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#### STATE OF WISCONSIN

NOV 28 1986

BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of a Mediation-Arbitration : between : Case 8 : No.35890 MED/ARB-3592 : Decision NO. 23268-A PRAIRIE DU CHIEN EDUCATION ASSOCIATION 1 and : : PRAIRIE DU CHIEN : AREA SCHOOL DISTRICT 1 

#### Appearances:

1

Karl Monson, Consultant, Wisconsin Association of School Boards, appearing on behalf of the Prairie du Chien Area School District.

Kenneth Pfile, Executive Director, South West Teachers United, WEAC, appearing on behalf of the Prairie du Chien Education Association.

#### Arbitration Award

On March 3, 1986 the Wisconsin Employment Relations Commission, pursuant to 111.70(4)(cm)6b of the Municipal Employment Relations Act appointed the undersigned as Mediator-Arbitrator in the matter of a dispute existing between the Prairie du Chien Education Association, hereafter referred to as the Association, and the Prairie du Chien Area School District, hereafter referred to as the District. An effort to mediate the dispute on April 10, 1986 failed. On May 28, 1986 a hearing was held at which time both parties were present and afforded full opportunity to give evidence and argument. No transcript of the hearing was made. Post hearing briefs were exchanged through the Arbitrator on July 11, 1986 and only the District chose to submit a reply brief which was received on August 4, 1986.

## <u>Background</u>

The District and the Association have been parties to a collective agreement the terms of which expired on June 30, 1985. On August 19 and September 18, 1985 the parties exchanged initial proposals on matters to be included in a new collective bargaining agreement and thereafter met on two additional occasions. Failing to reach an accord, the Association filed a petition on October 24, 1985 with the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration. After duly investigating the dispute, the WERC certified on February 7, 1985 that the parties were deadlocked and that an impasse existed.

#### Statutory Factors to be Considered

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

- d. Comparisons of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost of living.
- f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation bolidays, and excused time, insurance and
- vacation, holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment.

## Final offers of the Parties

#### The Association's Final Offer

The Association proposes to change the contractual relationship between the parties in the following manner (See Appendix A):

#### Duration

Two year agreement.

## 1985-86 Salary Schedule

The BA base salary would increase to \$14,875, an increase of \$1,075 over the BA base salary for 1984-85. In addition, the Association proposes a modification of the horizontal and vertical increments of the salary schedule structure. The horizontal increment is proposed to be an increase of 3.5% over the previous lane base while the vertical increments proposed would be 4.15%

#### 1986-87 Salary Schedule

The Association proposes to reopen negotiations over the 1986-87 salary schedule.

## The District's Final Offer

The District proposes to change the contractual relationship between the parties in the following manner (See Appendix B):

#### <u>Duration</u>

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Two year agreement.

#### Salary Schedule

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The BA base would increase to \$14,835 which is an increase of \$1,035 over the 1984-85 base salary. Each cell in the salary schedule will increase 7.5% over the 1984-85 schedule. All teachers will remain at the same step that they were on in 1984-85. Teachers newly hired in 1985-86 would be placed on the step at which they were hired.

## 1986-87 Salary Schedule

(1) Take total costs for the 1985-86 staff for contracted salaries plus STRS and health insurance.

(2) Total salary and benefits would equal amount in #1 times 1.08.

(3) First step - use the 1986-87 Health Insurance costs and apply these costs to the 1985-86 staff -- use 85-86 staff in all computations for this package.

(4) Subtract Health Insurance costs from item #2.

(5) Amount remaining would be for salary and STRS with salary amount to be a per cell increase using a percent (as in 1985-86). All teachers would again be frozen at the same salary step as for 1985-86.

