

SEP 05 1986

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE ARBITRATOR

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APPEARANCES:

On Behalf of the District: William G. Bracken, Director  
Employee Relations - Wisconsin  
Association of School Boards

On Behalf of the Association: Gary L. Miller, UniServ Director  
Winnebago/land UniServ Unit-South

I. BACKGROUND:

On April 10, 1985, the parties exchanged initial proposals on matters subject to reopening under their 1984-86 master agreement. Thereafter, the parties met on four occasions in efforts to reach an accord. On June 5, 1985, the Association filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On November 18, 1985, a member of the Commission's staff, conducted an investigation which reflected that the parties were deadlocked in their negotiations, and, by January 14, 1986, the parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon. The Investigator then notified the parties that the investigation was closed and also advised the Commission that the parties remained at impasse. On January 23, 1986, the parties were ordered to select a mediator/arbitrator. The undersigned was notified of his selection on February 6, 1986. April 22 was set as the date for mediation and, if necessary, arbitration.

The one remaining issue (salary schedule for 1985-86) was not settled at that time and arbitration was conducted. Neither parties asserted their right to withdraw their final offer or written notice of the Arbitrator's intent to proceed to arbitration. Post hearing briefs were submitted June 16

increase of \$964 or 6.6%. The incremental difference between BA steps 0-5 in 1984-85 was \$519. The Association proposes to increase that increment to \$565 (\$46 or 8.9%). The Board proposes a slightly larger increase of \$568 (\$49 or 9.4%). The Association proposes to increase the increment between BA step 6-10 from \$610 to \$665 (\$55 or 9.0%). The Board proposes \$659 (\$49/8.0%). The Association proposes to increase the increment between BA steps 11 and beyond from \$819 to \$890 (\$71/8.7%). The Board proposes an increment at these steps of \$872 or an increase of \$53 or 6.5%.

At the 0-5 MA steps the incremental difference was \$605 in 1984-85, at the 6-10 steps it was \$696 and at step 11 and beyond it was \$819. The Association proposes increases in these three categories of \$660, \$760 and \$890 respectively. They represent increases of \$55/10%, \$64/9.2% and \$71/8.7% respectively. In the MA sextants, the Board proposes increases of \$654, \$745 and \$872 or \$49/8.9%, \$49/7.0% and \$53/6.5%.

In terms of horizontal or training increments, the Board seeks to maintain the 1984-85 increments of \$270 when moving from the BA to BA+12 lane, \$270 when moving from BA+12 to BA+24, \$650 when moving to the MA lane and \$270 for the two subsequent lane movements. The Union proposes to change these increments to \$300-\$300-\$700-\$300-\$300 respectively. The \$300 lane movements represent an 11.1% increase, the \$700 increment represents an 7.7% increase.

In terms of benchmarks, the offers compare as follows:

<u>Benchmark</u>	<u>1984-85</u>	<u>Association</u>	<u>Board</u>	<u>Difference</u>
BA Min	\$14,675	\$15,890	\$15,639	\$251/1.7%
BA Step 7	17,880	19,380	19,138	242/1.3%
BA Max	20,320	22,040	21,774	266/1.3%
MA Min	15,865	17,190	16,829	361/2.4%
MA Step 10	21,674	23,530	23,079	451/2.1%
MA Max	24,827	26,960	26,440	520/2.1%
Sched. Max	26,186	28,450	27,852	598/2.2%

Additionally, it can be noted that the average salary under the teachers' offer would be \$22,794 compared to \$22,422 under the Board's offer. The difference is \$372 and the Association's offer is 1.66% greater than the Board on this basis. The average teacher increase under the Association's offer is \$2072 (10.0%) and \$1700 (8.2%) under the Board's offer.

