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STATE OF WISCONSIN  
MEDIATION/ARBITRATION AWARD

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration between

SHIOCTON SCHOOL DISTRICT

and

SHIOCTON EDUCATION ASSOCIATION

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Re: Shiocton School District

Case No. 35925 MED/ARB-3603

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Decision No. 23081-A

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Appearances: For the Shiocton School District: Mr. William Bracken, Membership Consultant, Wisconsin Association of School Boards, Inc., P.O. Box 160 Winneconne, Wisconsin 54986.

For the Shiocton Education Association: Mr. Dennis W. Muehl, Executive Director, Bayland Teachers United, 1540 Capitol Drive, Green Bay, Wisconsin 54303.

The Association represents a collective bargaining unit consisting of all full-time and regular part-time certified teachers employed by the District. The parties have had a collective bargaining agreement that would have expired by its terms on June 30, 1985. They commenced bargaining on a new agreement on April 29, 1985. After meeting four times with the Employer and being unable to reach agreement, the Association filed a petition with the Wisconsin Employment Relations Commission requesting that mediation/arbitration proceedings be initiated. Thereafter a member of the Commission's staff conducted an investigation and determined that the parties were deadlocked. They submitted their final offers to her on November 20, 1985. On November 26, 1985 the Commission certified that conditions precedent to the initiation of mediation/-arbitration had been met and ordered the parties to select a mediator/-arbitrator.

The undersigned was notified of his selection by letter from the Commission Chairman dated December 11, 1985. A meeting was held with the parties on March 10, 1986 at the District Administrator's office in Shiocton. At that time the undersigned attempted to mediate the dispute. Those efforts were unsuccessful, and the parties agreed to proceed immediately to hearing. They were given an opportunity to present written evidence and to examine and cross examine witnesses. At the conclusion of the hearing the parties agreed to submit written briefs. The briefs were ultimately exchanged by the arbitrator on May 5, 1986 and the record is considered closed as of that date.

### THE ISSUES TO BE ARBITRATED

The parties have stipulated agreement on several issues. Remaining unsettled are the amount of salary increase, whether three additional lanes should be added to the salary schedule, a proposed change in the seniority clause that would add a bumping provision, and a proposal to change Employer payments for health insurance from percentage to dollar figures.

The Employer is proposing a \$900 increase at the BA base and the MA base. The Association is proposing an increase of \$1,050 at the BA base and \$1,250 at the MA base. The Association would add lanes designated as BA plus 10 credits, BA plus 20 credits, and MA plus 10 credits to the existing BA plus 15 and MA plus 15 credits lanes. Both parties would keep the 4.25 percent vertical increments. The Employer proposal has \$500 horizontal increments on the existing four lanes. In adding its proposed three lanes the Association would make the horizontal increments \$300. Neither party would change longevity payments, now 2 percent.

The Association's proposed change in the seniority clause would allow laid off teachers who have State of Wisconsin certification in subjects being taught by less senior teachers who have not been laid off to bump into those jobs if notice of such intention is given within three days of the layoff.

The Employer proposes to insert the dollar figure being paid in 1985-86 into the labor agreement for health insurance in place of the wording of the old agreement stating that "the Board shall assume the full expense of a single or family policy. . . ."

The Board makes no proposals on the issues of seniority and adding three lanes to the salary schedule. The Association makes no proposal on the health insurance issue.

### SIGNIFICANT DIFFERENCES IN PRESENTATION OF THE ISSUES

On the salary issue involving increases in the existing schedule the parties base their evidence and their arguments largely on the criterion of comparability. The Association sets forth a list of comparable salaries in districts that are contiguous with the Shiocton District or not more than one district removed from the Shiocton District. The Association argues that for geographical and other reasons these districts have more in common with one another than several of the districts in Shiocton's athletic conference that are far removed geographically and that are different from Shiocton in other respects as well. The districts with which the Association would have Shiocton salaries compared are:

Bonduel  
Clintonville  
Freedom  
Hortonville  
Little Chute  
Manawa  
Marion  
Menominee Indian  
New London  
Seymour  
Shawano-Gresham  
Weyauwega-Fremont

The Association entered into the record a substantial amount of data on these districts' enrollment, number of FTE teachers, sources of revenue to cover costs, total cost per pupil, state aid per pupil, equalized valuation of taxable property per pupil, household, family and per capita income, etc.

On the basis of these comparable districts the Shiocton salary levels were generally shown to be low in rank among them and low in dollar amounts in comparison with them.