Costing of the Parties' Respective Offers

## 1985-86 Final Offers

| 4                                      | Association   | District |
|--|---------------|----------|
| Salary Increase                        | 10.70%        | 7.50%    |
| Total Package Increase                 | 11.10%        | 8.07%    |
| Average Salary Increase<br>Per Teacher | ₽<br>\$2,047  | \$1,430  |
| Average Package Increas<br>Per Teacher | se<br>no data | \$1,721  |

## 1986-86 Final Offers

The District calculates that by applying the formula it has proposed total wages and benefits would increase 8%.

The Association has proposed an economic reopener for the second year of the Agreement.

## Application of the Statutory Criteria

#### I. <u>The Interests and Welfare of the Public and the Financial</u> <u>Ability of the Unit of Government to Meet the Costs of the</u> <u>Proposed Settlement</u>

First of all, although the District makes clear in its position that it is not asserting inability to pay it does, however, raise a public interest defense of its salary offer. Thus, maintains the District, "The Board cannot in good conscience agree to burden the already hardpressed taxpayer with a significant expenditure increase to cover the Association's excessive 10.07% wage increase." It argues further, "The overriding concern has to be on the <u>public's</u> difficulty 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 10.06% increases to the teachers. The Board believes that this criterion must receive more weight or at least as much weight as the comparability criterion."

Second, in further support of its position the District quotes extensively from a large number of recent Mediator-Arbitrator awards including: <u>Burlington Area School District</u>, (Arbitrator Zeidler), Decision No. 17135-A, 12/79; <u>School</u> <u>District of Kewaskum</u>, (Arbitrator Rothstein), Decision No. 19881-A, 8/82; <u>New Holstein School District</u>, (Arbitrator Yaffe), Decision No. 22898, 3/86; <u>Wittenberg-Birnamwood School District</u>, (Arbitrator Haferbecker), Decision No. 23130, 4/86; <u>Fort Atkinson</u> <u>School District</u>, (Arbitrator Krinsky), MED/ARB-3397, 6/86; <u>School District of Slinger</u>, (Arbitrator Grenig), Decision No. 22913, 5/86; <u>Colby School District</u>, (Arbitrator Kessler), Decision No. 23055, 5/86; and <u>Taylor School District</u>, (Arbitrator Gundermann), Decision No. 22927, 4/86.

Arbitrator Grenig in <u>Evansville School District</u>, Decision No. 22930-B, 4/86 very appropriately stated the line of arbitral reasoning applied in these cases when he declared:

"While the Board may have the ability to pay the Association's offer, the interests and welfare of the public are an important factor here. It is difficult to support a total compensation increase in excess of nine percent in a rural school district at a time when the equalized valuation in the District has declined and the prices received by farmers who pay a substantial portion of the District taxes have dropped. So long as a large portion of public school funding comes from local tax sources, these local economic conditions must be given considerable weight."

The Association disputes the District's contention on "public interest" citing its own arbitral authority, Arbitrator Rice in <u>District of Plum City</u> (no citation, April 18, 1986) to the effect that "It is not in the interest and welfare of the public for the arbitrator to move in the opposite direction from the pattern established in the area through collective bargaining in the absence of an inability to pay on the part of the school district." Further, the Association also maintains that the levy rates for Prairie du Chien at 8.95 are the lowest among the comparables which average 11.22. Finally, the Association quotes the District Administrator as having stated that "the per-pupil cost in the Prairie du Chien school is, and always has been, one of the lowest in the area."

#### Discussion

First, the undersigned strongly subscribes to the premise set out by Arbitrator Grenig. As Arbitrator Grenig's statement suggests, it is clear that there is a growing concern among arbitrators that the interests of the taxpaying public must be balanced with those of public employees. Proposed settlements judged excessive or unreasonable in accordance with the statutory criteria will not be awarded.

