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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter Of The Petition Of:

SIREN SCHOOL DISTRICT

To Initiate Mediation/Arbitration
Between Said Petitioner

Decision No. 23282-A

-and-

SIREN EDUCATION ASSOCIATION

Appearances: Barry Delaney, Executive Director, for the Association
Kathryn J. Prenn, Attorney at Law, for the Employer

Siren School District, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the Siren Education Association, hereinafter referred to as the Association, in their collective bargaining and it requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material herein the Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all full time and regular part time teaching personnel including classroom teachers, librarians and guidance counselors but excluding substitutes and per diem teachers, support staff such as nurses, health aides, practice teachers, interns, teacher aides, office and clerical employees and food service and custodial employees, managerial, supervisory and confidential employees. The Employer and the Association have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the bargaining unit that expired on August 19, 1985. On February 23, 1985 the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. The parties met on five occasions in efforts to reach an accord but were unsuccessful. After the Employer filed the petition requesting the mediation/arbitration, a member of the Commission staff conducted an investigation that reflected that the parties were deadlocked in their negotiations. On February 6, 1986 the parties submitted their final offers to the Commission.

The Commission ordered that mediation/arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. On February 27, 1986 the Commission was advised by the parties that they had selected a mediator/arbitrator. On March 4, 1986 the Commission appointed Zel S. Rice II as the mediator/arbitrator to endeavor to mediate the issues in dispute, and should such endeavor not result in a resolution of the impasse between the parties, issue a final and binding award to resolve the impasse by selecting either the total final offer of the Employer or the total final offer of the Association.

A mediation session was conducted at Siren, Wisconsin on May 12, 1986. After a lengthy period of mediation, neither the Employer nor the Association was able to make a proposal that was acceptable to the opposing party and the mediation phase of the proceedings was closed. Immediately thereafter, the arbitration phase began and both parties were given an opportunity to present evidence.

The final offer of the Association, attached hereto and marked Exhibit A, proposed that all after hour extra duties assigned to teachers be reimbursed at the rate of \$10.70 per duty with the exception of chaperoning buses and dances which would be reimbursed at the rate of \$21.40 per duty. Buses to Frederick and Webster would be reimbursed at the rate of \$16.05 per duty. It proposed that the pay for teaching summer school be increased to \$1,070.00 for 30 half

days and that the cost of up to \$133.75 plus substitute be paid by the Employer for each teacher granted a leave of two working days to attend an educational conference. The Association's final offer also proposed that the salary schedule be increased by 7% in each cell. The format of the salary schedule would remain the same and the BA base would be \$15,763.00 and the MA plus 24 at the 14th step would be \$27,554.00.

The final offer of the Employer proposed a one year collective bargaining agreement. It proposed a salary schedule that increased the BA base from \$14,732.00 to \$15,322.00. Each experience increment of the BA lane of the salary schedule would be increased by \$540.00 and a teacher with a BA degree and 12 years of experience would receive a maximum salary in that lane of \$21,802.00. The BA plus eight lane of the salary schedule would be increased by \$600.00 at the zero experience step and the experience increment would be \$560.00 each year to the 12 year experience maximum of \$22,343.00. The percentage increase at the BA plus eight maximum would be 3%. The BA plus 16 beginning step would be increased by \$610.00 to \$15,926.00 and the experience increment would be \$580.00 for each year of experience up to the 13th year when the maximum salary would be \$23,466.00. The BA plus 24 beginning step would be increased by \$620.00 to \$16,227.00. There would be an annual experience increment of \$600.00 up to 13 years and the maximum BA plus 24 salary would be \$24,027.00. The MA beginning step would be increased by \$630.00 to \$16,529.00 and there would be an experience increment of \$620.00 each year for 14 years with a maximum MA step of \$25,209.00. The MA plus eight beginning step would be increased by \$640.00 to \$16,830.00 and there would be an experience increment of \$640.00 for each year of experience up to a maximum of 14. The maximum MA plus eight salary would be \$25,790.00. The MA plus 16 beginning step would be increased by \$650.00 to \$17,132.00 and there would be an experience increment of \$660.00 per year for each year of experience up to a maximum of 14. The MA plus 16 maximum salary would be \$26,732.00. The MA plus 24 beginning salary would be increased by \$660.00 to \$17,433.00. There would be an experience increment of \$680.00 per year up to a maximum of 14 years experience and the maximum MA plus 24 salary of \$26,953.00 would be reached. The Employer proposed to increase all extracurricular rates by 4% and the compensation for after hour extra duties and summer school assignments would be increased by 4%. The proposal would increase the wage rate for leaves by 4%.

The basic difference between the two proposals is that the Association would increase all salaries, extra duty assignments, summer school work, and conference leave pay by 7% and the Employer would increase extra duty assignments, summer school work, and conference leave by 4%. The Employer's salary increase would be 4% at the BA base but the percentage increase would be less than 4% at the higher experience steps of the BA, BA plus eight, BA plus 16, BA plus 24, and MA lanes. In the MA plus eight, MA plus 16 and MA plus 24 lanes the experience step would increase to a maximum of slightly more than 4%.

The Employer's cost for extracurricular positions for the 1984-85 school year was \$15,502.00. The Association's proposal would result in a cost of \$14,763.00 for the 1985-86 school year while the Employer's proposal would have a total cost of \$14,347.00. The Employer's 1984-85 salary cost for 36.68 full time equivalent teachers was \$755,103.00. The Association's percent per cell proposal would increase the salary costs to \$820,051.00 and that is an 8.6% increase. The Employer's proposal would increase its salary costs to \$792,814.00 which is an increase of 5%. The Employer's 1985-86 staff is now 38 full time equivalent teachers so the actual cost of the Association's proposal would be \$839,251.00 while the actual cost of the Employer's proposal would be \$811,459.00. 26.88 full time equivalent teachers in the 1984-85 school year were in the BA lanes while 9.8 full time equivalent teachers were in the MA lanes. In the 1985-86 school year 29.7 full time equivalent teachers were in the BA lanes and 8.3 full time equivalent teachers were in the MA lanes.

