

FILED

MAY 12 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE MEDIATOR/ARBITRATOR

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In the Matter of the	:	
Mediation/Arbitration of	:	
	:	
DARLINGTON COMMUNITY	:	
SCHOOL DISTRICT	:	
	:	
and	:	AWARD AND OPINION
	:	
DARLINGTON EDUCATION	:	
ASSOCIATION	:	Decision No. 24051-A

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Hearing Date	January 12, 1987
Appearances:	
For the District	MR. GILBERT F. BARNARD, Attorney at Law
	MR. HOWARD J. FRISKE District Administrator
For the Union	MR. PAUL BIERBRAUER, Executive Director
Mediator/Arbitrator	MR. ROBERT J. MUELLER
Date of Award	May 8, 1987

BACKGROUND

The Darlington Community School District, hereinafter referred to as the "District" and the Darlington Education Association, hereinafter referred to as the "Union" reached an impasse in bargaining for a successor Collective Bargaining Agreement for the 1986-87 labor agreement. The District filed a Petition with the Wisconsin Employment Relations Commission requesting initiation of mediation/arbitration. The matter was thereafter processed in accordance with the statutory

procedures culminating in the selection of the undersigned to serve as mediator/arbitrator to resolve the impasse. A mediation meeting was held on January 7, 1987. A voluntary settlement was not achieved through mediation efforts and the matter then came on for hearing in arbitration on January 12, 1987.

Both parties presented documentary evidence and oral testimony in support of their respective final offers. Both parties filed post hearing briefs and reply briefs.

The mediator/arbitrator has reviewed the record evidence, exhibits and briefs of the parties in relationship to the factors set forth in Section 111.70(4)(cm), Wis. Stats., and on the basis thereof issues the following decision and award.

#### FINAL OFFERS OF THE PARTIES

The final offers of the parties raise three issues, to-wit:  
1) salary schedule increase, 2) co-curricular pay schedule, and 3) dental insurance coverage.

#### Association Final Offer

The Association's final offer was as follows:

DARLINGTON EDUCATION ASSOCIATION  
FINAL OFFER  
WERC CASE No.37189 MED/ARB-3942

IV. ADDITIVE PAY SCHEDULE

A. Scales for co-curricular work are as follows:

1. Academic Related

(1) Head Drama (2 Productions)	\$1002.00
(1) Assistant Drama	668.00
(1) Head Forensics	732.00
(3) Assistant Forensics	612.00
(1) Redbird (minimum 6 issues)	732.00
(1) Pekatonika	835.00
(2) Music	1280.00

2. Inter-Athletic Related

A. Support

(2) cheerleader Supervisor	556.00
(1) Pom-Pon Supervisor	556.00

B. Coaches

YEAR	<u>COACH CLASSIFICATION</u>			
	1	2	3	4
1	1269	935	824	713
2	1302	968	857	746
3	1335	1002	890	779
4	1380	1046	935	824
5	1413	1080	968	857

(NOTE: 9-12 Football Coaches will receive \$25.00 per day for days worked prior to the commencement of the contract year for up to but not exceeding 5 days of work.)

- Coach 1: Head coach of high school football, basketball, wrestling, gymnastics, baseball, and co-ed track.
- Coach 2: Head coach of high school cross country and high school volleyball.
- Coach 3: Head coach of high school golf, assistant high school coaches, and junior high head coaches.
- Coach 4: Junior high assistant coaches.

C. Event Supervision

All teachers expected to assume extra non-teaching duties outside of regular school time shall be reimbursed at the

end of that season or activity for such duties at the rate of \$3.75 per hour.

D. Miscellaneous

- |                      |                       |
|----------------------|-----------------------|
| 1. Unit leaders      | \$749 - \$856 - \$963 |
| 2. Drivers Education | \$8.35/hour           |

E. Expanded Contract Pay

Teachers employed during the summer in the following specified positions will be paid at 100% of their computed day rate of the appropriate fiscal year up to a maximum of \$107.00 per day. These specified positions are: LVEC, Vocational Agriculture, K-8 Librarian, 9-12 Librarian, 9-12 Guidance, K-8 Guidance, K-8 Instrumental Music, 9-12 Instrumental Music.

\*\*\*\*\*  
 AVERAGE INCREASE/EMPLOYEE = \$1,579.04 ( 7.89 %)  
 AVERAGE SALARY = \$21,600.40  
 TOTAL PAYROLL = \$1,414,830.00  
 NUMBER OF EMPLOYEES (FTE) = 65.50  
 \*\*\*\*\*

*Handwritten initials/signature*

TIER	BS	BS+12	BS+24	MS	MS+12	MS+24	TOTAL
6.0	18700	19250	0	20475	0	17180	75605
7.0	19240	0	20320	0	0	0	39560
8.0	59340	0	20890	21655	0	0	101885
9.0	197885	31395	0	22245	0	0	251525
0.0	---	67830	0	23425	0	0	115230
1.0	---	---	204164	0	23975	0	204164
2.0	---	---	---	151170	0	0	151170
3.0	---	---	---	---	0	0	105500
4.0	---	---	---	---	105500	0	105500
5.0	36320	0	19180	0	0	0	55500
4.0	63432	18130	18610	19295	0	0	119467
3.0	42700	0	18040	18705	0	0	79445
2.0	33080	0	0	0	0	0	33080
1.0	0	0	0	0	0	0	0
TIER	BS	BS+12	BS+24	MS	MS+12	MS+24	TOTAL

WARRINGTON SALARY SCHEDULE 1986-1987 (ASSOCIATION PROPOSAL)

TIER	BS	BS+12	BS+24	MS	MS+12	MS+24
6.0	18700	19250	19750	20475	20975	21475
7.0	19240	19810	20320	21065	21575	22085
8.0	19780	20370	20890	21655	22175	22695
9.0	20830	20930	21460	22245	22775	23305
0.0	---	21490	22030	22835	23375	23915
1.0	---	22610	22600	23425	23975	24525
2.0	---	---	23740	24015	24575	25135
3.0	---	---	---	25195	25175	25745
4.0	---	---	---	---	26375	26355
5.0	18160	18690	19180	19885	20375	20865
4.0	17620	18130	18610	19295	19775	20255
3.0	17080	17570	18040	18705	19175	19645
2.0	16540	17010	17470	18115	18575	19035
1.0	16000	16450	16900	17525	17975	18425
TIER	BS	BS+12	BS+24	MS	MS+12	MS+24