#### B. Comparable Districts

The parties also have a disagreement over the appropriate districts for comparison purposes. The District--primarily because of a previous arbitration award -- relies solely on the East Central athletic conference. The conference schools are Berlin, Hortonville, Little Chute, Omro, Waupaca, Wautoma and Winneconne. The Association, because they claim there is only one reliable settlement in the athletic conference, utilized in addition to Little Chute, the

the Conference Districts of Hortonville, Little Chute, Omro, Waupun and Winneconne had settled for the 1982-83 school year by the time of the previous arbitration involving the instant parties. The same is true with respect to arbitrators utilizing the athletic conference in Berlin Area School District (Dec. No. 22248-A, 6/85 Byron Yaffe) and Wautoma Area School District (Dec. No. 22199-A, 6/85, Frank Zeidler). In each case there was a sufficient number of settlements, 6/8 and 4/8 respectively. Additionally, in each case, the respective parties agreed that the East Central Conference would be the appropriate comparable group that the respective arbitrators could use in his analysis of final offers.

In this case, only Little Chute and Hortonville are settled. Additionally, with respect to the Hortonville agreement, they note while settled, it was negotiated in July of 1984. Therefore, it is not a contemporary settlement and it does not reflect current economic conditions. Thus, it should not be given weight. In this connection they cite Arbitrator Yaffe in New Holstein, (Dec. No. 22898-A; 3/86).

The Association provides the following as rationale for the inclusion of Association comparables of Hartford, UHS, Kewaskum, Watertown and Waupun. First, they believe the expanded comparables proposed by the Association best balances the comparable factors of size, geographic proximity and economic bases. They also note that this Arbitrator included Ripon as comparable along with their comparable group in School District of Waupun (Dec. No. 21862, 5/14/85). Thus, they submit with the inclusion of the four non-athletic conference schools, the Arbitrator in the instant case has a solid base of current, relevant and settled school districts upon which to evaluate the parties' final offers.

In addition, the Association believes there is precedent for movement to non-athletic conference comparables when there are not substantial settlements therein. They cite Arbitrator Edward Krinsky in his Ladysmith School District (Dec. No. 19803-A), Arbitration Richard J. Miller in School District of Grantsburg (Dec. No. 20026-A, 3/83), Yaffe in Rice Lake (Dec. No. 19977-A, 5/9/83), Fogelberg in Cumberland Schools (Dec. No. 19440-A, 4/27/83), Hutchison in Lomira Schools (Dec. No. 19126-B, 4/29/82), Haferbecker in Marathon City School District (Dec. No. 23140-A, 5/8/86), and in Cumberland School District (Dec. No. 23071-B, 4/21/86); among others.

## 2. The District

The Board submits that the athletic conference schools are far superior to the Union's comparable group for a variety of reasons. First, they contend Arbitrator Petri settled the issue of comparability in his 1982-83 award. Thus, to them, it makes no sense to relitigate the same issues every time there is a new arbitration case in the school district. In fact, they note arbitrators have held as a general labor relations principle that once the parties have established the comparables through arbitration, another arbitrator should not disturb it. They cite Arbitrator George R. Fleischli in Tomah Area School District, Dec. No. 20048-B, 6/83, and Arbitrator Richard J. Miller in Douglas County (Sheriff's Department), Dec. No. 20765-A, 12/83, and in Port Edwards School District MED/ARB 3555, 4/86. They submit one of the reasons arbitrators favor keeping the same comparables as reached by the previous arbitrator because it would have a beneficial impact on collective bargaining by introducing an element of predictability and stability. In this regard, they cite several decisions. Additionally, they note arbitrators have rejected comparables selected purely on their partisan value. In fact, they accuse the Association of "comparable shopping."

