

JUL 08 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Mediation-Arbitration  
Between

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ELCHO TEACHERS ASSOCIATION

and

ELCHO SCHOOL DISTRICT

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Case 13

No. 36779 MED/ARB 3866

Decision No. 24087-A

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70 of the Wisconsin Municipal Employment Relations Act. Elcho Teachers Association (Association or Union) is the exclusive collective bargaining representative of certain employees of the Elcho School District (District or Board) in a collective bargaining unit consisting of all certified teaching personnel, including classroom teachers and teachers on leave, but excluding principals and the district administrator. The Union and the Board have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit.

The agreement expired on June 30, 1985. On March 28, 1985, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. On April 7, 1986, the Union filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. On May 8, 1986, a WERC staff member conducted an investigation and concluded that the parties were deadlocked in their negotiations. On November 13, 1986, the parties submitted to the investigator their final offers as well as a stipulation on matters agreed upon.

On November 17, 1986, the WERC certified that the conditions precedent to the initiation of mediation-arbitration had been met. Jay E. Grenig was appointed as the Mediator/Arbitrator on December 8, 1986.

Mediation proceedings were conducted on February 17, 1987, in Elcho, Wisconsin. Mediation being unsuccessful, the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on April 3, 1987. The Board was represented by Steven Holzhausen, Membership Consultant, Wisconsin Association of School Boards. The Union was represented by Robert A. Arends, Executive Director, Wisconsin Education Association Council, UniServ Council 21.

The parties were given full opportunity to present relevant evidence and arguments. Upon receipt of the parties' reply briefs, the hearing was declared closed on June 29, 1987.

## II. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis. Stats. § 111.70(4)(cm)(7) criteria:

- A. The lawful authority of the employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services commonly known as the cost of living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, in-

surance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

### III. FINAL OFFERS

The only issue remaining in dispute between the parties is which salary schedule is to be included in the 1985-87 collective bargaining agreement. A copy of the Union's final offer is attached to this Award as Exhibit A and a copy of the Board's final offer is attached as Exhibit B.

With respect to 1985-86, the Board's offer would result in an average per teacher salary increase of \$1,664 or 8.3% (6% when salary schedule increments are disregarded). The average per teacher package increase in the Board's offer would be \$2,211 or 8.3%. The Board's offer would result in a starting salary of \$14,530 and a maximum salary of \$25,718. The Union's offer would result in an average per teacher salary increase of \$2,111 or 10.5% (8.1% disregarding salary schedule increments). The per teacher package increase in the Union's offer would average \$2,747 or 10.3%. The Union's offer would result in a starting salary of \$14,849 and a maximum salary of \$26,515.

With respect to 1986-87, the Board's offer would provide an average per teacher salary increase of \$1,702 or 7.8% (6% disregarding salary schedule increments). The per teacher package increase in the Board's offer would average \$2,248 or 7.7%. The Board's offer would result in a starting salary of \$16,105 and a maximum salary of \$27,261. The Union's offer would provide an average per teacher salary increase of \$2,043 or 9.2% (7.4% disregarding salary schedule increments). The average per teacher package increase in the Union's offer would be \$2,578 or 8.8%. The Union's offer would result in a starting salary of \$15,822 and a maximum salary of \$28,731.

#### IV. POSITIONS OF THE PARTIES

##### A. THE UNION

The Union asserts that comparability takes many perspectives into view, rather than narrowly focusing on one segment of a geopolitical whole. The Union says that to select one size group, one athletic conference, one local radius, one area geopolitical unit, or even one narrowly drawn regional grouping and consider it in isolation would be to ignore the reality of the whole. The Union submits that a reasoned view of first a national set of comparisons, followed by a state set of comparisons, followed by a regional set should be used.

According to the Union, the evidence shows a vast difference between beginning professionals nationally and beginning teachers at the District. The Union asserts that teacher salaries nationwide have taken a severe beating in constant dollars since 1971-72. It claims teachers feel economically oppressed. Pointing to various national studies, the Union argues that the studies demonstrate the need for increasing teacher salaries.

