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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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IN THE MATTER OF THE PETITION OF  
CUMBERLAND SCHOOL DISTRICT  
TO INITIATE MEDIATION/ARBITRATION  
BETWEEN SAID PETITIONER AND  
NORTHWEST UNITED EDUCATORS

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Decision No. 23071-B

Appearances: Alan D. Manson, Executive Director, Northwest United Educators  
for the Union  
Steven L. Weld, Attorney at Law, for the Employer

Cumberland School District, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the Northwest United Educators, hereinafter referred to as the Association, in their collective bargaining. It requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission staff conducted an investigation in the matter.

At all times material herein the Association has been the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and regular part-time employees including classroom teachers, librarians, guidance personnel, nurses, social workers and psychologists, but excluding managerial, executive, confidential, supervisory and all other employees. The Employer and the Association have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit and it expired on June 30, 1985. On June 12, 1985, the parties exchanged their initial proposals on matters to be included in the new agreement. Thereafter the parties met on one occasion in an effort to reach an accord on a new collective bargaining agreement.

The investigation conducted by the Commission staff reflected that the parties were deadlocked in their negotiations and by November 19, 1985 the parties submitted their final offers to the investigator, who made a recommendation to the Commission. It concluded that the parties have substantially complied with the procedures set forth in the Municipal Employment Relations Act required

prior to initiation of mediation/arbitration and that an impasse existed between the parties with respect to negotiations leading toward a new collective bargaining agreement. It ordered that mediation/arbitration be initiated and that the parties select a mediator/arbitrator and notify the Commission. On December 23, 1985, the parties notified the Commission that they had selected Zel S. Rice II of Sparta, Wisconsin as the mediator/arbitrator. The Commission appointed Zel S. Rice II as the mediator/arbitrator to endeavor to mediate the issues in dispute pursuant to the Municipal Employment Relations Act and further ordered that should such endeavor not result in the resolution of the impasse between the parties, he should issue a final and binding award to resolve the impasse by selecting either the total final offer of the Employer or the total final offer of the Association.

A mediation session was conducted at Cumberland, Wisconsin on February 26, 1986 at the school district offices in Cumberland. After a period of mediation, each of the parties notified the mediator/arbitrator that they were unable to make any of the moves necessary to bring about a resolution of the dispute. The mediator/arbitrator declared the mediation phase of the proceeding at an end and the arbitration hearing was conducted on that same day.

The Association's final offer attached hereto and marked Exhibit "A", proposed increasing the 1984-85 salary schedule at Step 0 by 6.25% and increasing the BA increment from \$605.00 to \$653.00 and the MA increment from \$618.00 to \$667.00. The Employer's final offer attached hereto and marked Exhibit "B", proposed to add \$1,073.00 to each step in the BA lanes and \$1,273.00 to each step in the MA lanes of the 1984-85 salary schedules. Step 0 of the 1985-86 salary schedule would be \$15,805.00 and each increment in the BA lanes would continue at \$605.00. Step 0 in the MA lane would be \$17,419.00 and each step increment in the MA lanes would continue at \$618.00.

The Association relies on a comparable group consisting of 33 area schools that have reached agreement on 1985-86 collective bargaining agreements. The comparable group, hereinafter referred to as Comparable Group A, consists of the school districts of Altoona, Barron, Bayfield, Birchwood, Boyceville, Bruce, Chetek, Chippewa Falls, Clayton, Colfax, Durand, Eau Claire, Fall Creek, Glenwood City, Hayward, Ladysmith, Lake Holcombe, Luck, Maple, Mellen, Minong, Mondovi, Ondossagon, Pepin, Phillips, Port Wing, Solon Springs, Somerset,

Spooner, St. Croix Falls, Superior, Washburn and Winter. Those 33 school districts employ 2,584 teachers. All but four of those school districts have reached across-the-board percent salary adjustments for the 1985-86 school year. The remaining four have wage rate adjustments based on dollar amounts. The average increases at the seven bench mark steps range from a low of 6.8% at the BA maximum and BA 7th step to a high of 7.3% at the schedule maximum. The average dollar increase ranges from a low of \$1,007.00 at the BA minimum to a high of \$1,874.00 at the schedule maximum. On a weighted basis, the average percentage increase ranges from a low of 6.7% at the BA maximum and the BA 7th step to a high of 7% at the schedule maximum. The average dollar increase on a weighted basis ranges from a low of \$1,013.00 at the BA minimum to a high of \$1,937.00 at the schedule maximum.

One hundred ninety-four school districts had reached agreement on wages for the 1985-86 school year in the State of Wisconsin at the time of the hearing and the weighted percentage increases ranged from a low of 6.7% at the BA maximum and MA maximum to a high of 7.6% at the BA 7th step. The average dollar increase on a weighted basis ranged from a low of \$1,137.00 at the BA minimum to a high of \$2,054.00 at the schedule maximum. On a non-weighted basis, the average percentage increases ranged from a low of 6.8% at the BA maximum and MA maximum to a high of 7.8% at the MA minimum. The average dollar increase on a non-weighted basis ranged from a low of \$1,112.00 at the BA minimum to a high of \$1,917.00 at the schedule maximum.

In the 1981-82 school year, the Employer's BA minimum salary ranked 16th in Comparable Group A. In 1982-83 it was 12th, and in 1983-84 it was 13th. In the 1984-85 school year, the Employer's BA minimum ranked 11th in the comparable group. If the Association's final offer were implemented, the Employer would have a BA minimum that ranked 14th in the 1985-86 school year. The Employer's BA 7th step ranked 13th in Comparable Group A during the 1981-82 school year and 17th during the 1982-83 school year. In the 1983-84 school year it ranked 14th and in the 1984-85 school year it ranked 13th. If the Association's final offer were implemented, the Employer's BA 7th step would rank 14th in the 1985-86 school year. The Employer's BA maximum ranked 8th in Comparable Group A during the 1981-82 school year and 10th during the 1982-83 school year. In the 1983-84 school year the BA maximum ranked 9th and in the 1984-85 school year it ranked

7th. If the Association's final offer were implemented for the 1985-86 school year, it would rank 7th in Comparable Group A. The Employer's MA minimum salary ranked 12th in Comparable Group A during the 1981-82 school year and 9th during the 1982-83 school year. In the 1983-84 and 1984-85 school years the MA minimum ranked 8th. If the Association's final offer were implemented the Employer's MA minimum would rank 10th in the 1985-86 school year. The Employer's MA 10th step ranked 16th in Comparable Group A during the 1981-82 school year and in the 1982-83 school year it ranked 24th. In the 1983-84 school year it ranked 22nd and in the 1984-85 school year it ranked 19th. If the Association's final proposal were implemented the 1985-86 MA 10th step salary of the Employer would rank 21st in Comparable Group A. The Employer's MA maximum ranked 9th in Comparable Group A in the 1981-82 school year and 14th during the 1982-83 school year. In the 1983-84 school year the MA maximum ranked 12th and in the 1984-85 school year it ranked 11th. If the Association's final offer was implemented for the 1985-86 school year the Employer's MA maximum would rank 11th in Comparable Group A. The Employer's 1981-82 schedule maximum ranked 10th in Comparable Group A and in the 1982-83 school year it ranked 13th. In the 1983-84 school year it ranked 12th and in the 1984-85 school year it ranked 10th. If the Association's final offer was implemented the 1985-86 schedule maximum of the Employer would rank 11th in Comparable Group A.

