In the Matter of the Petition of
DELAVAN-DARIEN SCHOOL DISTRICT
To Initiate Mediation-Arbitration Between Said Petitioner and

DELAVAN-DARIEN EDUCATION ASSOCIATION
$\because \because C O C N E I N$ EMPLOYMANT

Number 35071
Decision No. 22907-A
MED / ARB-3289
Mediator-Arbitrator
Stanley H. Michelstetter II

Appearances:
Ken Cole, Director, Appearing on behalf of the Employer.
Mary Horton, Executive Director, Appearing on behalf of the Association.

## MEDIATION-ARBITRATION AWARD

Delavan-Darien School District, herein referred to as the "Employer," having petitioned the Wisconsin Employment Relations Commission to initiate mediation-arbitration pursuant to Section $111.70(4)(c m) 6$ of the Municipal Employment Relations Act, involving certain of its employees and a unit represented by Delavan-Darien Education Association, herein referred to as the "Association," and the Commission having appointed the Undersigned as mediator-arbitrator by order dated 0ctober 14, 1985; and the Undersigned having conducted a mediation on December 15, 1985, and a hearing in the matter on January 16 , 1986, and the parties having each filed post-hearing briefs and reply briefs the last of which was received March 9, 1986.

## ISSUES

I summarize the issues of the parties for their 1985-86 collective bargaining year as follows:

1. Salary Schedule: the Employer's salary schedule proposal is attached hereto and marked Appendix A. The Association proposed salary schedule is attached hereto and marked Appendix B. The prior schedule is attached hereto and marked Appendix $C$.
2. The Association proposes to increase the co-curricular base from its current $\$ 15,750$ to the salary schedule base of $\$ 17,300$ and make similar adjustments in other related positions. The Employer proposes to keep the schedule at its $\$ 15,750$ base.

## POSITIONS OF THE PARTIES

The Association relies soley on comparison to the salary schedules and wage increases granted other teacher units in various comparison groups. It relies principally upon the $\mathrm{K}-12$ and Union High School districts which have settled for 1985-86 in CESA 2 analysed in four subgroups; A. the entire CESA B. Southern Lakes Athletic Conference C. In the Southern Lakes United Educators UniServe D. Contiguous School District. Both parties agree that there are few settlements in the immediate area. The Association seeks to overcome this by expanding the number of comparison groups. It should be noted that the Association takes the view that since few other arguably comparable school districts have a longevity program, longevity, its costs, and increases attributable to longevity should be disregarded. It believes the Employer's use of comparables should be disregarded because it fails to include settlement data with respect to the Union High School Districts of Salem, Walworth, and Union Grove. The Association also argues that teachers' settlements should be given determinative weight over private sector settlements and other public sector settlements. The Association also challenges the use of total package comparisons because the figures may not represent the same elements without a clear understanding as to what items are included in the "total package." Thus, it argues that salary increase alone is more realistic.

The Employer takes the position that in the context of the factors of cost of living and the interests and welfare of the public, its offer is to be preferred. It argues that its offer exceeds the cost of living and is to be preferred on that basis. While it admits that its "ability to pay" is not an issue, it asserts its offer more nearly serves the interest of the public and that school cost are more burdensome to this district than to others because it tends to have a high average number of persons below the poverty line while its costs are relatively high per student. Further, it argues private sector employers do not support the Association's position. It notes there was no evidence offered supporting the public interest in the Association's final offer.

The Employer also argues that the comparison factor favored its position. It compares itself with the two major private employers in the area, Ajay and Stay-Rite (3.5\% to 5.5\% increases; ) public employers in the same area, City of Delavan and Walworth County (less that $5 \%$ increases) and comparable teachers salaries in school districts, Southern Lakes Athletic Conference and school districts that are contiguous (excluding unusually large districts, distant districts $K-8$ and Union High School Districts.) It notes that this district has an extensive longevity program while only four other districts even have longevity programs which program should be considered. It also notes that the increase it granted teachers last year was better than the average of others. The Employer believes its total cosits increase is equivalent to the other districts' settlements. It also notes Walworth Union High School settled for $7.56 \%$ total package in January, 1986. 1/ As to extra-curricular it has offered evidence it asserts demonstrates its proposed levels are adequate. It alternatively argues its side letter supports its view and the Association witnesses should be discredited for "selective memory."