WARRINGTON SALARY SCHEDULE 1986-1987 (ASSOCIATION PROPOSAL)

**WEAIT INSURANCE CORPORATION**  
**GROUP DENTAL PROPOSAL SUMMARY**

PROSPECT: DARLINGTON COMM SCH DIST      PROPOSED EFFECTIVE DATE: 07/01/86

ELIGIBLE CLASS: Teachers Only

BENEFIT PERIOD: July through June

MAXIMUM BENEFIT PER PERSON PER BENEFIT PERIOD  
EXCEPT ORTHODONTIC BENEFITS: \$1,000

MAXIMUM BENEFIT PER PERSON PER LIFETIME FOR  
ORTHODONTIC BENEFITS: \$1,500

BENEFIT PERIOD DEDUCTIBLE PER PERSON: \$0

EXPENSE BENEFIT PROVISIONS	SUBJECT TO DEDUCTIBLE	PAYABLE AT
<b>DIAGNOSTIC &amp; PREVENTIVE</b>		
PERIODIC EXAMINATIONS	NO	100%
BITEWING X RAYS	NO	100%
PROPHYLAXIS	NO	100%
FLUORIDE	NO	100%
SEALANTS	NO	100%
<b>BASIC</b>		
FULL SERIES X RAY	NO	80%
ANESTHESIA	NO	80%
EXTRACTIONS	NO	80%
ORAL SURGERY	NO	80%
FILLINGS	NO	80%
SPACE MAINTAINERS	NO	80%
ROOT CANAL THERAPY	NO	80%
PERIODONTIC TREATMENTS	NO	80%
EMERGENCY RELIEF OF PAIN	NO	80%
DENTURE REPAIR	NO	80%
OCCLUSAL ADJUSTMENTS	NO	100%
<b>OPTIONAL BENEFITS</b>		
<b>A. OPTION I</b>		
ONLAYS	NO	80%
PORCELAIN JACKETS	NO	80%
CAST CROWNS	NO	80%
<b>B. OPTION II</b>		
BRIDGEWORK	NO	50%
DENTURES	NO	50%
<b>C. ORTHODONTIC - DEPENDENT CHILDREN TO AGE 19</b>		
	NO	50%

GRB

IMPORTANT NOTES: ALL BENEFITS ARE SUBJECT TO ALL PROVISIONS, EXCLUSIONS,  
AND LIMITATIONS CONTAINED IN THE POLICY.

1655-063-1285

USA FINANCIAL OFFICE  
10/22/25

10/29/25

CATEGORY	85-86	86-87	%	%
BASIC	1,211,799	1,414,826	103,427	7.89
CO-CURRICULAR	931.1	10,833	673	7.19
COACHES	36,111	39,394	3,213	8.88
MISCELLANEOUS	12,001	12,917	860	7.04
EXPANDED	16,191	17,503	1,312	8.10
<b>A. TOTAL PAY</b>	<b>1,385,198</b>	<b>1,494,673</b>	<b>109,475</b>	<b>7.90</b>
5.70% STRS	78,956	N/A	N/A	N/A
6.00% STRS	N/A	89,680	10,724	13.52
6.50% STRS	90,038	N/A	N/A	N/A
6.24% STRS	N/A	93,268	7,221	3.59
7.10% FICA	98,319	N/A	N/A	1.12
7.15% FICA	N/A	106,864	2,520	2.66
HEALTH INS	69,990	75,191	5,201	7.43
DENTAL INS	N/A	15,229	15,229	N/A
LTD	4716	4716	-	-
LIFE INS	2227	2227	-	-
<b>B. TOTAL BENEFITS</b>	<b>344,276</b>	<b>327,840</b>	<b>43,534</b>	<b>12.65</b>
<b>* GRAND TOTAL (A + B)</b>	<b>1,729,474</b>	<b>1,822,513</b>	<b>153,009</b>	<b>8.85</b>

District Final Offer

The District proposed that there be no dental insurance provided by the District and in addition submitted the following final offers with respect to the other two issues.  
IV. Additive Pay Schedule

A. Scales for co-curricular work are as follows:

1. Academic Related

(1) Head Drama (2 Productions)	\$975.00
(1) Assistant Drama	\$650.00
(1) Head Forensics	\$700.00
(3) Assistant Forensics)	\$600.00
(1) Redbird (Minimum 6 issues)	\$700.00
(1) Pekatonika	\$850.00
(2) Music	\$1,196.00

2. Interathletic Related

A. Support

(2) Cheerleader Supervisor	\$550.00
(1) Pom Pon Supervisor	\$550.00

B. Coaches

YEAR	<u>COACH CLASSIFICATION</u>			
	1	2	3	4
	1235	955	835	735
	1265	965	865	765
	1295	995	895	795
	1325	1025	925	815
	1375	1075	975	875



October 22, 1986

(NOTE: 9-12 Football Coaches will receive \$25.00 per day for days worked prior to the commencement of the contract year for up to but not exceeding five days of work.)

Coach 1: Head Coach of high school football, basketball, wrestling, gymnastics, baseball, and co-ed track.

Coach 2: Head Coach of high school cross country and high school volleyball.

Coach 3: Head Coach of high school golf, assistant high school coaches, and junior high head coaches.

Coach 4: Junior High assistant coaches.

C. Event Supervision

All teachers expected to assume extra non-teaching duties outside of regular school time shall be reimbursed at the end of that season or activity for such duties at the rate of \$3.70 per hour.