If the Employer's proposal was implemented, the 1985-86 BA minimum would rank 10th in Comparable Group A and the BA 7th step would rank 18th. The BA maximum and the MA minimum would rank 9th in Comparable Group A and the MA 10th step would rank 24th. The MA maximum step would rank 15th in Comparable Group A and the schedule maximum would rank 17th.

The average bench mark increases in Comparable Group A from the 1981-82 school year to the 1985-86 school year range from a low of 29.4% at the BA 7th step to a high of 29.9% at the schedule maximum. The average dollar increases in that period range from a low of \$3,564.00 at the BA minimum to a high of \$6,380.00 at the schedule maximum. The average 1985-86 increase in Comparable Group A over the 1984-85 average salary ranges from a low of 6.8% at the BA maximum to a high of 7.3% at the schedule maximum. The average dollar increase ranges from a low of \$1,010.00 at the BA minimum to a high of \$1,877.00 at the schedule maximum.

Another comparable group relied upon by both the Employer and the Association are those school districts in the Heart O' North Athletic Conference, hereinafter referred to as Comparable Group B. The school districts in Comparable Group B include Barron, Bloomer, Chetek, Cumberland, Hayward, Ladysmith, Maple, Rice Lake and Spooner. The average bench mark increases in Comparable Group B between the 1981-82 school year and the 1985-86 school year range from a low of 28.8% at the MA 10th step to a high of 29.3% at the BA maximum and MA maximum steps. The average dollar increases between those years range from a low of \$3,532.00 at the BA minimum to \$6,390.00 at the schedule maximum. The average bench mark increases in the 1985-86 school year in Comparable Group B over the previous year range from 6.5% at the BA minimum, BA maximum, MA minimum, MA maximum, BA 7th step and MA 10th step to a high of 6.7% at the schedule maximum. The average dollar increase over the previous year in Comparable Group B range from a low of \$955.00 at the BA minimum to a high of \$1,783.00 at the schedule maximum. If the Association's final offer was implemented, the Employer's bench mark increases between the 1981-82 school year and the 1985-86 school year would range from a low of 28.6% at the schedule maximum to a high of 30.6% at the BA minimum. The dollar increases over that period that would result from implementation of the Association's final offer would range from a low of \$3,665.00 at the BA minimum to a high of \$6,286.00 at the schedule maximum. Implementation of the Association's final offer would provide 1985-86 increases that range from a low of 6.2% at the BA minimum and the MA minimum to a high of 6.9% at the MA maximum. The dollar increases would range from a low of \$920.00 at the BA minimum to a high of \$1,807.00 at the schedule maximum. Implementation of the Employer's final offer would result in bench mark increases between the 1981-82 school year and the 1985-86 school year ranging from a low of 26.2% at the schedule maximum to a high of 31.9% at the BA minimum and the MA minimum. The dollar increases over that period would range from a low of \$3,818.00 at the BA minimum to a high of \$5,752.00 at the schedule maximum. The 1985-86 increases resulting from the Employer's proposals would range from a low of 4.8% at the schedule maximum to a high of 7.9% at the MA minimum. The dollar increases at the bench marks would range from a low of \$1,073.00 at the BA minimum, BA maximum, and BA 7th step to a high of \$1,273.00 at the MA minimum, MA maximum, schedule maximum, and MA 10th step.

The Employer and the Association were unable to reach agreement on a salary schedule and layoff language for the 1982-83 school year. The impasse was resolved by an arbitration award by Arbitrator J. C. Fogelberg in an award dated April 27, 1983. In his award Fogelberg found that the preponderance of the evidence favored the Association's salary proposal and the Employer's salary proposal was not as reasonable. The Employer's position on the layoff issue was more reasonable and the Association's position could not be accommodated. Fogelberg felt that the layoff issue was a significant one with long-range effects. When coupled with the issue of salaries, he concluded that the Employer's final offer on wages and layoffs should be incorporated into the 1982-83 agreement.

A number of national and state studies have indicated that teachers are deeply troubled about salaries and school districts and states must raise their basic pay. In 1985 the starting salaries of Wisconsin teachers ranked at the bottom of those professions in Wisconsin requiring a Bachelor's Degree or a Master's Degree.

Arbitrator Byron Yaffe issued a consent decree on March 4, 1986 in the mediation/arbitration proceeding involving the Amery School District and the Association. That consent decree had a starting salary in the BA column of \$18,000.00 for the 1985-86 school year. At the 10th step of the BA column the salary was \$24,840.00. The BA plus 10 column had a starting salary of \$19,000.00 and a maximum salary of \$26,220.00. The BA plus 20 column had a starting salary of \$20,000.00 and a maximum salary of \$27,600.00 at the 11th step. The MA column had a starting salary of \$21,000.00 and a maximum salary of \$30,660.00. The MA plus 15 column had a starting salary of \$22,000.00 and a maximum salary of \$32,580.00. The MA plus 30 column had a starting salary of \$23,000.00 and a maximum salary of \$34,040.00.

An award was rendered by Arbitrator Neil M. Gunderman in a mediation/arbitration between Menomonie Area School District and West Central Education Association-Menomonie. In that proceeding, the teachers proposed an average increase of 8.05% or \$1,847.72 per teacher and the total package increase was 9.9% or \$3,001.00 per teacher. The school district's final offer provided for an average increase of 5.04% or \$1,156.00 per teacher. The total package cost of the district's final offer was 6.3% or \$1,906.00 per teacher.

Gunderman issued an award on March 12, 1986 in which he found that the school district's final offer of a wage increase for the 1985-86 school year was well below the dollar increases in the contiguous districts as well as the percentage increases. Gunderman stated that measured in terms of dollars or percentages, the teacher's proposal for a salary schedule was more comparable to the settlements reached in the comparable districts than the school district's final offer. He pointed out that voluntary settlements reached by the comparable school districts were valid guidelines for the arbitrator to use in comparing final offers. Gunderman stated that rejection of settlements bargained by comparable public employers and public employees as a valid guideline was a repudiation of collective bargaining and presumes that settlements are in some way flawed.