As to the proposal to add three vertical lanes, only Hortonville of the districts chosen as comparables by the Association had as few as four lanes in 1985-86. Two others, Marion and Shawano-Gresham, had five lanes. All the others had six or seven lanes.

The Association also presented data purporting to indicate that Shiocton salaries were generally well below state averages at various benchmarks and in amounts of settlements in 1985-86. Other data indicated that Shiocton's rank in comparison with 426 other school districts in the State of Wisconsin at the most commonly utilized benchmarks had slipped substantially between 1981-82 and 1983-84 and had not recovered significantly in 1984-85.

The Association points out that the parties negotiated the following Appendix F to their 1984-85 labor agreement:

ADVISORY STUDY COMMITTEE

STUDY COMMITTEE:

A study committee comprised of 2 Board members, 2 administrators, 4 Shiocton Education Association members, 1 Board advisory representative, and 1 Education Association advisory representative will meet in a joint effort to study layoff language and credit clarification. This committee is an advisory committee and will report the results of its studies to the negotiating teams by May 1, 1985.

The Association introduced oral testimony and written minutes of the meetings indicating that a committee of two administrators and two teachers had met several times in early 1985 and had tentatively agreed on the working of the seniority proposal that became a part of the Association's final offer in this proceeding. The committee also assembled data on the numbers of advanced credits attained at that time by members of the teaching staff. The Association argues that this also constitutes evidence that the administrator members of the committee were prepared to support a change in the number of lanes, a change that later became a part of the Association's final offer in this proceeding. Thus, since these two proposed changes in the labor agreement have not been adopted as a result of negotiations, the Association questions the sincerity of the Employer in regard to the agreement it made in concluding the 1984-85 negotiations. It is argued that since the Board members are recalcitrant, do not listen to reasoned arguments, and cannot be persuaded that these changes should be made, the Association believes that the only way to achieve them is through the arbitration process.

The Association also argues that the Board has not presented persuasive reasons why the language in the health insurance clause should be changed. The Association considers the proposal to be a "take away" and that its adoption will presage further proposals by the Board to erode this benefit in future negotiations. The Association asserts that this proposal was added by the Board as a "free rider," that there would be no loss to the Board if the Association's final offer is accepted. As such the proposal has no merit and should not be considered in any final determination by the arbitrator.

In its presentation of evidence and arguments concerning its salary offer the Employer puts its biggest emphasis on comparable districts. The most appropriate comparable districts are asserted to be the districts in the Central Wisconsin Athletic Conference. The athletic conference in this case is composed of the following districts, divided as the Employer has divided them in its Exhibit 6:

I. Larger Districts

Bonduel  
Manawa  
Marion  
Rosholt  
Shiocton  
Tomorrow River  
Weyauwega-Fremont  
Wittenberg-Birnamwood

## II. Smaller Districts

Almond-Bancroft  
Bowler  
Iola-Scandinavia  
Menominee Indian  
Port Edwards  
Shawano-Gresham  
Tigerton  
Tri-County  
Wild Rose

For reasons discussed below the Board would exclude Shawano-Gresham. For the other districts the Board entered evidence regarding enrollment, number of teachers, and tax and income data generally similar to the data presented by the Association to support choice of its comparables by the arbitrator.

The salary data presented by the Board generally supported its argument that its salary offer was reasonable and compared favorably in terms of actual earnings measurements and at conventional benchmarks with the settlements that have been made in the districts in the athletic conference. The Board's supporting evidence included cost-out data (i.e., aggregative figures for regular and extra-curricular salaries, retirement contributions, health insurance, and other fringe benefits divided by the numbers of teachers and calculated as percentage increases based on costs the previous year) for the offers at Shiocton and the other districts still unsettled, as well as the eleven districts in the athletic conference that have settled. The Board calculates the total package proposed in its final offer to equal an 8.2 percent increase or \$2,275 per teacher and the Association's final offer as a total package to equal 9.9 percent or \$2,760 per teacher. The Board argues that its offer is greater than most of the settlements that have occurred so far.

While arguing that benchmark comparisons are not as useful in a case like this as total cost comparisons, the Board also presented a considerable amount of benchmark evidence from the other districts in the athletic conference and argued that these data showed that the Board's final salary offer is reasonable and generous in comparison with the others.