The Union contends that state settlement data should be used because the state requires minimum standards of schools as well as gives financial aid to schools. It asserts that a larger statistical sampling results in more valid comparisons. The Union also claims that the state's fiscal policies very directly affect the District's schools.

It is the Union's position that the Arbitrator should use the school districts used in the previous arbitration by Arbitrator Monfils plus the contiguous districts of Rhineland and Antigo as the comparable districts in this proceeding. The Union argues that the athletic conference used by the Board is not appropriate, since only two schools in the conference are similar to the District in economics or demographics. According to the Union, the District is more like Minocqua, Eagle River, and Rhineland-er than it is like Goodman, Wabeno, Florence, Laona, Cran-don, White Lake and Pembine.

The Union believes that the District has an enviable property base to support education, but spends some of the lowest amounts per student of the area schools. The Union

declares that the Board's financial effort to maintain a sound educational system is poor compared to its property wealth.

Analyzing average benchmark increases in its comparables, the Union contends that the District's salary at those benchmarks is decidedly lower and that its offer reflects the percentage increases in the comparables as well as some "lift" for "catch-up." It also points out that teachers will receive their 1985-86 salaries almost two years "late" with the result that the value of both offers will be significantly diminished. The Union contends that a 7.56% unilateral increase in workload (resulting from a reduction in teacher preparation time) since 1984-85 justifies the Union's increases without regard to other schools' increases.

With respect to the 1986-87 salaries, the Union argues that the Board's proposal to change the structure of the salary schedule by eliminating a step has the effect of artificially inflating four of the benchmarks (BA Min, BA 7, MA, and MA 10). It contends that the Board is attempting to alter the status quo of the schedule structure without support in comparability, without compelling need, without offering a meaningful quid pro quo and without attempting to bargain with the Union. The Union says the Board's proposal does not improve the District's position, except in the base area and those leaps upward are too much too quick, at the obvious expense of the career employees.

The Union disagrees with the Board's costing, asserting that the "cast forward" method does not represent real pay increases because it does not take into account the departure of higher paid, senior teachers.

The Union argues that the cost of living factor is of little importance when there is already an established settlement pattern.

With respect to the statements from area employers, the Union argues that statements were solicited from the employers with a "let's get the teachers" tone. It says that the information is of little issue because most of the employers are unorganized and there is no information available as to whether the increases are wage rate increases or package increases. The Union claims that the District's information regarding salary increases in other districts is inaccurate.

## B. THE BOARD

Contending that arbitrators have traditionally and consistently relied upon the athletic conference to determine comparables, the Board asserts that the district in the Northern Lakes Athletic Conference should be the comparables for purposes of this proceeding. The Board argues that the districts used as comparables by Arbitrator Monfils should not be controlling. It says that Arbitrator Monfils expanded the comparables because less than half of the districts in the conference were settled. The Board also contends that a statistical analysis indicates the the Union's proposed comparability grouping is not valid. The Board proposes using a statistical test based on the BA Base average and the MA Base average.

Citing unspecified labor economists, the Board argues that wage increases should follow the same trend as the inflation rate. It claims that the Union cannot justify a total package increase over a two-year period of 19.1% when the inflation rate over the same period is one percent. According to the Board, no other employee group in the area, state, or nation has enjoyed wage increases of the magnitude it is offering, much less what the Union is seeking.

It is the Board's position that comparisons with other employee groups indicates the Board's final offer is more reasonable. The Board says that settlement patterns in private industry and in public employment indicate a downward trend, not acceleration as is suggested by the Union's final offer. According to the Board, its final offer greatly exceeds any of the salary increases granted by other area employers in both the public and private sectors. With respect to the Endicott Report on starting salaries in private employment, the Board argues that the Report does not provide data representative of private sector employment of college graduates.