Second, as the undersigned has also stated previously (<u>Lancaster School District</u>, Decision No. 23246-A, October 1986) the basis for such arbitral judgments rests however, on the evidence and fact offered by the Parties to support their respective positions. Thus, Arbitrator Grenig in <u>Evansville</u> also expressly declares, "It is difficult to support a total compensation increase in excess of nine percent in a rural school

district at a time when the equalized valuation of the District has declined and the prices received by farmers who pay a substantial portion of the District taxes have dropped." (Emphasis added). Similar statements are to be found as well in New Holstein School District where Arbitrator Yaffe found the District's offer preferable under circumstances in which the District's tax levies were relatively high among its comparables and "at a time when the citizens in the District who are dependent upon the farm economy are experiencing such difficult economic times." In Taylor School District, Arbitrator Gundermann concluded, "The evidence indicates that this District in the conference enjoy."(Emphasis added).

The line of arbitral reasoning set out above makes clear that more than mere allegation or argument is required to sustain the assertion that an offer is excessive, unreasonable or generally not in the "public interest." In the instant case the District has admonished the Arbitrator to give predominant or at least equal weight to the public interest criterion. Yet beyond the data on levy rates together with the unrebutted statements of the District Administrator offered by the Association the record is conspicuously devoid of any factual or evidentiary basis by which a public interest criterion could be applied. Under the circumstances therefore the outcome of this dispute must turn on other statutory criteria.

# II. <u>Comparison of Wages</u>, Hours and Conditions of Employment of the Municipal Employees involved in the Arbitration Proceedings

## The Comparables to be Employed

The first matter to be resolved at this point is the selection of the relevant group of "comparables." On the one hand, the Parties are in general agreement that the primary group should be the South West Athletic Conference which is composed of the following seven school districts: Boscobel, Fennimore, Richland Center, River Valley, Riverdale, Viroqua and Prairie du Chien. Of these districts four remain unsettled for 1985-86 and three are in the second year of agreements negotiated in 1984-85: Viroqua, Fennimore and Boscobel.

Given this fact, the Association proposes several alternate sets of comparables. First, as its primary grouping it draws an arc of 60 miles established from Prairie du Chien to the farthest district in the Conference, River Valley Schools. The set would include CESA #3, the employer but would exclude those Districts in the second of two year contract terms. This procedure would generate a grouping of 15 districts for the primary set of comparables.

As its secondary set, the Association next proposes as a grouping the school districts of the Southern Eight Athletic Conference plus CESA #3 (the employer). The justification for this is that by July 1987 the South West Conference and the Southern Eight will merge to form a combined fourteen district athletic conference. The Southern Eight schools are districts of comparable size to those in the former South West Conference with the advantage that most have settled contracts for 1985-86 during the current bargaining cycle.

A grouping of all districts within the 60 mile radius including those with second year contracts would be the Association's tertiary set of comparables.

For its part the District also offers several sets of comparables. First, it would urge on the Arbitrator those of the South West Conference which are settled; that is Boscobel, Fennimore and Viroqua. As comparable group two, the District alternatively suggests the remaining school districts of CESA #3. Approximately 13 of these districts have agreements for 1985-86.

As the Arbitrator reviews the Parties' position on the "comparables" it is evident that there is a good deal of consensus. Both sides would begin with the District's own athletic conference. Both would fall back generally on CESA #3 school districts to expand the comparables groupings. In this respect, the districts of the Southern Eight Conference would also be included by both sides.

Disagreement arises however from the Association's inclusion of the CESA #3 (the employer), over several districts argued by the Association to be more closely tied to other CESA conferences and over the inclusion by the District of those districts now in the second year of two year contract.

In support of its contention that CESA #3 (the employer) belongs in whatever set of comparables accepted by the Arbitrator, the Association points out that, as a public employer the CESA #3 office

"employs certified professional staff who perform similar services, whose education and professional training are similar, and who bargain collectively under the provisions of 111.70 Wis. Stats. Indeed, its employees work side-by-side with teachers in the Prairie du Chien District, and in most of the other districts under consideration as comparables."

