

AUG 13 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Mediation-Arbitration  
Between

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BELLEVILLE EDUCATION  
ASSOCIATION

and

BELLEVILLE SCHOOL  
DISTRICT

Case 7  
No. 37209 MED/ARB 3950  
Decision No. 24146-A

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I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70 of the Wisconsin Municipal Employment Relations Act. Belleville Education Association (Association or Union) is the exclusive collective bargaining representative of certain employees of the Belleville School District (Employer, District or Board) in a collective bargaining unit consisting of all regular full-time and part-time certified teaching personnel employed by the Board, including guidance counselors and librarians, but excluding administrators, principals, per diem substitute teachers, CESA employees, and all other employees.

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 which expired on June 30, 1986. On January 13 and February 17, 1986, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. On July 3, 1986, the Union filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. On September 29, 1986, a WERC staff member conducted an investigation and concluded that the parties were deadlocked in their negotiations. On October 20, 1986, the parties submitted to the investigator their final offers as well as a stipulation on matters agreed upon and the investigation was closed on December 2, 1986.

On December 12, 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 January 12, 1987.

Mediation proceedings were conducted on May 14, 1987, in Belleville, Wisconsin. Mediation being unsuccessful, the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on the same date. The Board was represented by David R. Friedman, Attorney at Law. The Union was represented by Robert E. West, Director, Academic Staff/Organizing, Wisconsin Education Association Council.

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 July 13, 1987. The parties submitted approximately 200 exhibits and nearly 100 pages of briefs.

## 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 compen-

sation, vacation, holidays and excused time, insurance 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 Union's final offer is as follows:

- 1. Article V, Section 1
  - A. Delete second sentence "The first sick day in any school year shall be without pay."
  - B. Delete second sentence "The first sick day shall be without pay."
- 2. 1986-87 Salary Schedule (Appendix A)--existing structure with \$1,185 added to the BA Base.
- 3. Maintain the current insurance option plan which allows individuals not taking insurance coverage to an amount of money equivalent to the single health plan plus the single dental plan to be placed in a tax sheltered annuity on behalf of the individual.
- 4. Continue the practice of Board payment of 100% of insurance premiums with it being expressed as a dollar amount rather than "full payment" by the Board. These are our understandings of the amounts which would be the 1986-87 dollar amounts necessary to provide Board payment on a dollar amount basis equivalent to 100% of payments.
  - A. Health Insurance--Standard Health Plan
    - (1) \$79.74 per month for a single plan and \$205.88 per month for a family plan.

(2) Dean Care HMO--\$66.36 per month for single coverage and \$179.17 per month for family coverage.

B. Dental Insurance

\$7.90 per month for a single plan and \$24.66 per month for a family plan.

C. Long Term Disability

\$.44 per \$1,000 of covered salary.

D. Life Insurance

\$.46 per \$1,000 of covered salary.

E. Option Plan

\$82.86 per month.

The Board's final offer is as follows:

1. Insurance rates. The following rates will be substituted in the appropriate sections of the collective bargaining agreement.

a. Health Insurance--Standard Health Plan

1) \$79.74 per month for a single plan and \$205.88 per month for a family plan.

2) Dean Care HMO--\$66.36 per month for single coverage and \$179.17 per month for family coverage.

b. Dental Insurance

\$7.90 per month for a single plan and \$24.66 per month for a family plan.

c. Long Term Disability

\$.44 per \$1,000 of covered salary.

d. Life Insurance

\$.46 per \$1,000 of covered salary.

e. Option Plan

\$82.86 per month

Article XX-Duration of Agreement

Section 1 is amended to make the 1986-87 collective bargaining agreement retroactive to July 1, 1986 and the contract shall remain in full force and effect through June 30, 1987.

The Board's offer provides for an increase of \$700 to the base salary amount, resulting in a base salary of \$15,350. A copy of the Board's proposed schedule is attached to this award as Exhibit A.

The Union's proposal would provide a base salary of \$15,835. A copy of the Union's proposed salary schedule is attached to this award as Exhibit B.

