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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the Petition of the:	Case 8 No. 34953
SCHOOL DISTRICT OF BRODHEAD	MED/ARB-3260
	Decision No. 22908-A
To Initiate Mediation/Arbitration	Sherwood Malamud
Between Said Petitioner and the	Mediator/Arbitrator
BRODHEAD EDUCATION ASSOCIATION	

APPEARANCES

David R. Friedman, Attorney at Law, Room 803, 30 West Mifflin, Madison, Wisconsin 53703, appearing on behalf of the Municipal Employer.

Mallory K. Keener, Executive Director, Capital Area Uniserv South, 4800 Ivywood Trail, McFarland, Wisconsin 53558, appearing on behalf of the Association.

JURISDICTION OF MEDIATOR/ARBITRATOR

On October 21, 1985, 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 Brodhead, hereinafter the District or the Employer, and the Brodhead Education Association, hereinafter the Association. If mediation should prove unsuccessful, said appointment empowers 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 sufficient number of citizens of the District petitioned for a public hearing. A public hearing was held on January 13, 1986. Mediation commenced subsequent to the public hearing on January 13 and continued on January 27, 1986. The Mediator/Arbitrator on February 3, 1986, notified all concerned of his Intent to Arbitrate. The arbitration hearing was conducted on February 25, 1986. The parties submitted briefs which were exchanged through the Mediator/Arbitrator by April 3, 1986. Based upon a review of the evidence, testimony and arguments submitted, and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7.a-h Wis. Stats., to the issues in dispute herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF THE ISSUES IN DISPUTE

The Association and the District are parties to a two year 1984-86 Agreement. This Arbitration will resolve issues in dispute pursuant to a limited reopener for the second year, the 1985-1986 school year. The parties submitted similar or identical proposals on several issues, as follows. The Health Insurance Premiums did not increase for the 1985-86 school year. The parties identified language which provides for the Employer to pay the total amount of the premium for single and family coverage. The Dental Insurance Premium increased by \$1.28 for single and \$1.84 for family. The parties identified language which continued the payment of the total premium by the Employer. Similarly, the District and the Association have identified language which provides for full payment by the Employer of the Long Term Disability insurance premium which decreased in 1985-86 from \$5.50 per thousand to \$4.60 per thousand.

Under language which differs, but which difference is treated by both the Employer and the Association as insignificant, the Employer will pick up the

additional 1% employee contribution to the Wisconsin Retirement System which increased to 6% effective January 1, 1986.

The issues in dispute are as follows:

1. Comparables:

The Association, contrary to the Employer, suggests that the school districts of Juda, Monona Grove, and Monroe be added to the list of comparable schools. The Association and the Employer agree that the Rock Valley Athletic Conference schools which include: Beloit Turner, Clinton, Edgerton, Evansville, Parkview (Orfordville) and Walworth Union High School (a 9-12 high school district often referred to as Big Foot) are comparable to Brodhead. The athletic conference includes Beloit Catholic, a private parochial school. However, both the Association and the District exclude it from the list of comparables.

2. Calendar: A. The Southern Wisconsin Education In-Service Organization, commonly known as SWEIO, Convention Day.

The District proposes to substitute a school in-service day on the day in which the SWEIO in-service convention is scheduled.

The Association proposes to maintain the SWEIO convention day as a paid day on the teacher calendar. The Association proposes to maintain the option for teachers to attend the SWEIO convention in Madison or to work in the District. That option is provided under the language contained in the 1984-86 Agreement.

B. Spring Break:

The District proposes to reduce from five to two the number of days for the spring break. For 1986, the Board has identified Friday, March 28 and Monday, March 31 as the dates for the 1986 spring break.

The Association maintains that the five unpaid consecutive days for the spring break, a Monday thru Friday, be retained as the spring break.

3. Salary Schedule:

The District proposes to reduce the number of experience steps on the salary schedule from 16 to 12. The compacted schedule it proposes would increase the number of educational lanes from 7 to 8 with the new lane at MA+18 credits. The lane differentials would remain as they were in the 1984-85 Agreement at \$300 between the BA and BA+6, BA+12, BA+18 and BA+24 lanes. The differential between the BA+24 and the MA Lane would remain at \$600. The differential between MA, MA+9 and MA+18 Lane would also remain at \$300. The experience increment would be \$525 at the BA lane. It is \$570 at the BA+6 lane; \$620 at the BA+12 lane; \$670 at the BA+18 lane; \$720 at the BA+24 lane. The experience increment is increased to \$820, under the District's compacted schedule proposal which contains twelve experience steps at all the lanes of the schedule, for the MA, MA+9 and MA+18 lanes.

In this arbitration proceeding, the Association proposes to maintain the same salary structure in effect for the 1984-85 school year with but one exception. The Association proposes to add an additional lane to the schedule at MA+15 credits. The Association salary structure has eleven steps at the BA lane. The number of steps increase to 16 at the MA, MA+9 and MA+15 lanes. The Association retains the \$300 lane differentials together with the \$600 boost between the BA+24 and MA lanes; its proposal is identical to that of the District on this portion of the salary structure. However, the experience increments are 4% of the BA Base at the five "BA" educational training lanes.

It increases to 4.25% of the BA Base for the experience increments at the 3 "MA" lanes.

The Board has proposed that a committee composed of two administrators, one teacher from each building and one board member, be established to study the extracurricular schedule. The committee would make recommendations to the Association and to the District prior to the initiation of negotiations for the 1986-87 contract. Although the Association has no proposal on this issue, the matter was not the subject of any litigation by the parties.

Although there is a minor dispute as to the exact cost of the total package proposals of each party, the Mediator/Arbitrator finds that the total package cost of the District proposal is 7.11%. The total package cost of the Association proposal is 9.3% for the 1985-86 school year.

STATUTORY CRITERIA

The criteria to be used for resolving this dispute are contained in Sec. 111.70(4)(cm)7. It provides that the:

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 School District of Brodhead straddles the Green and Rock County line. This is not the first time that the parties have participated in a Mediation/Arbitration proceeding. Both parties agree that the primary comparables are those schools in the Rock Valley Athletic Conference, with the exception of Beloit Catholic. However, only Big Foot, Walworth Union High School, is settled for the 1985-86 school year. Four other Rock Valley school districts in addition to Brodhead had final offers certified and were proceeding to Mediation/Arbitration at the time of the hearing in this matter in February, 1986. As a result of the lack of settlements for the 1985-86 school year, the parties disagree on the weight to be given to the comparability criterion, in this case.

POSITIONS OF THE PARTIES

The District Argument

The District objects to the Association's addition of three school districts as comparables to Brodhead. Juda is much smaller than the Brodhead district, albeit contiguous to it. However, Monona Grove and Monroe are much larger than Brodhead. The District notes that the Association chose to refrain from suggesting as comparables, the settled school districts of Beloit, Oregon and McFarland. Although those districts have settled, they were not suggested by the Association because those districts discarded the traditional salary schedule in the course of their negotiations.