They also note that Arbitrators Yaffe in Berlin Area School District (Dec. No. 22248-A, p. 1-2, 6/85) and Arbitrator Zeidler in Wautoma Area School District (Dec. 22199-A, p. 15,

6/85) utilized the athletic conference. Additionally, they have reviewed the Union's proposed comparable school districts and note that Kewaskum, Hartford UHS and Watertown have been involved in arbitration before. In neither cases have the arbitrators utilized Ripon to compare to these school districts. Even in Waupun where the instant arbitrator used Ripon along with other non-athletic conference schools, the Arbitrator listed several factors that necessitated his formulation of comparables outside the scope of the athletic conference. These same factors are not present in Ripon. Thus, the conference is a fair representation of comparable schools based on size, geography, valuation, tax rates, rural/urban makeup, etc.

Next, they assert the Union has failed to introduce any objective evidence that establishes a reasonable basis or foundation by which Ripon can be compared to other schools. For instance, Waupun and Watertown have 43% and 91% more students, respectively, than does Ripon. Size alone renders these schools not comparable to Ripon. In addition, the Board would point out that different labor markets are involved in the Union's proposed comparables. The Watertown, Kewaskum and Hartford UHS School Districts are more attuned to the West Bend-Oconomowoc Metropolitan area than is Ripon. Moreover, these districts are located considerably to the south of Ripon and are also influenced by Madison and Milwaukee urban centers. Ripon is a rural school district and has little in common with these other urban-influenced districts. There are settled schools to the north away from the urban sphere of influence, that they argue have been purposefully avoided by the Association because they have settled relatively low.

The District presents an additional consideration concerning the Union's list of comparables. They note that it includes Districts with non-traditional salary schedules which makes salary comparisons to Ripon impossible. In this regard, they note that if the Arbitrator believes that there are too few settlements in the conference to make a decision, he should not expand the comparables to include other districts but rather weigh other statutory criteria more heavily. They also note that arbitrators are becoming increasingly skeptical of benchmark comparisons where parties are using "gimicks" to alter the salary schedule. In this regard, they cite Arbitrator Byron Yaffe in New Holstein School District, Dec. No. 22898, 3/86, this Arbitrator in Wausau School District, Dec. No. 23231-A, 5/86, and Arbitrator Edward Krinsky in Fort Atkinson School District, MED/ARB-3397, 6/86. In place of the unreliable benchmark analysis, they believe the best measure of settlements today is the total package dollar and percent increase.

Last, in terms of comparables, the District argues that in reviewing the salary schedules submitted by the Union it is very clear that Kewaskum deleted steps from their salary schedule in 1984-85. Little Chute adopted a split salary schedule in 1985-86 whereby one salary schedule is in effect for a certain period of time and another salary schedule is in effect the remainder of the school year. Omro deleted two steps in 1984-85. All of the above points out the difficulty in comparing districts' salaries at benchmarks with each other. In this regard, they direct attention to Arbitrator Petrie's decision in School District of Valders (WERC Dec. No. 19804-A, 3/83, p. 17). In this case, there were no athletic conference settlements and accordingly he looked toward the private sector. They also note that Arbitrator Byron Yaffe broadened the "comparability criterion" exactly as the Board is advancing in this case due to a lack of teacher-to-teacher comparisons in New Holstein School District (Dec. No. 22898-A, 3/86).

## B. Salary

### 1. The Association

The Association first takes the position that their final offer salary schedule is more reflective of the 1985-86 settlement pattern than that of the Board's final offer. They measure the settlement pattern in several ways. On the basis of average teacher salary, they contend that the average Ripon teacher's salary represented by the Association's final offer more closely maintains the relationship the settled average teacher's salary than the Board's final offer. In 1984, the average teacher salary in Ripon was \$2276 less than the average. Under the Association's 1985-86 offer, they would be \$2203 less than the average. Under the Board's offer, the difference would increase to \$2544.

On the basis of the average salary increase per teacher, they note the average in their comparable group was \$2008 making their offer \$74 above the average whereas the District's was -\$297 below the average. A similar analysis is done on a total package basis. The average total package settlement per returning teacher was \$2672. The Association's offer is \$25 above that figure, the District's is \$445 below.