On the issues of seniority and the addition of three new lanes, the Board makes the general argument that the wording of Appendix F of the expired agreement makes it clear that the study committee was to be advisory and was to report the results of its studies to the negotiating teams. There was and is no obligation for the Board's negotiating team to adopt the report of the advisory committee with respect to the seniority issue. The Board believes that the Association's proposal has serious faults and might result in placing a teacher into an area of teaching in which, despite being certified, the person was unfamiliar with the subject matter as it was currently being taught. As to the proposal to add three lanes to the salary schedule, the District argues that such a substantial change in the salary schedule should not be made as a result of an arbitration proceeding. The District also suggests

that the narrowness of the difference between the proposed BA 10 and the BA 20 lanes and the existing BA 15 lane makes this a faulty proposal. If additional lanes are to be added to the existing schedule, it should be done after careful discussion so that the changes would meet the needs of the parties in administering the salary schedule.

As to the proposal to change the health insurance clause, the Employer points out that there would be no de facto change in the 1985-86 agreement since the dollar figure used is the current cost of the insurance. The Employer also presented evidence purporting to show that a great majority of the districts in the athletic conference have current agreements that specify dollar figures rather than full cost, although some of them list a percentage payment at less than full cost.

### DISCUSSION

As both parties point out in their hearing exhibits and in their briefs, the statute includes eight factors to be considered by the arbitrator in choosing the final offer of one of the parties. It is clear from the amount of space devoted to the comparability factor in their exhibits and their briefs that they consider "wages, hours and conditions of employment of (teachers) . . . in comparable communities . . ." to be the single most important criterion to be considered in making this judgment. Approximately one inch of the Board's two and one-half inch thick compilation of 216 exhibits, one and a quarter inches of the Association's one and one-half inch thick compilation of 95 exhibits, 45 of 66 pages in the Board's brief, and 36 of 63 pages in the Association's brief were devoted to comparability. The first issue for the arbitrator then, and the issue that is most important in making a final determination between the two offers, is which party has used the most appropriate "comparable communities" in stating its case.

#### Comparable Districts

The Association has made a fairly good case for its proposed comparable communities on grounds that they are contiguous, that the Shiocton District is geographically fairly close to the center of these districts, and that they form a geographically integrated area. I would find this proposed set of comparables persuasive and would favor it over a geographically dispersed athletic conference such as the Central Wisconsin Athletic Conference except that all of them are larger in terms of enrollment. Three of them are more than twice as large, five are more than 50 percent larger. In terms of numbers of teachers, one is slightly smaller in FTEs, but three are more than twice as large and five are at least 50 percent larger. It is not insignificant in consideration of the appropriateness of the Association's comparable districts to note that only those districts that are also in the Central Wisconsin Athletic Conference approximate the size of the Shiocton District in terms of enrollment and number of FTE teachers. A listing of these districts along with measures that are ordinarily considered pertinent in making judgments about comparability follows:

ASSOCIATION'S LIST OF COMPARABLE DISTRICTS

|                   | <u>Enrollment</u> | <u>Number of<br/>Teachers, FTE</u> | <u>State Aid<br/>Per Pupil</u> | <u>Equalized<br/>Valuation<br/>Per Pupil</u> |
|-------------------|-------------------|------------------------------------|--------------------------------|--|
| Bonduel           | 837               | 48.56                              | \$ 835                         | \$192,242                                    |
| Clintonville      | 1,451             | 93.10                              | 1,285                          | 153,353                                      |
| Freedom           | 1,213             | 69.90                              | 1,506                          | 126,001                                      |
| Hortonville       | 1,468             | 80.70                              | 1,090                          | 153,894                                      |
| Little Chute      | 1,113             | 63.99                              | 1,678                          | 110,933                                      |
| Manawa            | 864               | 54.00                              | 1,419                          | 139,999                                      |
| Marion            | 843               | 50.50                              | 1,537                          | 116,661                                      |
| Menominee Indian  | 932               | 67.00                              | 2,388                          | 54,483                                       |
| New London        | 2,360             | 128.00                             | 1,367                          | 131,754                                      |
| Seymour           | 2,253             | 131.60                             | 1,523                          | 116,357                                      |
| Shawano-Gresham   | 2,334             | 136.25                             | 969                            | 183,830                                      |
| Weyauwega-Fremont | <u>921</u>        | <u>54.65</u>                       | <u>1,019</u>                   | <u>176,627</u>                               |
| Averages          | 1,382             | 81.52                              | \$1,385                        | \$138,011                                    |
| Shiocton          | 812               | 50.75                              | \$1,756                        | \$106,177                                    |

The comparisons show that the average number of students in the Association's comparable districts is 70 percent greater and the average number of teachers 61 percent greater than those numbers for Shiocton. Their average state aid per pupil is 21 percent below Shiocton's figure and their average equalized valuation per pupil is 30 percent greater than Shiocton's figure.