IV. POSITIONS OF THE PARTIES

A. THE UNION

The Union acknowledges that in the previous interest arbitration between the parties the athletic conference was stipulated to as the appropriate comparable. Pointing out that at the time of the arbitration hearing in this proceeding only two of the districts in the conference had settled (only one was a voluntary settlement), the Union believes there are insufficient settlements within the athletic conference to establish a reliable pattern. Relying on a number of arbitration awards that suggest it is proper to use additional comparables when there are insufficient settlements among the agreed upon comparables, the Union has presented alternative comparables for use in determining the appropriateness of the parties' final offers.

The Union also contends that consideration should be given to the statewide settlements of teacher salary disputes in deciding this case.

According to the Union, its proposed comparables are within a 50-mile radius of the District, and they have been evaluated with respect to economic comparability, including per capita income, total employment in manufacturing, and the percentage of total employment in agriculture.

Utilizing a benchmark analysis of its suggested comparable districts, the Union asserts that teacher salaries in the District have lost rank at the benchmarks since 1982-1983.

It is the Union's position that actual cost statistics rather than the "cast forward" method should be utilized here. The Union states that the Board saved \$62,724 as a result of staff changes and turnover from 1985-86 to 1986-87. The Union believes that the actual cost statistics are extremely relevant when considering the actual cost impact of the final offers on the taxpayers in the District.

The Union says that little weight should be given to information relating to 1985-86 salary total package costs in other districts because it was not able to cross-examine the individuals who prepared the documents.

With respect to the history of teacher salaries in the District, the Union notes that in 1985-86 the district had fallen three full rankings among the nine comparable districts at the BA Minimum benchmark and at the B.A. Seventh benchmark in four years. At the B.A. Maximum the District dropped from second to third place during the same period. At the MA Minimum the District has maintained a last place ranking over the four-year period. At the MA Tenth, District teachers improved their ranking from eighth to seventh place. At MA Maximum District teachers have maintained a first place ranking. At the Schedule Maximum, District teachers have dropped from first to second place.

According to the Union, an analysis of the parties' final offers in relation to the settled districts in the athletic conference reveals that at all levels the Board has offered less to its teachers than any settlement within the athletic conference. The Union argues that selection of the Board's final offer would result in a deterioration of the District's salary ranking.

The Union points out that the District has the lowest percentage of incomes below the poverty level and the second highest median household income among the districts in the athletic conference. The Union asserts that salaries in the athletic conference have been losing considerable ground over the past four years with respect to the State average. The Union claims it is not appropriate for District teachers to continue to lose ground to the State average.

Of the four settled districts contiguous to the District, the Union points out that the average dollar settlement at B.A. Minimum is \$1,252; and at B.A. Seventh, \$1,909. The Union contends that the Board's final offer is inferior when compared to the average dollar offers in these contiguous districts.

With respect to the Consumer Price Index, the Union states that many arbitrators have found that the best basis for judging the cost of living factor is the pattern of settlements in the comparables.

Turning to the District's ability to pay, the Union asserts that the District ranks next to the lowest position among the comparables with respect to cost per pupil and levy rate and second from the highest with respect to equalized valuation. According to the Union, the property tax burden on farmers is being lessened by the shift in property valuation.

The Union argues that savings to the District resulting from the delays in negotiating a voluntary settlement which have occurred as a result of the Board's extremely low final offer support the reasonableness of the Union's final offer.

Relying on a number of state and national studies, the Union claims it is common knowledge that a strong need has been expressed by education experts to substantially increase teacher compensation in order to attract and maintain the best and brightest people as teachers in our schools.

With regard to the issue of sick leave, the Union points out that the present provision was added to the collective bargaining agreement as a result of the selection of the Board's final offer in the previous interest arbitration proceeding. The Union notes that the Arbitrator found the Union's sick leave proposal to be more reasonable than the Board's in the previous arbitration proceeding.

## B. THE BOARD

The Board says there are three issues for the Arbitrator to decide in this case: 1. What school districts are comparable; 2. Whether or not the Union has justified its demand for changes in sick leave; and 3. What economic package should prevail.

The Board claims that the Union is seeking to expand the comparables which were stipulated to in the arbitration that settled the 1984-85 collective bargaining agreement and that the Union wishes to change the status quo with regard to sick leave.

The Board says that its total package would result in a 6.2% increase over the previous year using the cast forward method.