The Association also provides a benchmark analysis which they contend supports their offer. In terms of rank, they believe that although both final offer benchmarks rank last historically within the comparables, the Association's final offer is in the best position to improve ranking in the future. This is based on a five-year analysis and if the Board offer is picked their position within the last place will slide even further. Thus, the Arbitrator's adoption of the Association's final offer will guarantee this ability to "catchup" even with the next to the last place benchmark in the future. Somewhat in this same vein, they maintain that the Ripon benchmark historic dollar deviation from the comparable districts' group average clearly supports the Association's final offer. This too is based on a detailed five-year analysis. Moreover, this analysis is confirmed by an analysis of the historical deterioration in the relative benchmark status between Ripon and the next highest comparable district. It is sufficient, in this respect, to say that the Board offer results in further deterioration in the benchmarks, except in one case, while, on the other hand, improvement under the Union's offer at 6 of the 7 benchmarks is modest.

The Association also argues that their offer should be preferred because it will allow Ripon teacher salaries to begin to catchup with comparable school district salaries. In this respect, they first look at the average dollar increases at the benchmarks in their comparable group relative to the offers. Based on this data, they note that the Association's final offer improves the benchmark value position in five of seven categories (MA minimum and schedule maximum categories excepted) while the Board's final offer shows an improvement over the 1984-85 benchmark data in only one category--the BA step 7 category by a value of \$1.00. The average benchmark value improvement for the Association final offer is \$156 while the average reduction in value represented by the Board's final offer is \$250. Thus, although the Association's final offer reflects benchmarks ranging from a minus \$2.00 to a plus \$320 from 1984-85 benchmark values, it is necessary in their opinion for Ripon teacher salaries to catch up with the salaries of colleagues in the comparable school districts.

The Association next analyzes the offers in step by step fashion against each of the statutory criteria. It is sufficient with respect to criterion (d) and (b) that they are not a material factor. Regarding criterion (c): "The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement;" the Association maintains that it is not in the best interests

of the Ripon community to have the salaries of its teachers so negatively impacted by the Board proposal. Second, there is nothing in this arbitration matter which calls into question the financial ability of the School District of Ripon to "meet the costs of any proposed settlement."

Criterion (d) relates to comparables. The thrust of their analysis covers this criterion, especially their benchmark analysis which they believe to be more reliable than other settlement measures.

In their opinion, the cost of living factor is also relevant. They believe, based on extensive citation, that arbitrators have concluded that the pattern of settlements among comparable employees and/or school districts is the appropriate indicator of the cost of living. Thus, this factor supports their case since the evidence in this case reveals conclusively that the Association's final offer conforms better to the pattern of voluntary settlements.

Criterion (f) is stated as follows: "The overall compensation presently received by the municipal employes, including direct wages, compensation, vacation, holidays, and excused time; insurance and pensions, medical and hospitalization benefits; continuity and stability of employment; and all other benefits received." First, they note Ripon teachers enjoy the same benefits as the schools in their comparable group. Moreover, Ripon's cost of fringe benefits per teacher is \$535 below average. Thus, they suggest this fact amplifies the District's ability to pay more for 1985-86 salaries than contained in its final offer. They believe teacher benefits are usually attained at the expense of teacher salaries and therefore, it is high time in their opinion that the pendulum swing back towards salaries for Ripon teachers and that they not be expected to take a last seat to their colleagues in other school districts.

With respect to criterion (h), the Association believes that the most significant standard of this criterion refers to the agreements reached through voluntary collective bargaining within the comparable school districts. Thus, the Association's arguments contained earlier in this brief fully support this contention. Additionally, they anticipate that the Employer will argue that the Arbitrator should award the Employer's final offer since it provides less than the Association's final offer for whatever reason(s). They also anticipate that the Employer will cite arbitration awards in support of this argument. Based on this, they suggest that a thoughtful appraisal of the Employer's data reveals nothing which shows that economic conditions in the Ripon area are any worse than those conditions in comparable communities throughout the State of in the school districts represented by the parties respective comparables.