As a pattern for its comparable districts the Association has cited a group of comparable districts used by Arbitrator Richard U. Miller in Clintonville, WERC Decision No. 19768-A, 4/6/83. In that case Miller used the districts of Pulaski, Shawano-Gresham, Seymour, New London, Bonduel, Manawa, Marion, and Shiocton as comparables to Clintonville. Citing this case with approval and the arbitrator's theory that a geographically integrated area provided a more appropriate group of comparables than a geographically dispersed athletic conference, the Association points out that all of Miller's districts except Pulaski have been used in its current comparable districts and that Freedom, Hortonville, Little Chute, Menominee Indian and Weyauwega-Fremont have been added because of their proximate position to Shiocton. But the difference between Miller's comparables and the Association's comparables is in the averages as related to enrollment and numbers of teachers. Miller's was a bimodal group in this respect, as is the Association's. But the averages for enrollment and teachers in Miller's group turns out to be almost precisely the same as the numbers for Clintonville. Thus, despite some great differences within the comparable districts, he was able to say that on average they were about the same as Clintonville. The Association cannot say that

about its comparables, with respect to enrollment and numbers of teachers, although Shiocton is fairly close to the averages in state aid and equalized valuation per pupil.

The next question is how I am to judge whether these figures that I have described make the Association's proposed comparable districts less appropriate for purposes of interpreting the statute than the districts in the athletic conference, as proposed by the Board.

The Board has submitted the following data for its comparables:

CENTRAL WISCONSIN ATHLETIC CONFERENCE

| <u>I. Larger Districts</u>   | <u>Public School Enrollment</u> | <u>Number of Teachers</u> | <u>State Aid Per Member</u> | <u>Equalized Valuation Per Member</u> |
|------------------------------|---------------------------------|---------------------------|-----------------------------|---------------------------------------|
| Bonduel                      | 837                             | 48.56                     | \$ 835                      | \$192,242                             |
| Manawa                       | 864                             | 54.00                     | 1,419                       | 139,999                               |
| Marion                       | 843                             | 50.50                     | 1,537                       | 116,661                               |
| Rosholt                      | 636                             | 36.00                     | 986                         | 171,719                               |
| Tomorrow River               | 832                             | 50.53                     | 1,264                       | 124,566                               |
| Weyauwega-Fremont            | 921                             | 54.65                     | 1,019                       | 176,627                               |
| Wittenberg-Birnamwood        | 1,460                           | 85.50                     | 1,559                       | 114,540                               |
| <u>II. Smaller Districts</u> |                                 |                           |                             |                                       |
| Almond-Bancroft              | 483                             | 29.10                     | \$ 984                      | \$163,114                             |
| Bowler                       | 516                             | 33.40                     | 1,627                       | 88,418                                |
| Iola-Scandinavia             | 676                             | 43.00                     | 1,051                       | 168,514                               |
| Menominee Indian             | 932                             | 67.00                     | 2,388                       | 54,483                                |
| Port Edwards                 | 485                             | 38.55                     | 1,245                       | 164,281                               |
| Shawano-Gresham              | 2,334                           | 136.25                    | 969*                        | 183,830*                              |
| Tigerton                     | 415                             | 28.33                     | 1,808                       | 114,107                               |
| Tri-County                   | 765                             | 55.25                     | 578                         | 219,900                               |
| Wild Rose                    | <u>716</u>                      | <u>45.07</u>              | <u>507</u>                  | <u>218,128</u>                        |
| Averages                     | 857                             | 53.48                     | \$1,236                     | \$150,695                             |
| Shiocton                     | 812                             | 50.75                     | \$1,756                     | \$106,177                             |

\* These figures were in the Association's exhibits.



These comparisons show that the average number of students in the District's comparable districts is 6 percent greater and the average number of teachers is 5 percent greater than those numbers for Shiocton. Their average state aid per pupil is 30 percent below Shiocton's figure and their equalized valuation per pupil is 42 percent greater than Shiocton's figure.