Stressing the importance of continuing to use the same districts as comparables that were stipulated to in the previous arbitration, the Board argues that comparability is not a factor that is dependent on which district has settled at a given point in time, but rather comparability is based on the objective standard of determining what will be an appropriate labor market.

According to the Board, the Union's analysis in support of the additional comparables is nothing more than an elaborate ruse to justify the old concept of drawing a circle with a 50-mile radius. With respect to the contiguous districts utilized by the Union, the Board states that no data are presented as to the number of teachers, number of students, property value, levy rate, or anything else to determine whether those districts are comparable.

Pointing out that for two collective bargaining agreements, the unpaid sick leave has been a basic working condition, the Board asserts that the Union must produce evidence other than the fact that other schools do not have it to ask the arbitrator to change this provision.

With respect to the information relating to total package settlements in other districts, the Board argues that the information is a relevant indicator of the pattern of settlement. The Board states that the Union had the opportunity to offer evidence in rebuttal.

The Board points out that there were significant changes made in the Barneveld salary schedule. The Board also points out that the 1985-86 New Glarus salary schedule ended with the MA +6 column. In 1986-87 New Glarus added an MA +12 and MA +18 column. Finally, Black Hawk reduced the number of steps in its schedule. The Board notes that the New Glarus and Barneveld settlements were voluntary (Barneveld was the result of a consent award) and the Black Hawk settlement was the result of arbitration.



In comparing the parties' offers and the settlements in other districts, the Board contends that the cast forward method is the appropriate method of costing offers. According to the Board, the cast forward method is a standardized method for comparing one district to others plus it tells the parties what the returning staff members receive in terms of dollars and percentages.

Utilizing a benchmark analysis of the 1986-87 salaries in the three settled districts in the athletic conference, the Board concludes that neither party's proposal "really predominates. At certain points the Board's offer is better and at certain points the Union's offer is better."

With respect to the total package increases, the Board asserts that Barneveld's very high percentage increase is due to a catch-up situation in Barneveld. The Board states that the settlement pattern in two of the three districts in the athletic conference is in the six percent range--as is the Board's offer.

Examining increases in the Consumer Price Index since July 1, 1985, the Board asserts that the teachers will receive a real wage gain.

The Board points out that for the first quarter of 1986 the all industry median first-year wage increase was 2.5%. In addition, it says that salary increases are projected to average 5.5%. According to the Board, its offer recognizes the need to give teachers a raise while at the same time it is responsive to the level of wage increases that the citizens of the school district have received.

Contending that the financial condition of Wisconsin farmers, taken as a whole, continued to deteriorate in 1986, the Board states that the dollar amount of property tax paid by farm property owners actually increased by 1.2%.

The Board relies on the report of Governor Thompson's Task Force on County and Local Mandates, which states that Wisconsin property taxpayers need and deserve immediate relief from settlements that exceed inflationary increases and recommended that arbitrator's decisions be based on the comparables defined in the statutes.

Examining the previous arbitration award, the Board contends that the arbitrator was talking about catch-up in terms of benchmark positioning. The Board says the arbi-

trator was concerned with the Union's placement of money predominantly in the masters lanes. It points out that the average dollar increase per teacher in 1985-86 for the six schools in the athletic conference was \$1,480 and the comparable figure in the District was \$1,729.

## V. FINDINGS

### A. SALARY

#### 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 either of the offers and the interests and welfare of the public. There is no claim that the Board lacks the ability to pay either offer.

In the State Line League Athletic Conference, there are nine school districts including Belleville. According to the 1985-86 DPI Basic Facts, the cost per member in the conference districts ranged from \$2,563.62 (New Glarus) to \$3,714.58 (Monticello). Belleville's cost per member of \$2,686.43 placed it next to last. The average cost per member (excluding Belleville) was \$3,241.10 and the median cost per member (excluding Belleville) was \$3,274.08. The District cost per member was \$554.57 (17%) below the average and \$588 (18%) below the median cost per member.

In the conference the net levy rate for 1985-86 ranged from 9.57 (New Glarus) to 15.48 (Monticello). The District's net levy rate of 12.42 for 1985-86 placed it second from the bottom among the conference districts. The average levy rate (excluding Belleville) was 12.7 and the median levy rate (excluding Belleville) was 12.97. The District's net levy rate was .28 below the average and 0.55 below the median levy rate.