The District rejects the contention that CESA #3 be included in any set of comparables established. In support of this position the District relies on the award of Arbitrator Imes in <u>Dodgeville School District</u>, Decision No. 23091-A, 6/15/86. In <u>Dodgeville</u> Arbitrator Imes concluded, ". . . the differences in how CESA districts are governed (represented by a small number of school board members throughout a multi-county area), causes the CESA districts to be somewhat less similar than school districts for the purposes of school districts comparisons and should not be considered when sufficient comparables already exist."

Since the Parties are in general agreement concerning the use of the settled districts of CESA #3 the Arbitrator concludes that this will provide a sufficient number of comparables. Therefore, accepting the point raised by Arbitrator Imes above, there is no need expand the grouping to incorporate CESA # 3 (the employer).

The Arbitrator agrees with the Association, however, that those districts in the second year of two year agreements also should be given less weight and therefore will omit Platteville, Boscobel, Fennimore, Blackhawk and Viroqua. The Arbitrator's set therefore will be composed of the remaining five settled districts of the Southern Eight Conference (Dodgeville, Mineral Point, Darlington, Iowa-Grant and Southwestern) plus eight settled districts drawn from CESA #3 for comparable size and proximity: Belmont, Benton, Bloomington, Cassville, Highland, North Crawford, Seneca and West Grant.

## Application of the Comparables

The District, in using, first of all, only the three settled districts of the South West Conference contends that analysis of salary benchmark data provides the following conclusions: (1), over time, District teachers have been treated fairly and substantially without recourse to arbitration; (2) differences between the three districts and Prairie Du Chien are accentuated more by the Association's offer; (3) the District's offer maintains benchmark ratios and does so by spending less money; (4) the District's offer is closer to the dollar and percent increases of the comparables than is the Association's offer.

The District's second group of comparables were the 13 school districts it selected from CESA #3 including those in the second year of two year contracts. After extensive analysis the District concludes,

"The comparisons of the Prairie du Chien final offers with the settled schools of Cesa #3 for the 1985-86 school year indicates that the School Board's final offer keeps the School District within its historical relationship with the other schools while the Association's final offer disrupts this historical relationship by its excessive Master's columns increases."

The Association begins with its preferred set of comparables, 12 settled CESA #3 districts plus CESA #3, the employer. According to the Association the educational units for which data is available show dollar per teacher salary increases averaging \$2048 or 11.21% for 1985-86 settlements. The Association offers increases of an average of \$2042 (10.71%) while the District offer would provide an average increase of \$1431 or 7.5%. This, says the Association, is clearly out of line. The Association comes to similar conclusions when it considers its secondary and tertiary groupings.

As a second point, the Association contends that an examination of the respective offers in terms of the horizontal and vertical salary structure demonstrates that its offer recognizes the need to maintain a competitive salary structure. Summarizes the Association, "Neither offer improves the District's position in that regard, but PEA's offer comes closer to holding position."

Third, the Association presents various analyses using salary benchmark comparisons. It prefaces its discussion, however, noting that the District proposes to freeze experience increments for two years and therefore benchmark comparisons "are of less value than is normally true." The benchmark analysis itself, updated to include data from settlements at Dodgeville and Benton school districts occurring after the hearing, shows the following. The PEA offer, in percentage increase terms for 1985-86 over 84-85, is closer to the comparables on five of the seven salary benchmarks. Further, the Association also asserts that the District offer, by setting the increase per cell at 7.5%, discourages movement into the MS part of the schedule and provides less encouragement for better-educated teachers to remain in the employ of the District. This is because in comparable school districts, argues the Association, BS lanes average 7.6-7.8%, MS lanes 8.1-8.6% and schedule maximums increase on the average of 8.5%.

As an additional point of comparison the Association also calls to the Arbitrator's attention statewide average salaries as well as those for the other eleven CESA regions. In this regard the Association maintains that a three year comparison shows that PEA has been steadily losing ground since 1983-84 at every benchmark. This is true for all CESA #3 districts contends the Association. It concludes from these data that there is need for a salary catchup.