D. Miscellaneous

1. Unit Leaders \$700 - \$800 - \$900
2. Driver Education \$8.00 per hour

E. Expanded Contract Pay

Teachers employed during the summer in the following specified positions will be paid at 100% of their computed day rate of the appropriate fiscal year up to a maximum of \$100.00 per day. These specified positions are: LVEC, Vocational Agriculture, K-8 Librarian, 9-12 Librarian, 9-12 Guidance, K-8 Guidance, K-8 Instrumental Music, 9-12 Instrumental Music.

BOARD FINAL OFFER  
10/22/86

10/28/86

CATEGORY	85.86	86.87	91	%
BASIC	1,311,399	1,371,642	60,243	4.59
CO-CURRICULAR	9360	9825	465	4.97
COACHES	36181	39,340	3159	8.73
MISCELLANEOUS	12067	12,509	442	3.66
EXPANDED	16,191	16,554	363	2.24
<b>A. TOTAL PAY</b>	<b>1,385,198</b>	<b>1,449,870</b>	<b>64,672</b>	<b>4.67</b>
5.70% STRS	78,956	N/A	N/A	N/A
6.00% STRS	N/A	86,992	8,036	10.18
6.50% STRS	90,038	N/A	N/A	N/A
6.24% STRS	N/A	90,172	434	1.48
7.10% FICA	98,349	N/A	N/A	N/A
7.15 FICA	N/A	103,666	5317	5.41
HEALTH INS	69,990	75,191	5201	7.43
DENTAL INS	N/A	-0-	-0-	-0-
LTD	4716	4716	-0-	-0-
LIFE INS	2227	2227	-0-	-0-
<b>B TOTAL BENEFITS</b>	<b>344,276</b>	<b>363,264</b>	<b>18,988</b>	<b>5.52</b>
<b>* GRAND TOTAL (A+B)</b>	<b>1,729,474</b>	<b>1,813,134</b>	<b>83,660</b>	<b>4.84</b>

## DISCUSSION

One of the major areas of disagreement between the parties in this case involved that of determining the appropriate comparable school districts to which comparisons should be made.

The Association utilized the southern eight athletic conferences as the comparable group of employees. Said conference consists of eight schools. The Association cited decisions by seven arbitrators involving seven of the eight schools in such athletic conference in which the athletic conference was utilized by each and every arbitrator as the appropriate set of comparables.

Additionally, the Association argues that a number of the districts in such group have settled for the 1986-87 school year, therefore providing sufficient comparability data with which to make comparison. Districts of Iowa Grant, Lancaster, Mineral Point, Platteville and Southwestern have 1986-87 settled contracts in place. Only Darlington, Cuba City and Dodgeville remain unsettled. Additionally, the Association would add the District of Boscobel to be utilized inasmuch as the District also has included Boscobel as one of their proposed comparables and because Boscobel reached a voluntary settlement during the pendency of this proceeding.

The District has proposed the following 12 school districts as being the most reasonable group to be used as comparables:

1. Belmont
2. Boscobel
3. Blackhawk
4. Cuba City
5. Darlington
6. Fennimore
7. Iowa Grant
8. Mineral Point
9. Pecatonica
10. Riverdale
11. Shullsburg
12. Southwestern

The District argued that in the 1960's, Darlington was part of the Southwest Wisconsin Athletic League which consisted of 15 high schools. The management of such League became difficult and in 1972 two separate and distinct conferences emerged. Darlington was a part of the southern eight athletic conference. The other seven schools comprised another conference. Over a period of time, however, the size of the various districts changed to the degree that the WIAA began working up a different conference alignment so as to match schools with comparable student enrollment together. During 1986 agreement was reached on the creation of a 14-member school conference that would be divided into two divisions. Division One was to contain the larger schools and Division Two to contain the smaller schools. Because of previous scheduling, the new conference was to take effect for the 1987/88 season. The two divisions and the schools in each along with their enrollment as determined by the 1985-86 figures are as follows:

Division I 9-12 Enr.		Division II 9-12 Enr.	
Platteville	635	Riverdale	328
Richland Center	608	Darlington	327
River Valley	572	Southwestern	319
Prairie du Chien	497	Iowa Grant	313
Dodgeville	425	Boscobel	310
Lancaster	424	Mineral Point	271
Cuba City	384	Fennimore	266

The District then contended that in striving to meet the factors subscribed to by arbitrators in various decisions relevant to determining the comparables, the District considered not only comparable size, but school costs, school aid, tax levy, demographics, labor market, proximity and economic factors with specific consideration given to those districts located in Lafayette County because Lafayette County has specific and more pronounced problems due to their greater reliance on agriculture than do all other surrounding areas. The District further contended that in recognition of the fact that certain of the districts in Lafayette County have significantly smaller enrollments so as to provide a basis to distinguish them from a comparability standpoint, several of such districts are excluded from what they arrive at as being the list of comparables. Additionally, they argue that several districts who are not contiguous should, however, be included in the comparables because of their comparable size and also their membership in the Division II athletic conference that was newly created.

The District therefore argues that the following districts should be given consideration as the comparables.

1. Belmont
2. Blackhawk
3. Boscobel
4. Cuba City
5. Darlington
6. Fennimore
7. Iowa Grant
8. Mineral Point
9. Pecatonica
10. Riverdale
11. Shullsburg
12. Southwestern

The District suggests that the following districts be excluded from consideration as comparables.

1. Argyle
2. Benton
3. Dodgeville
4. Lancaster
5. Platteville
6. Prairie du Chien
7. Richland Center
8. River Valley

Arbitrators have utilized and considered a number of factors in determining comparables. The parties have presented numerous arguments as to what they contend should be relevant considerations and the determination of comparables and arbitrators have discussed and made determinations based upon various combinations of factors and considerations which they deemed relevant to the determination of comparables. It appears to the undersigned from a review of numerous cases on the subject, that not only are the factors varied in any given case but also the weight apparently afforded one or more factors as opposed to others. Numerous cases are found where reference is made to a district's membership in an athletic conference or some other conference or a CESA grouping.

Matters such as geographic proximity, school size with comparisons thereon being made on the basis of area, student attendance, number of teachers, district tax base, etc. References are sometimes made to the economic condition or make up of a particular district as compared to other districts and consideration weighted according to whether they be urban, suburban or rural, and depending upon any influence that may be exerted with respect to influence on the labor market or on the market place.