With respect to salary increases in the comparable districts, the Board argues that benchmark comparisons are unreliable and should be given no weight by the Arbitrator. The Board asserts that there have been a number of settlements in the Northern Lakes Athletic Conference that make the use of benchmarks unreliable.

According to the Board, the average percent and dollar increases on salary and total package support the Board's final offer. The Board believes that the evidence con-

clusively proves that the Union has deviated from the established settlement pattern among the comparable school districts.

The Board claims that the interests and welfare of the public would best be served by the selection of its final offer. The Board says it cannot in good conscience agree to burden th already hard-pressed taxpayer with a significant expenditure increase to cover the Union's excessive 10.5% total package increase for 1985-86 and 8.8% total package increase for 1986-87. The Board asserts that it cannot ignore the economic difficulties faced by the tax-paying public in the District. The Board notes the Final Report of the Wisconsin Expenditure Commission in which the Commission recommended that "the compensation package . . . of state and local government should be based on a review of the private, competitive market."

With respect to the deletion of a step on the salary schedule, the Board says this is beneficial to both parties. The Board notes that three out of ten school districts in the conference have either deleted steps or adjusted experience increments to remain competitive on the hiring rate. Pointing out the 12% salary increase for teachers at the lane maximums, the Board argues that teachers at the top of the schedule will also benefit from the Board's proposal. The Board claims that its action will assist it to recruit quality teachers.

## V. FINDINGS

### 1. LAWFUL AUTHORITY OF THE EMPLOYER.

The lawful authority of the Employer is not at issue in this proceeding.

### 2. STIPULATIONS OF THE PARTIES.

There were no stipulations of the parties relevant to this arbitration proceeding.

### 3. ABILITY TO PAY AND INTERESTS AND WELFARE OF THE PUBLIC.

This criterion requires an arbitrator to consider both the employer's ability to pay each of the offers and the interests and welfare of the public. There is no claim the Board lacks the ability to pay either offer.

In 1984-85 the District had an equalized valuation per member of \$300,254. The equalized valuation per member in the comparable districts (see discussion regarding selection of comparables infra) ranged from \$92,453 to \$427,120 and the average equalized valuation per member was \$235,181. (The state average for the same period was \$163,876.) The median equalized valuation per member was \$194,628.

The cost per member in 1984-85 in the District was \$3,261. The cost per member in the comparable districts ranged from \$2,541 to \$4,856. The average cost per member was \$3,530 and the median cost per member was \$3,583. (The state average for the same period was \$3,920.)

The District's levy rate (in mils) in 1984-85 was 10.86. The levy rate in the comparable districts ranged from 9.4 to 17.9. The average levy rate in the comparable districts was 11.34 and the median levy rate was 11.75. (The average levy rate in Wisconsin was 12.32.) There is no evidence in the record indicating what, if any, increase in the levy rate would be required by either offer.

#### 4. COMPARISON OF WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT.

a. Selection of Comparable Districts. The purpose of comparing wages, hours and other working conditions of comparable districts is to obtain guidance in determining the pattern of voluntary settlements among the comparables as well as the actual wage rates of these comparable districts for similar work by persons with similar education and experience. National and state averages are virtually meaningless in a proceeding such as this since those averages include districts (for example, York City, Chicago, Milwaukee) whose economic conditions and working conditions are considerably different than those in the District here. Furthermore, the evidence does not disclose the characteristics of the "average teacher" that is the subject of those statistics. One would have to know the years of experience, amount of education, fringe benefits, class size, and other conditions of employment in order to make any comparison meaningful.

In determining which districts are appropriate comparables, arbitrators generally take into account such factors as size, geographical location, number of employees, and equalized valuation. See City of Two Rivers, Dec. No. 25740-B (Haferbecker 1980). Geographic proximity is par-



ticularly significant because employers, both public and private, normally compare their wages with other employers and employees in the geographic area. Geographic proximity also gives weight to local economic conditions.