Finally, the Association expresses its concern over the District's proposed salary freeze, arguing that it would cause inequities, morale problems and would be unfair to individual employees. In its opposition, the Association cites a series of arbitral awards purporting to reject attempts to impose such freezes. Among others are <u>Chilton</u>, (Arbitrator Krinsky, no

citation, March 28, 1986); <u>Iowa-Grant</u>, Decision No. 19653-A); and <u>Baldwin-Woodville Area School District</u>, (Decision No. 19850-A. The Association concludes, stating,

"Interest arbitration is poorly suited to handling the myriad problems that can arise as a result of an increment freeze. We have learned that the parties in negotiations must carefully work out the impact of such a decision. And that can only be done, without negative impact upon teachers, district and community, if done on a voluntary basis."

## Discussion

The following tables present the Arbitrator's analysis of the Parties' salary offers for 1985-86 using the settled CESA #3 school districts as comparables.

## TABLE 1

## Ranking of Prairie du Chien School District Seven Salary Benchmarks

#### N = 11\*

|                           | BA | Base   | BA+7          | BA Max | MA Base | MA + 1 0 | MA MAX | Sch Ma | ах |
|---------------------------|----|--------|---------------|--------|---------|----------|--------|--------|----|
| 1983-84                   |    | 3      | 2             | 1      | 4       | 1        | 2      | 2      |    |
| 1984-85                   |    | 3      | 2             | 1      | 3       | 1        | 2      | 2      |    |
| 1985-86<br>Board<br>Assoc |    | 3<br>3 | <b>1</b><br>1 | 1<br>1 | 3<br>3  | 2<br>1   | 1<br>1 | 2<br>2 |    |

\*No historical data provided for Benton and Dodgeville.

## TABLE 2

Deviation from Dollar Average, Settled CESA #3 Districts

#### N≈11\*

|                           | BA Base      | BA+7         | BA MAX         | MA Base      | MA+10          | MA Max         | Sch Max        |
|---------------------------|--------------|--------------|----------------|--------------|----------------|----------------|----------------|
| 1984-85                   | +307         | +880         | +3109          | +469         | +1573          | +3037          | +2544          |
| 1985-86<br>Board<br>Assoc | +342<br>+382 | +923<br>+990 | +3376<br>+3479 | +397<br>+509 | +1456<br>+1585 | +3033<br>+3170 | +2473<br>+2857 |

\*No historical data for Benton and Dodgeville

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## TABLE 3

## Dollar and Percent Increases, Settled CESA #3 Districts

## 1985-6 Over 1984-85

#### N=13\*

| ВА                                       | Base        | BA+7        | BA MAX      | MA Base     | MA+10       | MA Max      | Sch Max     |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Group<br>Dollar Ave<br>Percent Inc       | 1000        | 1247        | 1369<br>7.4 | 1194<br>8.1 | 1652<br>8.5 | 1785<br>8.4 | 1893<br>8,5 |
| Board Offer<br>Dollar Inc<br>Percent Inc | 1035<br>7.5 | 1292<br>7.5 | 1634<br>7.5 | 1143<br>7.5 | 1571<br>7.5 | 1810<br>7.5 | 1856<br>7.5 |
| Assoc Offer<br>Dollar Inc<br>Percent Inc | 1075<br>7.8 | 1359<br>7.9 | 1737<br>8.0 | 1255<br>8.2 | 1700<br>8.1 | 1947<br>8.1 | 2240<br>9.1 |

\*Includes Benton and Dodgeville.

The salary benchmark analysis presented above reveals several different tendencies. First, in Table 1, neither salary offer changes the position held by the Prairie du Chien School District in CESA #3 rankings in any significant manner from 1984-85. The two sets of offers leave four of the seven salary benchmark rankings unchanged, improves two rankings equally and on one benchmark the Board's offer drops the ranking one position while the Association offer makes no change.