Undoubtedly the discussion and consideration of various factors in any given case depends upon the evidentiary data supplied by the parties and/or the availability of any particular data to the parties in the first instance.

It is to be noted that in some cases arbitrators have found a set of comparables to which primary or greater weight is afforded, with another set of comparables being afforded somewhat lesser weight and one or more other sets of comparables being again afforded declining weight in an overall consideration of a particular issue. Also, it is noted that in many instances a set of comparables may be found to be appropriate but the utilization of only a small number is possible because of the lack of settlements within the group of comparables to which comparison can be made. That is one of the difficulties that is present in this case.

At the time of the arbitration hearing in this case, five of the eight schools in the southern eight athletic conference were settled for the 1986-87 contract year. Subsequent to the hearing but before briefs were filed, the Boscobel School District settled and such data was also supplied and argued by the parties.

It therefore appears that three school districts that were commonly listed by both the District and the Association as within the comparable group to which primary reference was made by both, and which had settlements in place, were Iowa-Grant, Mineral Point and Southwestern. Settlements were in place for the Districts of Lancaster and Platteville to which reference was made by the Association and which the District argues as being not comparable. The fourth settled district was Boscobel to which both parties have referred.

No evidence was placed into the record concerning any settlements for 1986-87 contract year for any other schools listed in the group of comparables proposed by the District. The majority of the District's argument with respect to such schools centered about the wage scales at the various benchmarks that were in existence during 1985-86 compared with the level of Darlington. The District also presented exhibits showing comparison at various benchmarks for 1986-87 concerning Mineral Point and Southwest Wisconsin, two of the districts within the new Southwest Athletic League that had reached



settlements for 1986-87.

The District argued that comparables should be identified based on factors of:

1. Proximity
2. Size
3. Economic factors of the proposed comparables
4. Market factors
5. Tax Base
6. Some type of consistency in the demographics of being urban, rural, suburban, manufacturing, commercial, or agricultural

The District stated in its brief that,

The District emphasizes that it has compelling reasons to propose the comparable listed in Part B of its Exhibits.

The WIAA move to dissolve the Southern B Conference speaks to the inadequacy of the Southern 8 to bring together high schools of comparable size and athletic programs.

Exhibit #5, Part B, '1985/86 School District Data' clearly shows that Districts like Dodgeville, Lancaster, Platteville, Prairie du Chien, Richland Center, and River Valley form something like a league onto themselves with respect to size, costs, aid, or what Malamud calls size, tax base, economic character. Clearly Darlington is not in this league.

Exhibit #8, Part B, 'City, Village Values', shows that the 12 proposed comparable Districts have on the average 26.9% of equalized value coming from cities and/or villages, while the remaining 8 Districts (most of which comprise SWAL I) have 44.2% of equalized value coming from cities and/or villages. Clearly, Darlington and the proposed comparables rely more heavily on agri-business than does the remaining 8 Districts.

. . . .

Pecatonica was brought in by virtue of proximity, tax base, economic character. It was felt size variance was not sufficient to offset these other considerations. Boscobel and Riverdale were brought in because of their size and because of the fact they will be in the new conference but only after giving consideration that their extended proximity was not a sufficient reason to feel it would bring into the mix unacceptable economic factors.

It is true these two schools were in another county which the District has considered different from ours and this imposes somewhat of a dilemma. The District has eliminated Argyle and Benton, who are Districts within the county and they certainly had the characteristics of proximity, economic factors, etc. However they were eliminated from the District's list of proposed comparables because of their size, and then rather than risk having to propose too small a list of comparables, Boscobel and Riverdale were put in, knowing they lacked some of the criteria previously mentioned.

The District argued that its offer brings the salaries to a more comparable level at the various benchmarks to the relevant comparables than does the Association's offer.

The District referred to the following comparisons:

<u>District</u>	<u>BA Base</u>	<u>BA 6th Step</u>	<u>BA Max</u>	<u>MA Base</u>	<u>MA 9th Step</u>	<u>MA Max</u>
Mineral Point	15,500	19,462	22,763	16,700	23,854	25,444
Southwest Wisconsin	15,000	18,600	21,600	16,050	21,828	25,038
Iowa Grant	15,350	19,304	20,867	16,885	22,964	29,454
Darlington - Board Offer	15,300	18,055	20,275	16,800	20,780	26,905
Darlington - Association Offer	16,000	18,700	20,830	17,525	22,245	27,565
Boscobel	15,600	18,980	22,204	16,700	22,855	27,298

The District offered the following observations at pages 10-11 of its brief with respect to such data.

Using these figures it becomes apparent that the Boards' offer has basic starting salary above the average and basically is on par with the other three Districts, shown Mineral Point, Southwest Wisconsin, and Iowa Grant. Likewise on the MA Benchmark and the MA Base the District offer is to all intents and purposes on a par with the highest settlement namely Iowa-Grant at \$16,885 and with the District offer at \$16,800, Mineral Point and Southwest are below. At the MA MAX the District offer is higher than Mineral Point and Southwest settlements and is topped by Iowa-Grant which has 15 increments to get to its max.

It is note-worthy that using those same benchmarks of BA opening salary, MA opening salary and MA MAX that the Association offers on the BA BASE would be \$500 higher than any of the other three, that on the MA BASE the association offer would be the highest of any of the other Districts and would it be \$1,500 higher than Southwest Wisconsin, \$825 higher than Mineral Point and \$640 higher than Iowa-Grant. In regard to the MAX Salary Schedule the Association offer would \$1121 higher than Mineral Point, \$1325 higher than Southwest Wisconsin, and \$1800 lower than Iowa-Grant. It must be brought to mind, however, that Iowa-Grant reaches its max in 15 increments as compared to 14 for Darlington.

The Association argues that the arbitrator is to make a judgment on the comparability of 1986-87 wages, hours and conditions of employment to area settlements that existed at the time and which applied to the same contract term. At the time of the hearing, the only area settlements that existed were those listed as comparables by the Association. Those schools were members of the Southern eight athletic conference.