The Village of Siren, the Township of LaFollette, and the Township of Siren make up 77.22% of the total land included in the school district. That land constitutes \$63,980,000.00 of equalized valuation. The remaining land included

in the school district includes parts of the Townships of Daniels, Lincoln, Meenon, and Sand Lake and they have an equalized valuation of \$18,870,000.00. The total equalized valuation of the school district is \$82,850,000.00. \$15,140,000.00 of the property, or 18.27%, is agricultural and \$19,970,000.00, or 24.1%, consists of forests. 869 people in the school district are employed and 58 of them are in agriculture. 220 people are engaged in manufacturing and 388 are engaged in service industries. The remaining people in the school district are employed in education, construction and public administration. The Employer's school district has a total population of 2,724 people and it is entirely rural. 115 people live on farms and 550 people in the school district are of school age.

Beginning in the 1979-80 school year and continuing through the 1984-85 school year, all salary schedules were increased by a fixed percentage amount for each cell of the salary schedule. On May 6, 1986 the Employer reached a two year agreement with its non-teaching personnel that provided 1985-86 increases ranging from 6% to 10½% with an average of 6.9% and 1986-87 increases ranging from 6% to 9.5% with an average of 6.7%. The Employer also agreed to pay the increase of 1% in the employee's contribution to the retirement system.

The Association relies upon a comparable group consisting of the school districts of Birchwood, Bruce, Cameron, Clayton, Clear Lake, Flambeau, Lake Holcombe, New Auburn, Northwood, Prairie Farm, Shell Lake, Siren, Turtle Lake, Weyerhaeuser, and Winter, hereinafter referred to as Comparable Group A. In the 1975-76 school year those school districts had full time equivalent faculties ranging from a low of 20.6 teachers at Weyerhaeuser to a high of 63.1 teachers at Flambeau. By the 1984-85 school year the full time equivalent teachers in those school districts ranged from a low of 23 at Weyerhaeuser to a high of 52.21 at Bruce. There has been a decline in the number of teachers in all school districts in Comparable Group A except Birchwood, Lake Holcombe, Northwood and Weyerhaeuser. In the 1975-76 school year the enrollments in the school districts in Comparable Group A ranged from a low of 309 at Birchwood to a high of 917 at Bruce. In the 1984-85 school year the enrollments at the school districts in Comparable Group A ranged from a low of 233 at Weyerhaeuser to a high of 800 at Bruce. The enrollment in all of the school districts except Cameron has declined.

The state aid per pupil in Comparable Group A for the 1975-76 school year ranged from a low of \$1,177.00 at Bruce to a high of \$1,682.00 at Turtle Lake. The Employer's 1975-76 state aid per pupil was \$1,352.00. In the 1984-85 school year the state aid per pupil in Comparable Group A ranged from zero at Birchwood to a high of \$1,876.00 at Flambeau and the Employer received \$1,272.00 per pupil. The cost per pupil in Comparable Group A during the 1975-76 school year ranged from a low of \$1,201.83 at Bruce to a high of \$1,722.70 at Turtle Lake. The Employer's cost per pupil in the 1975-76 school year was \$1,340.44. In the 1984-85 school year the cost per pupil in Comparable Group A ranged from a low of \$2,767.11 at Bruce to a high of \$4,303.82 at Birchwood. The Employer's cost per pupil was \$3,087.59. Between the 1975-76 school year and the 1984-85 school year the cost per pupil at the various school districts in Comparable Group A had increases ranging from 79% at Turtle Lake to 191% at Birchwood. The Employer's cost per pupil increased by 130%.

Ten school districts in Comparable Group A have settlements for the 1985-86 school year. On a weighted basis the average percentage increases ranged from 7.2% for the BA minimum salaries to 8.1% for the schedule maximum salaries. The average dollar increases ranged from \$1,045.00 for the BA minimum salaries to \$1,968.00 for the schedule maximum. On an unweighted basis the average percentage increases ranged from a low of 6.8% for the BA minimum to a high of 7.7% for the schedule maximum and the average dollar increase in wages per teacher ranged from \$983.00 for the BA minimum to \$1,851.00 for the schedule maximum.

Ten of the school districts in the Comparable Group A have reached agreement on increases in salaries for extracurricular activities for the 1985-86 school year. The increases ranged from a low of 5% at Clayton to

increases of as much as 11.4% at Minong. Four school districts in Comparable Group A have bargained the salaries for extra duty assignments for the 1985-86 school year and the increases ranged from a low of 5% to as high as 28.7%. Six of the school districts in Comparable Group A have bargained summer school salaries and the increases ranged from a low of 5% at Clayton to 15.9% at Clear Lake. The 1985-86 settlement in the Clayton school district was negotiated while it was giving lay offs to a large number of teachers. The full time equivalent faculty in the 1984-85 school year was 20.84. There was a reduction in staff of 1.59 full time equivalent teachers for the 1985-86 school year.

The Association relies on another comparable group, hereinafter referred to as Comparable Group B, consisting of 48 school districts in the northwest corner of Wisconsin. These school districts fall within four different Cooperative Educational Service Agencies. All but eight of those 48 school districts reached agreements with their teachers for the 1985-86 school year that provided percent per cell increases. On a weighted basis, the average percentage increases ranged from 6.8% for the BA maximum to 7.5% for the schedule maximum and the average dollar increase per teacher ranged from \$1,034.00 for the BA minimum to \$2,053.00 for the schedule maximum. On an unweighted basis the average percentage increase per teacher ranged from 6.8% at the BA maximum to 7.6% at the schedule maximum and the average dollar increase ranged from \$1,008.00 for the BA minimum to \$1,967.00 at the schedule maximum. In the eight school districts in Comparable Group B that did not agree to percent per cell increases for the 1985-86 school year, the average percentage increase on a weighted basis ranged from 6.5% at the BA minimum to 8.1% at the schedule maximum and the average dollar increase ranged from \$945.00 at the BA minimum to \$2,039.00 at the schedule maximum. On a weighted basis those increases ranged from a low of 6.4% for the BA minimum, BA maximum and BA seventh step to a high of 7.9% at the schedule maximum and the average dollar increase ranged from \$932.00 at the BA minimum to \$1,946.00 at the schedule maximum.