For 1986-87 the projected net levy rates in the conference ranged from 14.13 (Barneveld) to 19.63 (Monti-

cello). The District's projected net levy rate of 14.44 placed it third from the bottom. The average projected net levy rate (excluding Belleville) was 16.6 and the median projected net levy rate (excluding Belleville) was 16.4. The District's projected net levy rate was 2.16 (13%) below the average and 1.96 (12%) below the median.

The 1986-87 equalized valuation in the conference districts ranged from \$44,618,787 (Barneveld) to \$90,984,727 (Blackhawk). The District, with an equalized valuation of \$89,795,582, ranked second among the districts in the conference. The average equalized valuation in the conference districts (excluding Belleville) was \$63,222,191 and the median equalized valuation excluding (Belleville) was \$59,777,037. The District's equalized valuation was \$26,573,391 (42%) above the average and \$30,018,545 (50.2%) above the median.

In 1986-87 the school aid credits for the districts in the conference ranged from \$89,542 (Barneveld) to \$184,965 (Belleville). The average was \$120,171 (excluding Belleville) and the median (excluding Belleville) was \$115,437. The District's school aid credit exceeded the average by \$64,794 (53.9%) and the median by \$69,528 (60%).

There was no evidence with respect to the effect either offer would have on the District's tax rate.

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

a. Selection of Comparable Districts. The purpose in comparing wages, hours, and other conditions of comparable districts is to obtain guidance in determining the pattern of settlements among the comparables as well as the wage rates paid by these comparable districts for similar work by persons with similar education and experience. In determining which employers are appropriate comparables, arbitrators generally take into consideration such factors as number of pupils, geographical location, number of employees, levy rates, and equalized valuation. See City of Two Rivers, Dec. No. 25740-A (Haferbecker 1980).

In this proceeding, the record indicates the parties previously agreed that the following districts in the State Line League Athletic Conference were appropriate comparables for purposes of mediation-arbitration:

Albany

Argyle  
Barneveld  
Pecatonica  
Black Hawk  
Juda  
Monticello  
New Glarus

In order to provide stability and predictability in the collective bargaining process, arbitrators generally avoid altering a previously established comparability group. Kenosha Unified School District, Dec. No. 19916-A (Kerkman 1983).

Arbitrators have split over the question of whether it is appropriate to look at other districts when only a small number of the established comparables have settled their contracts. Although many arbitrators have considered other districts as "comparables," it would seem preferable to give the settlements in the agreed upon comparables whatever weight is appropriate rather than to interject new "comparables" into the parties' collective bargaining. See Winneconne Community School District, Dec. No. 23202-A (Miller 1986). See also Rosendale-Brandon School District, Dec. No. 23261-A (Vernon 1986). If the selection of comparables is dependent upon the status of bargaining in other districts, a party might be encouraged to manipulate the bargaining process in order to be able to utilize the "comparables" that best support its position.

Furthermore, while there is considerable evidence regarding certain economic characteristics of the proposed additional comparables, no data are presented regarding the number of teachers, and number of students. This information is important in determining whether a school district is an appropriate comparable. See Waterloo School District, Dec. 23186-A (Malamud 1986).

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. Only the benchmarks of the three settled districts (Barneveld, Black Hawk, and New Glarus) will be considered here. In accordance with proper statistical analysis, the District's

salaries have not been included in computing average and median salaries and salary increases in the comparables.

**BA MINIMUM.** In 1985-86, salaries in the comparable districts at this benchmark ranged from \$14,000 to \$14,800. The District's salary of \$14,650 at this benchmark placed it third among the four districts. The average salary at this benchmark was \$14,513 and the median salary was \$14,740. The District was \$137 above the average and \$90 below the median.

In 1986-87, salaries in the comparable districts at this benchmark ranged from \$15,620 to \$14,800. The average salary at this benchmark was \$15,340 and the median salary was \$15,600. The Board's offer of \$15,350 would place the District third among the four comparables and it would place the District \$10 above the average salary and \$250 below the median. The Union's offer of \$15,835 would place the District in first place at this benchmark and it would place the District \$495 above the average salary and \$235 above the median salary.