## DISCUSSION

Pursuant to Section $111.70(4)(\mathrm{cm}), 2 /$ Wis. Stats., I am to select the final offer, without change, of the party which I conclude most nearly meets the statutory criteria. The statutory criteria specified in paragraph 7 are: "...
7. 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 generally in public 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 ser-
TII notes that waterford Union High School s settlement is the
third year of the third year agreement in which the first two
years were significantly lower than the third year.
$2 /$ The statutory standards have been apended effective for disputes commencing, after the date of publication, but these changes are not applicable to this dispute.
vice or in private employment."
The weight to be assigned the various factors is left to the mediator-arbitrator. In this case the factors which are arguably applicable are sub $c, d, e, f$, and $h$ (other factors).

## Cost of Living

The Employer has shown that the national CPI-U from July 1984 to July 1985 changed by $3.77 \%$. The Employer's final offer total package equals or exceeds $6.8 \%$, while the Association's final offer equals or exceeds $8.33 \%$. Both private and public (non teacher) sector settlements range in the 4 to $5 \%$ range in the area. I am satisfied that the Employer's final offer is closer to the cost-of-living factor.

## Interest and Welfare of the Public 3/

There is no dispute in this case that the Employer has the financial ability to meet the proposal of the Association. The Employer does allege that the offer of the Association would be burdensome to the public. There are two, often conflicting, interests of the public employer: 1. getting the most education value for the tax dollar and 2. attracting, retaining, and encouraging qualified staff. The balance between these two interests depends on the facts and circumstances of this case.

In this case, it appears that the people of the Delavan-Darien school district have much the same ability to meet the costs of education as the people of most of the districts, specified below, which the Employer deems comparable. However, the average cost per student in Delavan-Darien is higher than in most of these comparables school districts

## AVERAGES

|  | D-D | All Dists. <br> w/o D-D | $\begin{gathered} K-12 \\ \text { W/o } D-D \\ \hline \end{gathered}$ | $\begin{aligned} & K-12 \text { W/o } \\ & D-D \& W B \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| Cost/Student | \$3,244 | \$3,144 | \$3,072 | \$2,883 |
| Aid/Student | 889 | 817 | 789 | 901 |
| Equalized |  |  |  |  |
| Val./Student | 195,392 | N/A | 221,196 | 182,241 |
| 1980 per |  |  |  |  |
| capita income | 7,343 | 7,303 | 7,165 | 7,088 |

[^0]37 I attribute no weight to the self-serving written statement of private employers opposing the Association's position herein. No testimony was offered in support of these exhibits.

4/ Williams Bay appears unusual. It has a higher per capita income than most other districts and a exceedingly higher cost per member (\$4,397) than any other district. It gets no state aid.
level. In this context the public interest is in maintaining its costs at an appropriate level.

## Comparisons

## A. Private Sector Comparisons

The Employer submitted the only private sector comparisons. One was to Ajay Corporation of Delavan Wisconsin which gave its approximately 1000 employees a $31 / 2 \%$ increase in 1985 and approximately the same amount in 1984. It also provided a comparison to Sta-Rite Industries which provided its salaried employees a $5.5 \%$ increase in 1985 and its shop employees a $4.5 \%$ increase in 1986 which it intends to apply to its salaried and hourly employees. It also provides additional merit increases.

The closest analogy is to salaried employees; however, there is no evidence as to their duties or wage rates. The wage increase average $5 \%$ over 1985-86. By any analogy the size of increase is less than that proposed by the Employer. To the extent evidence is available, this factor favors the Employer.

## B. Comparisons to Other Nonprofessional Government Employees

The City of Delavan settled with its organized employees on a two-year agreement in 1985-86. It covers fourteen employees in the streets, grounds, water and sewer departments. The 1985 average increase was $4.87 \%$ and the 1986 is $4.64 \%$. The City of Delavan negotiated a contract with its police who are organized for 1985-86 for its ten full-time positions and its five parttime positions. Salaries were increase by $4.5 \%$ in 1985 and $4.5 \%$ in 1986. Walworth County has a two-year agreement with its court house employees for calendar 1984 and 85. It provides for a wage freeze for 1984 and a $31 / 2 \%$ increase for 1985.