194 school districts in the State of Wisconsin have reached agreement with their teachers for the 1985-86 school year. On a weighted basis the average percentage increase ranged from 6.7% for the BA maximum and MA maximum to 8% for the MA tenth step and the average dollar increases ranged from a low of \$1,137.00 at the BA minimum to a high of \$2,054.00 at the schedule maximum. On an unweighted basis the average percentage increase for the 194 settlements reached in Wisconsin ranged from a low of 6.8% for the BA maximum and MA maximum to a high of 7.8% at the MA minimum and the average dollar increases ranged from a low of \$1,112.00 at the BA minimum to a high of \$1,917.00 at the schedule maximum.

The Carnegie Foundation for the Advancement of Teaching issued a report in September of 1983 stating that talk about recruiting better students into teaching without first examining the current circumstances discouraging teachers is simply diversion. It contended that the push for excellence in education must begin by confronting conditions that drive good teachers from the classrooms in the first place. The Merit Pay Task Force of the U.S. House of Representatives Committee on Education issued a report that school districts must raise the basic pay of teachers. It stated that unless that was done, other steps would have limited impact. The Wisconsin Superintendent of Schools Task Force on Teaching and Teacher Education issued a report in January of 1984 stating that Wisconsin should adopt a minimum salary of \$20,000.00 for professional teachers. The report gave details on how much the starting salaries of teachers lagged behind the starting salaries of other college graduates. Other reports including the 1985 Endicott report issued by the Northwestern University Placement Center indicate that the starting salaries for Wisconsin teachers lag far behind the starting salaries received by other college graduates.

The Employer's final offer proposes a salary cost of \$792,814.00 which is an increase of \$37,531.00 or 4.97% over its 1984-85 salary cost. The average increase in salary per teacher resulting from the Employer's proposal would be \$1,023.20 per year. Extracurricular pay would increase by 4% to \$24,370.00 and

extra duty pay would increase by 4.97% to \$1,617.00. Total salary cost would be \$818,801.00. The Employer's health insurance cost for the 1985-86 school year was \$71,100.00 and the dental insurance cost was \$16,182.00. The long term disability insurance premium was \$4,202.00 and contributions to the state retirement system would be \$98,256.00. The Employer's FICA tax would be \$58,135.00 making the total cost of its final offer \$1,066,676.00. The Employer's 1984-85 total cost were \$1,400,234.00. The increase in the Employer's total compensation cost resulting from its proposal would be \$62,442.00 or 6.22%. The Employer's proposal would result in an average increase in cost per teacher of \$1,702.34.

The Association's final offer would result in a salary cost for the 1985-86 school year of \$820,051.00. This would result in an increase of 8.58% over the Employer's 1984-85 salary cost of \$755,283.00. The average increase in salary per teacher resulting from the Association's proposal of an increase of 7% per cell would be \$1,765.76. The Association's proposal would result in an increase in extracurricular pay of 7% for a total of \$25,073.00 and an increase in extra duty pay of 8.58% for a total of \$1,672.00. The total salary cost would be \$846,796.00. Health insurance premiums totaling \$71,100.00, dental insurance premiums totaling \$16,182.00, long term disability insurance premiums totaling \$4,346.00, state teacher retirement system contributions of \$101,616.00 and FICA taxes of \$60,123.00 make the total cost of the Association's final offer \$1,100,160.00. That is an increase of \$95,929.00 or 9.55% over the Employer's 1984-85 teacher compensation cost of \$1,004,234.00. The average increase in cost per teacher resulting from the Association's final offer would be \$2,615.29.

The Employer considers the 15 school districts in the Lakeland Athletic Conference making up Comparable Group A as the proper comparable group. The Employer's BA minimum salary proposal of \$15,322.00 for the 1985-86 school year would rank ninth in Comparable Group A and the Association's proposal of \$15,763.00 would rank second. The Employer's BA maximum proposal for the 1985-86 school year of \$21,802.00 would rank 11th in Comparable Group A and the Association's proposal of \$22,698.00 would rank fifth. The Employer's MA minimum proposal of \$16,529.00 for the 1985-86 school year would rank seventh in Comparable Group A while the Association's proposal of \$17,012.00 would rank fourth. The Employer's MA maximum salary for the 1985-86 school year of \$25,209.00 would rank seventh in Comparable Group A while the Association's proposal of \$25,975.00 would rank fourth. The Employer's 1985-86 schedule maximum proposal of \$26,953.00 would rank fourth in Comparable Group A while the Association's proposal of \$27,554.00 would rank second.

The extracurricular pay for a football head coach in Comparable Group A ranges from a low of \$1,257.00 at Shell Lake to a high of \$1,875.00 at Clear Lake and Turtle Lake and the average is \$1,605.00. The Employer proposes a salary of \$1,623.00 which would rank sixth and the Association proposes \$1,670.00 which would rank sixth. The football assistant coach salary in Comparable Group A ranges from a low of \$831.00 at Clayton to a high of \$1,250.00 at Turtle Lake and the average is \$1,033.00. The Employer proposes a football assistant coach salary of \$1,219.00 that would rank third in Comparable Group A and the Association's proposal of \$1,254.00 would rank first in Comparable Group A. The 1985-86 salaries for the varsity coach of boys track in Comparable Group A range from a low of \$757.00 at Birchwood to a high of \$1,250.00 at Turtle Lake and the average is \$951.00. The Employer proposes a salary of \$1,138.00 for the varsity coach for boys track and that would rank fourth in Comparable Group A. The Association proposes a salary of \$1,171.00 and that would rank third in Comparable Group A. Bruce and Clear Lake are the only schools in Comparable Group A that have reached agreement and have assistant coaches for boys track. They agreed on \$625.00 at Clear Lake and \$747.00 at Bruce. The Employer proposes that the salary of the assistant coach for boys track should be \$731.00 and that would rank second in Comparable Group A. The Association proposes a salary of \$752.00 and that would rank first in Comparable Group A. The pay for a volleyball head coach in Comparable Group A ranges from a low of \$906.00 at Clayton to a high of \$1,875.00 at Clear Lake and