In the 1984-85 school year the Employer had wage costs for teaching staff of \$1,444,993.00. Inclusion of extended contracts, noon supervision, summer school, co-curricular and other wages brought the total wage base to \$1,513,951.00. In addition the Employer had health insurance expenses of \$95,578.00, dental insurance premiums of \$26,214.00, vision insurance premiums of \$7,979.00, life insurance premiums of \$9,964.00, long-term disability insurance of \$18,230.00, Wisconsin Retirement System contributions of \$172,590.00 and FICA contributions of \$106,355.00 for a grand total of \$1,950,860.00. The Employer's final offer would raise the cost of the instructional staff to \$1,544,554.00. That is an increase of \$99,561.00 or 6.89% and the average dollar increase per teacher would be \$1,479.00. The Employer's extended contracts, noon supervision, summer school, co-curricular and other wages would raise the total cost of wages to \$1,617,701.00. In addition, the Employer would have health insurance premiums of \$97,082.00, dental insurance premiums of \$26,214.00, vision insurance premiums of \$7,979.00, life insurance premiums of \$10,651.00, long-term disability insurance premiums of \$19,486.00, Wisconsin Retirement System contributions of 12.1% or \$195,742.00 and FICA contributions of \$114,857.00 for a grand total of \$2,089,712.00. This would be an increase of \$138,852.00 or 7.12% over the 1984-85 cost. The increase in cost per teacher would be \$2,063.00. The Association's final offer would raise the cost of the instructional staff to \$1,567,414.00, which is an increase of \$122,421.00 or 8.47%. The average increase per teacher would be \$1,819.00. The

additional costs of extended contracts, noon supervision, summer school, co-curricular and other wages would raise the total wage package to \$1,640,961.00. In addition there would be the health insurance premiums, dental insurance premiums and vision insurance premiums that are the same as in the total costs of the Employer's package, plus life insurance premiums of \$10,808.00, long-term disability insurance premiums of \$19,774.00, Wisconsin Retirement System contributions of \$198,556.00 and FICA contributions of \$116,508.00 for a total wage package of \$2,117,882.00 for the 1985-86 school year. That would be an increase of \$167,021.00 or 8.56% and the dollar increase in cost per teacher would be \$2,481.00.

In January of 1986, the rate of inflation had fallen to its lowest level in 20 years. It was under 4% for 1985. The all urban consumers Consumer Price Index increased by 3.8% in 1985 while the urban wage earners and clerical workers index increased by 3.6% during that same period. During the 1977-78 school year, the Employer paid a starting BA teacher \$9,105.00. Under the Employer's proposal for the 1985-86 school year that same teacher would receive \$20,040.00, which is an increase of 83.14%. The Association's proposal would pay that same teacher \$20,223.00 which is an increase of 84.14%. The Employer paid a BA plus 8 teacher at Step 8 \$12,345.00 in the 1977-78 school year. The Employer's proposal would pay that same teacher \$23,922.00 during the 1985-86 school year and that would be an increase of 69.26%. The Association's proposal would pay that teacher \$24,410.00 during the 1985-86 school year, which would be an increase of 71.39%. The Employer paid a BA plus 16 teacher at the 5th step \$11,405.00 during the 1977-78 school year. Its proposal would pay that same teacher \$23,568.00 during the 1985-86 school year, which would be an increase of 76.18% since the 1977-78 school year. The Association's proposal would pay that teacher \$24,676.00, which would be an increase of 81.24% over the same period. The Employer paid a BA plus 24 teacher at Step 3 \$10,845.00 in the 1977-78 school year. The Employer's final offer would pay that same teacher \$22,611.00 during the 1985-86 school year and that would be an increase of 78.16% since the 1977-78 school year. The Association's proposal would pay that same teacher \$22,986.00, which would be an increase of 78.95% during that same period. These increases can be compared with the increase in the cost of living during that same period. In July of 1977, the urban wage earners and clerical workers Con-



sumer Price Index was 182.6 and by July of 1985 it had increased to 319.1 or a total of 58.3% over the period.

In the 1977-78 school year the Employer paid a teacher at the beginning step of the Master's degree lane \$10,205.00. Its proposal would pay that same teacher \$21,745.00 during the 1985-86 school year and the total increases during that period would be 79.75%. The Association's proposal would pay the teacher \$21,824.00 during the 1985-86 school year, which would make the total of the increases over the period 79.96%. The Employer paid an MA plus 8 teacher at the 6th step \$12,685.00 during the 1977-78 school year. Its proposal would pay that same teacher \$25,704.00 in the 1985-86 school year and the total of the increases during that period would be 74.03%. The Association's proposal would pay that teacher \$26,093.00 during the 1985-86 school year and the increases over the period would total 75.66%. The Employer paid an MA plus 16 teacher at the 9th step \$14,025.00 during the 1977-78 school year. Its 1985-86 proposal would pay that same teacher \$27,192.00 and the increases over the period would total 69.28%. The Association's proposal would pay that same teacher \$27,695.00 during the 1985-86 school year and the increases would total 71.22%. The Employer paid an MA plus 24 teacher at the 3rd step \$12,145.00 during the 1977-78 school year. It proposes to pay that same teacher \$24,606.00 during the 1985-86 school year and the increases over the period would total 74.03%. The Association proposes to pay that same teacher \$24,895.00 during the 1985-86 school year and the total of the increases would be 75.31%.

The Employer has reached agreement to give its administrative personnel increases ranging from 3% to 5%. Its secretarial employees have agreed to a 6% increase and the cooks have agreed to a 4½% increase, but they are part of the same bargaining unit as the custodial employees and an agreement on a wage increase has not been reached with them. These increases should be compared to the Employer's proposal to pay the teachers an increase of 6.89% and the Association's proposal of an 8.47% increase. The Employer's school district had a 1984 population of 8,672 and the full value of the property in the district was \$160,068,182.00. The school district levy totaled \$1,859,955.00 during 1984.

The City of Cumberland gave its administrative personnel a 7.7% increase in 1985 and a 4.3% increase in 1986. Its police received 3.1% increases on January

1, 1985 and another 2.2% on July 1, 1985. On January 1, 1986 the police received an increase of 2.3% and on July 1, 1986 they will receive another 2.1%. Cumberland gave its Department of Public Works employees a 3.1% increase on January 1, 1985 and another 2.2% increase on July 1, 1985. On January 1, 1986 the Department of Public Works employees received increases of 2.3% and they will receive another 2.1% on July 1, 1986. Burnett County gave its courthouse, social service, highway and law enforcement employees increases of 4% in 1985. In 1986, Burnett County gave its courthouse and social service employees 1.9% increases on January 1 and it will give them another 2% on July 1. The highway employees received a second increase on July 1, 1985 of 2% and they received another increase of 1.6% on January 1, 1986. It has not reached agreement on 1986 salaries with its law enforcement personnel. Barron County gave its courthouse, social service, highway and law enforcement employees increases of 3% on January 1, 1985 and an additional 2% on July 1, 1985. In 1986 those same employees received 2% increases on January 1. On July 1, 1986 the courthouse, highway and law enforcement personnel will receive another 2% increase and the social service employees will receive a 3% increase. Polk County gave its courthouse, social service, highway, law enforcement and nursing home employees a 4% increase in 1985. In 1986 they received a 2% increase on January 1 and they will receive another 2% on July 1.