## C. Comparisons to Other Teacher Units

There are two prime differences in the comparisons offered by the parties. First, the Association relies on comparisons only to those districts which are settled. Second, and more importantly, the Association seeks to overcome the lack of settlements in the area by expanding the number of comparisons, while the Employer takes the position that comparisons should be given less weight as to the appropriate settlement for 1985-86.

Comparisons have two purposes; 1. to establish a factual basis for a judgment whether employees are being paid an appropriate wage and, 2. to determine a factual basis for a judgment as to what adjustments are appropriate. For the former purpose, it is wise to look at the school districts in the entire comparability group for the previous year and compare that with the previous year of this Employer. This reduces the possibility of unreasonably skewed results by looking at only those which have settled.

The Association relies extensively on bench mark analysis comparing its salary schedule with salary schedules in other districts. By this analysis the schedule here is lower than average at all but the BA and MA bases.

The evidence indicates that the parties have established a unique salary system. They have established an extensive longevity program and an exceedingly abreviated BA area of the salary schedule. This type of structure encourges professional selfimprovement and the retention of experienced, highly educated teachers. In making comparisons, factor f, the overall compensation factor and $h$, other factors, both encourage a broad view taking into account unusual allocations by the parties. In this case neither party has suggested a change in this mutually agreed upon compensation system. Accordingly, in making an analysis in the comparison groups, I will respect and take this special agreement into account. This make the comparison more complex

Both parties agree that the athletic conference consisting of Badger (Lake Geneva) Union High School, Burlington (K-12), Salem Central Union High School, Union Grove Union High School,

Waterford Union High School, Wilmot Union High School, Delavan-Darian (K-12), East Troy (K-12), Elkhorn (K-12), Jefferson $(K-12)$, Milton $(K-12)$, and Whitewater $(K-12)$ is an appropriate comparison group. The parties also agree that contiguous districts also are an appropriate comparison group (Elkhorn, Williams Bay, Walworth Union High School, Clinton, Milton, Whitewater.) I, therefore, find that the Employer's comparison group by combining the two groups is an appropriate comparison group. The following is a comparison of the salary schedule by bench marks. I have omitted the sixth step of the BA and the BA maximum in the light of the mutually agreed upon unique structure established by the parties.

## Conference and Contiguous Schools

|  | BA Base | MA Base | MA 9 , $h$ | MA Max | Sched. Max |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Burlington | 14,696 | 16,158 | 22,506 | 26,077 | 30,387 |  |  |
| Central/Westosha UHS | 14,960 | 17,632 | 27,357 | 27,354 | 31,404 |  |  |
| Clinton | 14,629 | 16,090 | 22,063 | 25,101 | 26,469 |  |  |
| East Troy | 15,150 | 17,000 | 21,650 | 24,900 | 26,850 |  |  |
| Elkhorn | 15,830 | 17,180 | 23,255 | 26,630 | 30,455 |  |  |
| Jefferson | 14,100 | 15,400 | 20,688 | 24,072 | 26,482 |  |  |
| Lake Geneva UHS | 15,300 | 16,800 | N/A | N/A | N/A |  |  |
| Milton | 14,700 | 17,400 | 27,750 | 27,750 | 30,250 |  |  |
| Union Grove UHS | 16,192 | 18,400 | 25,024 | 27,968 | 29,440 |  |  |
| Walworth UHS | 14,750 | 16,750 | 21,250 | 24,750 | 27,750 |  |  |
| Waterford UHS | 15,271 | 16,972 | 22,271 | 26,302 | 28,459 |  |  |
| Whitewater | 14,700 | 16,170 | 21,902 | 25,172 | 27,296 |  |  |
| Williams Bay | 14,300 | 15,015 | 22,165 | 25,740 | 27,885 |  |  |
| Wilmot | 14,730 | 17,384 | 26,969 | 26,969 | 30,962 |  |  |
| Average W/O D-D | 14,949 | 16,739 | 23,448 | 26,060 | 28,776 |  |  |
|  |  |  |  |  |  |  |  |
| D-D |  |  |  |  |  |  |  |

Thus, the schedule itself is generally low. Even weighted by placement the schedule appears lower than average. However, roughly $40 \%$ of the unit is in the longevity ranges. Only four of the comparable districts have longevity and Delavan-Darien's program is, by far, the most extensive. The following average compensation comparison tends to suggest that teachers in Delavan-Darien are among the highest paid in the area.