Before drawing conclusions from these data it is necessary to dispose of a dispute between the parties concerning the inclusion of several of the districts in the athletic conference group. Three districts in the athletic conference, Almond-Bancroft, Iola-Scandinavia, and Port Edwards, do not have traditional salary matrices. Because of the difficulties in making comparisons, especially if benchmark comparisons are used, other arbitrators have eliminated these districts from lists of comparable districts. (See James L. Stern in Bowler, WERC Case 10, No. 35418, MED/ARB-3411, 3/20/86; Gordon Haferbecker in Wittenberg-Birnamwood, WERC Case 10, No. 35705, MED/ARB-3510, 4/30/86.) I will also observe this precedent. In addition, Wild Rose negotiated a settlement this year that eliminated the bottom two horizontal lines on the salary matrix (that is, the two lines at the top of the page) and moved incumbents ahead two lines. This had the effect of compressing the schedule so that at the BA maximum there was no increase, or even a small decline. This also undermines the validity of benchmark comparisons. Therefore I will exclude Wild Rose from these comparisons. The parties are in disagreement as to the appropriateness of including Shawano-Gresham, the Board wanting to exclude it and the Association to include it. Gresham is in the athletic conference but not Shawano, since it is in another conference of larger schools. But although the numbers of pupils and teachers at Gresham are smaller, the two staffs are paid according to the same salary schedule. In his Bowler decision Stern excluded Shawano-Gresham, although he did not say why. In his Wittenberg-Birnamwood decision Haferbecker included Shawano-Gresham on grounds that it was rural in character like the other school districts in the conference. In my opinion it should be included for the reason that Gresham is in the conference and its salaries should therefore be in any comparisons that are made. If I knew the enrollment figures and teacher figures for Gresham alone, I would use them for the present purpose to establish whether the athletic conference was or was not more appropriate for making these comparisons than the group of comparable districts proposed by the Association.

With these prefatory remarks about the characteristics of some of the districts to be excluded and included, here is the list:

CENTRAL WISCONSIN ATHLETIC CONFERENCE  
(Excluding Almond-Bancroft, Iola-Scandinavia,  
Port Edwards, and Wild Rose)

|                       | <u>Enrollment</u> | <u>Number of<br/>Teachers</u> | <u>State Aid<br/>Per Pupil</u> | <u>Equalized<br/>Valuation<br/>Per Pupil</u> |
|-----------------------|-------------------|-------------------------------|--------------------------------|--|
| Bonduel               | 837               | 48.56                         | \$ 835                         | \$192,242                                    |
| Manawa                | 864               | 54.00                         | 1,419                          | 139,999                                      |
| Marion                | 843               | 50.50                         | 1,537                          | 116,661                                      |
| Rosholt               | 636               | 36.00                         | 986                            | 171,719                                      |
| Tomorrow River        | 832               | 50.53                         | 1,264                          | 124,566                                      |
| Weyauwega-Fremont     | 921               | 54.65                         | 1,019                          | 176,627                                      |
| Wittenberg-Birnamwood | 1,460             | 85.50                         | 1,559                          | 114,540                                      |
| Bowler                | 516               | 33.40                         | 1,627                          | 88,418                                       |
| Menominee Indian      | 932               | 67.00                         | 2,388                          | 54,483                                       |
| Shawano-Gresham       | 2,334             | 136.25                        | 969                            | 183,830                                      |
| Tigerton              | 415               | 28.33                         | 1,808                          | 114,107                                      |
| Tri-County            | <u>765</u>        | <u>55.25</u>                  | <u>578</u>                     | <u>219,900</u>                               |
| Averages              | 946               | 58.33                         | \$1,332                        | \$141,424                                    |
| Shiocton              | 812               | 50.75                         | \$1,756                        | \$106,177                                    |

These comparisons show that the average number of students in these purported comparable districts is 17 percent greater and the average number of teachers 15 percent greater than those numbers for Shiocton. The average state aid per pupil is 24 percent below Shiocton's figure and the average equalized valuation per pupil is 33 percent greater than Shiocton's figure. If I were able to use the Gresham figures alone for enrollment and size of staff, I believe that those averages would be approximately the same as the Shiocton figures.

On the basis of these figures for enrollment, numbers of teachers, state aid and equalized valuation per pupil, the athletic conference, whether or not excluding four of its members, forms a more closely comparable group of districts than the districts proposed by the Association. While an integrated area such as the grouping proposed by the Association has a certain attraction because of its freedom from geographical irregularity, it does not seem to me that this feature can overcome its skewed distribution as to enrollment and size of teaching staff. As to state aid and equalized valuation per pupil there appears to be relatively little difference between the Association's proposed group and the athletic conference districts. In these circumstances I find that the athletic conference, excluding the four districts named above, forms a more appropriate group of districts for comparison than the districts proposed by the Association.

There is ample precedent for using athletic conferences as comparative groups, as was pointed out in the Board's brief. In the past several months three other cases, two of which have already been cited above, have used the Central Wisconsin Athletic Conference as comparables. The third case is Richard J. Miller's Port Edwards, Case 8, No. 35831, MED/ARB-3555, 4/4/86.