The District maintains that with only one settlement in the Rock Valley Athletic Conference, the Mediator/Arbitrator should not engage in a comparability analysis. Rather, the District suggests that the Arbitrator determine the matter on the basis of the criteria used by Arbitrator Petrie in Valders School District, (19804-A) 5/83. In Valders, Arbitrator Petrie compares the final offers of the parties to settlements achieved in the private sector. He also takes into account the modest increase in the cost-of-living; the continuing high levels of unemployment; as well as the declining sources of revenue available for local units of government. The Employer, here, suggests that this Arbitrator replicate that analysis in this case.

The District quotes extensively from the decision of Arbitrator Byron Yaffe in New Holstein School District, (22898-A) 3/86 in which he observes that:

. . . the District's proposal, which almost doubles the relevant cost of living increase and which will result in meaningful gain in real income for the District's teachers, is clearly the more reasonable of the two.

The welfare and interest of the public is also a factor which the statute indicates should be considered in proceedings such as this. Based upon the totality of the record evidence, the undersigned is of the opinion that the District's offer is more in accord with said criterion than is the Association's. In this regard, the undersigned believes that the District's position, which is not demonstrably unfair or unreasonable when cost-of-living and comparability factors are taken into consideration, will also contribute to the District's ability to control costs thereby allowing it to attempt to restrain local tax levies, which are relatively high among the District's comparables. This objective cannot realistically be ignored in a predominately rural district at a time when the citizens of the District who are dependent upon the farm economy, are experiencing such difficult economic times. That is not to say that the District should not be expected to support its educational programs in a fashion which is similar to other predominately rural districts which are also experiencing the same problems. However, the instant record does not indicate that if the District's offer is selected, the District would necessarily become less competitive in this regard. Instead, the record indicates that the District is, and may very well continue to be, very competitive in this regard.

Still other support for the District's position may be found in the fact that in 1984-85, under relatively similar economic circumstances, this District, as well as many of its comparable districts, settled for increased salaries which are more in line (in terms of value of the increases) with the District's offer this year than the Association's. In this regard, no persuasive reason has

been proffered as to why that settlement pattern needs to be significantly enhanced this year under similar economic circumstances.

The District urges this Arbitrator to approach the comparability criterion in the same manner as Arbitrator Yaffe. He compared the increases received in the prior year, 1984-85 with the increases proposed for 1985-86. Yaffe found no reason to alter the pattern of increases in this year from that established in the prior year. The District charts in its brief the increase in salaries from the 1983-84 school year to the 1984-85 school year. The District notes the average increase among the comparables. Then it compares the increase generated by the offers of the District and the Association for 1985-86. The District argues that at the BA, BA Maximum, MA, MA Maximum and Schedule Maximum benchmarks, the District proposal generates an increase as compared to the average increase over the 1983-84 to 1984-85 school year of the comparable school districts which more closely approximates the increase generated by the District offer for 1985-86 than the proposal of the Association. For example, at the BA base, the average increase at that benchmark among the comparables in 1984-85 was \$843. The District proposes an increase in 1985-86 of \$825 at this benchmark. The Association proposes an increase of \$1,065 at this benchmark, but the Association proposed increase is \$222 above the average increase for 1984-85, whereas the District proposed increase is but \$18 below the average increase generated in 1984-85. The District goes on to chart the impact of its proposal at each of these five benchmarks. In the discussion below, in Chart 5, the Arbitrator expands upon this analysis.

In the course of the Arbitration hearing, the Arbitrator asked the parties to present data with regard to an additional benchmark. The District argues that the BA lane maximum benchmark should not be used in this case. The District notes that the salary schedules of three of the comparable school districts contain an overlap of the highest BA lane and the MA minimum lane. The District and the Association, in this case, have not adopted that philosophy. Therefore, the District argues that the use of this additional benchmark is not appropriate here. It should be used in another time and place, perhaps. The District notes that its offer which is 7.11% is almost double the cost-of-living from July, 1984 through July, 1985 which is 3.56%. The Association offer is 2 1/2 times the cost of living.

The District disputes the assertion made by the Association that the increase in state aids to the District support the Association's proposal. The District argues that this increase in aids was sent directly to the taxpayers of the District. Furthermore, the increase in aids should be calculated based on dollars per student rather than dollars per full time equivalent teacher. If the increase in aids is calculated based on dollars per student, then the increase received by Brodhead is in the middle as compared to the increase generated for other comparable school districts. In this regard, the District provides another chart which demonstrates that:

Beloit Turner received an increase in state aid amounting to \$337 per student.

Brodhead received an increase in state aid amounting to \$381 per student.

Clinton received an increase in state aid amounting to \$282 per student.

Edgerton received an increase in state aid amounting to \$400 per student.

Evansville received an increase in state aid amounting to \$252 per student.

Parkview (Orfordville) received an increase in state aid amounting to \$311 per student.

Big Foot received an increase in state aid amounting to \$148 per student.

The District notes that many of the taxpayers of this school district are farmers. Furthermore, increases received by private sector employees are no more than half the District's offer, in this case. The District points to the address of Governor Earl, who at the Wisconsin Association of School Boards convention, stated that the time had arrived for school districts to tighten their belts and save money. The District asserts that the Governor directed them to pass on much of the increase in state aids to the taxpayers. The District notes that its offer, which is in excess of 7%, total package, is generous when one considers the extensive fringe package provided to the teachers in Brodhead.

The District maintains that the criterion-other factors-should play a prominent part in the determination of this dispute. The District introduced testimony of the spokesperson of the Board of the District concerning negotiations. His testimony is unrefuted. The District notes that the Association told the District that the top priority of teachers in this bargain was to achieve a compacted salary schedule. Then, in the investigation stage, the Association switched and proposed the traditional salary schedule structure which the Arbitrator finds in the Association final offer. In this regard, the District asserts that the Association has undermined its credibility for future bargaining with the school district. The District maintains that where one side makes a proposal, it should be prepared to live with that proposal, should it be adopted by the other side. The District asserts that it should not suffer any consequence by accepting the arguments of the Association that a compacted schedule be adopted in Brodhead.

On the calendar issues, the District maintains that its proposal for a shorter Easter vacation and the substitution of a local in-service for the SWEIO convention day are basically educational policy decisions. The District argues that in 1984-85, students were not in school for 10 1/2 straight days. The parent/teacher conferences preceded the holiday break. As a result, students were out of the classrooms for far too long a period of time. The District maintains that its proposal for 1986-87 would provide parent/teacher conference day on March 27. Then on March 28 and 31, Friday and Monday, the teachers would have their spring break. Historically, the District maintains that the length of the break in Brodhead has been two to three days.

With regard to the SWEIO convention day, the District acknowledges that the SWEIO convention does have educational value. The District notes here that the question of an in-service versus SWEIO convention is particularly outside the scope of an Arbitrator's expertise. The District maintains that a local in-service better suits the needs of teachers. The District continued the SWEIO convention day for 1985-86 because of the legalities involved in altering the status quo during the pendency of this mediation/arbitration proceeding.

The District concludes its argument by asserting that in order to avoid the detrimental impact of the stance taken by the Association in bargaining with regard to its abandonment of its top priority late in the bargaining process, the Arbitrator should award the District's proposal for a compacted salary schedule. If there are features of the schedule that the Association does not like, they may make proposals to improve the schedule in future bargaining.