AVERAGE TEACHER SALARIES

| DISTRICT | $1984-85$ | RANK | YEAR EXP. |
| :--- | :---: | ---: | :---: |
| Wilmot | 23,479 | $(9)$ |  |
| Burlington | 24,102 | $(4)$ | 16.3 |
| Central/ |  |  |  |
| Westosha UHS | 23,153 | $(11)$ | 15.9 |
| Clinton | 21,748 | $(13)$ | 14.3 |
| East Troy | 23,626 | $(7)$ | 15.9 |
| Elkhorn | 23,670 | $(6)$ | 15.2 |
| Jefferson | 21,187 | $(10)$ | 13.7 |
| Lake Geneva UHS | 24,814 | $(3)$ | 16.3 |
| Milton | 23,097 | $(12)$ | 13.9 |
| Union Grove UHS | 26,391 | $(1)$ | 16.8 |
| Walworth UHS | 23,516 | $(8)$ | 16.1 |
| Waterford UHS | N/A | N/A |  |
| Whitewater | 23,992 | $(5)$ | 17.7 |
| Williams Bay | 22,173 | $(12)$ | 16.5 |
| AV. w/o D-D | 23,579 |  | 15.7 |
| Delavan-Darien |  |  |  |

There is a difference in the position of the parties as to costing. The Employer takes the position that its total package is $7 \%$, $\$ 2,183.89$ per returning teacher, and its wage increase is $7 \%$, $\$ 1,695$ per returning teacher. It takes the position that the Association's total package is $8.4 \%$ or $\$ 2,644$ per returning teacher, and the Association's wage increase is $8.3 \% 5 /$ or $\$ 2,001$ per returning teacher. The Association treats the Employer's proposal as $6.4 \%$ wage increase without longevity, $\$ 1,490$ per

[^1]returning teacher, $7 \%$ wage and longevity combined, $\$ 1,670$ per returning teacher and $6.7 \%$ total package, $\$ 2,119$ per returning teacher. It concludes its proposal is $7.6 \%$ salary, $\$ 1,776$ per returning teacher, $8.2 \%$ salary and longevity combined, $\$ 1,977$ per returning teacher and $8.2 \%$ total package, $\$ 2,583$ per returning teacher. As to total package, the Association omits increase attributable to the state teacher's retirement system and increases attributable to social security. The increase attributable to the state teacher's retirement system may have been agreed upon the year before, but there is no indication as to whether it was costed against that package or not. I have therefore, used the Employer's figures with respect to total package. The fundamental issue with respect to salary only increase is whether longevity should be excluded because other schools do not have longevity programs. In my view, however, the mere designation of a wage payment as a salary schedule or longevity does not affect its character as salary. This is particulary true because the parties here have placed so much of their compensation in longevity.

The following is a summary of the available data with respect to settlement in the comparable districts:

## SETTLED CONFERENCE AND CONTIGUOUS

|  | Total <br> Pkg. | Ttl. Pkg. pr. returning Tchrs. | Salary Only | Salary pr. returning tchr's. |
| :---: | :---: | :---: | :---: | :---: |
| Badger UHS | 7.20 | 2,295 | 6.53 | 1,512 |
| Burlington K-12 | 7.66 | 2,359 | 8.26 | 1,950 |
| Salem Cntri.UHS |  |  | 8.88 | 2,001 |
| Union Grove UHS |  |  | 7.65 | 1,966 |
| Waterford UHS | Settled | but data not | 8.48 | 2,000 |
| Wilmot UHS | current | to print |  |  |
| East Troy |  |  |  |  |
| Elkhorn | 8.59 | 2,660 | 8.01 | 1,881 |
| Jefferson | 6.99 | 1,629 | 9.00 | 1,898 |
| Walworth UHS |  |  | 7.65 | 1,781 |
| Averages w/o |  |  |  |  |
| Delavan-Darien | 7.625 | 2,250 | 8.06 | 1,874 6/ |
| Delavan-Darien |  |  |  |  |
| Employer | 7\% | 2,183 | 7\% | 1,670 [-204] |
| Association | 8.4\% | 2,644 | 8.2 | 1,977 [+103] |

The best available measure of comparison is average dollar per teacher salary increase and percentage salary increase. There is a wide variance in costing methods in this area making total package comparisons questionable. Further, I have salary increase data with respect to more settlements with these measures than as to other measures. It does not appear that non wage benefits are higher here than elsewhere. By this comparison, the Association's offer is very close to the average of settlements by percentage and the Board's is substantially less. In considering the greater salary in Delavan-Darien, the per returning teacher figure yields closer results, yet the Association's offer is closer.