the average is \$1,358.00. The Employer proposes to pay the head volleyball coach \$1,300.00 for the 1985-86 school year and that would rank seventh in the comparable group. The Association proposes a salary of \$1,338.00 for the volleyball coach and that would rank seventh in the comparable group. The 1985-86 salary for an assistant volleyball coach in Comparable Group A ranges from a low of \$604.00 at Clayton to a high of \$1,198.00 at Lake Holcombe and the average is \$883.00. The Employer proposes a 1985-86 salary for the assistant volleyball coach of \$974.00 and the Association proposes \$1,003.00. Either proposal would rank fourth in the comparable group. The 1985-86 junior high boys basketball coach salaries in Comparable Group A range from a low of \$378.00 at Clayton to a high of \$1,222.00 at Lake Holcombe and the average is \$694.00. The Employer proposes a junior high boys basketball coach salary of \$650.00 and that would rank eighth in the comparable group. The Association proposes a salary of \$669.00 and that would rank seventh in the comparable group. Turtle Lake, Winter and the Employer are the only schools in Comparable Group A that have junior high class advisors. Winter has reached agreement on a 1985-86 junior high class advisor of \$100.00. Turtle Lake is in mediation/arbitration and the school district has proposed a junior high class advisor salary of \$625.00 and the teachers are asking for \$688.00. The Employer proposes a 1985-86 junior high class advisor salary of \$243.00 and the Association proposes \$250.00. Either proposal would rank second among the three schools. Seven schools in Comparable Group A have senior high council advisors and four of the schools have reached agreement on 1985-86 salaries ranging from a low of \$125.00 at Winter to a high of \$291.00 at Northwood. Prairie Farm, Turtle Lake and the Employer are in arbitration. The Employer proposes a senior high council advisor salary for 1985-86 of \$163.00 and the Association proposes \$168.00. Either proposal will rank sixth in Comparable Group A among the seven schools that have senior high council advisors. The 1985-86 band directors salaries in Comparable Group A range from a low of \$464.00 at Flambeau to a high of \$1,244.00 at Bruce and the average is \$939.00. The Employer proposes a 1985-86 band director salary of \$974.00 and the Association proposes \$1,003.00. Either proposal would rank seventh in Comparable Group A. The 1985-86 cheerleading advisor salaries in Comparable Group A range from a low of \$225.00 at Cameron to a high of \$882.00 at Lake Holcombe and the average is \$523.00. The Employer proposes a cheerleading advisor salary for the 1985-86 school year of \$323.00 and the Association proposes \$333.00. Either proposal would rank 11th in Comparable Group A.

The Employer has reached agreement with its secretaries, cooks, custodians and aides for the 1985-86 school year and there is a tentative agreement on a 6% increase although some cooks will receive 8% and the handicapped aide will receive 8 1/2%. The Village of Siren gave its employees no increases in 1986. Burnett County gave its courthouse and social services employees 4% increases in 1985 and in 1986 they received 1.9% on January 1st and another 2% on July 1st. The highway employees received a 4% increase on July 1, 1984, another 2% on July 1, 1985, and 1.6% in 1986. Law enforcement employees received 4% increases in 1985 and they have not reached agreement on 1986 salaries.

The Bureau of Labor Statistics reported that 56% of the 283,000 employees covered by major collective bargaining contracts agreed upon in January, February, and March of 1986 settled for wage freezes this year and another 7% accepted pay cuts. In 1985, more than one-third of the 2.2 million workers covered by 487 settlements accepted either first year wage freezes or pay decreases in 1985. The two-thirds of the union workers who won raises had first year increases averaging 4.2%. The U.S. City Average All Urban Consumer Price Index increased from 313.0 in August of 1984 to 323.5 in August of 1985. That was a 3.45% increase. The U.S. City Average Urban Wage Earners and Clerical Workers Consumer Price Index increased from 310.3 in August of 1984 to 319.6 in August of 1985 and that was an increase of 3%.

The unemployment rate in Burnett County was 10.1% in January of 1985 as compared to a state average of 8.2%. The 1985 average rate of unemployment in Burnett County was 7 1/2% compared to a state wide average of 7%. The unemployment rate in Burnett County for January of 1986 was 12.1% compared to the state

average of 8.6%. Burnett County had a per capita income in 1980 of \$5,021.00 as compared to the state wide average of \$7,243.00. Its population in 1970 was 9,276 and in 1980 it was 12,340. That was an increase of 33%. The entire population of Burnett County is classified as rural. The 1984 population of the Employer's school district was 4,442 and it had an equalized valuation of \$81,850,898.00. The school district levy that year was \$1,012,382.00. In 1986 the Employer's school district has property with an equalized valuation of \$82,844,135.00 and the tax levy is \$1,374,579.00. It will receive an estimated tax credit of \$119,235.00, giving it a net levy of \$1,255,347.00. This is a 24% increase over the 1985 levy. The Wisconsin Department of Public Instruction estimates that the Employer's 1986-87 total aid will decline by \$42,142.14 or 5.5%.

In 1974 there were 600 farms in Burnett County and by 1984 there were 530. The average size of a Burnett County farm in 1974 was 19.7 acres and in 1984 it was 26.4 acres. The number of acres of land in farms in 1974 was 118,700 and by 1984 that had declined to 109,400 acres. 20.3% of the land in the county is in farms.

Dairy sales in Wisconsin were 2.2% higher in 1985 than in 1984 but milk prices continued to decline. In 1985 the price of milk was \$13.45 per CWT in January. By July the price had declined to \$11.52 per CWT. In December the price was \$12.23 per CWT and the average in 1985 was \$12.30. In January of 1986 the average price per CWT of milk was \$12.09 and in February and March it was \$12.00. The price of corn in January of 1985 was \$2.52 per bushel. By April it had increased to \$2.68 and by October it was \$2.22 per bushel. In January of 1986 the price was \$2.30 per bushel but by March it had declined to \$2.25. In January of 1985 milk cows averaged \$850.00 a head and by July the price had declined to \$830.00. By October the price was \$770.00 and by January of 1986 the price was \$730.00. Steers and heifers averaged \$57.50 per CWT in January of 1985 and by July the price had declined to \$43.30 per CWT. By November the price was back up to \$54.00 per CWT but in February of 1986 the price was down to \$50.30 per CWT. The price of slaughter cows in January of 1985 was \$38.20 per CWT. By July the price had declined to \$34.60 per CWT and by December the price was \$32.20 per CWT. In March of 1986 the price increased to \$36.70 per CWT. The price of calves in January of 1985 was \$87.60 per CWT. By June the price had increased to \$95.50 per CWT and by November it had declined to \$79.50 per CWT. In March of 1986 the price of calves was \$62.60 per CWT. Bankruptcies continued to rise in Wisconsin during 1985 and 16% of them were farm related.