The Association Argument

The Association argues that the School Districts of Juda, Monroe and Monona Grove should be added to the list of comparables. The Association concedes that Juda is much smaller than Brodhead although it is contiguous to it. Monroe and Monona Grove are much larger. As a result, the Association suggests that rather than performing a direct benchmark analysis, it is

appropriate to compare the size of the increases generated in these school districts as compared to the offers of the Association and the Employer, here. Arbitrator Kerkman in Weston School District, (21307-A) 8/84, noted that it is useful to look at final offers of the parties to a mediation/arbitration dispute to ascertain whether the offers retain the relative position of a particular district with districts of varying sizes. In this regard, the Association notes that Edgerton, which is a member of the Rock Valley Conference maintains a teaching staff which approximates the size of the teaching staffs of the Monona Grove and Monroe School Districts. The Association concludes that it is reasonable, therefore, to include Juda, Monroe and Monona Grove in the list of comparables and compare the increases generated in their settlements with the increases in pay generated at the benchmarks by the proposals of the Association and the District.

On the calendar issues, the Association maintains that the prevailing practice among the comparable Rock Valley Schools is that in five of the districts, the day is paid, and in two, it is unpaid, but teachers are permitted to attend that convention. That alone, should be determinative of this issue.

With regard to the spring break issue, the Association notes that all of the Rock Valley Conference Schools in 1984-85 dismissed classes for at least five consecutive work days, excluding weekends, in that year. Although in 1980-81 school year, only three out of six of the Rock Valley Schools had a five day spring break, by 1984-85, all seven of seven had a five day spring break. The Association notes that it has permitted the District maximum flexibility as to when these five days are to be scheduled. The Association notes no specific date for the break. The Association notes, as well, that the break is unpaid.

The Association argues that the District has failed to establish any need for changing the SWEIO convention or the length of the spring break. However, the Association reminds the Arbitrator that it introduced considerable evidence on the SWEIO convention day and the spring break issues. With regard to the SWEIO convention, the vice-president of that in-service organization testified and introduced the programs of the convention. The District made no attempt to demonstrate that any in-service it would produce would be superior to or even equivalent to the educational experience provided by the SWEIO convention.

With regard to the spring break, the only evidence introduced by the District, was its feeling that teachers and students were off for too long a period of time during the 1984-85 school year. The Association maintains that this problem may be avoided by taking care in the construction of the calendar to avoid the confluence of days off as occurred in 1984-85. The Association, for its part, introduced evidence demonstrating that the spring break occurs in the second semester when there is a long stretch unbroken by holidays or other conventions. The spring break is deemed to be necessary by teachers in order to reduce the stress level of teachers and students. The break occurs at a time after both teachers and students have been cooped up for an extended period of time during a Wisconsin winter. The Association concludes that the record evidence supports the selection of its proposal to maintain the status quo on the calendar issues.

On the salary schedule issue, the Association compares the offers of the District and the Association to the settlement achieved at Big Foot for the 1985-86 school year.

In addition, the Association, in Table 5, charts the ranking of Brodhead relative to the other Rock Valley Athletic Conference Schools over the period of the 1980-81 through 1984-85 school years. That Table is reproduced below:

TABLE 5

HISTORICAL RANKINGS OF BRODHEAD WITHIN
ROCK VALLEY ATHLETIC CONFERENCE,
1980-81 TO 1984-86

<u>Benchmark Salary</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
BA Minimum	7	6	6	6	6
BA Step 7	7	6	7	5	5
BA Maximum	6	4	4	4	3
MA Minimum	2	1	4	5	4
MA Step 10	7	5	7	7	5
MA Maximum	5	3	5	6	3
Schedule Maximum	6	4	7	7	7

(Assoc. 35).

The Association maintains that its proposal generates cell to cell increases which are closer to the average of the settlements for 1985-86. The Association includes Juda, Monona Grove and Monroe in the settlements.

In Table 6 of the Association brief, it charts a direct benchmark comparison for 1985-86 between Brodhead and the other Rock Valley school districts with certified final offers at the time of the hearing in this matter on February 25, 1986.

TABLE 6
BENCHMARK COMPARISON FROM 1985-86
ROCK VALLEY CONFERENCE CERTIFIED FINAL OFFERS

<u>District</u>	<u>BA Min</u>	<u>BA Step 7</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Step 10</u>	<u>MA Max</u>	<u>Schedule Max</u>
Brodhead--Assoc.	15,440	19,146	21,616	17,240	23,146	27,083	27,683
Bd.	15,100	18,220	20,820	16,900	24,280	25,920	26,520
Clinton---Assoc.	15,701	19,313	22,139	17,269	23,659	26,941	28,409
Bd.	15,580	19,164	21,968	17,136	23,476	26,733	28,189
Edgerton--Assoc.	15,316	19,452	21,289	17,154	23,843	26,588	28,298
Bd.	15,141	19,229	21,046	16,958	23,572	26,285	27,975
Evansville--Assoc.	15,460	19,634	21,180	16,420	23,686	28,201	29,570
Bd.	15,100	19,178	20,688	16,060	23,167	27,582	28,947
Parkview--Assoc.	15,225	19,031	20,402	16,531	23,640	27,277	28,940
Bd.	15,392	19,166	19,832	16,793	23,864	26,515	28,132

(Assoc. 3, 4, 41, 42, 43, 44, 45, 46, 66 and 67).

The Association notes that if the Employers were to win in all the pending mediation/arbitration proceedings for 1985-86, the teachers of Brodhead would suffer an erosion in their salary rank. If all of the Unions win, the salaries in Brodhead will still remain below average at least at three of the seven benchmarks.

The Association argues that a better than average settlement in Brodhead is appropriate in light of the history of below average salaries paid to teachers in Brodhead, in the past.

The Association notes that historically, the District has attempted to delete the percentage based experience increment from the salary schedule structure. On one occasion, the Association acquiesced to a flat dollar amount for experience increments in 1981-82, as a result of the entry of a consent award by Arbitrator Johnson.

The Association concedes that the notion of an abbreviated salary schedule is attractive. However, the Association maintains that the District adopted a position in bargaining that the Association would have to buy a compacted salary schedule structure. The Association set down certain principles which had to be met for the adoption of a compacted salary schedule. They are as follows: 1. That there would not be a disproportionate increase given to new faculty at the expense of experienced faculty of the District. In this regard, the Association notes that a teacher who was at BA Step 0 in 1984-85 would receive \$1,294, or an increase of 8.7% in 1985-86 under the District offer. Whereas a teacher at the top step of the BA+24 lane, and the Association notes that 11 faculty are at that step, would receive an increase of \$751 or 3.1%. The Association maintains this is not fair. This result is repeated on the District compacted schedule for all teachers at the top step of their respective lanes.

A second principle established by the teachers is that the compacted schedule should retain a percentage increment. A third principle is that the teachers under any salary proposal receive approximately the same increase as received by other teachers in comparable districts. In this regard, the Association notes that the District offer on salary alone generates \$1,488 per full time equivalent teacher, whereas the statewide average settlement as of February 11, 1986 was \$1,952. The final offers submitted by other Rock Valley Districts averages an increase of \$1,768 per full time equivalent.