On the basis of the foregoing the historical comparison and other comparisons favor the Employer, while the offer of the Association is closer to the general size of increases. The offer of both parties will maintain the average salary rank of Delavan-Darien. On the whole, the average comparison factor favors the Association slightly.

## Extra-Curricular

The central issue as to base for extra-curricular is whether the Employer or Association is changing past practice of having the extra-curricular base equal the contract salary schedule base. At all relevant times in the past prior to the facts discussed below the Employer and Association have always had it equal to the contract base. In the negotiations for the last collective bargaining agreement there existed no issue. During the final mediation session an issue came up through the
medtator. It is undisputed herein that the Association proposed a one-time only freeze to finance the contract settiement by agreeing to a lower base for extra-curricular. While there is a dispute in the testimony as to what was actually agreed, the parties entered into a side letter on the date of settlement, the body of which states: "the School Board of the School District of Delavan-Darien and the Delavan-Darien Education Association hereby agree that a negotiation for wages, hours and working conditions for the 1985-86 school year the base for co-curricular salaries will not be less than $\$ 15,750$." The $\$ 15,750$ figure was the base for the 1985-85 collective bargatining agreement salary schedule. It is my conclusion that the purpose of this agreement was to reaffirm the past practice, but to allow the Employer to negotiate for change in the practice if it so desired.

The comparisons offered by the Association are more reliable on this subject. It compares head football, head basketball, and cheerleading advisor, assistant wrestling and department chairs. At the high school levels salaries are generally higher than anywhere else surveyed. At the middle school level they are lower than average. On the whole, it does appear that the Employer has demonstrated a need for a change in extra-curricular wage structure. The evidence favors the Employer's position.

## WEIGHT

As stated above, it is my responsibility to select the offer which is closest to the appropriate offer. I do not have authority to modify either offer. It is a difficult choice in this case because both offers represent the respective parties best judgment as to an appropriate result and, therefore, either offer is clearly appropriate. However, I conclude the offer of the Employer is to be preferred. The offer of the Employer is clearly adequate to adjust for inflation, and teacher settlements in the area reflect fundamental adjustments in addition to inflation for the apparent purpose of attracting and retaining talent in the profession. The parties have established a voluntary system designed to this end. In this context the offer of the Employer herein is clearly adequate to achieve this purpose. In this case, the interest of the public in controlling the costs of education together with the proportionate weight of the extra curricular issue outwefgh the advantage the Association has in comparability.

## AWARD

That the parties collective bargaining agreement include the final offer of the Employer.

Dated at Milwaukee, Wisconsin this 22 day of May, 1986.