Second, Table 2 indicates that the Board's offer approximates most closely the salary average benchmarks for CESA #3 settlements at five of the seven levels. This result would favor the District offer.

Finally, from Table 3 we see that the dollar increases which result from the Board's offer are closer to the settlement averages for four of the seven salary benchmarks while the Association's offer is closer on four of the seven benchmarks when the percentage increases are considered. Thus, as with Table 1, here we have no clearcut "winner". Only with Table 2 do we have a basis to differentiate the two salary offers. Under normal circumstances the District would therefore get the nod by a slim margin. However, the instant dispute deviates from the typical case by virtue of the fact that the District's offer would freeze in step all teaching staff for the two year duration of the contract. The Association has argued that salary benchmark comparisons which otherwise can be determinative are not as useful given the proposed increment freeze. The Arbitrator agrees and therefore before a final judgement is made on the salary offers for 1985-86 the impact of this element of the District's offer must be evaluated.

On the one hand, one means to assess the extent to which the District's position on freezing experience increments is by reference to the extent to which like school districts have voluntarily adopted such measures. Examination of the evidence placed in the record reveals that only two districts in the CESA #3 region have done so for 1985-86: Viroqua and Platteville. As a general matter, the practice of freezing teachers in position is clearly not a widespread or frequent practice.

Another basis by which this issue can be considered is to analyze the CESA #3 comparables set in terms of the dollar and percent cost of salary increases for 1985-86 over 1984-85. We have done this in Table 4 below.

#### TABLE 4

Comparison of CESA #3 Settlements, 1985-85 by Salary Dollars per Returning Teacher and Percent Increase

N = 9 \*

| School District   | Dollar Inc.   | % Inc.  |
|---|---|---|
| Belmont<br>Benton<br>Bloomington<br>Cassville<br>Darlington<br>Dodgeville<br>Iowa-Grant<br>North Crawford<br>Seneca | \$ 1762<br>1469<br>1920<br>1963<br>2153<br>1976<br>1996<br>1993<br>2193 | 10.24<br>7.98<br>10.93<br>11.67<br>11.73<br>10.63<br>10.41<br>10.6<br>12.03 |
| Group Average<br>Prairie du Chien<br>Board<br>Association   | 1936<br>1430<br>2047  | 12.05<br>10.69<br>7.5<br>10.7   |

\*No data on Highland, Mineral Point, Southwest, West Grant.

The group average for the CESA #3 settlements for which we have data is \$1936 per teacher or 10.69 percent increase. This compares with the Board's offer of \$1430 (7.5%) and \$2047 (10.7%) for the Association. On its face the Association's salary offer for 1985-86 is almost exactly on the group average while the District's is significantly below. Clearly a departure of such magnitude from its comparables requires justification. However, the District has chosen not do so on an evidentiary basis. It maintains merely that a voluntary freeze was negotiated in 1984-85 and it attempted to do likewise for the two years under contention here. In addition, the District labels as speculative and subjective the Association's assertion that such a freeze would cause "inequities", "morale problems" and "be unfair."

The Arbitrator accepts the position that substantial changes in the status quo between the Parties should not be ordered by an arbitrator without sufficient and good reason. As the facts indicate such freezes are not prevalent in the District's geographical area. Moreover, the District has made no argument that without the freeze there would be serious repercussions for the administration of the District or its financial health. On the other hand, the inequities of an increment freeze are certainly more substantial than the District contends. Under the circumstances the undersigned is unpersuaded that this issue is not a matter best considered through further negotiation. Therefore, on this point, the Association's position is to be preferred.

## III. The Cost of Living Criterion

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The Board calculates that during the period July 1, 1985 to May 28, 1986 the cost of living as measured by the Consumer Price Index of the U.S. Department Labor increased 0.4 percent. It then states that "it is obvious that the total increase offered by the School District (8.07% - See Board Exhibit No. 3) is above that required to keep even with the Consumer Price Index. The Association's final offer can only be termed excessive and unjustified by comparison."