In 1986-87, the average percentage increase was 5.7% and the median increase was 5.71%; the average dollar increase was \$827 and the median dollar increase was \$800. The Board's offer would provide a percentage increase of 4.78% (.92% below the average and .93% below the median) and a dollar increase of \$700 (\$127 below the average and \$100 below the median). The Union's offer would provide a percentage increase of 8.09% (2.39% above the average and 2.38% above the median) and a dollar increase of \$1,185 (\$358 above the average and \$385 above the median.)

**BA 7.** In 1985-86, salaries in the comparable districts at this benchmark ranged from \$16,100 to \$19,346. The District's salary of \$18,166 at this benchmark placed it third among the four districts. The average salary at this benchmark was \$17,932 and the median salary was \$18,352. The District's salary was \$234 above the average and \$186 below the median.

In 1986-87, salaries in the comparable districts ranged from \$17,800 to \$20,501. The average salary at this benchmark was \$19,215 and the median salary was \$19,344. The Board's offer of \$19,034 would place the District third among the four comparables and it would place the District \$181 below the average and \$310 below the median. The Union's offer of \$19,635 would place the District second among the four comparables it would place it \$420

above the average and \$291 below the median.

In 1986-87, the average percentage increase was 7.31% and the median increase was 5.97%. The average dollar increase was \$1,282 and the median increase was \$1,155. The Board's offer would provide a percentage increase of 4.78% (2.53% below the average and 1.19% below the median) and a dollar increase of \$868 (\$414 below the average and \$287 below median). The Union's offer would provide a percentage increase of 8.09% (.78% above the average and 2.12% above the median) and a dollar increase of \$1,469 (\$187 above the average and \$314 above the median).

BA MAX. In 1985-86, salaries in the comparable districts at this benchmark ranged from \$17,500 to \$21,312. The District's salary of \$21,096 at this benchmark placed it second among the four comparables. The average salary at this benchmark was \$19,386 and the median salary was \$19,346. The District was \$1,710 above the average and \$1,750 above the median. In Belleville it took 12 years to reach this benchmark; in Barneveld, 11 years; in Blackhawk, six years; and in New Glarus, 12 years.

In 1986-87, salaries in the comparable districts at this benchmark ranged from \$22,464 to \$19,800. The average salary at this benchmark was \$20,922 and the median salary was \$20,501. The Board's offer of \$22,104 would place it second and it would place the District \$1,182 above the average and \$1,603 above the median. The Union's offer of \$22,802 would place it first among the comparables and it would place the District \$1,880 above the average and \$2,301 above the median.

In 1986-87, the average percentage increase was 8.17% and the median percentage increase was 5.97%; the average dollar increase was \$1,536 and the median dollar increase was \$1,152. The Board's offer would provide a percentage increase of 4.78% (3.39% below the average and 1.19% below the median) and a dollar increase of \$1,008 (\$528 below the average and \$144 below the median). The Union's offer would provide a percentage increase of 8.09% (.08% below the average and 2.12% above the median) and a dollar increase of \$1,706 (\$170 above the average and \$554 above the median).

MA MINIMUM. In 1985-86, salaries in the comparable districts at this benchmark ranged from \$16,000 (Barneveld) to \$17,098 (Black Hawk). The District's salary of \$15,775 placed it in last place. The average salary at this ben-

chmark was \$16,706 and the median salary was \$17,020. The District was \$931 below the average and \$1,245 below the median.

In 1986-87, salaries in the comparable districts ranged from \$16,800 (Barneveld) to \$18,119 (Black Hawk). The average salary at this benchmark was \$17,620 and the median salary was \$17,940. The Board's offer of \$16,475 would place the District last among the comparables and it would place the District \$1,145 below the average and \$1,465 below the median. The Union's offer of \$16,960 would place the District in next to last place and it would place the District \$660 below the average and \$980 below the median.

In 1986-87, the average percentage increase was 5.46% and the median percentage increase was 5.41%; the average dollar increase was \$914 and the median dollar increase was \$920. The Board's offer would provide a percentage increase of 4.44% (1.02% below the average and 1.05% below the median) and a dollar increase of \$700 (\$214 below the average and \$220 below the median). The Union's offer would provide a percentage increase of 7.51% (2.05% above the average and 2.1% above the median) and a dollar increase of \$1,185 (\$271 above the average and \$265 above the median).