|  | 0 | STEP $B A$ | STEP 2 8A+6 | STEP 3 $8 \mathrm{~B}+12$ | STEP 4 4 18 | $\begin{gathered} \text { STEP } 5 \\ 8 A+24 \end{gathered}$ |  | STEP 6 MA | STEP 7 <br> MA+6 | STEP 8 MA 12 | STEP 9 MA+18 | STEP 10 $\mathrm{MA}+24$ | STEP 11 $M+30$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| YEARS | BA IMC |  | 350 | 350 | 350 | 400 | MA INC | 400 | 480 | 400 | 400 | 400 | 490 |
| 0 |  | 16900 | 17250 | 17600 | 17950 | 18350 |  | 18750 | 19150 | 19550 | 19950 | 20350 | 20750 |
| 1 | 400 | 17300 | 17650 | 18000 | 18350 | 18750 | 420 | 19170 | 19570 | 19970 | 20378 | 20770 | 21170 |
| 2 | 400 | 17700 | 18050 | 18400 | 18750 | 19150 | 420 | 19590 | 19990 | 20390 | 20790 | 21190 | 21590 |
| 2.5 | 200 | 17900 | 18250 | 18600 | 18950 | 19350 | 210 | 19800 | 20200 | 20600 | 28000 | 21400 | 21800 |
| 3 | 400 | 18100 | 18450 | 18800 | 19150 | 19550 | 420 | 20010 | 20410 | 20810 | 21210 | 21610 | 22010 |
| 3.5 | 200 | 18300 | 18550 | 19000 | 19350 | 19750 | 210 | 26220 | 20620 | 21020 | 21420 | 21820 | 22220 |
| 4 | 400 | 18500 | 18850 | 19200 | 19550 | 19950 | 420 | 20430 | 20830 | 21230 | 21630 | 22030 | 22430 |
| 4.5 | 200 | 18700 | 19050 | 19400 | 19750 | 20150 | 250 | 20680 | 21880 | 21480 | 21880 | 22280 | 22880 |
| 5 | 400 | 18900 | 19250 | 19600 | 19950 | 20350 | 500 | 20930 | 21330 | 21730 | 22130 | 22530 | 22930 |
| 5.5 | 200 |  | 19450 | 19800 | 20150 | 20550 | 250 | 21180 | 21580 | 21980 | 22380 | 22780 | 23180 |
| 6 | 400 |  | 19650 | 20000 | 29350 | 20750 | 500 | 21430 | 21830 | 22230 | 22630 | 23030 | 23430 |
| 6.5 | 200 |  |  | 20200 | 20550 | 20950 | 250 | 21680 | 22080 | 22480 | 22880 | 23280 | 23680 |
| 7 | 400 |  | 19550 | 20400 | 20750 | 21150 | 500 | 21930 | 22330 | 22730 | 23130 | 23530 | 23930 |
| 7.5 | 200 |  |  | 20800 | 29950 | 21350 | 250 | 22180 | 22580 | 22980 | 23380 | 23780 | 24880 |
| 8 | 400 |  | 19850 | 20800 | 21150 | 21550 | 500 | 22430 | 22830 | 23230 | 23630 | 24030 | 24430 |
| 8.5 | 250 |  |  |  | 21400 | 21800 | 300 | $2273{ }^{\circ}$ | 23130 | 23530 | 23930 | 24330 | 24730 |
| 9 | 500 |  |  | 20800 | 21650 | 22050 | 600 | 23030 | 23430 | 23830 | 24230 | 24630 | 25030 |
| 9.5 | 250 |  |  |  | 21900 | 22380 | 300 | 23330 | 23730 | 24130 | 24530 | 24930 | 2533 |
| 10 | 500 |  |  | 20800 | 22150 | 22550 | 600 | 23630 | 24030 | 24430 | 24830 | 25230 | 25630 |
| 10.5 | 250 |  |  |  |  | 22880 | 300 | 23930 | 24330 | 24730 | 25130 | 25536 | 2593 |
| 11 | 500 |  |  |  | 22150 | 23050 | 600 | 24230 | 24630 | 25030 | 25430 | 25830 | 26230 |
| 11.5 | 250 |  |  |  | 22150 | 23300 | 300 | 24530 | 24930 | 25330 | 25730 | 26130 | 26530 |