Another principle enunciated by the Association is that the ratio of the BA Base to the Schedule Maximum should not be reduced as a result of the implementation of a compacted schedule. With regard to the District's compacted schedule, the Association concludes that:

While it is regrettable from the Association's perspective to lose an opportunity to abbreviate the number of steps on the salary schedule, the Board's insistence on attaching repugnant features to compaction made any other outcome unrealistic. The Board's offer is not fair, it is not reasonable. It does not reflect a spirit of compromise intrinsic to collective bargaining and it is not supported by any of the comparables.

The Association argues that the departure from the status quo inherent in the compacted schedule offered by the District, should not be imposed through arbitration. Arbitrators have recognized that such dramatic changes should come about in negotiation. The Association and the District suggest a structural change in the addition of an MA lane. The District proposes to place that lane nine credits above the previous lane. The Association proposes to make that lane at MA+15 six credits above the previous MA lane.

The Association quotes Arbitrator Zel Rice on this issue. He stated in School District of Oak Creek, (18222-A) 7/81 that:

Salary indexes reflect the relationship between teachers with various amounts of experience and training. They should be arrived at through collective bargaining Unless there is evidence of inequities of substantial departure from the pattern existing between other employers and their teachers in the area, an arbitrator should be reluctant to change it.

The Association notes that Arbitrators Krinsky in School District of Barron, (16276-A) 11/78; Hutchison, in School District of Union Grove,

(17198-A) 5/80 and Yaffe, in School District of East Troy, (21172-A) 7/84 all agree with the principle enunciated and quoted above from the decision of Arbitrator Rice.

The Association maintains that the District has the ability to pay the Association's proposal. It notes that the tax levy rate in Brodhead, at \$10.75 is lower than most of the Rock Valley Athletic Conference Schools. The Association reminds the Arbitrator that the difference between the parties totals \$38,220.

The Association argues strenuously that the cost-of-living and the poor state of the farm economy do not and should not be permitted to outweigh the comparability factor. With regard to the cost-of-living, the Association notes that these are national statistics which bear little relevance to the local situation in Brodhead. There has been no correlation between teacher wages and benefits and the cost-of-living. With regard to unemployment, there is nothing in the data provided by the District, which distinguishes Brodhead from any other Rock Valley Conference Community.

With regard to the data submitted by the District showing the percentage increases achieved in the private sector, the Association notes that those increases refer to a median weekly wage which is \$522 per week. If the wage received by employees at the BA+24 credit maximum lane, a step at which 11 faculty are located, were spread out over 52 weeks, it would yield a weekly salary of \$486.27 per week under the Association proposal, and \$465.77 under the District proposal. The Association discounts the importance to be given to the newsletter of the Federal Reserve Bank of Chicago included in the District's exhibits. The publication provides data on a geographic region which includes the states of Illinois, Indiana, Iowa, Michigan and Wisconsin.

The Association includes in its exhibits, articles from In Business Magazine for Dane County and from The Atlantic Monthly concerning the farm crisis. The Association concludes from these articles that many farmers are going to continue to move to other occupations. The Association believes it is the height of absurdity to respond to changes in the farm economy with cutbacks in teacher wages and benefits. The Association quotes Arbitrator Stern in his decision in the School District of Bowler, (35418) 3/86 who stated that:

The Board emphasized the sorry economic plight of farmers in the Bowler area and argued that the criterion (factor "financial ability of the unit of government") must receive more weight than the comparability criterion. (Board brief, page 27). Although farmers throughout the state face economic difficulties, there is no evidence provided to show that farmers in the Bowler School District were facing significantly greater problems than farmers in the other districts in the athletic conference. Absent this type of evidence, the argument is insufficient to outweigh the comparability criterion.

The Association argues that if farmers are leaving to other occupations, then it is important to maintain a school district that can train the children of farmers to enter alternative and careers and earn livelihoods from work other than farming. The Association concludes, therefore, that its offer should be selected for inclusion in the 1984-86 Collective Bargaining Agreement.

DISCUSSION

In this section of the Award, the Arbitrator first determines the comparability issue. The Arbitrator then determines the two calendar issues raised by the parties. Consideration is then given to the salary schedule issue through the application of the statutory criteria to that issue. The

Discussion section of this Award concludes with an analysis of the reasons for the selection of the final offer to be included in the 1984-86 Agreement.

Comparability

The Association suggests the inclusion of Juda, Monona Grove and Monroe school districts as additional comparables upon which a decision in this matter may be achieved. This Arbitrator eschews the addition of comparables where the parties have established and identified comparable school districts. The fact that five of the school districts, inclusive of Brodhead of the Rock Valley Conference, were in mediation/arbitration at the time of the hearing in this case, does not mean that willy nilly other school districts should be identified as comparables to Brodhead. This Arbitrator is not averse to identifying school districts which are secondarily comparable to the district in question. However, this Arbitrator believes it is inappropriate to use secondary comparables to supplant primary comparables. If five of six school districts have proceeded to mediation/arbitration, that may reflect a fundamental difference between teacher associations and school boards as to the level of salary increases to be paid to teachers. If the data for a comparability analysis is not available, then an award may be based on the other criteria. In the discussion which follows, the Arbitrator finds there is sufficient data available in this case on which a comparability analysis may be based.

The districts used as comparables in this case are those of the Rock Valley Athletic Conference: Beloit-Turner, Clinton, Edgerton, Evansville, Parkview (Orfordville) and Big Foot (Walworth Union High School).

Calendar Issues

Easter Vacation or Spring Break

The District proposes to reduce the length of the Spring Break from five to two days. The 1984-86 Agreement of the parties provides for a spring break with five unpaid days for the Spring Break. The District asserts that in 1984-85 that break extended the period in which teachers and students did not meet to 10 1/2 days. However, there is no reason why the spring break must coincide with parent/teacher conferences and other holidays. It appears the scheduling of the break rather than the length of the break itself is the primary problem expressed by the District.

The determinative fact is that all of the other Districts of the Rock Valley Athletic Conference provide for a five day spring break. The absence of any evidence which would support departure from the five day spring break together with the fact that this working condition is provided by all of the other districts in the athletic conference indicates that the position of the Association on this issue is to be preferred.

SWEIO Convention

The District proposes to substitute a paid in-service day in the District for the paid SWEIO convention day which occurs during the last week of February. The SWEIO convention operates in two formats. On even number years, the in-service organization conducts a convention in the Dane County Coliseum in Madison, Wisconsin. On the odd years, many small workshops on various topics of interest to teachers are conducted in the school buildings of the Madison School District. The Arbitrator agrees with the District that the question of whether it is better to have teachers attend the SWEIO convention or participate in an in-service is one with many educational policy overtones. Such issues, do not lend themselves readily to resolution under the statutory criteria. In this regard, comparability has little meaning. The dispute is not whether the day should be paid or unpaid. That question would be readily resolvable under the Statutory Criteria. The question put to

this Arbitrator is whether a District in-service would be educationally more advantageous to Brodhead teachers than attendance at the SWEIO convention. Comparability factor indicates what other school districts do, but it does not answer the question as to which, educationally, is superior to the other. Rather than misapply the Statutory Criteria, the Arbitrator treats this issue as one which neither supports nor detracts from the final offer of either the Association or the District. The party which prevails on the salary and other calendar issue will have its proposal on the SWEIO convention included in the 1984-86 Agreement.