This leaves the issue of state-wide rankings, which the Association advocates and the District decries. The Association's data show that Shiocton benchmark salary levels had slipped between 1981-82 and 1983-84 in comparison with 426 other school districts included in WEAC rankings. An average of the benchmark figures showed Shiocton at 221 of 427 in 1981-82 and at 284 of 427 in 1983-84. But in 1984-85 Shiocton had recovered slightly and was at 276 of 427. As other arbitrators have stated, these figures have some significance and should be considered with other factors. But they cannot be given heavy weight in these considerations without knowing considerably more about what changes have taken place in other measurements related to these school districts during the same period.

#### Comparison of Shiocton With Eight Settled Districts in the Athletic Conference

Having determined that the athletic conference is the appropriate comparison group, the next issue becomes the manner of making the comparisons. Here the District, as indicated above, advocates use of total package figures. Such figures are based on determining exactly where each teacher is on each salary schedule and totaling the numbers for salaries and related employee costs. The District has performed these calculations for all the athletic conference schools. Without going into detail, suffice it to say that the District's data support its position. The Association objects to having the arbitrator depend upon this kind of comparisons for the reason that there are disputes about the totals for the reason that turnover takes place and teachers take credit courses during the pendency of the proceeding. Therefore, in the view of the Association there is a great probability that the District's figures contain inaccuracies.

The District, on the other hand, opines that the use of benchmark data for comparisons has its own faults. This is because there are variations in the numbers of rows districts have for yearly incremental salary increases. Furthermore, as has been pointed out in connection with the Wild Rose settlement, sometimes salary increases are brought about by changing the number of rows. Thus, for instance, a BA+7 or a BA Maximum may represent different places on the schedule from one year to another.

My decision in this case is to exclude total package comparisons. I do not believe that the aggregative figures are as useful as the more detailed figures represented by the benchmarks. The benchmark method has been adopted by most arbitrators. In this case the parties had an opportunity to advise the arbitrator of the cases that make particular benchmark salaries not comparable. As a consequence four of the districts have been excluded from the comparisons.

The following tables make comparisons based on the settlements at the other eight districts. These are Bonduel, Bowler, Manawa, Marion,

Menominee Indian, Shawano-Gresham, Tri-County, and Wittenberg-Birnamwood. (At the time the record was closed on this case three districts in the conference were still not settled.)

SHIOCTON COMPARED AT THE BENCHMARKS TO THE AVERAGES OF EIGHT ATHLETIC CONFERENCE SCHOOLS THAT HAVE SETTLED

(In some cases the figures presented by the parties for Tri-County were inconsistent. In all cases of inconsistent figures I have used the higher figure.)

| 1. <u>1984-85</u> | <u>BA Base</u> | <u>BA-6</u> | <u>BA Max</u> | <u>MA Base</u> | <u>MA-9</u> | <u>MA Max</u> | <u>Sched. Max</u> |
|-------------------|----------------|-------------|---------------|----------------|-------------|---------------|-------------------|
| Averages          | 14,350         | 17,781      | 21,498        | 15,623         | 21,089      | 23,879        | 24,614            |
| Shiocton          | 14,350         | 18,009      | 20,449        | 15,350         | 20,839      | 23,888        | 25,608            |
| \$                | 0              | +228        | -1,049        | -273           | -250        | +9            | +994              |
| (+/-)             |                |             |               |                |             |               |                   |
| %                 | 0              | +1.3        | -4.9          | -1.7           | -1.2        | +0.04         | +4.0              |

This comparison shows the levels to be somewhat uneven and puts Shiocton slightly below the average overall.

2. 1985-86

|                       |        |        |        |        |        |        |        |
|-----------------------|--------|--------|--------|--------|--------|--------|--------|
| Averages              | 15,313 | 18,919 | 22,867 | 16,668 | 22,404 | 25,377 | 26,113 |
| Shiocton Board Offer  | 15,250 | 19,137 | 21,731 | 16,250 | 22,083 | 25,324 | 27,120 |
| \$                    | -63    | +218   | -1,136 | -418   | -321   | -53    | +1,007 |
| (+/-)                 |        |        |        |        |        |        |        |
| %                     | -0.4   | +1.2   | -5.0   | -2.5   | -1.4   | -0.2   | +3.9   |
| Shiocton Assoc. Offer | 15,400 | 19,327 | 21,945 | 16,600 | 22,491 | 25,763 | 27,672 |
| \$                    | +87    | +408   | -922   | -68    | +87    | +386   | +1,559 |
| (+/-)                 |        |        |        |        |        |        |        |
| %                     | +0.6   | +2.2   | -4.0   | -0.4   | +0.4   | +1.5   | +6.0   |

These comparisons show that the Association's offer is closer to the averages of the eight settled districts in the conference at the BA Max, MA Base, and MA-9 benchmarks. But the District's offer is closer to the averages in the other four benchmarks and a total of all the plus and minus figures puts the District closer to the averages overall.