| 12 | 500 |  |  |  |  | 23550 | 600 | 24830 | 25230 | 25630 | 26030 | 26430 | 26830 |
| 12.3 | 250 |  |  |  |  | 23800 | 300 | 25130 | 25330 | 25930 | 26330 | 26730 | 27130 |
| 13 | 500 |  |  |  |  | 24050 | 600 | 25430 | 25830 | 26230 | 26630 | 27030 | 2743 |
| 13.5 | 137.5 |  |  |  |  | 24187.5 | 325 | 25755 | 26155 | 26555 | 26955 | 27355 | 2775 |
| 14 | 275 |  |  |  |  | 24325 | 650 | 26080 | 26480 | 26888 | 27280 | 27680 | 28080 |
| 14.5 | 137.5 |  |  |  |  | 24462.5 | 325 | 26405 | 26805 | 27205 | 27605 | 28005 | 28105 |
| 15 | 275 |  |  |  |  | 24600 | 650 | 26730 | 27130 | 27530 | 27930 | 28330 | 2873 |
| ancenjtr |  |  |  |  |  | 275 |  | 275 | 275 | 275 | 275 | 300 |  |
| $15.5$ |  |  |  |  |  | 24737.5 |  | 26867.5 | 27267.5 | 27667.5 | 28067.5 | 28480 | 23889 |
| 16 |  |  |  |  |  | 24875 |  | 27005 | 27405 | 27805 | 28205 | 28630 | 2903 |
| 16.5 |  |  |  |  |  | 25012.5 |  | 27142.5 | 27542.5 | 27942.5 | 28342.5 | 28780 | 2918 |
| 17 |  |  |  |  |  | 25150 |  | 27280 | 27689 | 28088 | 28180 | 28930 | 2933 |
| 17.5 |  |  |  |  |  | 25287.5 |  | 27417.5 | 27817.5 | 28217.5 | 28617.5 | 29088 | 2948 |
| 18 |  |  | 19650 |  | 22150 | 25425 |  | 27555 | 27955 | 28355 | 28755 | 29230 | 2963 |
| 18.5 |  |  |  |  |  | 25562.5 |  | 27692.5 | 28092.5 | 28492.5 | 28892.5 | 29388 | 2978 |
| 19 |  |  |  |  | 22150 | 25700 |  | 27830 | 28230 | 28630 | 29030 | 29530 | 2993 |
| 19.5 |  |  |  |  |  | 25837.5 |  | 27967.5 | 28367.5 | 28767.5 | 29167.5 | 29680 | 36081 |
| 21 |  |  |  |  |  | 25975 |  | 28105 | 28505 | 28905 | 29305 | 29838 | 3023 |
| 20.5 |  |  |  |  |  | 26112.5 |  | 28242.5 | 28642.5 | 29942.5 | 29442.5 | 29980 | 30381 |
| 21 |  |  |  |  |  | 26250 |  | 28380 | 28780 | 29180 | 29580 | 30130 | 3053 |
| 21.5 |  |  |  |  |  | 26387.5 |  | 28517.5 | 29917.5 | 29317.5 | 29717.5 | 30280 | 3068 |
| 22 |  |  |  |  |  | 26525 |  | 28653 | 29055 | 29155 | 29855 | 30430 | 3083 |
| 22.5 |  |  |  |  |  | 26662.5 |  | 28792.5 | 29192.5 | 29592.5 | 24992.5 | 39580 |  |
| 23 |  |  |  |  |  | 26800 |  | 28938 | 29339 | 29730 | 30130 | 30730 |  |
| 23.5 |  |  |  |  |  | 26937.5 |  | 29067.5 | 29467.5 | 29867.5 | 3027.5 | 33889 |  |
| 24 |  |  |  |  |  | 27075 |  | $29205$ | 29645 | 30005 | 3niss | 31830 |  |
| 24.5 |  |  |  |  |  |  |  | 29342.5 | 29742.5 | 31142.5 | 30542.5 | 3110 | \%150 |
| 25 |  |  |  |  |  |  |  | 29480 | 29880 | 33280 | 9060 | -1334 | 1473 |
| $-20.5$ |  |  |  |  |  |  |  | 8817.5 | 31317.5 | 30187.5 | 32117.5 |  |  |
| $\bar{F}=-24$ | $\div=$ | $\cdots$ | -- | $\cdots$ | $\ldots$ | - . | $\ldots$ | $\therefore 2975$ | - 1188 | 205080 | . 2785 | H63 | 23030 |