Where an arbitrator has selected comparable districts in a prior arbitration between the parties, the parties are generally better served by using the same comparables in order to provide some stability and consistency in the parties' collective bargaining relationship. Kenosha, Dec. No. 19916-A (Kerkman 1983) ("Once comparables have been determined for the parties, it is in the best interest of those parties for the purposes of future collective bargaining to maintain a consistency of where the comparables reside."). Arbitrator Kerkman went on to state that maintaining consistency "avoids comparability shopping in which parties often engage and, therefore, creates a basis for comparisons which are conducive to settlement." See also Cuba City School Dist., Dec. No. 22267-B (Mueller 1986); City of Madison, Dec. No. 21345-A (Vernon 1984).

Neither party has presented compelling reasons for adding to or subtracting from the comparables used by Arbitrator Monfils in 1983. In the absence of a compelling reason for using different comparables, it is concluded that the appropriate comparable school districts for use in this proceeding are as follows:

Crandon  
Florence  
Goodman  
Laona  
Pembine  
Phelps  
Three Lakes  
Wabeno  
White Lake  
Arbor-Vitae  
Flambeau Joint #1  
Mercer  
Minocqua  
North Lakeland  
Prentice  
Rib Lake  
CESA 2 (since renamed CESA 9)

Because Rib Lake, Prentice, Flambeau # 1 and CESA 9 were not settled at the time the record closed in this proceeding, those districts are not used for purposes of comparison for 1986-87.

b. Benchmark Analysis. Because of the complexities of teacher salary schedules, arbitrators in public education interest arbitrations have frequently found a comparison of selected positions ("benchmarks") on the teacher salary schedules to be helpful in evaluating the reasonableness of the parties' offers. The most frequently used benchmarks are BA Minimum, BA 7, BA Maximum, MA Minimum, MA 10, MA Maximum, and Schedule Maximum.

**BA MINIMUM.** In 1984-85 salaries in the comparable districts at this benchmark ranged from \$12,913 to \$15,264. The average salary at this benchmark was \$14,091 and the median salary was \$14,205. The District's salary of \$13,708 at this benchmark placed it fourth from the bottom among the comparables.

In 1985-86 salaries in the comparable districts ranged from \$14,004 to \$15,661 at this benchmark. The average salary at this benchmark was \$15,086 and the median salary was \$15,170. The Board's offer of \$14,530 would drop the District to third from the bottom among the comparables at this benchmark and the Union's offer of \$14,849 would lift it to fifth from the bottom.

In 1986-87 salaries in the settled comparable districts ranged from \$18,793 to \$23,460 at this benchmark. The average salary at this benchmark was \$16,237 and the median salary was \$16,108. The Board's offer of \$16,105 would place the District seventh from the bottom and the Union's offer of \$15,822 would place it fourth from the bottom.

**BA 7.** In 1984-85 salaries in the comparable districts at this benchmark ranged from \$17,120 to \$18,930. The average salary at this benchmark was \$17,830 and the median salary was \$17,856. The District's salary of \$17,461 at this benchmark placed it sixth from the bottom among the comparables.

In 1985-86 salaries in the comparable districts at this benchmark ranged from \$18,300 to \$19,621. The average salary at this benchmark was \$19,000 and the median salary was \$19,055. The Board's offer of \$18,508 would place the District fifth from the bottom at this benchmark and the Union's offer of \$18,794 would place it seventh from the bottom.

In 1986-87 salaries in the comparable districts at this benchmark ranged from \$18,793 to \$23,460. The average

salary at this benchmark was \$20,653 and the median salary was \$20,617. The Board's offer of \$20,322 would place the District fourth from the bottom and the Union's offer of \$20,080 would place it third from the bottom.

BA MAXIMUM. In 1984-85 salaries in the comparable districts at this benchmark ranged from \$20,475 to \$24,372. The average salary at this benchmark was \$21,549 and the median salary was \$2,354. The District's salary of \$21,215 at this benchmark placed it ninth from the bottom.