## 2. The District

The District's first argument focuses on criterion (c). It is their position that the interest and welfare of the public are best reflected in the Board's final offer. Based on the exhibits they presented concerning the economy, in the United States, the State of Wisconsin, the farm economy and the Ripon School District area, the Board believes that only one conclusion may be drawn -- given the current disinflationary environment and the current economic turmoil faced by farmers, an Arbitrator should not award a 10.0% salary increase as the Union has proposed. To do so, in their opinion, would be to ignore economic reality.

In connection with this argument, they summarize many of the factors in the terms of the state and local economy. They include the state government deficit and that Governor Earl has urged "tight spending" for all municipalities to ensure property tax relief and that if this is not accomplished,

Governor Earl has threatened to reintroduce "cost controls" on school district spending. In terms of the rural economy, they draw attention to farmers declining income, declining land values, declining prices and foreclosure increases. Additionally, they suggest that in this case the general public interest and the employee interest as expressed in the Union offer are opposed. It is their belief the Board's final offer more reasonably balances the public interest with the employee interest. The overriding concern in their opinion has to be on the public's ability to pay given the tremendous declines in farm incomes over the past several years. Also, modest increases in the public and private sector have lessened other people's abilities to pay 10% increases to teachers. Accordingly, the Board believes that this criterion must receive more weight or at least as much weight as the comparability criterion. The District also draws attention to several arbitration awards where arbitrators are giving controlling weight to this criterion in the face of the dismal farm economy.

The Board also believes the comparability data from the athletic conference favors the Board's final offer. First, in explaining this assertion they note that Little Chute is more urban than Ripon as it is subject to the economic and labor market pressures that is more attuned to the Fox River Valley than the more rural labor market that is found in Ripon. With respect to Hortonville, they argue that the Union's position, that Hortonville is an independent Union, does not make it any less comparable to Ripon. The Teachers' Union at Hortonville has all of the rights and protections under state law that the Ripon Teachers Association enjoys. Thus, the Board believes that the Hortonville settlement is relevant in the instant case.

In analyzing comparability data, they focus on the most recent year (1984-85). However, in terms of rank, with the exception of the BA max benchmark, Ripon has since 1980-81 through 1984-85 maintained a rank near the middle of the pack. In terms of actual benchmark figures, the Board notes that at 5 of 7 benchmarks, Ripon had a positive differential in the athletic conference in 1984-85. Additionally, they draw attention to the fact that Ripon has a very rewarding longevity program that can add up to \$1000 to a career teacher's salary. The Arbitrator should keep the longevity program in mind when comparing salary maximums. The only other comparable school to provide longevity is Little Chute. Based on this, they compare the benchmark percentage increases under the offers to the average of Little Chute and Hortonville. They note that the Board's offer, however, comes closer to the two settlements than does the Union's offer. No district is settling at an 8% or more increase on each benchmark. Under the Board's final offer, the seven salary schedule benchmarks would increase in a range from 6.1 to 7.2 percent or an overall average of 6.61%. This conforms to the two schools' settled overall average of 6.56%. The Board's offer is right on target of the wage rate increase being granted by the two comparable school districts for which data are available.

The Union's offer, on the other hand, exceeds the going rate by a significant amount. Under the Union's final offer, the seven salary schedule benchmarks would increase in a range from 8.3 to 8.6% or an overall average of 8.49%. Also important in their opinion is that the Board's 1985-86 offer is closer to last year's prevailing pattern than is the Union's offer. Last year the benchmark increase was 6.3% to 6.7% in Ripon.

Recognizing that there are few districts settled, the District next argues that private sector and other public sector settlements take on additional importance. In this regard, the Board submitted many documents showing that no other employee group in the area, state or the country is obtaining settlements of the magnitude of 10.0% salary increase

as the teachers are demanding in Ripon. Based on data they submitted, they believe for the most part that workers in Wisconsin and the nation have experienced about a 6% pay hike. In this case, the Board has already proposed an 8.2% pay hike.