The three counties that include the Employer's school district are Barron, Burnett and Polk Counties. In 1980 Barron County had a rural population of 73.4%. Burnett and Polk County had rural populations of 100%. Between 1974 and 1984 the number of farms in Barron County declined from 2,370 to 1,950 or a total of 17.7%. The average size of those farms increased from 184.7 acres to 207 acres, which was an increase of 12.1%. The number of acres of land in farms in Barron County declined from 437,700 acres in 1974 to 403,600 acres in 1984 and that was a decline of 7.8%. 72.1% of the land in Barron County was in farms in 1984. The number of farms in Burnett County declined from 600 in 1974 to 530 in 1984 and that was a decline of 11.7%. The average size of those farms in that same period increased from 197.8 acres to 206.4 acres, which was an increase of 4.3%. The number of acres of land in farms in 1974 in Burnett County was 118,700 acres and by 1984 it was 109,400 acres, which was a decline of 7.8%. 20.3% of the land in Burnett County was in farms. The number of farms in Polk

County declined from 2,250 in 1974 to 1,800 in 1984, which was a decline of 20%. The average size of those farms increased from 184 acres in 1974 to 197.1 acres in 1984, which was an increase of 7.1%. The number of acres of land in farms decreased from 414,100 acres in 1974 to 354,700 acres in 1984, which was a decline of 14.3%. 71.3% of the land in Polk County was in farms during 1984. In 1981 the average price paid for milk in Wisconsin was \$13.40 per cwt. In 1982 the average price was \$13.24 per cwt. In 1983 the average price was \$13.25 per cwt. By 1984 the average price was \$13.15 per cwt. By 1985 the average price paid for milk was \$12.30 per cwt. and in January of 1986 the average price was \$12.20 per cwt. In January of 1984 the price of corn was \$3.03 per bushel. By June the price had reached \$3.39, but by December it had declined to \$2.43. In 1985 corn fell to as low as \$2.22 per bushel and in January of 1986 it was \$2.24 per bushel. In January of 1984 milk cows averaged \$800.00 per head. By July of that year the average price was \$930.00 per head. By January of 1985 it had dropped to \$850.00 per head and by October it was \$770.00 per head. In January of 1986 the average price of milk cows per head was \$730.00. Steers and heifers brought \$60.00 per cwt in February of 1984 and by November that price had declined to \$54.10 per cwt. By July of 1985 the price of steers and heifers had dropped to \$43.30 per cwt and in January of 1986 it was \$50.20 per cwt. Slaughter cows brought \$35.30 per hundred weight in January of 1984 and rose to as high as \$42.90 per hundred weight during that year. By December the price of slaughter cows had declined to \$34.60 per hundred weight. In February of 1985 it rose to \$41.30 per hundred weight and it has declined steadily until January of 1986 when the price was \$33.80 per hundred weight for slaughter cows. Calves brought \$91.50 per hundred weight in January of 1984 and by June of that year the price had reached \$102.00. By December it had declined to \$66.70 but by June of 1985 it had increased to \$95.50. In January of 1986 the price of calves was \$82.80 per cwt. Wisconsin lost about 3,000 farms during 1985 and it appears that 1986 will be much more difficult. It has been difficult to find new jobs for farmers and the depression is leaving a scar on rural areas. Farm land values in Wisconsin have dropped 14% since 1981 and the average farm debt is \$87,227.00. Farm foreclosures have increased substantially in Wisconsin and they are increasing at a rate faster than in the neighboring states. The farm loan interest rates have been rising and that increased the cost of loans. Many

farmers have found it necessary to re-finance short-term loans and others have been forced to sell off some land or equipment in order to avoid foreclosure. The debt to asset ratios have continued to climb among farmers and farm banks reflect the problems of agriculture. Predictions are that economic growth in Wisconsin will be very slow. In 1985 unions won lower wage increases and they won't grow as much this year as they have the past few years.

In 1981 the average adjusted gross income in Barron County was \$5,363.00 and in Burnett County it was \$4,359.00 and in Polk County it was \$5,543.00. The average adjusted gross income in the Employer's school district was \$5,062.00 and this should be compared with the State of Wisconsin average of \$7,333.00. In the 1975-76 school year the Employer had 73.6 full-time equivalent teachers and by the 1984-85 school year that had declined to 61.25 or a decrease of more than 20%. All of the school districts in Comparable Group B had declines in the number of full-time equivalent teachers but the Employer's percentage decline was the greatest. The Employer's 1975-76 enrollment was 1,240 students and by the 1984-85 school year that had declined to 1,026, which was a decline of 17.26%. All of the school districts in Comparable Group B had declining enrollments, but the Employer's decline was the largest and only one other school district even approached it. The average cost per pupil of the Employer in the 1975-76 school year was \$1,423.55 and by the 1984-85 school year that had increased to \$2,828.41. The increase of 98.69% was the third smallest increase in Comparable Group B.

Wisconsin's Governor has warned school officials not to expect additional funds from the State in the 1985-87 biennium and to face the possibility of levy limits if they do not control costs. Gramm-Rudman might trigger further cuts in federal aids to school districts. In the 1975-76 school year, the Employer received state aids per pupil totaling \$1,432.00. During the 1984-85 school year, those state aids had been reduced to \$1,184.00, which was the fourth largest reduction in Comparable Group B. During the 1975-76 school year, the Employer's equalized valuation per pupil was \$44,968.00 and by the 1984-85 school year that had increased to \$160,012.00 per pupil. That increase of almost 256% was the second largest increase in Comparable Group B. In the 1984-85 school year the Employer had a full value tax rate of \$10.27. That ranked 7th in Comparable Group B.