Salary Schedule

Lawful Authority of the Municipal Employer

Neither the Association nor the District presented any argument with regard to the first factor, the lawful authority of the municipal employer. Accordingly, that factor is not considered in this analysis.

Stipulations of the Parties

With regard to the stipulations of the parties, they have both identified language which is similar or the same on several economic issues. Since this is a limited reopener, the stipulations of the parties provide no basis for distinguishing between the offers of the District and the Association.

Interests and Welfare of the Public . . .

The factor the interests and welfare of the public is one which must be considered in the determination of the salary schedule issue in this dispute. Neither the District nor the Association indicate that there is an inability of the school district to meet the costs of the higher Association proposal.

The Arbitrator finds the information provided in the Federal Reserve Board of Chicago Agricultural Letter to be most useful in the application of this statutory criterion. The July through October, 1985 letters which were introduced into evidence demonstrate that land values in Wisconsin have declined approximately 14% in the last year. It is farmland which serves as the tax source for the taxes raised by this school district. This is a rural farm district. Whatever the levy rate, if it is applied to farm land which is declining in value, the funds raised from such levy, of necessity, over time, will decrease. The District then will be faced with either raising the levy rates or looking to state government for additional aid should it require additional funds should its budgets increase.

The Agricultural Letter of the Federal Reserve Board indicates that farm prices for commodities such as corn and dairy products are on the decline, as well. This means that the individuals who live on these farms may be experiencing declining incomes.

The Association argues that farmers have been leaving their farms for decades. They assert this is no reason for cutting back on public education.

The issue in this case is not whether there should be a cutback in aid to public education. The issue is whether or not the total cost of wages and fringe benefits for teachers should increase by 7.1 or 9.3%. The Arbitrator carefully read the articles placed in the record by the Association. Neither the article by John Ingham in the magazine In Business published in January, 1986 nor the article of Greg Easterbrook which was published in the July, 1985 issue of The Atlantic Monthly indicate that farmers would be helped if local units of government in which the farms are located would raise taxes. Furthermore, both articles imply that there will be fewer farm families in farm communities in the future. The obvious conclusion which one may reach from the materials provided by the Association is that if that trend

continues, there will be no farm children to educate in rural school districts such as Brodhead. In any event, the indisputable fact is that the District has demonstrated that land values and income of a substantial portion of the taxpayers of the District are in decline.

Although there has been a large increase in the amount of state aids provided to the taxpayers of the District, the issue before the Arbitrator is how much of that state aid is to go for property tax relief and how much will be earmarked for increased salaries and benefits for teachers. The magnitude of both the offers of the Association and the District are premised on increased state aids. Absent state aids neither the Association nor the District would be in a position to propose increases of 7 or 9%.

However, in the face of declining land values and income for farmers, the Arbitrator concludes that the criterion interest and welfare of the public supports the District offer which is to be preferred, on the basis of this criterion.

Comparability

Several preliminary matters need to be discussed at the outset of the comparability analysis. First, the District maintains that the BA highest credit lane benchmark used by this Arbitrator is inappropriate, in this case. It notes that three of the Rock Valley Athletic Conference Districts overlap their highest BA lane with the MA Minimum lane. Thus, in a benchmark analysis, the MA Maximum and the BA Lane Maximum are identical for these three districts. The Arbitrator finds that the District's criticism is appropriate. However, instead of using the BA Credit lane which is equal to the MA Minimum lane, this Arbitrator has used the BA Credit lane which requires the most number of credits, but which does not overlap the MA lane. In Charts 1-6, the Arbitrator has employed the BA+24 lane in Clinton; the BA+18 lane in Evansville; the BA+24 lane in Walworth. The Arbitrator believes the use of these lanes as the BA Credit Lane Maximum meets the valid criticism raised by the District. The Arbitrator employs this additional benchmark because it identifies clearly the salaries generated as a result of the progression through the portion of the salary schedule comprised solely of BA lanes. In the view of this Arbitrator, the progression through the BA lanes and steps is poorly identified in the traditional seven benchmark analysis with its concentration on the BA zero credit lane.

Although there is but one settlement in the Rock Valley Conference as of the close of the record in this matter, final offers were certified in four other Rock Valley Conference Schools. As a result, it is possible to develop a benchmark analysis based upon those final offers. Charts 1, 2 and 4 reflect that benchmark analysis for school years 1983-84, 1984-85 and 1985-86. Chart 4 reflects the salary levels at the benchmark on the basis of the EMPLOYER final offers in Clinton, Edgerton, Evansville and Parkview. Walworth Union High School District settled its contract for the 1985-86 school year. Naturally, the data from that settlement is reflected in Chart 4, as well.

In addition, on the basis of the District's argument and on the basis of the analysis used by Arbitrator Yaffe in the School District of New Holstein, supra, this Arbitrator developed charts 3 and 5 which reflect the increases at the benchmarks generated by each of the comparable districts in 1984-85 over the 1983-84 school year. That data is reflected in Chart 3. That chart also contains the arithmetic computation of the average increase at each of the benchmarks generated by the comparable school districts excluding Brodhead.

In Chart 5, the Arbitrator calculated the increases that would result if the final offers of the Employer in Clinton, Edgerton, Evansville and Parkview were implemented together with the settlement in Walworth. The arithmetic average at each of the benchmarks is calculated, as well.

The five charts generated by the Arbitrator provide the following insights. Chart 3, the increases paid in 1984-85 over the 1983-84 salaries, demonstrates that the salary increase generated in Brodhead is above average at each of the 8 benchmarks. The increases generated in 1984-85 ranged from \$103 above the average increase at the BA benchmark to \$350 above average at the MA Maximum benchmark.

In New Holstein, apparently Arbitrator Yaffe was confronted with the situation in which the school district in that case proposed increases in 1985-86 which approximated the increases which it provided in 1984-85. Here, that is not the case. The increases generated by the District's offer, except at the MA 10th Step benchmark, are substantially lower than the increases it provided in 1984-85. In Chart 6, the Arbitrator documents the increases generated in 1984-85 as compared to 1985-86 under the final offers of both the Association and the District. Chart 6 reveals that except for the BA Base, the Association offer for 1985-86 generates increases which although above those generated in 1984-85, more closely approximate the increases generated in 1984-85 than the increases provided under the District's offer. This is the case at the BA 7th Step, BA Maximum, BA Credit Lane Maximum, MA, MA 10th Step, MA Maximum and Schedule Maximum. The Yaffe analysis then favors the offer of the Association when applied, in this case.

In Chart 5, the increases generated by both the Association and the District's offers are compared to the increases generated if the Rock Valley Employer offers were selected in Arbitration and were implemented for 1985-86. The Association offer in this case more closely approximates the average increase generated by the Employer final offers in four of the districts together with the Walworth Union High School settlement at the BA Base, BA Credit Lane Maximum, MA, MA 10th Step and MA Maximum. The District's offer more closely approximates that average at the BA Maximum and Schedule Maximum benchmarks.