Since the hearing, however, Boscobel School District has reached a settlement and such settlement should likewise be considered.

The Association argues that history of negotiations between the parties supports the use of the Southern eight athletic conference schools as the group of comparables. Such conference has been utilized by arbitrators in mediation/arbitration cases involving seven of the eight conference schools. The Association argues, however, that the primary factor in this case which determines the schools to which comparison should be made, concerns the fact of whether or not there are settlements for the 1986-87 contract year in existence. One simply cannot make comparisons to those schools where no settlements exist. The Association contends that there are sufficient settlements among the districts set forth by the parties upon which comparisons can be made. Those districts consist of Boscobel, Iowa-Grant, Mineral Point and Southwestern. The Association argues that consideration should also be given to Lancaster and Platteville who as members of the southern eight conference, have historically been considered as comparables and said two districts have also reached settlements for the 1986-87 school year.

The Association argued that the average salary increases granted to teachers in those districts that have settled average \$1,608.96. They contend the Association's offer which would result in an average teacher increase of \$1,579.04 is much more

comparable to the average of the comparables than is that of the District which would yield an average teacher salary increase of \$925.83.

From a percentage standpoint, the Association argues that the 8.85% total compensation proposal of the Association is more comparable to the percentage total compensation increases of the comparables than is the District's proposal. The District's proposal would yield 4.84% compared to 8.85% for the Association proposal. The Iowa-Grant percentage increase was 8.5%, Lancaster 8.6%, Mineral Point 8.02%, Platteville 7.0% and Southwestern 7.58%. The Association further pointed out that the average salary increase on the salary schedule alone under the Boscobel settlement was \$1,806.22 or 8.7% per teacher.

The arbitrator in this case finds it unnecessary to resolve in detail the conflict between the parties with respect to which comparables should be utilized. In fact, the arbitrator is of the considered judgment that under the applicable statutory criterion and factors specified, all schools are material and relevant for comparative purposes. The particular comparative use and the particular weight that is afforded each district to which comparison is made, either individually or as a group, also varies and constitutes a many faceted consideration.

For the most part, and in the first instance, an arbitrator must start with the initial premise that the existing salary

structure was developed by the parties and evolved as a result of the parties having developed it through negotiations and/or possibly arbitrations and that the particular attributes present in the salary structure is a result of the parties having brought to bear and considered during the course of its development all the considerations that are referred to in the statute and which the arbitrator is directed to apply and which would therefore include decisions on comparability, comparisons, ability to pay, burden on the taxpayer, equity to the employee, and all of the innumerable matters that bear upon the development of a particular salary schedule to a particular salary level. In other words, the beginning point is the salary structure that then exists and the initial premise is that it is where it is as a result of the parties themselves having placed it there after having considered and evaluated all applicable considerations thereto. One must start with that assumption. It is not, however, a non-rebuttable presumption.

For example, if, for the past number of years the parties have negotiated salary structure so as to maintain a relative parity with districts A, B, C, D, E, F, G and H, one could conclude from such evidence that the parties themselves have established districts as comparables for purposes of reference in negotiating and setting their salary structure. If, for instance, over a substantial period of years the Darlington

School District maintained a comparable position within such group at the first, second or third position on an average, one could reasonably conclude that the parties themselves had concluded that Darlington belonged at such parity level with the other districts. If, on the other hand, the evidence revealed that they historically placed at the fifth, sixth or seventh position amongst the groups referred to, one could conclude that the parties themselves had concluded that on the parity level, all things being considered, that Darlington belonged in such position in relation to the other districts.

Now, one recognizes that everything changes. Undoubtedly, the make-up of school districts change with respect to their economic base, number of students, and numerous other factors. Over a period of a few years, one may find that districts A, B and C experience significant increases in tax base by virtue of new businesses, etc., without a corresponding increase in the number of students. At the same time one may find that one or more other districts are experiencing a significant increase in the number of students without any significant increase in tax base. As a third aspect, one may find that one or more districts of the original group which have been regarded as comparables, may be experiencing a shrinking tax base with businesses closing or moving out of the district while at the same time experiencing an increase

in the number of students.

One might ask what is the relevance of the above observations. In the judgment of the undersigned arbitrator, where the schools which the parties have made comparison to and utilized as references and negotiated their particular level of salary and other fringe benefits at a particular point in reference to such other districts, the arbitrator should continue to give greater credence to those comparables that the parties themselves have established and historically utilized, with the exception that the particular weight afforded one or more districts for comparative purposes may be afforded greater or lesser weight and somewhat greater weight may be afforded relative comparison to other districts not heretofore utilized where evidence is presented sufficient to show significant changes such as those above referred to that may affect comparability of one district to another and have bearing on where their respective salary schedules may stand with respect to another. In order to persuade one to deviate from the historical comparison group, the evidence must be sufficient to show a clear change in the comparability factors of the subject district to those which are sought to be either excluded or included within the new comparability grouping.

The District argued in this case that numerous things have occurred to the Darlington School District which is located



in Lafayette County which for the years 1986-1987 causes it to be significantly changed from its historical position to where comparing the Darlington District to others such as Platteville and Lancaster, is improper.

A detailed study and examination of the various exhibits, particularly Association Exhibits 1 through 40, show the relative ranking of Darlington teachers at the various benchmarks in the salary structure in comparison to the Districts of Mineral Point, Platteville, Lancaster, Iowa-Grant and Southwestern from 1981-82 to the 1986-87 contract year which reflects the settlements that have been reached for the 1986-87 year at those districts. What such exhibits reveal is that the parties have recognized from a general average proposition the premise that several of the districts within such group apparently are viewed as being more able to pay a somewhat higher rate than is Darlington. Such exhibits show that Darlington School District has provided wage schedules for teachers in the benchmark positions ranging generally in the middle of such six district group to that of the lowest in the group. There is some difference within each benchmark but based on the scattergram of where the majority of teachers are located within the salary schedule at Darlington, it appears to the arbitrator that very close to a majority of them are located at the top of the various lanes. As a result, it is probably more meaningful

to examine the comparative analysis between the School District of Darlington and its relative ranking therein compared with the other settled districts. At the BA maximum step, Association Exhibits 15 through 20 show the historical ranking of said schools from 1981-82 to 1986-87 are as follows:

1981-1982

RANKING

RANK	SCHOOL NAME	VALUE
1	Mineral Point	\$17,761
2	Lancaster	16,908
3	Southwestern	16,776
4	Group Average	16,652
5	Iowa-Grant	16,150
6	Platteville	15,662
7	Darlington	15,350

The average BA Maximum salary of the group is \$16,652 exclusive of Darlington.