In 1985-86 salaries in the comparable districts at this benchmark ranged from \$21,874 to \$25,289. The average salary at this benchmark was \$22,914 and the median salary was \$22,615. The Board's offer of \$22,487 would place the District eighth from the bottom at this benchmark and the Union's offer of \$22,740 would place it eleventh from the bottom.

In 1986-87 salaries in the 13 settled comparable districts at this benchmark ranged from \$23,265 to \$26,190. The average salary at this benchmark was \$24,689 and the median salary was \$24,650. The Board's offer of \$23,836 would place the District third from the bottom at this benchmark and the Union's offer of \$24,337 would place the District sixth from the bottom.

MA MINIMUM. In 1984-85 salaries in the comparable districts at this benchmark ranged from \$14,157 to \$18,930. The average salary at this benchmark was \$15,975 and the median salary was \$15,864. The District's salary of \$15,727 at this benchmark placed it tenth from the bottom.

In 1985-86 salaries in the comparable districts ranged from \$15,330 to \$19,420 at this benchmark. The average salary at this benchmark was \$17,165 and the median salary was \$17,050. The Board's offer of \$16,670 at this benchmark would place the District sixth from the bottom and the Union's offer of \$17,023 would place it tenth from the bottom.

In 1986-87 salaries in the 13 settled comparable districts ranged from \$16,649 to \$23,460 at this benchmark. The average salary at this benchmark was \$18,627 and the median salary was \$18,158. The Board's offer of \$18,409 would place the District tenth from the bottom and the Union's offer of \$18,085 would place sixth from the bottom.

MA 10. In 1984-85 salaries in the comparable districts at this benchmark ranged from \$19,690 to \$24,429.

The average salary at this benchmark was \$22,016 and the median salary was \$21,936. The District's salary of \$21,636 at this benchmark was seventh from the bottom.

In 1985-86 salaries in the comparable districts at this benchmark ranged from \$21,718 to \$25,232. The average salary at this benchmark was \$23,494 and the median salary was \$23,362. The Board's offer of \$22,934 would place the District sixth from the bottom at this benchmark and the Union's offer of \$23,399 would place it tenth from the bottom.

In 1986-87 salaries in the comparable districts at this benchmark ranged from \$23,411 to \$31,650. The average salary at this benchmark was \$25,936 and the median salary was \$25,206. The Board's offer of \$25,047 would place the District fourth from the bottom and the Union's offer of \$25,083 would place it fifth.

MA MAXIMUM. In 1984-85 salaries in the comparable districts at this benchmark ranged from \$21,607 to \$28,706. The average salary at this benchmark was \$24,790 and the median salary was \$23,549. The District's salary of \$23,606 at this benchmark was tenth from the bottom.

In 1985-86 salaries in the comparable districts at this benchmark ranged from \$23,374 to \$29,443. The average salary at this benchmark was \$26,389 and the median salary was \$25,216. The Board's offer of \$25,022 would place the District sixth from the bottom and the Union's offer of \$25,524 would place it tenth from the bottom.

In 1986-87 salaries in the 13 comparable settled districts at this benchmark ranged from \$26,080 to \$32,991. The average salary at this benchmark was \$28,428 and the median salary was \$26,925. The Board's offer of \$26,523 would place the District third from the bottom and the Union's offer of \$27,416 would place it eighth from the bottom.

SCHEDULE MAXIMUM. In 1984-85 salaries in the comparable districts at this benchmark ranged from \$21,890 to \$33,158. The average salary at this benchmark was \$26,222 and the median salary was \$24,788. The District's salary of \$24,263 at this benchmark placed it sixth from the bottom.

In 1985-86 salaries in the comparable districts ranged from \$24,124 to \$33,986 at this benchmark. The average

salary at this benchmark was \$28,161 and the median salary was \$26,877. The Board's offer of \$25,718 would place the District fourth from the bottom at this benchmark and the Union's offer of \$26,515 would place it seventh from the bottom.