The single greatest concern of farmers seems to be the property tax burden. They continue to receive lower prices for their products while the cost of supplies increases. It is estimated that as many as 11,500 Wisconsin farmers intend to quit farming by the end of 1987. 4.4% of Wisconsin's 83,000 farmers will quit farming in 1986. The net income of farmers dropped in 1985 and the average age of farmers increased. The younger farmers tend to carry the largest debts. Wisconsin's farmers pay an average of 40¢ for taxes and insurance for every hundred pounds of milk they produce. It is estimated that the net income of farmers will drop 18% in the next three years.

ASSOCIATION'S POSITION

The Association argues that structural changes in a salary schedule should be the result of voluntary negotiations and not imposed by an arbitrator unless there is evidence of adverse effects such as inability to hire new teachers. It points out that the Employer's 1984-85 BA minimum salary ranked second in Comparable Group A and its BA lane maximum ranked third. The Association argues that it is not appropriate to increase the hiring base by reducing the percentage increase of the more experienced staff in the BA lane. It asserts that the Employer has the lawful authority to implement either of the final offers and ability to pay is not an issue. The Association asserts that neither of the final offers would have any significant impact on local property taxes and it is in the interest and welfare of the public to continue a wage structure that

encourages experienced staff to remain with the Employer. It contends that there is no evidence to show that the current recession in the farm economy has any different impact on the Employer than it has on those school districts in Comparable Group A that have reached agreement on salary schedules for the 1985-86 school year. The Association contends that the best basis for judging the cost of living factor is the pattern of settlements in Comparable Group A. It asserts that the voluntary agreements reached in a given area are a more relevant reflection of the impact of inflation than the increase in the cost of living standing by itself.

The Association argues that the Employer is seeking to change the basic salary schedule that has been in place since 1979 by offering different percentage increases to each cell in a year when 41 of the 49 area settlements have been percent per cell agreements. It points out that all of the Employer's settlements with the Association since the 1978-79 school year have been based on an across-the-board percent per cell adjustment. The Association asserts that there is no evidence of any problems with the previous salary schedule and there does not appear to be a reasonable justification for the attempt to change the structure.

It contends that the ten settlements in Comparable Group A establish a pattern and the pattern is consistent with the average of all available area settlements. Seven of the Comparable Group A settlements are in the form of an across-the-board percent per cell increase. The Association asserts that the ten settlements in Comparable Group A establish a pattern that justifies the selection of its offer. It points out that the average increase per cell in Comparable Group A ranges from a low of 6.8% at the BA base to a high of 7.5% at the schedule maximum. The Association asserts that its proposal of 7% per cell across-the-board increase comes very close to the pattern and the Employer's proposal of increases ranging from a low of 2.8% at the BA maximum to a high of 4.7% at the schedule maximum departs substantially from the pattern established by the settlements in Comparable Group A. The Association asserts that the Employer's proposal is in the range of 3% or more below the averages increase at all of the bench marks in Comparable Group A. It points out that the Employer's offer would cause its teachers to lose ranking in Comparable Group A at all of the bench marks. It contends that the Employer's final offer alters the status quo ratios between the various bench marks. The Association argues that in terms of percent increases for each cell, dollar increases for each cell and status quo for salary schedule structure, its last offer is close to the awards given by three arbitrators in Comparable Group A for the 1985-86 school year.

It is the Association's position that a change in the salary schedule structure, a percentage increase substantially less than the others in Comparable Group A and the reduction in rank at all the bench marks when compared to other schools in Comparable Group A demonstrates that the Employer's offer is inferior and should be rejected. The Association argues that its proposal is close to the average increase in cost of wages and the average increase in cost of total compensation in Comparable Group A. It points out that the Employers proposal has a cost far below the average increase of wages and the average increase of total compensation in Comparable Group A. The Association argues that if either bench marks or total cost increases are used, the facts clearly demonstrate that its offer is more reasonable than that of the Employer when compared to the other settlements in Comparable Group A.

The Association asserts that the Employer gave its non-teaching units an average increase of 6.9% and that is close to its proposal of a 7% increase for teachers. It contends there is no reason to limit the teachers increase by a settlement pattern established by other municipalities when the Employer has not placed such a limitation on its non-teaching employees.

The Association points out that with respect to the issues of extracurricular, extra duty and summer school wage rates, the total difference between the proposals of the two parties is \$758.00 and the difference between their offers on the regular teaching salary schedules is \$27,237.00. It argues that the

issues of extracurricular, extra duty and summer school wage rates are minor issues compared to the regular teaching salary schedule. The Association contends that neither it nor the Employer has introduced into the record any fact that would indicate that the relationship between different duties should be changed in terms of changes in the wage rates. It points out that both the Employer and the Association have proposed a straight percentage increase for these rates and the most relevant factor is how wage rates have been adjusted in Comparable Group A. The Association contends that the average settlement for all three types of extra work is closer to its proposal of a 7% increase than the Employer's proposal of a 4% increase.

The Association argues that its proposal more nearly approaches the average percentage and/or dollar increase per teacher in Comparable Group A than that of the Employer. It asserts that there is an unmistakable pattern involving a percent per cell rate adjustment in the range of 6.5% to 7.5%. It argues that three arbitrator awards in Comparable Group A for the 1985-86 school year have stated that structural changes in a salary schedule should not be obtained through arbitration. It points out that the three arbitrators gave awards that resulted in percent per cell increases greater than the Employers proposal and very close to its final offer. The Association argues that the Employers proposal does not provide enough money to its teachers and it provides it in the wrong form.

EMPLOYERS POSITION

The Employer argues that its final offer provides a reasonable wage and benefit increase to its teachers and is responsive to the concerns of the tax payers. It points out that the district is located in Burnett County which has the lowest per capita income when compared to the entire area encompassing Comparable Group A. The Employer argues that the Association's 9.55% final offer does not address the economic restraints faced by the farmers who support the Employer's tax base. It asserts that a total package increase of 6.22% would be a fair and equitable resolution of the 1985-86 negotiations. The Employer contends that the compensation package for its teaching staff must be monitored on a year to year basis based on the ability of the taxpayers to absorb a higher rate of taxation for education and the availability of state aid for the school district. It argues that its proposal provides the necessary balance between the interest of the teaching staff in an equitable salary increase and the interest of the taxpayer in controlling school costs in the face of diminishing state aid. The Employer points out that its wage and benefit proposal exceeds the increase in the consumer price index. It concedes that the index is not the sole and exclusive indicator of the appropriate level of an increase but points out that its proposal nearly doubles the cost of living increase. The Employer argues that none of the economic indicators support the Association's proposed wage increase of 8.58% or its total package increase of 9.55%.

