</u>	<u>MA 10th Step (%)</u>	<u>MA Max (%)</u>	<u>Schedule Max (%)</u>
<u>1984-85</u>								
A-F ASSOC.	1 of 9 (Top)	5 of 9 (55%)	5 of 9 (55%)	3 of 9 (33%)	7 of 9 (77%)	9 of 9 (Last)	5 of 9 (55%)	7 of 9 (77%)
A-F BOARD	5 of 9 (55%)	8 of 9 (88%)	6 of 9 (66%)	6 of 9 (66%)	Tied for 8th, or Last	9 of 9 (Last)	7 of 9 (77%)	9 of 9 (Last)
<u>1983-84</u>								
A-F	11 of 15 (73%)	14 of 15 (93%)	10 of 15 (67%)		8 of 15 (53%)	11 of 15 (73%)	11 of 15 (73%)	7 of 15 (47%)

³ NOTE: The reference to percentile means that if the percentile ranking is 73%, 73% of the Districts to which Adams-Friendship is compared rank higher than Adams-Friendship.

Total Compensation and Cost of Living

Although the fringe benefit elements which comprise total compensation are not in dispute here, nonetheless, the District asserts that the Association offer is excessive. In the discussion of the comparability factor, the Arbitrator concludes that the Association prevails at that factor. The district asserts in its brief that the Association's offer, whatever relationship it bears to the comparability factor, is achieved at too high a price. The District's argument is borne out by the fact that the Association's proposed increase in salary schedule is three times the size of the increase in cost of living. The District's offer is double the increase in the cost of living.

The parties presented data with regard to the percentage increases in total package costs for 1984-85 in Portage (9.11%), Wisconsin Dells (5.86%), Westfield (11.6%), Columbus (6.71%), and Poynette (9.98%). The average increase for these settled comparables is 8.67%, which is 1.57% above the Board's total package percentage increase and 1.63% below the Association's total percentage package increase. The data for three of the eight settled comparables was not available. The size of the difference in percentage increase of the two offers relative to the average percentage increase is small. The Arbitrator concludes, therefore, that based on the available data, the offers of both parties fall within the same range of the percentage increase offered by other settled districts. This precludes a finding that the Association's proposal is excessive.

Selection of the Final Offer

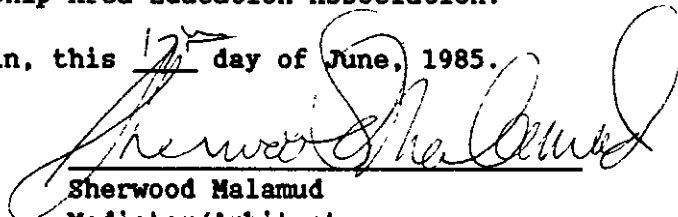
The Arbitrator concludes in the discussion above that the offer of the Association on salary schedule is preferable to that of the District. The Arbitrator finds that the Association's offer is not excessive as alleged by the District. Accordingly, the Arbitrator concludes that the final offer of the Association is preferable to that of the District.

On the basis of the above discussion, the Mediator/Arbitrator issues the following:

AWARD

Based upon the statutory criteria found in sec. 111.70(4)(cm)7a-h of the Municipal Employment Relations Act, the evidence and arguments of the parties and for the reasons discussed above, the Mediator/Arbitrator selects the final offer of the Adams-Friendship Area Education Association, and attached hereto is the Association salary schedule contained in its final offer and which is to be included, together with the stipulations of the parties, in the 1984-85 Collective Bargaining Agreement between the Adams-Friendship Area School District and the Adams-Friendship Area Education Association.

Dated at Madison, Wisconsin, this 17th day of June, 1985.


Sherwood Malamud
Mediator/Arbitrator

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	BA + 6	BA + 12	BA + 18	BA + 24	BA + 30	MA	MA + 12		
1	A1 14350	A2 14475	A3 14600	A4 14725	A5 14850	A6 14975	A7 15475	A8 15975	BASE
2	B1 14850 ⁵⁰⁰	B2 14975	B3 15100 ⁵⁰⁵	B4 15225	B5 15350 ⁵¹⁰	B6 15475	B7 15990 ⁵¹⁵	B8 16490	1
3	C1 14350	C2 15475	C3 15610	C4 15735	C5 15870	C6 15995	C7 16505	C8 17005	2
4	D1 15850	D2 15975	D3 16115	D4 16240	D5 16380	D6 16505	D7 17020	D8 17520	3
5	E1 16350	E2 16475	E3 16620	E4 16775	E5 16890	E6 17015	E7 17535	E8 18035	4
6	F1 16850	F2 16975	F3 17125	F4 17250	F5 17400	F6 17525	F7 18050	F8 18550	5
7	G1 17350	G2 17475	G3 17630	G4 17755	G5 17900	G6 18035	G7 18565	G8 19065	6
8	H1 17850	H2 17975	H3 18135	H4 18260	H5 18420	H6 18545	H7 19080	H8 19580	7
9	I1 18350 ⁶⁰⁰	I2 18575	I3 18740 ⁶⁰⁵	I4 18865	I5 19030 ⁶¹⁰	I6 19155	I7 19695 ⁶¹⁵	I8 20195	8
10	J1 19050	J2 19175	J3 19345	J4 19470	J5 19640	J6 19765	J7 20310	J8 20810	9
11	K1 19650	K2 19775	K3 19950	K4 20075	K5 20250	K6 20375	K7 20925	K8 21425	10
12	L1 20250	L2 20375	L3 20555	L4 20680	L5 20860	L6 20985	L7 21540	L8 22040	11
13	M1 20950 ⁸⁰⁰	M2 21175	M3 21360 ⁸⁰⁵	M4 21485	M5 21670 ⁸¹⁰	M6 21795	M7 22355 ⁸¹⁵	M8 22855	12
14	N1	N2	N3 22165	N4 22290	N5 22480	N6 22625	N7 23170	N8 23670	13
15	O1	O2	O3	O4	O5 23290	O6 23415	O7 23925	O8 24425	14
16	P1	P2	P3	P4	P5	P6	P7 24800	P8 25300	15
17	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	16
18	R1	R2	R3	R4	R5	R6	R7	R8	17

T _____ U _____ V _____ X _____ Y _____ Z _____