The Darlington salary at \$15,350 is:

- a) \$1,302 below the average.
- b) \$2,411 below the top.

1982-1983

RANKING

RANK	SCHOOL NAME	VALUE
1	Mineral Point	\$18,488
2	Lancaster	18,200
3	Group Average	17,508
4	Southwestern	17,280
5	Platteville	16,986
6	Iowa-Grant	16,584
7	Darlington	15,780

The average BA Maximum salary of the group is \$17,508 exclusive of Darlington.

The Darlington salary at \$15,780 is:

- a) \$1,728 below the average.
- b) \$2,708 below the top.

1983-1984

RANKING

RANK	SCHOOL NAME	VALUE
1	Mineral Point	\$19,104
2	Lancaster	19,076
3	Southwestern	18,432
4	Group Average	18,383
5	Platteville	17,760
6	Iowa-Grant	17,540
7	Darlington	17,130

The average BA Maximum salary of the group is \$18,383 exclusive of Darlington.

The Darlington salary at \$17,130 is:

- a) \$1,253 below the average.
- b) \$1,974 below the top.

1984-1985

RANKING

RANK	SCHOOL NAME	VALUE
1	Mineral Point	\$20,226
2	Lancaster	20,199
3	Southwestern	19,296
4	Group Average	19,296
5	Platteville	18,737
6	Iowa-Grant	18,020
7	Darlington	17,820

The average BA Maximum salary of the group is \$19,296 exclusive of Darlington.

The Darlington salary at \$17,820 is:

- a) \$1,476 below the average.
- b) \$2,406 below the top.

1985-1986

RANKING

RANK	SCHOOL NAME	VALUE
1	Lancaster	\$21,525
2	Mineral Point	21,221
3	Group Average	20,644
4	Southwestern	20,520
5	Platteville	20,336
6	Darlington	19,621
7	Iowa-Grant	19,618

The average BA Maximum salary of the group is \$20,644 exclusive of Darlington.

The Darlington salary at \$19,621 is:

- a) \$1,023 below the average.
- b) \$1,904 below the top.

1986-1987

RANKING

RANK	SCHOOL NAME	VALUE
1	Mineral Point	\$22,763
2	Lancaster	22,725
3	Group Average	21,927
4	Southwestern	21,800
5	Platteville	21,470
6	Iowa-Grant	20,876
7	Darlington (Assoc)	20,830
<u>8</u>	<u>Darlington (Board)</u>	<u>20,275</u>

The average BA Maximum salary of the group is \$21,927 exclusive of Darlington.

The Darlington Association proposal at \$20,830 is:

- a) \$1,097 below the average.
- b) \$1,933 below the top.

The Darlington Board proposal at \$20,275 is:

- a) \$1,652 below the average.
- b) \$2,488 below the top.

The MA maximum step also contains a fair number of teachers in the Darlington District and a historical comparison of the same districts at that level is also revealing. Association Exhibits 36 through 41 show the following:

1981-1982

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$20,252
2	Iowa-Grant	19,855
3	Group Average	19,549
4	Mineral Point	19,457
5	Southwestern	19,344
6	Lancaster	18,833
7	<u>Darlington</u>	<u>18,690</u>

The average MA Maximum salary of the group is \$19,549 exclusive of Darlington.

The Darlington salary at \$18,690 is:

- a) \$ 859 below the average.
- b) \$1,562 below the top.

1982-1983

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$21,325
2	Group Average	20,434
3	Iowa-Grant	20,388
4	Mineral Point	20,350
5	Lancaster	20,216
6	Southwestern	19,890
7	Darlington	19,190

The average MA Maximum salary of the group is \$20,434 exclusive of Darlington.

The Darlington salary at \$19,190 is:

- a) \$1,244 below the average.
- b) \$2,135 below the top.

1983-1984

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$22,227
2	Iowa-Grant	21,560
3	Group Average	21,466
4	Mineral Point	21,275
5	Southwestern	21,138
6	Lancaster	21,128
7	Darlington	20,760

The average MA Maximum salary of the group is \$21,466 exclusive of Darlington.

The Darlington salary at \$20,760 is:

- a) \$ 706 below the average.
- b) \$1,467 below the top.

1984-1985

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$23,449
2	Group Average	22,495
3	Mineral Point	22,416
4	Lancaster	22,306
5	Iowa-Grant	22,227
6	Southwestern	22,074
7	Darlington	21,573

The average MA Maximum salary of the group is \$22,495 exclusive of Darlington.

The Darlington salary at \$21,573 is:

- a) \$ 922 below the average.
- b) \$1,876 below the top.

1985-1986

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$25,451
2	Group Average	24,219
3	Lancaster	24,200
4	Iowa-Grant	24,198
5	Mineral Point	23,844
6	Darlington	23,728
7	Southwestern	23,400

The average MA Maximum salary of the group is \$24,219 exclusive of Darlington.

The Darlington salary at \$23,728 is:

- a) \$ 491 below the average.
- b) \$1,723 below the top.

1986-1987

RANKING

RANK	SCHOOL NAME	VALUE
1	Platteville	\$26,748
2	Group Average	25,783
3	Iowa-Grant	25,750
4	Lancaster	25,660
5	Mineral Point	25,444
6	Southwestern	25,313
7	Darlington (Assoc)	25,195
8	Darlington (Board)	24,515

The average MA Maximum salary of the group is \$25,783 exclusive of Darlington.

The Darlington Association proposal at \$25,195 is:

- a) \$ 588 below the average.
- b) \$1,553 below the top.