The Employer argues that the Association's reliance on a bench mark analysis without regard to total package costs, cost of living indicators or the local economy does not justify its proposal.

The Employer argues that its proposal on extracurricular positions maintains the highly competitive salaries received by its teachers at the cocurricular positions in terms of average salary and overall ranking. It asserts that there is no justification for increasing the cocurricular salaries to the level requested by the Association. The Employer argues that the Association only points to the percent increases for summer school and extra duty rates negotiated by school districts in Comparable Group A and does not refer to the exact rates paid for those duties. It contends the exact wages are necessary to justify the 7% increase sought by the Association.

DISCUSSION

The salary schedule for the 1985-86 collective bargaining agreement and the wage rates for work performed outside of the regular school day are the only two issues in dispute. The major difference between the two proposals involves the salary schedule and that difference involves the greatest amount of money.

The total difference between the parties on the issue of extracurricular, extra duty and summer school wage rates is \$758.00. Those school districts in Comparable Group A who have reached agreement have adjusted their extracurricular wage rates by amounts ranging from 6.1% to 7.8%. Their extra duty wage rates were increased from 5.8% to 12.1%. Six of the school districts in Comparable Group A have summer school and they have increased the summer school wage rate by 8%. The average settlement for all three types of extra work is close to the 7% increase that the Association seeks and substantially more than the 4% increase proposed by the Employer. The Employer points out that its proposal maintains the highly competitive salary received by its teachers at the co-curricular positions both in terms of average salary and overall ranking and it finds no justification for increasing those salaries even more. It is true that the Employer's extracurricular pay proposal keeps its salaries competitive and maintains the established rankings at most of those positions. As a matter of fact, there is not a substantial number of dollars difference between the Employer's proposal for the extra curricular pay and the Association's proposal. The relationships between the extra curricular pay, extra duty pay and summer school wage rates of the Employer and the other school districts has been developed over the years through collective bargaining. The Employer is higher than other members of the comparable group at some of the rates and lower at others. The differentials undoubtedly reflect the differences in duties of the positions and the importance attached to them by the various school districts. The arbitrator finds the Association's proposal of a 7% increase for the extra curricular, extra duty and summer school wage rates to be very close to the pattern of percentage increases for the 1985-86 school year established as a result of collective bargaining and arbitrator awards in Comparable Group A. The Employer has presented no evidence that would justify the arbitrator departing from the pattern.

The real issue between the parties is the difference between the two offers relative to the salary schedule and the total amount of money involved. The amount of money separating the parties is approximately \$750.00 per teacher. Another significant difference is whether the adjustments to the salary schedule should be on a percent per cell basis or on the basis of changing the BA base and the horizontal and vertical increments of the salary schedule.

The Union's proposal for a straight percent per cell increase is consistent with voluntary settlements reached by the Employer and the Association in the past and with a great majority of 1985-86 settlements in Comparable Group A. By increasing each step of the salary schedule by the same percentage, all steps in the schedule retain their relationships with other steps in the schedule and the status quo is preserved. The Employer proposes that the BA base salary should be increased by 4% and then uses fixed amounts to put together its salary schedule. The increase per cell resulting from the Employer's proposal ranges from a low of 2.8% at some cells to a high of 4.7% at others. The Association's proposal provides for a constant 7% increase for each cell. The Employer's offer provides a small increase for experienced teachers who have a BA degree. There are 30 teachers in the BA lane and they represent 80% of the Employer's faculty. The Employer's proposal provides a smaller percentage increase for the majority of its staff than it does for the starting salary rates for new and inexperienced staff members. That type of proposal is a substantial departure from the normal one agreed upon in Comparable Group A. In the absence of any other factor with significant impact, the arbitrator is not inclined to tamper with an agreed upon salary schedule that has been in place for many years and falls within the cost pattern of the comparable group.

The 1984-85 BA starting salary of the Employer ranked second in Comparable

Group A and the BA lane maximum ranked third. The Employer's proposal would have the BA base increase by 4% while improving the BA maximum by only 2.8%. This is substantially lower than the pattern of increases established by other school districts in Comparable Group A. It would lower the Employer's ranking in Comparable Group A at those bench marks.

The Employer has the lawful authority to implement either its offer or that of the Association. It concedes that ability to pay is not a question and the selection of either offer does not have a significant impact on local property taxes. The interest and welfare of the public factor can be used to support either of the proposals. Certainly the Association's proposal will encourage the experienced staff to remain with the Employer and that has a positive effect on the interest and welfare of the public. The Employer's proposal would be of assistance to it in hiring new personnel and that is in the interest and welfare of the public. There was no evidence that the Employer has been having any difficulty in hiring personnel nor is there any evidence that it has been having difficulty in retaining experienced staff.

The Employer points to the fact that the current farm economy justifies a low offer by the Employer and the arbitrator concedes that the agricultural economy in northwestern Wisconsin is depressed and farmers are finding their real estate taxes to be a heavy burden. However the Employer does not differ from most of the other school districts in Comparable Group A that are dealing with the same problems in the same type of economy. The troubled farm economy must be given due consideration but there is no evidence to support the Employer's contention that those problems have had a different impact on it than on other school districts in the comparable group. Only 58 people in the school district are employed in agriculture and just 115 people live on farms. The population of the district is rural but it is not primarily agricultural. Under the circumstances, the interest and welfare of the public does not seem to favor either the proposal of the Employer or the proposal of the Association.

On its face the cost of living factor would appear to support the position of the Employer because its proposal of a 4.97% increase in salary costs is greater than the increase in the cost of living. Generally arbitrators have found that the proper protection against the cost of living increases is determined by voluntary settlements in the comparable group during the period under consideration. The settlements in the comparable group are much closer to the proposal of the Association than that of the Employer and they were established after consideration of the same increase in the cost of living that the arbitrator must consider. Those settlements are an appropriate measure of how the school districts in Comparable Group A have considered the significance of the inflation factor. Accordingly, the arbitrator does not find that the cost of living factor favors the proposal of either the Employer or the Association to any significant degree.