In 1986-87 salaries in the settled comparables at this benchmark ranged from \$27,469 to \$36,428. The average salary at this benchmark was \$30,674 and the median salary was \$28,800. The Board's offer of \$27,261 would put the District in last place at this benchmark and the Union's offer of \$28,731 would put it seventh from the bottom.

With respect to the 1985-86 salary proposals, the Union's proposal provides District teachers with a salary substantially closer to both the average and median salaries at all the benchmarks in the comparable districts. More importantly, the Board's offer would cause the District's salary position relative to the other districts to decline at each and every benchmark.

With respect to the 1986-87 salary proposals, the Union's proposal provides District teachers with a salary closer to the average salaries at four of the seven benchmarks (BA Max, MA 10, MA Max and Schedule Max). The Union's proposal provides District teachers with a salary closer to the median salaries at four of the seven benchmarks (BA Max, MA Min, MA 10, and Schedule Max). The Union's proposal is closer to both the median and average salaries at three of the benchmarks (BA Max, MA 10 and Schedule Max). As a result of the Board's deleting the first step of the salary schedule in its proposal for 1986-87, the Union's offer would result in an erosion of the District's salary position at six of the seven benchmarks (the Board's proposal would result in erosion of the District's salary position at four of the seven benchmarks).

c. Private Sector Employment. The record indicates that nationally collective bargaining for the first nine months of 1985 resulted in an average 2.3% wage increase. The Board's survey of employers in the district shows wage increases ranging from 7.6% to 0% for 1986 and from 3% to 0% in 1987. The record does not indicate what the actual wage rates were for the employees in either the national or the District survey. Further, the evidence does not indicate whether the wage increases included increases for experience, longevity or additional educational credits as the increases used by the Board in calculating the amount of the wage increases proposed for the District teachers.

#### 5. INCREASE IN THE COST OF LIVING.

The increase in the cost of living as measured by the Consumer Price Index for Nonmetropolitan Urban Areas indicates that the cost of living increased by 5.9% from August 1983 to August 1986. During the same period District teachers received salary increases ranging from 13.2% to 29.5%.

#### 6. TOTAL COMPENSATION.

The average teacher salary in the District in 1984-85 was \$20,133. The Board's offer would result in an average salary of \$21,797 in 1985-86 and an average salary of \$23,499 in 1986-87. The Union's offer would result in an average salary of \$22,244 in 1985-86 and \$24,287 in 1986-87. The projected difference between the parties' wage offers is approximately \$26,000 for the two-year period.

#### 7. CHANGES DURING PENDENCY OF ARBITRATION.

There have been no material changes during the pendency of this arbitration proceeding.

#### 8. OTHER FACTORS

Several reports have concluded that salaries for the teaching profession must be increased. The Final Report of the Wisconsin Expenditure Commission states that "the compensation package . . . of state and local government should be based on a review of the private competitive market."

### VI. ANALYSIS

The interests and welfare of the public include both the financial burden on taxpayers and the provision of a quality education for District students. The record discloses that the District has a per member equalized valuation greater than the median and average of the comparable districts. The District also has a cost per member lower than that of the comparable districts. Neither the financial burden on the District taxpayers nor the amount spent on District pupils appears to be greater than average of the comparable districts.

The public has an interest in keeping the District in keeping the District in a competitive position to recruit

new teachers and to retain competent, experienced teachers now serving the District. Presumably the public is interested in employing teachers who are treated fairly. What constitutes fair treatment is reflected in the other statutory criteria.

With respect to benchmark analysis, one should be cautious in giving too much weight to benchmark comparisons. One of the early proponents of the use of benchmarks has recently warned of the problem of using benchmarks and indicated that it may be appropriate to give more weight to percentage increases and dollar increases as the most reliable bases for making relevant comparisons. New Holstein School District, Dec. No. 228980-B (Yaffe 1986). See also Ellsworth Community School District, Dec. No. 23296-B (Flagler 1986).