MA 10. In 1985-86, the salaries in the comparable districts ranged from \$19,150 (Barneveld) to \$23,547 (Black Hawk). The District's salary of \$21,454 at this benchmark placed it next to last. The average salary at this benchmark was \$21,948 and the median salary was \$23,147. The District was \$494 below the average and \$1,693 below the median.

In 1986-87, the salaries ranged from \$21,525 (Barneveld) to \$24,953 (Black Hawk). The average salary at this benchmark was \$23,625 and the median salary was \$24,398. The Board's offer of \$22,406 would place the District in next to last place and it would place the District \$1,219 below the average and \$1,992 below the median. The Union's offer of \$23,066 would also place the District in next to last place and it would place the District \$559 below the average and \$1,332 below the median.

In 1986-87, the average percentage increase was 7.93% and the median percentage increase was 5.4%; the average dollar increase was \$1,677 and the median dollar increase was \$1,406. The Board's offer would provide a percentage

increase of 4.44% (3.49% below the average and .96% below the median) and a dollar increase of \$952 (\$725 below the average and \$454 below the median). The Union's offer would provide a percentage increase of 7.51% (.42% below the average and 2.11% above the median) and a dollar increase of \$1,612 (\$65 below the average and \$206 above the median increase).

**MA MAXIMUM.** In 1986-87, salaries at this benchmark in the comparable districts ranged from \$20,900 (Barneveld) to \$25,190 (New Glarus). The District's salary of \$25,240 placed it first among the districts. The average salary at this benchmark was \$23,212 and the median salary was \$23,547. The District was \$2,028 above the average and \$1,693 above the median. In Barneveld there are 15 steps to this benchmark; in Black Hawk, eight steps; and in New Glarus, 13 steps. There were sixteen steps to this benchmark in Belleville.

In 1986-87, salaries in the comparable districts at this benchmark ranged from \$24,150 (Barneveld) to \$26,552 (New Glarus). The average salary at this benchmark was \$25,218 and the median salary was \$24,953. The Board's offer of \$26,360 would place it in second place and it would place the District \$1,142 above the average and \$1,407 above the median. The Union's offer of \$27,136 would place the district in first place and it would place the District \$1,918 above the average and \$2,183 above the median.

In 1986-87, the average percentage increase was 8.98% and the median percentage increase was 5.97%; the average dollar increase was \$2,006 and the median increase was \$1,406. The Board's offer would provide a percentage increase of 4.44% (4.54% below the average and 1.53% below the median) and a dollar increase of \$1,120 (\$886 below the average and \$286 below the median). The Union's offer would provide a percentage increase of 7.51% (1.47% below the average and 1.54% below the median) and a dollar increase of \$1,896 (\$110 below the average and \$490 above the median).

**SCHEDULE MAXIMUM.** In 1985-86, salaries in the comparable districts at this benchmark ranged from \$25,847 to \$22,410. The District's salary of \$25,600 placed it second at this benchmark. The average salary was \$24,229 and the median salary was \$24,432. The District was \$1,371 above the average and \$1,168 above the median. Barneveld had 15 steps at this benchmark; Belleville, 16 steps; Black



Hawk, seven steps; and New Glarus, 13 steps.

In 1986-87, salaries in the comparable districts at this benchmark ranged from \$25,890 (Black Hawk) to \$28,629 (New Glarus). The average salary at this benchmark was \$27,198 and the median salary was \$27,075. The Board's offer of \$26,720 would place it next to last and it would be \$478 below the average and \$355 below the median. The Union's offer of \$27,496 would place the District second from the top and it would be \$298 above the average and \$21 above the median.

In 1986-87, the average percentage increase was 12.52% and the median increase was 10.76%; the average dollar increase was \$2,968 and the median dollar increase was \$2,782. The Board's offer would result in a percentage increase of 4.38% (8.14% below the average and 6.38% below the median) and a dollar increase of \$1,120 (\$1,848 below the average and \$1,662 below the median). The Union's offer would result in a percentage increase of 7.41% (5.11% below the average and 3.35% below the median) and a dollar increase of \$1,896 (\$1,072 below the average and \$886 below the median).

c. Private Employment. There is evidence showing that, nationally, industrial wages increased by approximately 2.5% during 1986. The evidence does not indicate whether the base wages received by these industrial workers were higher or lower than the wages received by the District's teachers.