The Darlington Board proposal at \$24,515 is:

- a) \$1,268 below the average.
- b) \$2,233 below the top.

What the above exhibits clearly show is that the parties themselves have historically recognized that Darlington District should be and is placed as per their negotiated relative standing on the low side to those other stated districts. Such placement would infer the fact that the parties have given consideration to all the various factors that would contribute to reaching that level of settlement that would reflect the differences that arguably exist/<sup>for</sup> comparative purposes to the districts.

The District's offer constitutes an increase of 4.84% which would yield a dollar increase to the average teacher at the BA maximum step of \$654.00. The Association proposal



constitutes a 7.89% increase on wages only and would result in a \$1,209.00 increase to a teacher at the BA maximum step. Association Exhibit No. 21 contains the comparative data from the dollar increase perspective at the BA maximum step and is as follows:

1986-1987 OVER 1985-1986

BA MAXIMUM

RANK	SCHOOL NAME	\$ INCR
1	Mineral Point	\$1,542
2	Group Average	1,283
3	Southwestern	1,280
4	Iowa-Grant	1,258
5	Darlington (Assoc.)	1,209
6	Lancaster	1,200
7	Platteville	1,134
8	Darlington (Board)	654

The average BA Maximum \$ increase of the group is \$1,283 exclusive of Darlington.

The Association proposal at \$1,209 is:

- a) \$ 74 below the average.
- b) \$333 below the top.

The District proposal at \$654 is:

- a) \$629 below the average.
- b) \$888 below the top.

It is clear from such exhibit, and there are other exhibits which reflect similar results at all steps of the salary schedule, that the Association's offer basically maintains the respective ranking of teachers under the salary schedule at Darlington

in the same relative standing compared with those teachers at the other comparable districts indicated. It is interesting in particular to note that the level of settlement at the Districts of Iowa-Grant, Mineral Point, Southwest Wisconsin, and Boscobel, are extremely comparable to the proposal of the Association in both percentage increase and in dollar amounts generated. Those four districts are included within the group which the District itself is willing to recognize as constituting what they contend should be a new set of comparables.

The crucial question to resolve at this juncture is the claim of the District that the Darlington School District has been so significantly impacted by the poor economic condition of agriculture to where it should recognizably and substantially depart from the level of settlements that other districts such as Iowa-Grant, Mineral Point, Southwest Wisconsin and Boscobel have settled at presumably because all factors and considerations lead one to conclude that there has been a significant change and much greater adverse impact in the economy upon the Darlington District than there has been on the other districts.

While there has been considerable argument as to the percentage of taxes paid and derived from the agri business of taxpayers in the Darlington School District compared to the percentage of taxes derived from farming operations in those

other districts, the arbitrator finds that the difference is not shown to have changed significantly over the past five years, such as from 1981-82 to 1986-87. There is no evidence to show that there has been a substantial or significant loss of a large taxpayer such as a large contributing taxpayer having gone out of business or moved so as to substantially impact upon the total taxable property and taxes therefore received on behalf of the School District in the Darlington School District as opposed to what has occurred in the other districts to which comparison is made.

A study of the exhibits indicates that the levy rate in the Darlington School District is not significantly out of step with the levy rate in other districts. In fact, it is lower than the levy rate in Iowa-Grant, Mineral Point or Southwest. While there is considerable difference between the impact of levy rate and the level at which levy rate is set, depending upon the level of assessment to properties within each taxing district, it appears that there has been a significant re-evaluation of property within the Darlington School District so as to meet what the District claimed was previously an unusually high assessment of property. It seems to the arbitrator more meaningful to look at the cost expended by each district per student and in that respect, the records indicate that the Darlington School District expended \$3,381.44 for each

student compared to \$3,512.35 for Iowa-Grant, \$3,688.83 per student in Mineral Point, and \$3,717.42 per student at Southwest Wisconsin.

The DPI utilizes a very complex formula in determining aid per member that is funneled back to each district. It is a formula, however, that on its surface and as a general rule, tends to assist the district that is least able to afford educating its students because it has a lower tax base, less ability to pay, less taxable property, or a greater number of students, to the extent that in the final analysis the burden of each taxpayer throughout the State is tended to be somewhat more equalized so that each dollar spent for the education of a student is drawn and paid for by aid that is credited back combined with that portion derived from applying the levy rate to the taxable property. For example, in the Darlington School District, there is \$173,559.00 of taxable property based upon assessed value that is subject to be taxed for each student in the District. In Iowa-Grant, there is \$160,864.00 of taxable property per student. In Southwest Wisconsin, there is \$116,360.00 of taxable valued property for each student. In Southwest Wisconsin, the aid per member is therefore considerably larger to reduce the burden on the taxpayer because where there is a lower amount of property which can be taxed per student, in the absence of some relief from aid, the levy rate would necessarily have to be set much higher in order

to generate the necessary dollars that are required to educate each student. Where the valuation of property in the Darlington School District was considerably higher than has been shown to be its true value as shown by foreclosures and for sales and prices received and paid for farm lands in the last several years, there is evidence in the record to show that the total valuation in the District of farm properties has been significantly devalued so that the State aid per member is significantly increased as a result.

In the judgment of the arbitrator, such facts serve to negate to some extent the impact and weight to be afforded the cogent and persuasive arguments advanced by counsel on behalf of the District. There is no doubt but that farmers have gone through and are still experiencing high prices for what they buy and low prices for what they sell and an extremely contracted economy to where the vast majority of farmers have a heavy burden placed upon them to continue paying taxes and to continue to survive. The crucial fact in this case, however, is that the evidence simply is not sufficient to show that the mix of taxpayers in the Darlington School District is so significantly impacted by the economy for the 1986-87 year differently from the impact of the same economic factors upon a not significantly different mix of taxpayers and tax base properties in the districts to which comparisons have

been made, primarily those of Mineral Point, Iowa-Grant, Southwest Wisconsin and Boscobel.