The general line of arbitral reasoning, to which the undersigned subscribes, is that the cost of living measure considered most significant is that established through the settlements of comparable school districts. The record contains no evidence that inflationary pressures are greater or less within the Prairie du Chien School District than elsewhere in the geographical region considered here. And, the District has not sought to argue that such was the case.

## 1986-87 Salary Schedule

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The Association's final offer for the second year of the proposed contract contains a salary reopener clause while that for the District would apparently provide for an increase of 8 percent in the total economic package by means of a complex formula. The Association argues that there are few settlements for 1986-87 in the entire state and none in Southwest Wisconsin. In light of changes in 111.70 Wis. Stats. affecting contract duration and given the lack of settlements the Association concludes that salary should be left open for negotiation.

The Association also challenges the formula proposed by the District as making difficult the verification of calculations and of being ambiguous in the manner of costs to be employed. In rejecting the District's approach, the Association argues, "It is not possible to know or even guess realistically what 1986-87 salaries will be under the District's offer. The number of variables is such that there are wide variances in the possible result."

The District counters that the formula is clear with regard to the costing method to be used and the distribution of amounts which appear to be missing. In its concluding statements the Board believes that the formula will result in a more reasonable economic package and ultimately more money for the District's teachers than they received in 1985-86.

The Arbitrator has no reason to prefer one or the other of the two offers for 1986-87. The District's salary and benefit formula, while complex, does not appear to be unfair or inappropriate on its face. On the other hand, given the lack of settlements there is no way to judge whether an 8 percent package is reasonable or not. On balance, the Arbitrator believes that this particular issue should have little bearing on the outcome of the dispute.

#### Summary

In all save one respect, the salary offers of the Parties can be judged as nearly equivalent. The changes which the offers would entail in the salary structure would not materially affect the District's compensation position vis-a-vis comparable districts in the area. If all other things were equal, by a very small margin the District's offer would be preferred. However, the condition of ceteris paribus does not rule here and the offers are in fact marked by one major difference: i.e., the District's proposal to freeze in step its teachers for the duration of the two year contract. There is little precedence for this in the region. Moreover, while the salary structure itself would continue to maintain its comparable position the District's teachers would not. The District provides no reasonable grounds by which such an outcome could be justified.

In light of the above discussion and after careful consideration of the statutory criteria enumerated in Section

111.70 (4)(cm)7 <u>Wis. Stat.</u> the undersigned concludes that the Association's final offer is to be preferred and on the basis of such finding renders the following:

## AWARD

The final offer of the Association together with prior stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1985 and extending through June 30, 1987.

Dated at Madison, Wisconsin this 24 day of November, 1986.

Richard Ulric Miller, Arbitrator

#### APPENDIX A

## RECEIVED

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Junu my al, 1986

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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

- 1. The Frairie du Chien Education Association accepts all tentative agreements reached during the 1085-86 negotiation. The iters are specifically, those accurented and referred to the Wisconsin
- Employment Helstions Commission in a petition dated October 23, 1985.
- 2. The Frairie du Onien Education Association proposes that all Language areas of the Gollective Long inin. Agreement Le effective through the 1986-87 pehool veum, and no Compaining Le done on exacting on real rate of the la
- 3. In: Francis - Chick constitut associate in troposes of the rest alreatent of order for the conject second point of the following constitute