Again, the District draws special significance from the previous year's settlement. Last year, the Board and Union settled at 8.1% on salary only. Since the economic trend is downward, the Board offer of 8.2% is closer to the mark than 10.0%. Thus, the Board submits that the Union cannot present any rational or persuasive reason why they need a larger increase than last year's voluntary settlement and that there is no reason to jump back to the double digit territory of the 1970's. The Board's offer is more reasonable when viewed in this historical context. They note that since the early 1980's, settlements have drifted around 8% and are generally downward due to the drop in the inflation rate.

They also believe since an external settlement pattern is not clear, internal settlements become an important consideration. They present data which shows salary increases for other employees in Ripon range from 4.8% to 7.14%. Thus, they conclude internal settlements favor the Board's offer.

Next, it is argued that the cost of living criteria favors the District. They contend the cost of living for the relevant contract period for which the Board and Union are bargaining shows that from July 1984 to July 1985 the CPI increased by a small 3.8%. Thus, the Board's final wage offer exceeds the CPI increase by 4.4% and the Union's final offer exceeds the CPI by 6.2%. Since the Board's offer is well above the CPI, it guarantees that teachers will not suffer reduction in spending power and will actually gain in very real terms. The Union's final offer is nearly three times the CPI rate. This is unreasonable and excessive in the Board's view. Additionally, they maintain that when an historical analysis is made of the salaries and the CPI, teachers salaries have greatly surpassed the inflation rate. A teacher in the BA lane over the past five years earning no additional credits has received a salary increase of 46.2% under the Board's final offer compared to a 18.7% increase in the CPI. A teacher in the MA lane over the past five years, earning no additional credits, has received a salary increase of 47.1% under the Board's final offer versus a 28.7% increase in the CPI.

#### IV. DISCUSSION AND OPINION

The parties both expend a great deal of energy discussing the issue of comparability. More precisely they disagree over which direction the Arbitrator should take due to the fact there are only two settlements in the athletic conference. The Union's response is to expand the comparables beyond the athletic conference. The Board's response is to encourage the Arbitrator to first limit his consideration to the settled schools in the athletic conference and second to give greater weight to the other statutory criteria. Moreover, they maintain the Union is being selective in its choice of an expanded set of comparables.

Where comparisons under criteria (d) are reliable within an accepted or appropriate set of comparables and strong inferences can be drawn, comparability has carried great weight absent clearly distinguishing circumstances. However, the lack of settled schools in the athletic conference, which has previously been accepted as the appropriate group of comparables for Ripon, is indeed a problem.

Even so, arbitrators should in deed be reluctant to expand comparables traditionally accepted or utilized by the parties. However, one justification for going beyond the normal comparable group is a dearth of settlements. Certainly, if a substantial number of athletic conference schools had settled,



the traditional group would be not disrupted. However, there are only two settlements and it is not appropriate, as a result, to totally discount the external comparability factor. To this extent the Arbitrator agrees with the Union that an expanded set of comparables may be necessary for this particular case under these particular sets of circumstances.

However, the Arbitrator also agrees with the District to some extent. The Arbitrator would agree that in the process of developing an expanded set of comparables the weight to be given to them under criteria (d) diminishes in proportion to their true reliability. If, in searching for an expanded set of comparables, the factors of geography, size, labor markets, etc. become less reliable and/or it is still difficult to draw strong inferences, either due to the lack of a pattern or other reasons, other statutory criteria become more important than they would in the face of a clear pattern among a traditional comparable set.

The Arbitrator also agrees with the District that any set of comparables should include Hortonville and that the Union set of comparables is somewhat selective. The Union did rely on this arbitrator's decision in Waupun. However, it does not necessarily follow that schools that are comparable to Waupun under the unique facts present in that case and to that district and athletic conference, are comparable to Ripon.