In the 1980-81 school year, the BA minimum in Comparable Group B ranged from a low of \$10,600.00 at Hayward to a high of \$11,144.00 at Maple, and the average was \$10,987.00. The Employer had a BA minimum of \$10,775.00 and ranked 8th among the nine school districts in Comparable Group B. In the 1981-82 school year, the BA minimum in Comparable Group B ranged from a low of \$11,125.00 at Ladysmith to a high of \$12,419.00 at Rice Lake and Spooner. The average was \$12,000.00 and the Employer's BA minimum was \$11,987.00. It ranked 6th among the nine school districts. In the 1982-83 school year, the BA minimum in Comparable Group B ranged from a low of \$12,600.00 at Bloomer to a high of \$13,506.00 at Rice Lake. The average was \$13,017.00 and the Employer's BA minimum was \$13,050.00. It ranked 4th among the nine school districts in the comparable group. In the 1983-84 school year, the BA minimums ranged from a low of \$13,175.00 at Bloomer to a high of \$14,316.00 at Rice Lake and the average was \$13,812.00. The Employer's BA minimum that year was \$12,898.00 and it ranked 4th among the nine schools in the comparable group. During the 1984-85 school year, the BA minimum ranged from a low of \$13,834.00 during the first semester of the school year at Bloomer to a high of \$14,978.00 at Barron. The average was \$14,685.00 and the Employer's BA minimum was \$14,732.00. It ranked 5th among the nine school districts in the comparable group. The 1980-81 BA maximums in Comparable Group B ranged from a low of \$16,000.00 at Hayward to a high of \$18,219.00 at Maple. The average was \$16,683.00 and the Employer's BA maximum was \$16,755.00. It ranked 4th in the comparable group. By the 1981-82 school year, the BA maximum ranged from a low of \$17,350.00 at Bloomer to a high of \$19,895.00 at Maple. The average was \$18,350.00 and the Employer paid \$18,640.00. It ranked 4th among the nine school districts. By the 1982-83 school year, the BA maximum ranged from a low of \$18,540.00 at Bloomer to a high of \$21,128.00 at Maple and the average was \$19,670.00. The Employer had a BA maximum of \$19,706.00 and that ranked 4th among the nine school districts in the comparable group. By the 1983-84 school year, the BA maximum in Comparable Group B ranged from a low of \$19,390.00 at Bloomer to a high of \$22,184.00 at Maple and the average was \$20,980.00. The Employer's BA maximum was \$21,117.00 and that ranked 4th among the nine school districts in the comparable group. By 1984-85, the BA maximum ranged from a low of \$20,360.00 during the first semester at Bloomer to a high of \$23,515.00 during the second semester at Maple.

The average was \$22,263.00. The Employer had a BA maximum that year of \$22,597.00 and it ranked 4th among the nine school districts in the comparable group. During the 1980-81 school year, the MA minimum in Comparable Group B ranged from a low of \$11,700.00 at Hayward to a high of \$12,000.00 at Bloomer and the average was \$11,877.00. The Employer had paid an MA minimum of \$11,875.00 that year and it ranked 5th among the nine school districts. In the 1981-82 school year, the MA minimum ranged from a low of \$12,800.00 at Chetek and Hayward to a high of \$13,322.00 at Rice Lake. The average was \$13,062.00 and the Employer paid \$13,211.00 which ranked 4th among the nine school districts. In the 1982-83 school year, the MA minimum in Comparable Group B ranged from a low of \$13,700.00 at Bloomer to a high of \$14,488.00 at Rice Lake and the average was \$14,028.00. The Employer had an MA minimum that year of \$14,302.00 which ranked 2nd in Comparable Group B. In the 1983-84 school year, the MA minimum ranged from a low of \$14,275.00 at Bloomer to a high of \$15,357.00 at Rice Lake and the average was \$14,882.00. The Employer had an MA minimum of \$15,232.00 and that ranked 2nd in the comparable group. In the 1984-85 school year, the MA minimum ranged from a low of \$14,989.00 during the first semester at Bloomer to a high of \$16,278.00 at Rice Lake and the average was \$15,822.00. The Employer had an MA minimum of \$16,146.00 and that ranked 2nd in Comparable Group B. The 1980-81 MA maximum in Comparable Group B ranged from a low of \$18,580.00 at Spooner to a high of \$20,612.00 at Maple with an average of \$19,040.00. The Employer had an MA maximum that year of \$18,925.00 and it ranked 4th among the nine school districts in the comparable group. The 1981-82 MA maximum in Comparable Group B ranged from a low of \$19,840.00 at Chetek to a high of \$22,508.00 at Maple and the average was \$20,887.00. The Employer's MA maximum was \$21,054.00 and it ranked 4th among the nine school districts in the comparable group. In the 1982-83 school year, the MA maximum in Comparable Group B ranged from a low of \$20,776.00 at Chetek to a high of \$23,903.00 at Maple and the average was \$22,357.00. The Employer's MA maximum was \$22,147.00 and it ranked 5th in the comparable group. In the 1983-84 school year, the MA maximum in Comparable Group B ranged from a low of \$22,185.00 at Bloomer to a high of \$25,098.00 at Maple and the average was \$23,864.00. The Employer's MA maximum was \$23,737.00 and that ranked 5th among the nine school districts in the comparable group. During the 1984-85 school year, the MA maxi-

mum in Comparable Group B ranged from a low of \$23,294.00 during the first semester at Bloomer to a high of \$26,604.00 during the second semester at Maple and the average was \$25,329.00. The Employer's MA maximum in the 1984-85 school year was \$25,416.00 and it ranked 5th among the nine school districts in Comparable Group B. In the 1980-81 school year, the schedule maximum in Comparable Group B ranged from a low of \$19,020.00 at Barron to a high of \$21,332.00 at Maple and the average was \$19,923.00. The Employer's schedule maximum was \$19,725.00 and it ranked 6th among the nine school districts in the comparable group. During the 1981-82 school year, the schedule maximum in Comparable Group B ranged from a low of \$20,460.00 at Chetek to a high of \$23,228.00 at Maple and the average was \$21,676.00. The Employer had a schedule maximum of \$21,944.00 and that ranked 4th among the nine school districts in Comparable Group B. During the 1982-83 school year, the schedule maximum in Comparable Group B ranged from a low of \$21,394.00 at Chetek to a high of \$24,623.00 at Maple and the average was \$23,306.00. The Employer's schedule maximum in the 1982-83 school year was \$23,039.00 and it ranked 5th among the nine school districts in the comparable group. During the 1983-84 school year, the schedule maximums in Comparable Group B ranged from a low of \$23,350.00 at Bloomer to a high of \$26,066.00 at Ladysmith and the average was \$24,862.00. The Employer's schedule maximum that year was \$24,687.00 and it ranked 5th among the nine school districts in Comparable Group B. In the 1984-85 school year, the schedule maximum in Comparable Group B ranged from a low of \$24,518.00 during the first semester at Bloomer to a high of \$27,324.00 during the second semester at Maple and the average was \$26,384.00. The Employer's schedule maximum was \$26,423.00 which ranked 5th among the nine school districts in Comparable Group B.

Six of the nine school districts in Comparable Group B have reached agreement on salary increases for the 1985-86 school year. Each of those agreements calls for an increase of 6.5% per cell, but some of them have delays in implementation to the second or third payroll. The BA minimums range from a low of \$15,318.00 at Maple to a high of \$15,952.00 at Barron. These should be compared with the Employer's offer of \$15,805.00 and the Association's proposal of \$15,652.00. The BA maximums of those school districts range from a low of \$23,138.00 at Hayward to a high of \$25,043.00 at Maple. These should be com-

pared with the Employer's BA maximum proposal of \$23,670.00 and the Association's BA maximum proposal of \$24,141.00. The MA minimums would range from a low of \$16,447.00 at Maple to a high of \$17,150.00 at Maple. The Employer's MA minimum proposal is \$17,419.00 and the Association's proposal is \$17,155.00. Both of the proposals would rank number one in the comparable group among those school districts that have reached agreement. The 1985-86 MA maximums in those school districts range from a low of \$26,425.00 at Chetek to a high of \$28,333.00 at Maple. The Employer's proposal has an MA maximum of \$26,689.00 and the Association's proposal has an MA maximum of \$27,160.00. The 1985-86 schedule maximums among those school districts that have reached agreement range from a low of \$27,252.00 at Chetek to a high of \$29,384.00 at Ladysmith. The Employer's schedule maximum proposal is \$27,696.00 and the Association's schedule maximum proposal is \$28,230.00.