The overall compensation factor is not significant because the parties have agreed on a fringe benefit package identical with that of the previous year. In the absence of any significant changes in the fringe benefit package and any detailed exhibits indicating anything unique about the package, the arbitrator finds that the over all compensation is not a factor that favors the position of one party or the other.

per cell compares favorably with that. The Employer's proposal of increases ranging from a low of 2.8% at the BA maximum to a high of 4.7% at the schedule maximum seems to miss the pattern established by the settlements in the comparable group by more than 3% at each bench mark. The Association's proposal causes the Employer to loose ranking at two of the seven bench marks and to gain a step on one. The Employer's proposal would cause the school district to loose ranking at all seven bench marks. The slippage in ranking resulting from the Employer's final offer are five and six positions at the BA base and BA maximum respectively. At the schedule maximum the slippage is only one place but the school district loses rankings of two, three or four places at the other bench marks. The Employer's proposal departs from the pattern of increases agreed upon in the comparable group and disrupts the relationships that have been established through collective bargaining between the Employer's teachers and those teachers in other school districts in the comparable group who have equal training and experience.

Three other school districts in the comparable group have resolved their salaries for the 1985-86 school year by arbitration. All three of the arbitrators selected the offer that provided for a common percentage increase for each cell of the salary schedule. The arbitrators selected the offers of 6.5% increase for each cell of the salary schedules at Shell Lake and Prairie Farm and at Clear Lake the arbitrator selected the offer providing a 7% increase for each cell. In terms of percent increase for each cell, dollar increase for each cell and status quo on the salary schedule, the Association's final offer is much closer than that of the Employer to the awards of the three arbitrators as well as the voluntary agreements in Comparable Group A.

The Employer's final offer proposes a change in the salary schedule structure that is substantial and differs from the settlements in the Comparable Group. The percentage increase proposed by the Employer is substantially lower than those agreed upon or provided as the result of arbitration awards. The Employer's proposal results in a reduction in the ranking of its teachers at all of the bench marks when compared with the rest of the schools in Comparable Group A that have settlements.

The Employer's final offer represents a 4.97% increase in total wages and a 6.22% increase in total compensation. The average percentage increase in wages in Comparable Group A among those school districts that have settlements has been 8.51% and the average increase in total compensation has been 8.63%. The Association's proposal of a wage increase of 8.58% wage increase is slightly above the average increase in wages for teachers in Comparable Group A. Its proposal of a total compensation increase of 9.55% is substantially higher than the average increase in total compensation in the comparable group of 8.63%. The Employer's proposal would provide a 4.97% increase in total wages and a 6.22% increase in total compensation. Obviously the Employer is well below the average percentage increase in wages as well as the average percentage increase in total compensation. The Association's total compensation percentage increase is rather high, but it is much closer to the average of Comparable Group A than that of the Employer. The average dollar increase in wages in Comparable Group A is \$1,713.00 and the average increase in cost per teacher was \$2,309.00. The Association's proposal calls for an average increase in salary for a teacher of \$1,765.76 and that is slightly higher than the average dollar increase in Comparable Group A. The average increase in cost per teacher resulting from the Association's final offer is \$2,615.29 and that is almost \$300.00 above the average in Comparable Group A. However, the Employer's proposal would result in an increase in salary per teacher of \$1,023.20 per year and that is almost \$700.00 less than the average increase per teacher in Comparable Group A. The increase in the total compensation costs resulting from the Employer's proposal would result in an increase in cost of \$1,702.34 per teacher and that is almost \$600.00 lower than the average dollar increase in Comparable Group A. Measuring the proposals by either percentages or by dollars clearly establishes that the proposal of the Association is closer to the pattern of increases in salaries and total compensation cost than that of the Employer. When that fact is considered along with the disruption of the rankings at the various bench marks

that would result from the Employer's proposal, the Association's offer is much more reasonable in terms of the settlements in Comparable Group A.

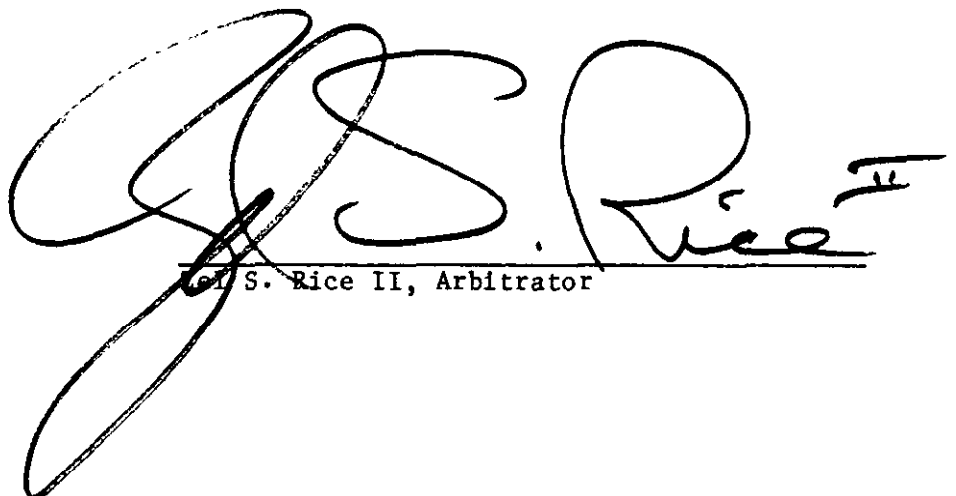
The Employer argues that its final offer provides a reasonable wage and benefit increase to its teachers and is responsive to the concerns of the taxpayers. The wage and benefit proposal of the Employer does constitute an attempt to be responsive to the concerns of the taxpayers. However, the Employer's proposal does not provide a reasonable wage and benefit increase to its teachers when measured against the increases provided by the other school districts in Comparable Group A that have settlements. The Association's proposal of a 9.55% increase in total compensation costs is above the high edge of the pattern of settlements in the comparable group and is very difficult for a rural community to accept in view of the current economic conditions in the area. The arbitrator is reluctant to impose a settlement with an increase in total compensation cost that large on the Employer. However, he must measure the Association's proposal against the increases that are being given by other school districts in Comparable Group A and measure the Employer's proposal against that same standard. The Employer's total package increase of 6.22% is more than 2% lower than the average total package increase in Comparable Group A while the Association's proposal is less than 1% higher than the average. Even though the Employer's proposal exceeds the increase in the Consumer Price Index, it is enough lower than the average increase in Comparable Group A to be unacceptable. The arbitrator finds the Association's total package percentage increase to be quite high, but it is much closer to the average of the comparable group than that of the Employer and meets more of the statutory criteria.