Thus it would seem at first glance that an expanded set of comparables would be necessary since ordinarily two settlements in the athletic conference would not be acceptable to establish a pattern. However, upon further analysis this Arbitrator is satisfied that the two settlements under these unique circumstances are a fair and reasonable indicator of what a reasonable increase is. This conclusion is based on the following.

When the Arbitrator looked at the possibilities of an expanded set of comparables, he believed it appropriate to look at all the settlements, as of the date of the hearing (the parties agreed to close the record as of that date), in schools that had rural attributes which predominantly fell within a 40-mile radius of Ripon. However, in doing so there were only four schools of similar size. They were Kewaskum, New London, Hartford and Waupun. However, Kewaskum and Hartford to a certain degree are somewhat influenced by Milwaukee. This dilutes their comparability, leaving only two schools of similar size in the area for consideration. Thus, it seemed appropriate to include a broad spectrum of schools to balance out these comparability concerns and to accommodate the concern for geographic proximity and a need to look at a similar rural economy. To avoid selectivity, the Arbitrator looked at all the settled schools within the vicinity. This was done not necessarily because they were all strictly comparable but for some kind of guidance under the comparability factor. Even this caused some problems because many of these schools are significantly smaller.

As noted earlier, the Arbitrator doesn't agree with the Board that the comparability factor goes out the window when there is a lack of settlements in the primary comparables. He did recognize however, that the degree of comparability in an expanded set might be strained. Thus, the Arbitrator reviewed settlement data for a wide variety of schools, again not for strictly comparability but for guidance. This might be termed a secondary group of comparables. Arbitrators often designate schools in primary and secondary groups. Secondary groups are usually comparable to a lesser degree and are more of a loose guideline. Such is the case here. The settled schools in rural areas within a 40-mile radius are not strictly comparable but it was initially thought they could be somewhat helpful as a guideline or group of secondary comparables.<sup>1</sup>

1. These are: GreenLake, TriCounty, Wild Rose, Almond, Westfield, Pardeeville, Lomira, Horicon, Cambria-Freesland, New London, Markesan, Randolph, Waupun, Kewaskum and Hartford.

In analyzing wage data for this broad spectrum of schools, it was discovered that the settlements in these schools tracked with surprising closeness the settlements in the limited primary group (Hortonville and Little Chute). For instance, the average per teacher settlement in the primary group was \$1871/teacher or 9.0%; it was \$1879 per teacher or 9.1% in the 15 schools in the secondary group. Nearly identical similarities were found in various benchmark analyses. For instance, benchmark increases in the secondary group were nearly identical at the BA Base, BA Max and MA Min. Only at the MA Max and Schedule Max are there any potentially meaningful differences and this is tempered by the fact several districts do not have schedules which allow benchmark comparisons at the maximums.

Thus, given the variance in comparability data between Ripon and the secondary group and yet the close similarities in the wage data between this and the primary group, it is not, in the final analysis, necessarily helpful to expand the traditional comparability group. The Arbitrator is satisfied given the similarities in primary and secondary settlement data that the two settlements in the athletic conference are as reliable an indicator of a reasonable increase for 1985-86 under criteria (d) as reasonably possible based on this record.

In determining how much of an increase is warranted one statistic which is often reviewed is the average per returning teacher increase. The following reflects a comparison of the offers on this basis in the primary comparable group.

	<u>Average Per Teacher Increase</u>	
	<u>In 1985-86</u>	<u>Over 1984-85</u>
	\$	%
Primary group (#1)	1871	9.0
Association	2082	10.0
Difference	+211	+1.0
Board	1711	8.2
Difference	-160	-.8

On a dollar basis, this measure slightly favors the Board since the Board is less divergent from the pattern than the Association.

Also relevant in determining which offer is the more appropriate, increases at the benchmarks.