The average increase in wages per teacher among those school districts in Comparable Group B that have reached agreement range from a low of \$1,610.00 at Chetek to \$1,895.00 at Ladysmith. The Employer's proposal would result in an average increase per teacher of \$1,479.00 and the Association's would be \$1,819.00. The percentage increases would range from a low of 6.5% per cell at Maple to a high of 9.12% in total wage costs at Ladysmith. The dollar increase in total compensation per teacher among those school districts in Comparable Group B that have reached agreement on the 1985-86 salaries range from a low of \$2,143.00 at Chetek to a high of \$2,391.00 at Hayward. The Employer's proposal would result in a total compensation per teacher increase of \$2,063.00 while the Association's proposal would result in an increase per teacher of \$2,481.00. The percentage increase on total compensation among those school districts that have reached agreement ranges from a low of 7.37% at Chetek to a high of 8.29% at Hayward. The Employer's proposal would result in an increase of 7.12% in total compensation while the Association's proposal would result in an increase of 8.56%.

All of the school districts in Comparable Group B paid 100% of the health and dental insurance during the 1984-85 school year. Maple provided no long-term disability insurance and five of the school districts in Comparable Group B paid half of the long-term disability premium. Three of the school districts, including the Employer, paid 100% of the long-term disability insurance. Six of



the school districts in Comparable Group B paid 20% of the life insurance during the 1984-85 school year and three of the school districts, including the Employer, paid 100%. All of the school districts in Comparable Group B contributed 5% to the Wisconsin Retirement Fund during the 1984-85 school year and the Employer was the only school district to provide vision insurance. It paid 100% of the vision insurance premium. During the 1985-86 school year, all of the school districts in Comparable Group B will pay 100% of the health insurance and 100% of the single dental insurance. The Employer and all but two of the school districts in Comparable Group B will pay 100% of the family dental insurance premium. Hayward will pay \$25.00 toward the family dental insurance premium and Bloomer will pay \$27.50. Four of the school districts in Comparable Group B, including the Employer, will pay 100% of the long-term disability insurance and the remaining school districts will pay one-half of the premium. Three of the school districts, including the Employer, will pay 100% of the life insurance premium; and the remaining school districts will pay 20%. All of the school districts will contribute 6% to the Wisconsin Retirement Fund and only the Employer will pay the vision insurance premium for its employees.

ASSOCIATION'S POSITION:

The Association asserts that its final offer is consistent with the voluntary settlement pattern that it made with the Employer in each of the last two years and is closer to the benchmark averages in both percentage and dollar amount comparisons with conference and area 1985-86 settlements. It points out that the Employer is attempting to raise its starting salaries disproportionately more than rates for all other teachers and the more experienced staff would receive a percentage increase 2.5% less than the percentage increase for the new teachers. The Association contends that the Employer produced no evidence that it had any difficulty in recruiting and hiring replacements for over 10% of the bargaining unit last year. It points out that the Employer's starting salaries in the 1984-85 school year did not rank so low as to warrant any major revision of the salary schedule ratios. The Association contends that raising one portion of the salary schedule more than another is only acceptable if the smallest increases are within the settlement pattern of the comparable group. It asserts that the Employer is attempting to increase its hiring rates

disproportionately by imposing a severe economic cost on the experienced staff.

The Association points out that six of the school districts in Comparable Group B have settled for 6.5% per cell increases for the 1985-86 school year. It takes the position that the rankings of the Employer's bench marks do not indicate that the base salary should be raised at the expense of the salaries for the most experienced teachers. The Association argues that an analysis of the dollar and percentage increases on the bench mark in the final offers in Comparable Group B show that its offer is much closer to the average than the Employer's, particularly at the bench marks other than the BA and MA basis.

EMPLOYER'S POSITION:

The Employer argues that its teachers have received wage and benefit increases that have traditionally outstripped corresponding increases in the rate of inflation for the past several years and its current offer exceeds the rate of inflation. It contends that it has provided a final offer that increases wages in excess of the increases provided to other municipal employers in the area. The Employer takes the position that the economic condition in the school district mitigates against the acceptance of the wage and benefit increase proposed by the Association. It asserts that its final offer enables teachers who are moving through the salary schedule, as well as teachers at the schedule maximums, to obtain fair and equitable wage increases. The Employer points out that its teachers receive superior insurance benefits to the other teachers in Comparable Group B. It contends that its total package percentage increase corresponds to the increases provided to teachers in the comparable school districts.

DISCUSSION:

The Association relies on Comparable Group A and Comparable Group B and the Employer relies on Comparable Group B only. Comparable Group B meets the generally accepted criteria for determining comparability of average daily pupil attendance, faculty size, full value taxable property, state aid and geographic proximity. All of the schools in Comparable Group B are relatively close to each other, and the faculty size in the school districts during the 1984-85 school year ranged from the Employer's 61 teachers to 181 at Rice Lake with a district average of 88. The Employer is close to the average. The Employer's

pupil cost in the 1984-85 year was within \$63.00 of the average in Comparable Group B and its tax rate was within 32¢ per 1,000 of the average tax rate in Comparable Group B. The arbitrator finds that Comparable Group B is a more desirable comparable group than Comparable Group A because of the geographic proximity and the similarities between pupil attendance, faculty size, cost per pupil, tax rate and other economic resources. However that does not preclude the consideration of Comparable Group A. Comparable Group A encompasses a larger geographical area and includes some school districts that are substantially larger with more students and faculty members. Comparable Group A was utilized by Arbitrator J. C. Fogelberg in a 1983 arbitration involving the Employer and the Association and this bargaining unit. It had validity then and it has validity now. At the time of the 1983 arbitration, voluntary agreements had been reached by only one school district in Comparable Group B and Comparable Group A reflected an established pattern of settlements. This year there are six voluntary settlements in Comparable Group B and that reflects the pattern of a similar comparable group. However, the broader pattern developed as a result of settlements in Comparable Group A is still significant.