The evidence with respect to the Oscar Meyer 1986 contract settlement shows that employees received a 25¢ per hour wage increase plus certain improvements in health and welfare benefits. This increased the base rate to \$10.25 per hour.

d. Historical Comparison. The record indicates that since 1982-83 the District's relative ranking with respect to the other eight districts in the athletic conference has generally eroded (from third place at BA Min in 1982-83 to sixth place in 1985-86; from third place at BA 7 in 1982-83 to sixth place in 1985-86; from second place at BA Max in 1982--83 to third place in 1985-86; and from first place at Sched Max in 1982-83 to second place in 1985-86). The District's position has remained relatively stable at MA-Min and MA-Max and has improved slightly at MA 10.

e. State Developments. A comparison of the District salaries at the benchmarks with the state averages at those benchmarks discloses that since 1982-83 the gap between the District's salaries and the average state salaries at all benchmarks has widened considerably. The Board's proposal would greatly increase the gap at all benchmarks, while the Union's proposal would slightly reduce the gap at most benchmarks or increase the gap less than the Board's proposal at other benchmarks.

The average state percentage increase at BA Min over the 1985-86 salary at that benchmark was 6.9% and the average dollar increase was \$1,088; at BA 7 the average percentage increase was 6.7% and the average dollar increase was \$1,318; at BA Max, 6.4% and \$1,481; at MA Min, 7.1% and \$1,239; at MA 10, 6.9% and \$1,661; at MA Max, 6.6% and \$1,801; and at Schedule Max, 6.9% and \$1,996.

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

The increase in the cost of living as measured by the Consumer Price Index for All Urban Consumers rose 1.6% from July 1, 1985, through June 30, 1986, and rose 2.4% from July 1986 through March 1987.

#### 6. TOTAL COMPENSATION

The Board costs its total package as resulting in a 6.2% increase over the previous year using the cost forward method of costing. Neither party has provided costing information with respect to the total package cost of the Union's offer. According to the record, the total package increase in Black Hawk was 6.7%, 6.28% in New Glarus, and 13.71% in Barneveld.

All districts in the athletic conference provide teachers with health insurance. Only Belleville does not pay teachers for the first day of an absence due to illness. In addition to health insurance, Belleville also provides teachers with dental, disability and life insurance. In 1985-86 Barneveld and New Glarus did not provide their teachers with dental, disability, life or vision insurance.

#### 7. CHANGES DURING THE 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 and should be "Professionally competitive, market sensitive and performance-based." The Wisconsin Task Force on Teaching and Teacher Education called for a starting salary of \$20,000 a year for teachers in 1985. The reports also called for improved teacher preparation and performance.

### B. SICK LEAVE

The previous collective bargaining agreement between the parties provided that "[t]he first day in any school year shall be without pay." The Union proposes to delete this provision so that the first day of absence due to personal illness would be with pay.

This provision was placed in the collective bargaining agreement as a result of an interest arbitration in which the Arbitrator found that the Union's proposal (to pay teachers for the first day of absence due to personal illness) was more reasonable than the Board's. However, the arbitrator concluded that the Board's total package offer was more reasonable. The parties voluntarily agreed upon the terms of the subsequent contract.

No other comparable district has a provision like sick leave provision presently in the parties' collective bargaining agreement here.

## VI. ANALYSIS

The parties are in dispute only with respect to two of the issues in their final offers: salary and sick leave. Accordingly, it is unnecessary to compare the proposals regarding health and welfare benefits.

As in the previous arbitration proceeding between the parties, the outcome is dependent upon a determination of which salary offer is more reasonable in accordance with the statutory criteria. Because the sick leave proposal will not have a bearing on the outcome, it would serve no useful purpose to analyze the parties' proposals on that issue.

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 public has an

interest in keeping the District in a competitive position to recruit competent teachers and to compensate and 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.

The evidence indicates that the District has one of the lowest levy rates and one of the lowest costs per member of the nine districts in the athletic conference, while at the same time it had one of the highest equalized valuations in the conference and the highest school aid credit. From this, it would appear that the District is in a better financial position than many of the other districts in the conference.