Another measure is a comparison of the size of the increases in 1985-86 at the eight settled districts with the offers in this proceeding. The following table shows the comparisons.

SCHIOCTON COMPARED AT THE BENCHMARKS TO THE AVERAGE INCREASES  
AT THE EIGHT ATHLETIC CONFERENCE SCHOOLS THAT HAVE SETTLED

| <u>1985-86</u>       | <u>BA Base</u> | <u>BA-6</u> | <u>BA Max</u> | <u>MA Base</u> | <u>MA-9</u> | <u>MA Max</u> | <u>Sched.<br/>Max</u> |
|----------------------|----------------|-------------|---------------|----------------|-------------|---------------|-----------------------|
| Average Increase     | 963            | 1,138       | 1,369         | 1,045          | 1,315       | 1,498         | 1,499                 |
| Shiocton Board Offer | 900            | 1,128       | 1,282         | 900            | 1,244       | 1,436         | 1,512                 |
| \$                   | -63            | -10         | -87           | -145           | -71         | -62           | +13                   |
| (+/-)                |                |             |               |                |             |               |                       |
| %                    | -6.5           | -0.9        | -6.4          | -13.9          | -5.4        | -4.1          | +0.9                  |
| Association Offer    | 1,050          | 1,318       | 1,496         | 1,250          | 1,652       | 1,875         | 2,064                 |
| \$                   | +87            | +180        | +164          | +205           | +337        | +377          | +565                  |
| (+/-)                |                |             |               |                |             |               |                       |
| %                    | +9.0           | +15.8       | +11.0         | +19.6          | +25.6       | +25.2         | +37.7                 |

Although the District's offer is somewhat below the average, most notably at the MA Base, it is closer to the averages at all the benchmarks than is the Association's final offer.

Another measure that has been used by both parties in their presentations is the rank of Shiocton based on the alternative offers as compared to the salary averages. The following table shows what Shiocton's rank would be among nine districts, eight of which have settled, if the Board offer or the Association offer is adopted.

SCHIOCTON'S RANK AT THE BENCHMARKS AMONG EIGHT CONFERENCE  
SCHOOLS THAT HAVE SETTLED. (LOWEST IN RANK WOULD BE 9)

|                      | <u>BA Base</u> | <u>BA-6</u> | <u>BA Max</u> | <u>MA Base</u> | <u>MA-9</u> | <u>MA Max</u> | <u>Sched.<br/>Max</u> |
|----------------------|----------------|-------------|---------------|----------------|-------------|---------------|-----------------------|
| <u>1984-85</u>       | 6              | 4           | 8             | 8              | 5           | 6             | 3                     |
| <u>1985-86</u>       |                |             |               |                |             |               |                       |
| Shiocton Board Offer | 6              | 5           | 7             | 8              | 6           | 6             | 3                     |
| Association Offer    | 3-4-5          | 3           | 7             | 7              | 5           | 4             | 3                     |

In this comparison the Board would have two benchmark salaries falling (at BA-6 and MA-9) and one rising (at BA Max). The Association's offer would cause a rise in five benchmark salaries while two would be unchanged.

These comparisons do not show any dramatic difference that is immediately persuasive in characterizing one offer as better than the other. No doubt it will be troubling to members of the Association that choice of the Board's offer would not result in any improvement of Shiocton's position relative to the averages of the salaries at the benchmarks or in its rank among these nine districts. In fact adoption of the Board's final offer would result in some decline in comparison with the other districts. And yet, if the factor of comparability is to be given the most emphasis and if the arbitrator determines that the eight settled districts that were chosen are the best districts for comparison, then the result must be based on a determination of which offer is closest. In my opinion the evidence presented here indicates that the Board's salary offer is closer to the salaries at the benchmarks in the eight settled districts.

#### The Issue of the Seniority Clause

On this issue the Association elicited convincing testimony from one of its teacher members that a tentative agreement had been reached by a committee of two administrators and two teachers on the wording that is in the Association's proposal. The Board's argument that there was no obligation on the part of the Board to adopt the committee report and that it was only advisory has a hollow ring. If this were the only issue, the award would go to the Association.