#### "EA 85-6 SALARY PROPOSAL: 12/19/85

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| TEP  | <del>B</del> S | B\$+12 | 8S+24 | MS    | MS+12 |
|------|----------------|--------|-------|-------|-------|
| 1.0  | 14875          | 15396  | 15934 | 16492 | 17069 |
| 2.0  | 15492          | 16035  | 16596 | 17177 | 17778 |
| 3.0  | 16110          | 16673  | 17257 | 17861 | 18486 |
| 4.0  | 16727          | 17312  | 17918 | 18545 | 19195 |
| 5.0  | 17344          | 17951  | 18580 | 19230 | 19903 |
| 6.0  | 17962          | 18590  | 19241 | 19914 | 20611 |
| 7.0  | 18579          | 19229  | 19902 | 20599 | 21320 |
| 8.0  | 19196          | 19868  | 20563 | 21283 | 22028 |
| 9.0  | 19814          | 20507  | 21225 | 21968 | 22736 |
| 10.0 | 20431          | 21146  | 21886 | 22652 | 23045 |
| :1.0 | 21048          | 21785  | 22547 | 23336 | 24153 |
| 12.0 | 21665          | 22424  | 23209 | 24021 | 24862 |
| 13.0 | 22283          | 23063  | 23870 | 24705 | 25570 |
| 14.0 | 22900          | 23702  | 24531 | 25390 | 26278 |
| 15.0 | 23517          | 24340  | 25192 | 26074 | 26987 |

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## APPENDIX B

#### 1985-1986

| SALARY SCHEDULE |       |        |        |       |        |  |  |
|-----------------|-------|--------|--------|-------|--------|--|--|
|                 | BS    | BS +12 | BS +24 | MS    | MS +12 |  |  |
| 1               | 14835 | 15273  | 15767  | 16380 | 17046  |  |  |
| 2               | 1544B | 15918  | 16412  | 17062 | 17729  |  |  |
| 3               | 16061 | 16563  | 17057  | 17745 | 18412  |  |  |
| 4               | 16673 | 17208  | 17702  | 18428 | 19094  |  |  |
| 5               | 17286 | 17853  | 18347  | 19110 | 19777  |  |  |
| 6               | 17899 | 18498  | 18992  | 19793 | 20459  |  |  |
| 7               | 18512 | 19143  | 19637  | 20476 | 21142  |  |  |
| 8               | 19124 | 19788  | 20282  | 21158 | 21825  |  |  |
| 9               | 19737 | 20433  | 20927  | 21841 | 22507  |  |  |
| 10              | 20350 | 21078  | 21572  | 22523 | 23190  |  |  |
| 11              | 20963 | 21723  | 22217  | 23206 | 23873  |  |  |
| 12              | 21575 | 22368  | 22862  | 23889 | 24555  |  |  |
| 1 🗇             | 22188 | 23013  | 23507  | 24571 | 25278  |  |  |
| 14              | 22801 | 23658  | 24152  | 25254 | 25920  |  |  |
| 15              | 23414 | 24303  | 24797  | 25937 | 26603  |  |  |

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The above salary schedule represents a 7.5% increase per cell on the 1984-85 schedule. All teachers will remain at the same step that they were on in 1984-85 (in the case of newly hired teachers at the step they were hired at) for the 1985-86 school year. Full STRS & Health Ins. brings this years package to .0807.

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## 1986-1987 SALARY SCHEDULE AND BENEFITS

The 1986-87 salary schedule will be determined in the following manner:

- 1. Take total costs for 1985-86 staff for contracted salaries + STRS and Health Insurance.
- 2. Total salary and benefits would equal amount in #1 x 1.08%.
- 3. First step use the 1986-87 Health Insurance costs and apply these costs to the 1985-86 staff - use 85-86 staff in all computations for this package.
- 4. Subtract Health Insurance costs from item #2.
  5. Amount remaining would be for salary and STRS with salary amount to be a per cell increase using a percent (as in 85-86). All teachers would again be frozen at the same salary step as for 1985-86.

#### EXAMPLE

Assuming total package in 85-86 is \$1,970,369 x 1.08 = \$2,127,999

Assume Health Insurance costs increase 5% -1.05 x 138,120 = 145,026 1985-86 Salaries of 1,733,935 x 1.0785----- 1,870,049 STRS = .06 x 1,870,049----- 112,203

Total package = .0796-----\$2,127,278