The District presented some exhibits setting forth certain salaries at benchmark positions for additional schools that were included within what they claimed was the proper group of comparables for prior years. For example, one of the Board exhibits on comparability labeled number 9, page 1, revealed that in 1983-84, the MA maximum rate at Belmont was \$19,115.00, Blackhawk was \$20,967.00, Boscobel was \$21,974.00, Cuba City was \$21,016.00, Darlington was \$20,760.00, Fennimore was \$19,745.00, Iowa-Grant was \$21,560.00, Mineral Point was \$21,275.00, Pecatonica was \$21,383.00, Riverdale was \$21,047.00, Shullsburg was \$20,525.00 and Southwest Wisconsin was \$21,138.00.

The District also presented follow-up exhibits for the years 1984-85 and 1985-86 which indicated a continuation of relative comparison in relationship of the schools one to another of approximately the same as shown by the 1983-84 benchmark salaries. One cannot draw a conclusion from an examination of those statistics that Darlington School District is somehow out of step with such other districts so as to warrant an increase for this contract term that would substantially change its comparative ranking with those other districts, particularly where a pattern of settlement in some of the districts to which comparison is made exists.

In the final analysis, application of the statutory factors of comparability to this case leads one to the conclusion that the Association offer on salary is the most supported by the evidence and application of the statutory factors. The impact of settlements in private industry is not deemed sufficiently significant in the overall analysis to dominate over the level of settlements and pattern that has developed within the comparable school districts themselves, because, for the most part, the majority of the tax base in the Darlington School District, as well as the comparable school districts, is based upon the agri business and the private sector businesses apparently do not dominate and set pattern with respect to school district and teacher settlements. It seems to the arbitrator that if the private sector settlements were to dominate in any respect, the levels of settlements at the comparable school districts would have reflected such settlements. The same analysis it seems, applies to the fact that the pattern of settlements that has emerged has done so despite the fact that the CPI if applied literally, would yield substantially less. It therefore appears that despite a relatively low CPI the parties who have negotiated settlements and set patterns have placed less weight upon the CPI and private settlement patterns than they have on other factors and considerations

in arriving at the level of settlements which on an average is shown to be approximately 8%.

That is not to say that CPI is not to be given consideration in and of itself in an interest arbitration nor that settlements in a private sector are not also similarly to be given independent consideration. It seems, however, to this arbitrator, that where substantially and historically considered comparable school districts have reached a particular level of settlement in a sufficient number so as to establish some form of pattern within the group or groups of comparables, that such level of settlement is indicative of the relative weight and importance that such districts have afforded whatever level the CPI may be at that time and whatever level of settlements that may have been present in the private sector and giving such matters due consideration and proper weight have nevertheless on consideration of all circumstances and factors bearing upon their situation, arrived at a particular level of settlement. It seems to this arbitrator that such matters are extremely important to an interest arbitrator and should be given considerable weight. Were an arbitrator to give little weight to such settlements under such circumstances and independently give significantly greater and possibly controlling weight to a factor such as CPI or private settlements in a district within a group of comparables where the other comparables



have in fact not done so, an arbitrator would be setting an independent pattern not comparable to that developed by other comparables who have reached settlements. The findings of an arbitrator under the statute is confined to selecting one or the other final offer without modification. In doing so, arbitrators select the one that is most supported by the evidence and application of the statutory criteria but which absent all such considerations, would presumably have been closest to the final settlement that the parties would presumably have reached had they continued to negotiate to a final settlement without having gone to arbitration. The presumption in those cases where settlements have been reached voluntarily by school districts within a group of comparables, is that those that have not yet reached settlement therein would reach settlements at a similar and comparable level were they to continue negotiations to a final settlement without resort to arbitration. In order for deviation to be applied to such case, evidence would be necessary to persuade a trier of fact that due to certain facts or circumstances, had the parties continued to negotiate the settlement would have been at some other settlement point other than one that is comparable to those arrived at by the comparable districts. In this case, the evidence presented by the District simply does not establish that the Darlington School District has significant singular problems

that are confined to the Darlington School District and which do not impact on comparable districts to support a major deviation from the level of settlements established by the comparables. The final offer of the District would substantially alter the relative standing of the salary schedule in the Darlington School District from the historical relationship it has had with those other comparable school districts, including those urged by the District as being newly considered comparables within the SWAL conference.

The two remaining issues that are contained in the final offers of the parties which require resolution in this case, involve a slight difference in the two offers of the parties concerning co-curricular pay. The arbitrator finds the differences between the two final offers on that issue to be relatively minor from a cost basis. Resolution of said issue will not impact one way or the other in any significant part to influence the choice of one final offer over the other. The proposal by both parties is reasonable and supported. Neither is clearly to be favored over the other. It is not an issue that dominates so as to influence the choice under application of the statutory factors in this case.

The final issue concerns the matter of dental insurance. The Association has proposed that dental insurance be included in the contract for the first time and the District has proposed

that it not be so included.

Both parties presented evidence and argument concerning whether or not it should or should not be included based upon analysis and comparisons to other school districts and whether or not such other school districts had dental insurance coverage and whether they did not. From an overall analysis of the evidence and arguments, it appears that approximately half of the districts referred to provide some form of dental insurance while approximately half do not.

While the Association's proposal on dental insurance wherein it names the carrier, is objectionable to the District, it does not appear to the arbitrator that consideration of the dental insurance issue in and of itself is sufficient to override the major dominance that attaches to the salary and salary schedule issue. The cost of dental insurance as proposed does not significantly alter the total package cost of the Association's proposal so as to place it unreasonably high in comparison to other settled districts and the total settlement package reached in those districts. The undersigned simply cannot find a sufficient basis in the District's position or argument to justify placing weight upon this issue greater than that of the salary and salary schedule issue so as to override the considerable disparity that is present between the two final offers on the salary and salary schedule structure.

It therefore follows on the basis of the above facts and discussion thereon, that the arbitrator issues the following decision and

AWARD

That the 1986-87 agreement between the Darlington Community School District and the Darlington Education Association shall include the final offer of the Darlington Education Association.

  
\_\_\_\_\_  
Robert J. Mueller  
Arbitrator

Dated this 8th day of May, 1987.