The Employer's final offer increases the BA base salary from \$14,732.00 to \$15,805.00 and increases the MA base salary from \$16,146.00 to \$17,419.00. It proposes to maintain the BA step increments at \$605.00 and the MA lane increments at \$618.00. Its final offer represents a wages only increase of \$99,561.00 and an average teacher increase of \$1,479.00 or 6.89%. The Employer's final offer will result in a total package increase of \$138,852.00 or 7.12%. This represents an average teacher total package increase of \$2,063.00. The Association's final offer increases the BA base salary from \$14,732.00 to \$15,652.00 and increases the MA base salary from \$16,146.00 to \$17,155.00. It also proposes to increase the BA step increment from \$605.00 to \$653.00 and the MA step increment from \$618.00 to \$667.00. The BA and MA step increments are increased by 7.9%. The Association's final offer represents a wage increase of \$122,421.00 and an average teacher increase of \$1,181.00 or 8.47%. The total package would increase \$167,021.00 or 8.56% and that is a total package increase per teacher of \$2,481.00.

The total wage cost of the Employer's final offer equals \$1,544,554.00 and the Association's wage offer equals \$1,567,414.00. The Association's salary

offer exceeds the Employer's offer by \$22,860.00. The total package cost of the Employer's final offer equals \$2,089,712.00 and the Associations total package cost of \$2,117,882.00 exceeds the Employer's final offer by \$28,170.00.

The dollar differences between the two proposals are fairly large for a bargaining unit of 67 teachers. The really significant difference between the two proposals is the impact that they have on the teachers now in the bargaining unit. The Employer is attempting to raise the starting salaries of teachers that have not yet been hired disproportionately more than the rates of all other teachers in the bargaining unit. The more experienced staff would receive percentage increases that would be 2½% less than the percentage increase for the new teachers. The Employer has produced no evidence that it has had any difficulty in recruiting and hiring replacements. Its starting salaries in the 1984-85 school year did not rank so low in comparison to the comparable groups that they warrant a major revision of the salary schedule ratios. The BA base ranked 5th and the MA base ranked 2nd among the nine school districts in Comparable Group B during the 1984-85 school year. The BA base ranked 11th and the MA base ranked 8th in Comparable Group A that year. Those rankings do not indicate that the Employer's hiring rates are inequitable and out of line for the area. In the absence of a substantial inequity at either end of the salary schedule, it does not make sense for the Employer to disrupt the relationships that have been established by bargaining over a period of years. The Employer's proposal would raise its hiring rates disproportionately and offer its most experienced staff increases that disrupt the relationships between its own teachers as well as with teachers in other school districts in the comparable group that were established by bargaining. Salaries reflect relationships between teachers with various amounts of experience and training and those relationships should be arrived at through collective bargaining. Unless there is evidence of substantial inequities or departure from the patterns and relationships established by other employers and their teachers in the comparable group, an arbitrator must be reluctant to disturb the existing relationships.

Not all of the statutory criteria spelled out in Section 111.70(4)(cm)7 of the Municipal Employment Relations Act are relevant to the issue. The lawful authority of the Employer will permit implementation of either proposal. The stipulations of the parties have no impact on the issue of wages except as they

relate to the total cost. Actually the Employer and the Association have agreed to continue a basic fringe benefit package consistent with that offered in the past. The Employer acknowledges that it has the ability to meet the cost of the Association's proposal. The proposals of the Employer as well as the Association both exceed the cost-of-living factor by a substantial amount. Considering that factor only, the Employer's proposal would seem to more closely meet that criterion than that of the Association. However, arbitrators regularly determine that the proper protection against the cost-of-living increases is established by the voluntary settlements that have been reached in the comparable districts. The overall compensation factor is not particularly significant except as it relates to wages. The parties have agreed to change the health insurance coverage in order to modify the increase in costs. All of the other schools in the comparable group that have reached agreement have maintained their fringe benefit packages at a level comparable to prior years.

The Association points out that the Employer is seeking to make major changes in the basic salary structure. Its proposal makes a moderate change in the salary structure. Because the Employer is seeking to make significant changes in the percentage increases for beginning teachers as compared to its more experienced teachers, it departs from the settlement pattern that has been established by the agreements reached within Comparable Group B. The Employer's 1984-85 starting salary was ranked in the middle of Comparable Group B and in the top half of Comparable Group A and it was able to replace more than 10% of its staff with that salary structure.

The six agreements reached by school districts in Comparable Group B have established a very definite pattern. All of them provide 6.5% per cell increases, although some of them involve delayed implementation for 1, 2 or 3 pay periods. Comparison of those settlements with the final offers of the Employer and the Association indicate that the Association's proposal falls into the pattern established by them. The six schools added 6.5% increases at the BA base, BA maximum, MA base and MA maximum and a 6.7% increase at the schedule maximum. The Association's proposal provides increases of 6.25% at the BA base, 6.8% at the BA maximum, 6.25% at the MA base, 6.9% at the MA maximum and 6.8% at the schedule maximum. The Employer's offer provides increases of 7.3% at the BA base, 4.7% at the BA maximum, 7.9% at the MA base, 5% at the MA maximum and 4.8%

at the schedule maximum. The Association's offer provides percentage increases that are quite close to those of the six school districts in Comparable Group B at each of the bench marks. The Employer's offer is substantially higher at the BA base and MA base than the pattern established by the six schools that have reached agreement. However, it falls far below the pattern at the BA maximum, MA maximum and schedule maximum. Comparison of the final offers of the Employer and the Association with the averages of the settlements reached in Comparable Group A reveals the same thing. The Association's proposal comes closer to the pattern established by agreements in Comparable Group A and Comparable Group B. The percentage range of the Association's offer is less than .7% at all five bench marks. The Employer's offer has a range of 3.5%. That indicates disparate treatment at some of the bench marks. Comparable Groups A and B have ranges of .5% and .2% respectively at all of the bench marks. In Comparable Groups A and B, the largest percentage increases go to the MA maximum and schedule maximum, which is similar to the Association's proposal and exactly the opposite direction of the Employer's offer.

The Employer is asking the arbitrator to restructure its salary schedule with increases that depart from the pattern established through negotiations in Comparable Group A and Comparable Group B without demonstrating a need for such change. No evidence was provided that indicated the Employer had hiring difficulties at its starting salaries nor was there evidence of a relative ranking distortion that might result from percentage based increments. The Association's proposal continues the format of the existing salary schedule and preserves the relative status of salaries within the bargaining unit as well as with the other bargaining units in Comparable Groups A and B. The Association's proposal makes some modest changes in the existing salary structure and the arbitrator would ordinarily hesitate to adopt it. However, when it is compared to the radical changes to the salary schedule that would result from the Employer's proposal, it is obvious that the Association's proposal meets more of the criteria set forth in the statutes.