Benchmark Increases  
1984/85 to 1985/86  
Primary Comparables  
vs. Final Offers (Dollars/Percent)

BA/Min      BA/Max      MA/Min      MA/MAX      Sched Max

and Schedule Max and slightly below average at the BA Max and BA Min. The greatest disparity against the average under the Board's offer is at the MA Min where their offer is \$118 less than the average. This compares favorably to the Association's offer at this benchmark which exceeds the average by +\$243, a greater margin. Thus, on the whole, the Board's offer is slightly favored on a benchmark increase basis since it is closer to the benchmarks at 3 of the 5 basic benchmarks.

On a benchmark level basis, as opposed to an increase basis, the actual benchmark figures suggest that the Board's 1985-86 offer is most consistent with the 1984-85 differentials.

Primary Comparables  
Benchmarks vs. Ripon  
1984-85 Compared to 1985-86

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sch.Max</u>
<u>1984-85</u>					
Primary	14,700	22,755	16,006	24,754	25,596
Ripon	<u>14,675</u>	<u>20,320</u>	<u>15,865</u>	<u>24,827</u>	<u>26,186</u>
Difference	-25	-2435	+141	+73	+590
<u>1985-86</u>					
Primary	15,729	24,234	17,088	26,327	27,215
Association	<u>15,890</u>	<u>22,040</u>	<u>17,190</u>	<u>26,960</u>	<u>28,450</u>
Difference	+171	-2194	+102	+633	+1235
Board	<u>15,639</u>	<u>21,774</u>	<u>16,829</u>	<u>26,440</u>	<u>27,852</u>
Difference	-80	-2460	-259	+113	+637

This data suggests that the Board offer will maintain reasonably well the 1984-85 relative benchmark differentials. There is slight slippage at the BA Min and BA Max but nothing appreciable. There are actually slight gains in the already positive differentials at the MA Max and Schedule Max. There is moderate slippage in an already negative differential at the MA Min. However, it is not as divergent as the Association's offer from the 1984-85 differentials. They seek to improve a -\$141 differential to a +\$102 differential. They also seek to improve differentials to varying degrees at the BA Min, BA Max, MA Max and Schedule Max.

Thus, the District's offer maintains Ripon's relative wage level position to Hortonville and Little Chute whereas the Association's seeks to improve it somewhat.

When this is considered along with the fact that the Board increases are more consistent with the average increases and benchmark increases in the primary comparables, on a whole the comparability factor favors the Board slightly. Moreover, there is no evidence that acceptance of the Board's offer will result in substantial slippage in already negative differentials. The Board's offer "keeps up" with the comparables in this particular case and there is no particular justification for the advancement that would likely occur under the Union's offer.

In a close call such as this, where the parties are less than \$300 apart annually per teacher, the "nod" might go to the teachers if there was evidence they had been behind under the Board's offer. However, such is not the case in this District. The Ripon teachers benchmarks were above average in 1984-85 at the BA Base, MA 9th, MA Max and Schedule Max. They were only behind \$60 per year at the BA 6th and \$171 or about \$14/month at the MA Base. The only benchmark which causes concern is the BA Max.

Having determined that the comparability factor slightly favors the Board, the Arbitrator is left to consider the offers in light of the other statutory criteria. The two most

pertinent are the interest and welfare of the public and the cost of living. Given that the Employer's offer exceeds the cost of living significantly and given that it is difficult to say that rural economies are not subject to certain problems, these two criteria also support the Employer's offer.

In view that the comparability factor slightly favors the Board, as well as the fact that the other pertinent criteria favors the Board, the final offer of the District shall be made part of the parties 1984-86 collective bargaining agreement.

AWARD

The Final Offer of the District shall be made part of the Parties 1984-86 Collective Bargaining Agreement.



Gil Vernon, Mediator/Arbitrator

Dated this 22<sup>nd</sup> day of September, 1986, at Eau Claire, Wisconsin.