## APPENDIX B


oEiavain-darien schoo distaict
CESA: 18
Conference: Southern Lakes
ADM: 2129 (1983-84) Staff (FTE): 131.2
Agreement Duration: 1983-8S
Salary Duration: 1984-8S

APACHER SALARY SEITLEMENTK
Settlement: S/ifacher $\underline{x}$
$\begin{array}{lll}\text { A. Salary Orily } & \$ 15: 4 & 6.66 \% \\ \text { B. Total Package } & \$ 1797 & 6.73 \%\end{array}$

1. SALARY SCMEDULE (1984-85)

|  |  | BA | BA+6 | $8 A+12$ | 6A+18 | $84+24$ |  | ma | MA+E | Mn+i2 | MA+18 | Ma+24 | MA+ 30 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Exp | BA Inc. |  | 350 | 350 | 350 | 400 | MA ITc. | 350 | 350 | 350 | 350 | 350 | 350 |
| 0 |  | 15750 | 16100 | 16450 | 16800 | 17200 |  | 17550 | 17900 | 18250 | 18600 | 18950 | 19300 |
| 1 | 400 | 16150 | 16500 | 16850 | 17200 | 17600 | 420 | 17970 | 18320 | 18670 | 19020 | 19370 | 18720 |
| 2 | 400 | 16550 | 16900 | 17250 | 17600 | 18000 | 420 | 18390 | 18740 | 15090 | 19440 | 19790 | 20140 |
| 3 | 400 | 16950 | 17300 | 17650 | 18000 | 18400 | 420 | 18810 | 19160 | 19510 | 19850 | 20210 | 20560 |
| 4 | 400 | 17350 | 17700 | 18050 | 18400 | 18800 | 420 | 15230 | 19580 | 19930 | 20280 | 20630 | 20980 |
| 5 | 400 | 17750 | 18100 | 18450 | 18800 | 19200 | 500 | 19730 | 20080 | 20430 | 20780 | 21130 | 21480 |
| 6 | 400 |  | 18500 | 18850 | 19200 | 19800 | 500 | 20230 | 20580 | 20930 | 21280 | 21630 | 21980 |
| 7 | 400 |  |  | 19250 | 19600 | 20000 | 500 | 20730 | 21080 | 21430 | 21780 | 22130 | 22480 |
| 8 | 400 |  |  | 19650 | 20000 | 20400 | 500 | 21230 | 21580 | 21930 | 22280 | 22630 | 22980 |
| 9 | 500 |  |  |  | 20500 | 20900 | 600 | 21830 | 22180 | 22530 | 22880 | 23230 | 23580 |
| 10 | 500 |  |  |  | 21000 | 21400 | 500 | 22430 | 22780 | 23130 | 23480 | 23830 | 24180 |
| 11 | 500 |  |  |  |  | 21900 | 600 | 23030 | 23350 | 23730 | 24080 | 24430 | 24780 |
| 12 | 500 |  |  |  |  | 22400 | 600 | 25630 | 23980 | 24300 | 24680 | 25030 | 25380 |
| 13 | 500 |  |  |  |  | 22900 | 600 | 24230 | 24580 | 24930 | 25288 | 25630 | 25980 |
| 14 | 230 |  |  |  |  | 23130 | 650 | 24880 | 25230 | 25580 | 25930 | 26280 | 26630 |
| 15 | 230 |  |  |  |  | 23360 | 650 | 25530 | 25880 | 26230 | 26580 | 26930 | 27230 |

Longevity -
Begins at BA+24-9 steps $\$ 230$
MA - 11 steps $\$ 255$
MA+6 - 11 steps $\$ 260$
MA +12 - 11 steps $\$ 260$
MA+18-11 steps $\$ 265$
MA $24-11$ steps $\$ 270$
MA $30-11$ steps $\$ 270$

COLA Provision: No
2. Extra-Curricular Schedule:

Dollar Amounts: -
Percentages: $X$
Experience Increments: No

| 3. | Fringe Benefits: 4. | Insurance: | Total | Bd. Share |
| :---: | :---: | :---: | :---: | :---: |
|  | Longevity: See schedule | Healtr: | S- 588.20 | 100\% |
|  | WRS: 5\% of gross salary |  | F-5179.60 | 100\% |
|  | Credit Requirement: $B R$ : 6 | Dental: | S- \$7.24 | 100\% |
|  | credits every 5 yrs. MA: |  | F- \$24.48 | 100\% |
|  | 6 credits every $\mathbf{i 0}$ yrs. | Disabili | ty: | 100x |
|  | Mileage: \$.20s | Life: |  | 208 |
|  |  | Vision: | No |  |

5. Agreement Provisions:


[^0]:    Although there is no direct testimony as to why the Employer has higher per pupil costs, it is clear that the average salary in Delavan-Darien is higher than average in comparable districts. This is a logical result of the parties' schedule which encourages employees to obtain advanced education credits and the longevity pay plan.

    The mere fact the the Employer cost per member is higher than other areas does not necessarily support the Employer's position. In this case the parties have voluntarily negotiated an unusual salary schedule which clearly encourages, if not forces, teachers to seek additional credits and degrees early in their careers. Further, the parties have negotiated an unusual longevity program which is designed to encourage the retention of those highly experienced and educated teachers. In this context it can be well said that the Employer has adopted a program encouraging staff development and a retention of highly qualified staff. This benefits the public in having teachers who are more highly qualified than comparable districts. The offers of both parties are consistent with this program. Further the offers of both parties are adequate to maintain the comparative salary

[^1]:    5/ There appears to be a slight error in the Employer's calculaTion and this is corrected for this.