The Employer proposes a substantial restructuring of the salary schedule without presenting any evidence that would justify treating experienced teachers less favorable than inexperienced teachers. Such a drastic change in the salary schedule should be the result of collective bargaining as opposed to the award

of an arbitrator. The arbitrator is satisfied that there is a basis for arguing that the increments should not be increased to the extent proposed by the Association. The pattern of settlements reached by the school districts in Comparable Group A would indicate that. The Employer's proposal maintains the same increment level that existed during the 1984-85 school year. However, it so distorts the relationships that have traditionally existed between starting salaries and the rest of the salary schedule as well as between its salary schedule and those of the other school districts in the comparable group that the arbitrator cannot adopt it. The Employer had a 4.1% increment at each step of the BA lanes in the 1984-85 salary schedule. The Association proposes to increase the step increment to 4.17%. That proposal fits the pattern established in Comparable Group B where the percentage amount of the increment for the 1985-86 school year ranges from a low of 4.15% at Rice Lake to a high of 5.75% at Maple with an average of 4.62%. The Employer's proposal of a 3.82% increment reduces the percentage amount established by the 1984-85 salary schedule and is even farther from the 1985-86 pattern established by negotiations in Comparable Group B.

The Employer correctly points out that the arbitrator must compare the proposals with the wage levels received by its other employees as well as those of other municipal employees in the area. Its offer to the Association exceeds the 3% to 5% increase received by its administrative staff, the 6% increase received by its secretaries, and the 4.5% increase tentatively agreed upon by its cooks. There is certainly a valid argument for maintaining equitable relationship between all of the employees of an employer. However, that is not and has not been the pattern in negotiations involving teachers. Throughout the State of Wisconsin teachers have been and are receiving salary increases larger than those of other employees of the same employer as well as other municipal employers in the area. There are a number of reasons for this that the arbitrator need not explain here, but that is the pattern. Arbitrators do not abandon salary patterns established in an area through negotiations between school districts and teachers and impose on teachers a salary pattern voluntarily agreed to by employee's engaged in other types of employment. Substantial departures from the area patterns established by negotiations between teachers and school districts are ordinarily the result of voluntary agreement and not the award of

an arbitrator.

The Employer's most impressive argument is that local economic conditions strongly militate in favor of the acceptance of its final offer. It suggests that the public interest must include consideration of the impact of a collective bargaining agreement upon the Employer and its employees as well as the members of the community. The depressed state of the farm economy and the private sector businesses dependent upon it has had an impact on all of the school districts in the area. Those conditions exist in the comparable school districts where voluntary settlements have been agreed upon that have established the settlement pattern in the area. There is no reason why the Employer should expect to give its teachers increases that depart substantially from those agreed upon by the comparable groups who face the same economic circumstances. The evidence does not establish that the Employer is unique in the problems it is confronting because of the agricultural economy and it does not differ significantly from the school districts in Comparable Groups A and B.

The Employer points out that under its proposal the majority of teachers in the bargaining unit will receive wage increases ranging from \$1,678.00 to \$1,891.00 for the 1985-86 school year and these dollar increases generate percentage increases ranging from 7.7% to an 11.4% increase. This should be compared with the Association's final offer which generates increases for the majority of the bargaining unit ranging from \$1,573.00 to \$2,345.00 or from 9.5% to 10.7%. It argues that there is no justification for such increases in a rural economy that is floundering and has had an annual inflation rate of 3.8%. Looking at those figures, the arbitrator finds it difficult to justify increases of that size. However, the pattern of increases established by voluntary agreement in Comparable Groups A and B indicate that those school districts agree with their teachers that a pattern that results in increases similar to those proposed by the Association is necessary. The weakness of the Employer's proposal is not the amount of the increases it offers to a majority of the bargaining unit. Its real weakness is the departure from the established wage relationships that it has agreed upon with the Association in prior negotiations and which has been agreed upon for the 1985-86 school year by those school districts in Comparable Group A and B. The arbitrator agrees that the Association's proposal does result in an improvement in the old salary schedule



that is favorable to it and provides substantial increases to its members. When balanced against the Employer's final offer, which proposes to grant disproportionate increases to beginning teachers and departs from the pattern of increases for more experienced teachers established through collective bargaining by the comparable groups, the arbitrator finds that the proposal of the Association more nearly meets the criteria set forth in the statutes.

The Employer points to the increases at the various bench marks that have occurred in its salary schedule since the 1980-81 school year and states that it has been concerned with the increasing dollar differential between the schedule maximums and the base salary. During that period the differential has increased by over \$2,700.00. The Employer argues that percentage settlements must periodically be offset with cents per hour settlements or the relationship between the steps on the salary grid will be skewed. It contends that it needs to keep the dollar differential between the base and maximum under control. While this may be a concern of the Employer, it does not seem to have been the particular goal of any of the other school districts in either of the comparable groups. They have been offering percentage increases that continue the existing relationships between the beginning employees and those at the salary schedule maximums on a percentage basis. That is the established pattern that has been reached by collective bargaining and the statute requires the Arbitrator to give weight to it. A number of school districts have departed from old established salary schedules, but the new schedules have been the result of collective bargaining or consent awards. If an arbitrator follows the statutory criteria, he cannot be guided by the desire of one particular school district to "keep the dollar (as compared to the percentage) differential between the base and the maximum under control" and abandon the patterns agreed upon in collective bargaining by the comparable school districts.

The Employer contends that it is attempting to do exactly what Wisconsin Superintendent of Schools, the NEA and The Nation At Risk say should be done and that is to raise teachers starting salaries. There is no question that the Employer's proposal would do exactly that. However, it would increase teachers starting salaries at the expense of the salaries of the more experienced teachers, at least in comparison with the salaries received by the more experienced teachers in the comparable districts. If an arbitrator follows the

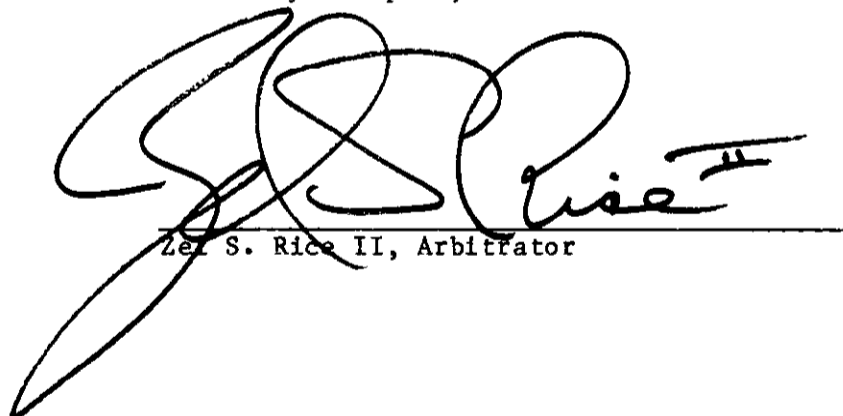
statutory criteria he cannot issue an award that achieves such an objective. That objective has been achieved by a number of school districts at the bargaining table. If that is a goal that the Employer seeks to achieve, it should be the result of collective bargaining and trade offs between the Employer and the Association. It should not be the result of an arbitrator adopting the salary philosophy of one school district and ignoring the statutory criteria.

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

AWARD

After full consideration of the criteria listed in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the Arbitrator finds that the Association's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Association's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 21st day of April, 1986.



Zed S. Rice II, Arbitrator