#### The Issue of the Addition of Three Salary Lanes

Although the study of this issue was also part of the same committee's charge, it is not clear that the committee members reached any agreement. The record shows that data were gathered to show how many credits individual teachers had beyond their degrees. The record does not show that the committee agreed on the addition of three lanes to be designated as BA plus 10 credits, BA plus 20 credits, and MA plus 10 credits. Therefore I am unable to make the kind of judgment that I have made on the seniority clause.

The Association has been able to show that none of the eight settled districts in the athletic conference has as few as four lanes. Indeed only two, Menominee Indian and Shawano-Gresham, have as few as five lanes. Thus if the decision on this issue were to be made only on the basis of comparability, the award would go to the Association.

But the Board has raised important objections on two grounds. The first goes to the adoption of a significantly different condition of employment in an arbitration proceeding rather than as a result of negotiations. The second objection is that the lanes are too narrow in terms of the numbers of credits earned. My own inspection of the comparables shows that there is one (Manawa) with a spread of 6 credits between lanes, but none as low as 5 credits, although Tri-County's policy of giving \$30 per credit essentially creates a lane for each credit.

In view of the Board's argument that the proposal is flawed and should not be adopted absent further negotiation and discussion, and in view of my finding

that the study committee had not agreed upon the addition of the three lanes as proposed by the Association in its final offer, I must come down on the side of the Board on this issue.

#### The Issue of Inserting a Dollar Figure in the Health Insurance Clause

On this issue the comparables among the eight settled districts support the Board's position. Most of them have either a dollar figure or less than full payment of the premium.

On the other hand, this is an issue not unlike the issue of adding three lanes to the salary schedule. The parties did not submit any testimony concerning their bargaining on this issue. The change in wording would not change the level of any benefits during the 1985-86 year. But the Association has expressed concern about what could happen to future bargaining. Although it is a minor issue in this proceeding, I believe that its presence in the Board's final offer without any more explanation than I have been given concerning it would incline me not to award it. Since I must rule on each party's entire package, I do not have that option.

#### Conclusion as to Comparability

The major issue in this proceeding relates to salary increases. The Association's proposals are not at all unreasonable and they would tend to redress some adverse differentials that Shiocton teachers suffer, especially at the BA Maximum and MA minimum levels, in comparison with the eight settled districts in the athletic conference. But the Board's proposed salaries for 1985-86 are also not unreasonable and in terms of the comparisons that have been made above are closer to the eight settlements than the Association's proposals.

#### Other Factors to be Considered

As indicated above, the parties have greatly stressed comparability. There are other factors, however, on which they presented data and which are required to be considered by arbitrators in proceedings such as this.

One of these is cost-of-living. There is no question that both offers far exceed the cost-of-living increase, as expressed in the CPI, for either the 1984-85 period, during which negotiations were initiated, or the 1985-86 academic year that has already expired.

Another factor is the interest and welfare of the public. To employers in the public sector this factor relates to the costs of settlement that will be passed on to the public in the form of higher taxes. To unions, and especially teacher unions, this relates to the necessity of raising salaries to levels that will retain good teachers and attract talented new teachers into the field. Whether the term "interest and welfare of the public" is interpreted in terms of taxes or better public educational services, I do not believe that there is a significant difference between the two offers.

Both parties also relate the interest and welfare of the public and "other factors . . . normally and traditionally taken into consideration . . ." to the economic climate in the United States and Wisconsin, and especially Wisconsin's agricultural sector. The Board produced about 175 exhibits to a vertical depth of one and one-half inches concerning general economic woes, Wisconsin budgetary and employment problems, and the general economic distress of farmers. On its part the Association responded that its package final offer was comparable to settlements in the area and that the Board had not been able to show that the economic condition of farmers and others in the Shiocton area were any different from the condition of farmers and others in the areas where these settlements had taken place. My own view is that if the Board's estimates of its offer as 8.2 percent and the Association's offer as 9.9 percent are accurate, consideration of "interests and welfare of the public" and "other factors" as described in this paragraph is not great enough to overcome the consideration given in the main body of this report to comparability.

Therefore, although I consider it a close decision, I choose the Board's final offer to be incorporated into the 1985-86 agreement between the parties.

AWARD

After full consideration of the evidence presented by the parties as well as their extensive arguments in their briefs and in terms of the factors I am required to consider in the statute, I select the final offer of the Board.

Dated: July 29, 1986  
(Madison, Wisconsin)

Signed: David B. Johnson  
David B. Johnson  
Mediator/Arbitrator  
WERC