This arbitrator has generally placed considerable reliance on an analysis of percentage and dollar increases in total wages and total package settlements. See, e.g., Kettle Moraine School District, Dec. No. 24132-B (Grenig 1987). Although there is evidence concerning the percentage and dollar increases in the athletic conference, the record does not contain evidence with respect to the percentage and dollar increases in the 17 comparable districts. Because it is not possible to make a valid comparison of percentage and dollar increases in the comparable districts, it is necessary to rely on benchmark analysis in this proceeding.

Benchmark analysis demonstrates that the Union's 1985-86 salary proposal would provide District teachers with salaries significantly closer to those of the comparable districts than the Board's. The Board's proposal would result in substantial erosion in the District's relative salary position for 1985-86.

Because the Board's 1986-87 proposal changes the salary schedule structure by deleting a step, it is more difficult to compare District salaries with those of the comparable districts. While there is validity to the Board's interest in increasing starting salaries in order to attract qualified teachers, compacting the salary schedule does not address the problem of retaining qualified teachers. The Union's 1986-87 proposal generally provides teachers at or near the top of the salary schedule with salaries closer to those of the comparable districts.

Arbitrators have shown great reluctance to permit changes in the structure of negotiated salary schedules

through the arbitration process. See Oak Creek Schools, Dec. No. 18222-A (Rice); Baraboo Schools, Dec. No. 23346A (Bilder); Salem Consolidated Grade School, Dec. No. 36002 (Briggs).

Both offers exceed the increase in the cost of living and increases in private employment. The Union's offers exceeds the increase in the CPI by more than the Board's. While there may be good reason to limit wage increases for some occupations to the increase in the cost of living, numerous studies have recognized that teacher salaries must be increased substantially in order to recruit and retain qualified teachers. In Watertown Unified School District, Dec. No. 37069-B (Zeidler 1987), Arbitrator Zeidler stated:

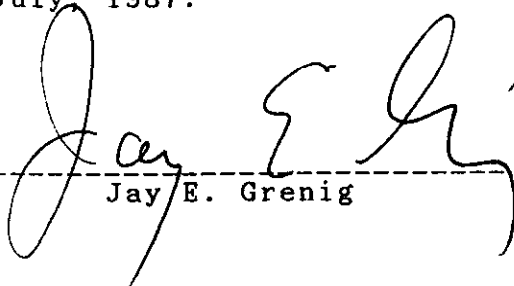
[T]he main reason for an upward movement in teacher salaries is in the hope of the recruiting and retention fo the more skilled and competent teachers who otherwise would leave or as students would never consider teaching.

Because the Union's offer, for the most part, preserves the District's historical ranking among the comparables better than the Board's and, unlike the Board's offer, does not make a fundamental change in the salary schedule, it is concluded that the Union's proposal is more reasonable than the Board's.

#### VII. AWARD

Based upon the criteria set forth in the Wisconsin Municipal Employment Relations Act and the arguments and relevant evidence submitted in this proceeding, it is concluded that the Union's offer is more reasonable than the Board's. The parties are directed to include the Union's offer together with their stipulations in their collective bargaining agreement.

Executed at Waukesha, Wisconsin, this sixth day of July, 1987.