Furthermore, Chart 4 provides another view of the conclusions reached as a result of the data in Chart 5. When a comparison is made of the salary levels generated as a result of the District offer for 1985-86 and the Association offer for 1985-86 as compared to the average at each of the benchmarks generated by the certified final offers of the four Employers of the Rock Valley Conference mentioned above, together with the Walworth settlement for 1985-86, the Association offer more closely approximates the average achieved at these benchmarks at the BA, BA Credit Lane Maximum, MA 10th Step, MA Maximum and Schedule Maximum.

What this all means is that the District's offer generates significantly lower increases at each of the benchmarks than the increases generated under the Employer final offers for 1985-86 together with the Walworth Settlement at those benchmarks. As a result, the Association offer, more closely approximates the dollar increases generated at most of these benchmarks. Furthermore, the increases generated in 1985-86 under the District's offer is significantly less than the increases generated under the 1984-85 salary schedule which is included in the parties' 1984-86 Agreement. On the basis of this analysis, the Arbitrator concludes that the offer of the Association is to be preferred under the comparability criterion.

Cost-of-Living

The Association argues that no linkage has been established between teacher's salaries and the cost-of-living as reflected by the consumer price index. The Association forgets that the cost-of-living criterion is listed as one of the eight criteria to be used by the Mediator/Arbitrator in making his decision.

In considering the cost-of-living, it is appropriate to look at the percentage increase generated by the total package proposed by the Association

and the District as compared to the increase in the cost-of-living. The District's proposal is just under two times the increase in the cost-of-living from the summer of 1984 through the summer of 1985. The Association proposal is approximately 2 1/2 times the increase in the cost-of-living. An increase in wages and fringes which significantly outpaces the increase in the cost-of-living reflects a meaningful increase in the real wages of teachers. The District's offer is to be preferred on the basis of this criterion.

Overall Compensation

District Exhibits #11, 12 and 13 demonstrate that Brodhead has tied up in health and dental insurances in 1984-85 just over \$240 per month for family coverage. The next highest contribution for these insurances among the comparable school districts is \$220 in Edgerton. The difference between the average contribution by the comparable school districts in 1984-85 for health and dental is \$211 as compared to the District's contribution of just over \$240 for the same insurances. This difference of \$29 per month if continued into 1985-86 means that Brodhead spends approximately \$348 more per year per family member than the average spent by the comparable school districts.

No data was provided for 1985-86 for the other comparable school districts.

Furthermore, the parties have agreed that the District, effective January 1, 1986, will pick up an additional 1% increase in the retirement.

There is no record evidence concerning the magnitude of the total package final offers of the four other Rock Valley Athletic Conference Schools. The Arbitrator has no idea as to how those total package offers compare to the total cost of this District's offer at 7.11% vs. the Association's 9.3% total package offer. There is insufficient data in the record to support a preference for the Association or the District offer on the basis of this criterion.

Changes in the Foregoing Circumstances

This criterion was not argued by the parties.

Such Other Factors

The District argues that this factor should play a significant part in the determination of this case. The District argues that since the Association dropped its top priority in the investigation stage of the mediation/arbitration proceeding at a point in time when the District had adopted, in principle, the Association's priority, then the District's offer should be selected over that of the Association.

On the other hand, the Association argues that the traditional salary schedule which it proposes represents the status quo. The District's offer in the Association's view substantially changes that status quo. The Association cites the decisions of many arbitrators who have held that such a substantial change in salary structure should be the product of negotiation.

The Arbitrator finds that the circumstances of this case are quite unusual. Here, the Association identified a compacted salary schedule as its top priority. The District, in essence, accepted the Association's argument and proposed a compacted schedule. The posture adopted by the Association can best be understood if it is compared to the conduct of a Union which is about to strike an employer. On the eve of the strike, the Union finds that the Employer has made a counter proposal which accepts the top priority identified by that Union. Yet, as its members are putting up the picket lines, the Union drops its top priority proposal and returns to the status quo just as its members appear at the plant gate.

Under the scenario described above, it is apparent that the Union would encounter some difficulty in maintaining its strike. Yet, it is often said that mediation/arbitration is a substitute for the strike. Here, the Association proposed a compacted schedule. When the District counter proposed its 12 step compacted schedule, the Association should have proposed a compacted schedule which met all of its needs. The issue on salary which should have confronted this Arbitrator in this proceeding should have been which compacted salary schedule is to be included in the parties' agreement.

The Association argues in its brief, that the District's proposal failed to meet several principles identified by the Association as important components of any compacted salary schedule. In that case, the Association should have applied its principles and generated a compacted schedule which conforms to those principles. A cursory review of those principles, which are detailed above in this Arbitrator's summary of the Association's argument, demonstrates that those principles establish obstacles which prevent the implementation of a compacted schedule. For example, the Association asserts that any compacted schedule must retain a percentage increment for experience and maintain the same ratio of BA Base to Schedule Maximum which exists in the 1984-85 schedule. It would be difficult indeed to construct a compacted schedule with fewer steps and which is not too costly and which met those guidelines. Yet, if a compacted schedule was its top priority, the Association should have been able to construct one which met its criteria.

Since it is the Association which proposed the change in the status quo and identified that change in the status quo as its top priority, and since the District's offer reflects its acceptance of the Association's proposal, therefore, the Arbitrator does not view the District's proposal as a change in the status quo. Rather, the District's offer reflects its acceptance of the Association suggestion that the status quo be changed.

However, the Arbitrator rejects the suggestion of the District that its offer be implemented solely on the basis of this bargaining history. The salary schedules proposed by the Association and the District are measured, considered and weighed side by side. Each must stand on its own. However, the Association's proposal of the "traditional" salary structure, is not provided with the advantage of the status quo.

Which Salary Schedule is to be Preferred?

On the basis of the criteria the interest and welfare of the public and the cost-of-living, the District offer is to be preferred. The total compensation criterion suggests that the District salary offer is made in the context of a "full fringe package" which is enhanced in 1985-86 with the Employer pickup of the 1% increase of the employee's share of the retirement contribution. The cost-of-living indicates that a total package increase of 7.11% provides for a substantial increase in real earnings in 1985-86. This substantial increase in real earnings comes on top of the 1984-85 increases which were better than average at all eight benchmarks.

The deficiency in the District offer is the structure of the salary schedule itself. Twelve percent (12%) of the unit who would have been moving through the MA lane, but not at the top step of that lane, would receive very substantial increases under the District's compacted schedule. The MA (no credit) 10th Step benchmark yields a \$2,745 increase. That figure is not an error. However, teachers at other points in the salary schedule, particularly the 14.5% at the BA+24 top step of the schedule, together with the other 10% of the staff at the top step in the other lanes of the compacted schedule, would receive increases which are much lower than the increases offered by comparable Employers in their final offers for 1985-86. The benchmark analysis of the Association and the District salary schedules reveals that the District schedule gives some teachers very substantial raises, indeed, and most other teachers' increases which are substantially below those offered by

comparable Employers for 1985-86. The Arbitrator recognizes that any compacting of a salary schedule will produce inequities. In this schedule, those inequities are too widespread.

On the other hand, the Association offer is blind to the economic realities reflected in the decline in land values and income of the taxpayers of the District. As measured by the cost-of-living, the Association proposal to increase the salary schedule by 9.3% is out of line.