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

AWARD

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

Dated at Sparta, Wisconsin this 27th day of August, 1986.



S. Rice II, Arbitrator

EXHIBIT F

RECEIVED

FEB 04 1986

SIREN EDUCATION ASSOCIATION'S FINAL OFFER FOR A 1985-86 COLLECTIVE BARGAINING AGREEMENT

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Article XI, Section H
 - a. Change "\$10.00" to "\$10.70"
 - b. Change "\$20.00" to "\$21.40"
 - c. Change "\$15.00" to "\$16.05"
2. Article XI, Section I
Change "\$1,000.00" to "\$1,070.00"
3. Article XII, Section I
Change "\$125" to "\$133.75"
4. Article XIX, Salary Schedule
Change the schedule to the following:

SALARY SCHEDULE

1985-86

<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+8</u>	<u>MA+16</u>	<u>MA+24</u>
0	15,763	16,075	16,388	16,699	17,012	17,323	17,636	17,947
1	16,341	16,668	16,996	17,323	17,652	17,979	18,307	18,635
2	16,919	17,262	17,604	17,947	18,293	18,636	18,979	19,322
3	17,497	17,857	18,212	18,571	18,933	19,293	19,648	20,007
4	18,074	18,450	18,821	19,198	19,571	19,948	20,319	20,694
5	18,652	19,044	19,429	19,822	20,213	20,604	20,991	21,382
6	19,231	19,638	20,037	20,446	20,853	21,261	21,661	22,064
7	19,808	20,233	20,646	21,069	21,494	21,916	22,330	22,751
8	20,386	20,826	21,254	21,694	22,134	22,573	23,005	23,442
9	20,965	21,418	21,862	22,319	22,774	23,230	23,673	24,124
10	21,542	22,012	22,470	22,942	23,414	23,888	24,344	24,811
11	22,117	22,607	23,077	23,567	24,054	24,543	25,018	25,501
12	22,698	23,201	23,687	24,191	24,695	25,199	25,685	26,183
13			24,294	24,815	25,335	25,855	26,355	26,870
14					25,975	26,510	27,027	27,554

5. Article XIX, Extra Curricular Schedule

Change the schedule to the following:

1985-86

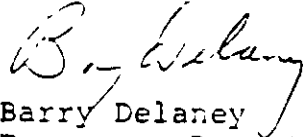
EXTRA CURRICULAR

Head Coach FB & BB	1670	Pep Club	752
Ass't Coaches FB & BB	1254	Ass't Pep Club	376
Head Track Coaches B & G	1171	Jr. Adv.	250
Ass't Coach	752	Sr. Adv.	250
Girls Volleyball	1338	Annual Adv.	837
Ass't Volleyball	1003	Forensics	461
Jazz and Pep Band	1003	Swing Choir	250
Athletic Director	669	Jr. High BB - B & G	669
Ass't Athletic Director	250	Baseball, Head Coach	1338
Cheerleader Adv.	333	Student Council Adv.	168
Class Play	669	Jr. High Forensics	461
SHE Club	333		

6. All items in Stipulated Agreements

7. All items within the 1984-85 Collective Bargaining Agreement except for the above mentioned items.

Respectfully submitted,



Barry Delaney
Executive Director
Chequamegon United Teachers

Dated: 1/31/86

EXHIBIT B

RECEIVED

FEB 04 1986

Name of Case: Siren School District WISCONSIN EMPLOYMENT
Case 8, No. 35944, Med/Arb-3614 RELATIONS COMMISSION

The following, or the attachment hereto, constitutes our final offer for the purpose of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

1-31-86

(Date)

Michael J. Burke

(Representative)

Michael J. Burke, Attorney

On Behalf of: Board of Education, Siren School District

Box 29

Siren, WI 54872

FINAL OFFER OF THE SIREN SCHOOL DISTRICT
FOR A 1985-86 CONTRACT

1. Except as set forth in the attached stipulations or in this final offer, the terms of the 1984-85 contract shall become the terms of the 1985-86 contract.
2. Article XVIII - Duration of Agreement. Revise dates to reflect a one (1) year contract, August 20, 1985 through August 19, 1986.
3. Article XIX - Salary Schedule. See attached schedule.
4. 1985-86 Extra-Curricular Schedule. Increase all rates by 4%.
5. Article XI - Compensation. In Sections H and I, increase the wage rates by 4%.
6. Article XII - Leaves. In Section I, increase the wage rate by 4%.

Dated this 31st day of January, 1986.

ON BEHALF OF THE
SIREN SCHOOL DISTRICT

By Michael J. Burke
Michael J. Burke

SIREN SCHOOL BOARD FINAL PROPOSAL

Increase on Base over 84-85	590	600	610	620	630	640	650	660
Step	BA	+8	+16	+24	MA	+8	+16	+24
0	15322	15623	15926	16227	16529	16830	17132	17433
1	15862	16183	16506	16827	17149	17470	17792	18113
2	16402	16743	17086	17427	17769	18110	18452	18793
3	16942	17303	17666	18027	18389	18750	19112	19473
4	17482	17863	18246	18627	19009	19390	19772	20153
5	18022	18423	18826	19227	19629	20030	20432	20833
6	18562	18983	19406	19827	20249	20670	21092	21513
7	19102	19543	19986	20427	20869	21310	21752	22193
8	19642	20103	20566	21027	21489	21950	22412	22873
9	20182	20663	21146	21627	22109	22590	23072	23553
10	20722	21223	21726	22227	22729	23230	23732	24233
11	21262	21783	22306	22827	23349	23870	24392	24913
12	21802	22343	22886	23427	23969	24510	25052	25593
13			23466	24027	24589	25150	25712	26273
14					25209	25790	26372	26953
Increment	540	560	580	600	620	640	660	680