  
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Jay E. Grenig



September 15, 1986  
RECEIVED

SEP 18 1986

FINAL OFFER OF THE ELCHO TEACHERS ASSOCIATION  
For The  
1985-87 COLLECTIVE BARGAINING AGREEMENT

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

All provisions of the 1983-85 Collective Bargaining Agreement shall continue in the 1985-87 contract except stipulated changes and the following changes and additions:

APPENDIX B

1985-86 SALARY SCHEDULE

Years	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12
0	14849	15211	15574	15936	16298	16661	17023	17398	17772
1	15507	15877	16248	16619	16990	17361	17731	18116	18501
2	16164	16543	16923	17302	17681	18061	18440	18835	19229
3	16822	17209	17597	17985	18373	18761	19148	19553	19958
4	17479	17875	18272	18668	19064	19461	19857	20272	20686
5	18137	18542	18946	19351	19756	20160	20565	20990	21415
6	18794	19208	19621	20034	20447	20860	21274	21709	22144
7	19452	19874	20295	20717	21139	21560	21982	22427	22872
8	20109	20540	20970	21400	21830	22260	22691	23146	23601
9	20767	21206	21644	22083	22522	22960	23399	23864	24330
10	21425	21872	22319	22766	23213	23660	24107	24583	25058
11	22082	22538	22993	23449	23905	24360	24816	25301	25787
12	22740	23204	23668	24132	24596	25060	25524	26020	26515

1986-87 SALARY SCHEDULE

Years	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12
0	15822	16199	16576	16954	17331	17708	18085	18483	18881
1	16532	16920	17309	17697	18086	18474	18863	19282	19702
2	17241	17641	18041	18441	18840	19240	19640	20081	20522
3	17951	18362	18773	19184	19595	20007	20418	20880	21343
4	18660	19083	19505	19928	20350	20773	21195	21680	22164
5	19370	19804	20238	20671	21105	21539	21973	22479	22985
6	20080	20525	20970	21415	21860	22305	22750	23278	23806
7	20789	21246	21702	22159	22615	23071	23528	24077	24627
8	21499	21967	22434	22902	23370	23838	24305	24876	25447
9	22208	22688	23167	23646	24125	24604	25083	25676	26268
10	22918	23409	23899	24389	24880	25370	25861	26475	27089
11	23628	24129	24631	25133	25635	26136	26638	27274	27910
12	24337	24850	25363	25877	26390	26903	27415	28073	28731

*R*  
9/15/86

SALARY SCHEDULE 1985-86

<u>STEP</u>	<u>BS</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>
0	14530	14887	15243	15600	15957	16313	16670	17034	17398
1	15194	15554	15916	16278	16630	17002	17367	17729	18091
2	15856	16223	16590	16956	17323	17690	18062	18422	18785
3	16520	16892	17263	17634	18007	18379	18758	19118	19478
4	17182	17559	17936	18312	18689	19066	19455	19813	20171
5	17846	18222	18609	18992	19372	19755	20150	20507	20865
6	18508	18895	19282	19670	20056	20443	20845	21203	21558
7	19172	19564	19956	20347	20739	21132	21542	21896	22252
8	19835	20232	20629	21026	21422	21820	22237	22591	22944
9	20498	20900	21302	21704	22106	22506	22934	23286	23639
10	21161	21568	21975	22381	22790	23195	23630	23981	24332
11	21824	22236	22649	23060	23472	23883	24325	24675	25024
12	22487	22897	23322	23738	24155	24572	25022	25371	25718

SALARY SCHEDULE 1986-87

<u>SN</u>									
1	16105	16487	16870	17254	17627	18022	18409	18792	19176
2	16507	17196	17585	17973	18362	18751	19145	19527	19912
3	17511	17905	18298	18692	19087	19481	19883	20265	20646
4	18212	18612	19012	19410	19810	20209	20622	21001	21381
5	18916	19315	19725	20131	20534	20940	21359	21737	22116
6	19618	20028	20438	20850	21259	21669	22095	22475	22851
7	20322	20737	21153	21567	21983	22399	22834	23209	23587
8	21025	21445	21866	22287	22707	23129	23571	23946	24320
9	21727	22154	22580	23006	23432	23856	24310	24683	25057
10	22430	22862	23293	23723	24157	24586	25047	25419	25791
11	23133	23570	24007	24443	24880	25315	25784	26155	26525
12	23836	24270	24721	25162	25604	26046	26523	26893	27261