Unfortunately, the record does not contain any data concerning the total package percentage of the four other Rock Valley employers who are in the mediation/arbitration process. The total package increase for salaries, extra-curricular activities, roll up costs such as social security and retirement, together with fringe benefit costs of health, dental, long term disability and life insurances are not detailed in the record for these other employers. It is difficult to obtain accurate information of this type from other employers. It is difficult enough obtaining reliable information of that sort from the parties involved in a mediation/arbitration proceeding. Yet, without that information, it is difficult to accurately gauge which offer is further from the mark.

Without that information, the Arbitrator must rely on the benchmark analysis to indicate which offer strays further from the pattern. The Arbitrator has used the final offers of the Employers, not the Union's, and he finds that the District's offer, here, is further from the mark than the Association's final offer.

The question remains which offer is to be preferred. The Arbitrator finds that if the Association enjoyed the advantage of the status quo for its "traditional" salary schedule, its offer, in light of the deficiencies in the District's schedule, would have been preferred.

But, the Association's salary does not enjoy that advantage. As a result, the Arbitrator finds that the criteria the interest and welfare of the public and the cost-of-living are equal in weight to the preference expressed by the Arbitrator for the Association salary schedule under the extensive analysis contained herein. The economic proposals of both are equal, and therefore, on the salary schedule issue, neither offer enjoys a preference over the other.

SELECTION OF THE FINAL OFFER

The Arbitrator finds that the Association offer is preferable on the spring break portion of the calendar issue. The Arbitrator finds that the SWEIO convention portion of the calendar issue does not serve to distinguish between the final offer of the Association and the District.

On the salary schedule and economic issues in this case, the Arbitrator finds that the criteria of the interests and welfare of the public and the cost-of-living support the District offer.

The comparability criterion clearly favors the Association proposal. If this were a case where the District initiated the proposal to change the salary structure and the Association consistently resisted that proposal with the result that the final offer of the District contained its proposal for a compacted schedule and the final offer of the Association reflected its insistence on maintaining the traditional salary schedule, this case would be much simpler. The Association proposal would be afforded the benefit of the status quo and on the basis of the facts in this case, this Arbitrator would have selected the final offer of the Association for inclusion in the parties' Agreement.

However, in the discussion of factor "h" above, the Arbitrator finds that under the peculiar circumstances of this case, it is inappropriate to provide the Association with the benefit of the status quo based upon the bargaining history, here. The bargaining history in this case, should have resulted in a mediation/arbitration proceeding in which this Arbitrator would be required to select between the compacted salary schedule of the District or the compacted salary schedule of the Association. That is not the case. Neither offer is considered by the Arbitrator to reflect the status quo. The selection of the preferred salary schedule must be based on the merits of the salary schedule contained in the parties' offers.

The Arbitrator concludes that the weight given to the criteria the interest and welfare of the public and cost-of-living result in an advantage to the District's offer under those criteria, but that advantage is balanced out by the deficiencies contained in the District's salary schedule and the apparent fact that the increases generated under the Association's offer more closely approximate the increases provided by other Rock Valley Athletic Conference Employers.

Since the Association offer is to be preferred on the Spring break calendar issue, and since neither offer is to be preferred to the other on all other issues in dispute, the Arbitrator concludes that the final offer of the Association on the reopener items be included in the 1984-86 Agreement.

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

AWARD

Based on 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 Brodhead Education Association, which is attached hereto, together with the stipulations of the parties, to be included in the 1984-86 Agreement in accordance with limited reopener contained therein.

Dated, at Madison, Wisconsin this 25th day of July, 1986.

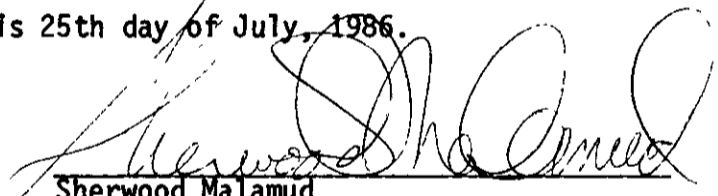

Sherwood Malamud
Mediator/Arbitrator

CHART 1
1983-84 School Year

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Beloit Turner	13,725	16,712	19,731	22,202	15,202	20,966	24,123	25,907
Clinton	13,769	16,935	19,414	23,195	15,144	20,747	23,624	24,911
Edgerton	13,531	17,184	18,808	22,393	15,154	21,066	23,490	25,000
Evansville	13,450	17,084	18,430	22,537	14,305	20,636	24,571	26,038
Parkview (Orfordville)	13,200	16,500	17,688	22,390	14,333	20,496	23,649	25,091
Walworth UHS (Big Foot)	13,750	N/A	15,750	22,850	15,750	20,250	23,750	26,350
Brodhead	13,325	16,523	18,655	21,987	15,025	20,122	23,520	23,820
Average	13,571	16,883	18,304	22,595	14,981	20,694	23,868	25,550

CHART 2

1984-85

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Beloit Turner	14,600	17,777	20,987	23,617	16,171	22,303	25,661	27,559
Clinton	14,629	17,994	20,627	24,645	16,090	21,644	24,645	26,469
Edgerton	14,328	18,197	19,916	23,713	16,047	22,305	24,873	26,472
Evansville	14,350	18,226	19,662	24,224	15,310	22,086	26,296	27,665
Parkview (Orfordville)	13,850	17,313	18,559	23,492	15,038	21,505	24,813	26,326
Walworth UHS (Big Foot)	14,750	N/A	16,750	23,850	16,750	21,250	24,750	27,750
Brodhead	14,275	17,701	19,985	23,469	16,075	21,535	25,175	25,475
Average	14,418	17,901	19,417	23,924	15,901	21,849	25,173	27,039

CHART 3

Increases at the Benchmarks - 1983-84 to 1984-85

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Beloit Turner	875	1,065	1,256	1,415	969	1,337	1,538	1,652
Clinton	860	1,059	1,213	1,450	946	897	1,021	1,558
Edgerton	797	1,013	1,108	1,320	893	1,239	1,383	1,472
Evansville	900	1,142	1,232	1,687	1,005	1,450	1,725	1,627
Parkview (Orfordville)	650	813	871	1,102	705	1,009	1,164	1,235
Walworth UHS (Big Foot)	1,000	N/A	1,000	1,000	1,000	1,000	1,000	1,400
Brodhead	950	1,178	1,330	1,482	1,050	1,413	1,655	1,655
Brodhead increase relative to the average	+103	+160	+217	+153	+130	+258	+350	+166
Average	847	1,018	1,113	1,329	920	1,155	1,305	1,489

CHART 4

Final Offers of the Employers in Rock Valley Conference for 1985-86

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Beloit Turner	Information Not Available							
Clinton	15,580	19,164	21,968	26,247	17,136	23,476	26,733	28,189
Edgerton	15,141	19,229	21,046	25,810	16,958	23,572	26,285	27,975
Evansville	15,100	19,178	20,688	25,433	16,060	23,167	27,582	28,947
Parkview (Orfordville)	15,392	19,166	19,832	25,104	16,793	23,864	26,515	28,132
Walworth UHS (Big Foot)	16,100	N/A	18,100	25,200	18,100	22,600	27,100	29,100
Brodhead Association	15,440	19,146	21,616	25,286	17,240	23,146	27,083	27,683
Brodhead Board	15,100	18,220	20,820	24,220	16,900	24,280	25,920	26,520
Average of Board Offers 1985-86	15,463	Insufficient Data**	20,327	25,559	17,009	23,336	26,843	28,469
Difference relative to the average Employer offer	-363		+493	-1,339	-109	+944	-923	-1,949
Difference relative to the average Association offer	-23		+1,289	-273	+231	-190	+240	-786

Note: Walworth UHS (Big Foot) settled for 1985-86.

**Benchmark applicable to only four districts.

CHART 5

Increases - 1984 to 1985-86 at the Benchmarks Using Employer Final Offers

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Beloit Turner	Information Not Available							
Clinton	951	1,170	1,341	1,602	1,046	1,832	2,088	1,720
Edgerton	813	1,032	1,130	2,097	911	1,267	1,412	1,503
Evansville	750	952	1,026	1,209	750	1,081	1,286	1,282
Parkview (Orfordville)	1,542	1,853	1,273	1,612	1,755	2,359	1,702	1,806
Walworth UHS (Big Foot)	1,350	N/A	1,350	1,350	1,350	1,350	2,350	1,350
Brodhead Association	1,165	1,445	1,631	1,817	1,165	1,611	1,908	2,208
Brodhead Employer	825	519	835	751	825	2,745	745	1,045
Average	1,081	Insufficient Data*	1,224	1,574	1,162	1,578	1,768	1,532
Brodhead 1985-86 Offer Relative to Average of Employer Offers	-256	Insufficient Data*	-389	-823	-337	+1,167	-1,023	-487
Brodhead Association 1985-86 Offer Relative to Average of Employer Offers	+84	Insufficient Data*	+407	+243	+3	+33	+140	+676

*The data is insufficient because this benchmark is applicable to only four districts. The Arbitrator requires data on at least five districts to provide sufficient data base on which inferences may be drawn.

CHART 6

School District	BA	BA +7	BA Max	BA Max Credit	MA	MA +10	MA Max	Schedule Maximum
Brodhead 1984-85	950	1,178	1,330	1,482	1,050	1,413	1,655	1,655
Brodhead Increases Generated by District Offer for 1985-86	825	519	835	751	825	2,745	745	1,045
Difference in Increases 1984-85 and 1985-86	-125	-659	-495	-731	-225	+1,332	-910	-610
Brodhead Association								
Brodhead 1984-85	950	1,178	1,330	1,482	1,050	1,413	1,655	1,655
Brodhead Increases Generated by Association Offer for 1985-86	1,165	1,445	1,631	1,817	1,165	1,611	1,908	2,208
Difference in Increases Generated in 1984-85 as Compared to 1985-86 Under Association Offer	+215	+267	+301	+335	+115	+198	+258	+553


Assoc. Ed #3

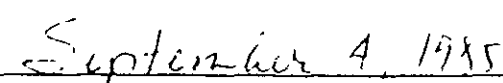
BRODHEAD SCHOOL DISTRICT

CASE 8 NO. 34953 MED/ARB-3260

FINAL OFFER OF BRODHEAD EDUCATION ASSOCIATION

Pursuant to 111.70 (4)(cm), Wis. Stats., the attached represent the proposals for contract language and economic provisions submitted to the Investigating Officer of the Wisconsin Employment Relations Commission as the final offer of the Brodhead Education Association. The stipulations of the parties, the proposals of the final offer and the unchanged portion of the 1984-86 Collective Bargaining Agreement will constitute the 1985-86 Collective Bargaining Agreement between the Brodhead Education Association and the Board of Education, School District of Brodhead. Dates in the 1984-86 Collective Bargaining Agreement are to be changed wherever appropriate to reflect the new term of agreement. In addition, all terms and conditions covered by the successor Agreement shall be fully retroactive.


Representing the Brodhead Education Association


Date

ARTICLE VIII. SALARY AND FRINGE BENEFITS

D. Insurance Provisions

2. Health Insurance Plan


The Board of Education will pay the health and accident insurance premiums in the amount of \$202.19 for the family plan and \$72.09 for single plan. The Board of Education will pay the pro-rated premium amount for part time teachers, i.e., 60% teaching contract = 60% premium paid by the Board. The carrier shall be that selected by the Board of Education, that being the Wisconsin Physicians Service, Green County Health Maintenance for the School year 1985-86.

3. Long Term Disability Plan

The Board shall provide a contribution of \$4.60 per \$1,000 of gross income per month per employee toward a group long term disability plan. The plan shall provide a benefit of 90% of gross income after a waiting period of sixty (60) calendar days and shall include the following options: (a) Social Security Freeze; (b) Primary offset; (c) Minimum Benefit of 25%. It is understood that the Board reserves the right to name the carrier of this plan. The carrier of the plan for the school year 1985-86 shall be the WEA Insurance Trust.

6. Dental Insurance

The Board shall provide a contribution of \$12.76 per month per single plan and \$39.72 per month per family plan toward the basic benefits dental insurance program. It is understood that the Board reserves the right to name the carrier of this plan. The carrier of the plan for the 1985-86 school year shall be the WEA Insurance Trust.



BEA FINAL OFFER

DATE ·

9/04/85

ARTICLE VIII - SALARY AND FRINGE BENEFITS

SECTION E---Payment to Wisconsin Retirement System

The Board of Education agrees to pay 100% of the teachers' contribution to the Wisconsin Retirement System during the 1985-86 school year (i.e., 5% through December 31, 1985 and 6% effective January 1, 1986)

mg

BEA FINAL OFFER

DATE: 9/04/85

APPENDIX B SCHOOL CALENDAR 1985-86

The Association proposes the status quo on the School Year Calendar incl the following:

190 contract days
WEAC Convention (October 24 and 25, 1985) and
SWEIO Convention (February 28, 1986) are to continue being
paid contract days
2 paid Holidays (Labor Day and Memorial Day)
Snow make-up according to Article X
Fall and spring evening conferences are to remain three (3)
consecutive hours each (includes retention of one-half
day release time)
Five consecutive days, a Monday through Friday, for unpaid
Easter vacation

A handwritten signature in black ink, appearing to be 'MD' or similar initials, located in the lower right quadrant of the page.

SCHOOL DISTRICT OF BROADHEAD

9/04/85

SALARY SCHEDULE

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+9	MA+15
0	15440	15740	16040	16340	16640	17240	17540	17840
1	16058	16358	16658	16958	17258	17896	18196	18496
2	16675	16975	17275	17575	17875	18552	18852	19152
3	17293	17593	17893	18193	18493	19209	19509	19809
4	17910	18210	18510	18810	19110	19865	20165	20465
5	18528	18828	19128	19428	19728	20521	20821	21121
6	19146	19446	19746	20046	20346	21177	21477	21777
7	19763	20063	20363	20663	20963	21833	22133	22433
8	20381	20681	20981	21281	21581	22490	22790	23090
9	20998	21298	21598	21898	22198	23146	23446	23746
10	21616	21916	22216	22516	22816	23802	24102	24402
11		22534	22834	23134	23434	24458	24758	25058
12			23451	23751	24051	25114	25414	25714
13				24369	24669	25771	26071	26371
14					25286	26427	26727	27027
15						27083	27383	27683
16								

MAK