Although the Union's proposal might be considered as being slightly closer to the benchmarks (considering percentage increase, dollar increase, actual salary, and relative ranking) at four of the seven benchmarks, the Board is correct in stating that neither party's proposal "really predominates."

The evidence regarding total package increases is sufficiently reliable to consider in this proceeding. First, the statute requires an arbitrator to consider total compensation. Second, the Board has indicated the source of the data and the method of computation. Third, the Union has a result of its involvement in collective bargaining throughout the state has ready access to the same information and could easily have presented evidence of discrepancies, if any. Fourth, requiring an administrator from each district for which such information was presented to testify at the hearing would make mediation/arbitration more time consuming and expensive than it is now; hearings could stretch for days if not weeks. School administrators might find themselves spending more time in hearings than in their districts.

Because the record does not indicate the total package costs of both parties' offers, it is impossible to determine which proposal is closer to the total package settlement pattern in the comparable districts. It would appear that the Board's total package offer provides a percentage increase lower than that of any of the settled districts and the Union's offer is above that of New Glarus and Black Hawk. With the exception of New Glarus and Barneveld, districts in the athletic conference provide teachers with relatively equivalent health and welfare benefits.

The Board's offer is considerably closer to the increase in the cost of living as measured by the Consumer Price Index than the Union's offer. Neither offer results in any decrease in the teachers' purchasing power. The Board's offer is also closer to the national average percentage increase in industrial wages. However, the evidence does not compare the actual wage rates in question with the salaries of district teachers. In addition, these national "patterns" have also had an impact on other school districts in Wisconsin. There is no showing that there has been any greater impact on Belleville than on these other school districts.

While one study has recommended that public employee raises be limited by increases in the cost of living, this limitation is not now part of the statutory criteria. The statute requires an arbitrator to consider increases in the cost of living as well as other relevant factors.

These patterns in nonteaching wage increases and increases in the CPI must be considered along with numerous studies and reports, both national and in Wisconsin, strongly recommending significant increases in teacher salaries in order to attract and retain effective teachers. Both offers fall far short of the \$20,000 teacher starting salary recommended by a Wisconsin task force in 1985.

The unexplained erosion in the District's relative ranking with respect to the other school districts in the athletic conference at the benchmark provides a strong reason for selecting the Union's offer over the Board's. From 1982-83 to 1985-86, the District's relative ranking at BA Min, BA 7, BA Max, and Schedule Max has fallen. The Union's offer would do more to restore the historic ranking than the Board's.

The average teacher salary in the state lacks probative value, because it assumes a teacher of an unspecified number of years of experience and unspecified educational level. Statewide increases at the benchmarks reflect, to some degree, similar years of experience and educational levels. Although no consideration has been given as to whether the Board pays the state average for each benchmark, a comparison of the average dollar and percentage increases at the benchmarks is helpful in a case such as this where an analysis of settlements by the comparables is inconclusive and there is no showing of exceptional local conditions. If the District is to maintain its relative

ranking with respect to other districts in the state it would have to increase salaries by a percentage or dollar amount, or both, relatively close to the state average.

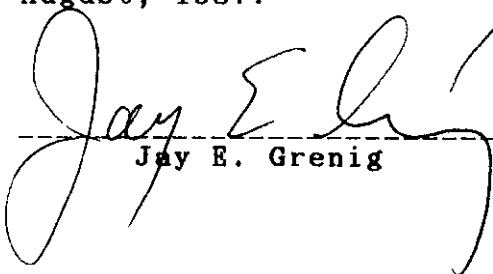
The Union's offer is significantly closer to the statewide pattern of settlement than is the Board's. At all seven benchmark's the Union's offer is greatly closer, both in terms of percentage increases (with the exception of B.A. Max) and dollar increases, than the Board's. This statewide pattern of settlement, involving 257 school districts throughout the state, involves districts that were exposed to the same national and statewide economic trends as was Belleville.

Thus, the Union's offer appears to be more reasonable than the Board's because it is considerably closer to the statewide pattern of settlement than the Board's and it would do more to restore the District's historic relative salary ranking among the comparables than the Board's offer.

#### VII. AWARD

Based upon the application of the criteria set forth in the Wisconsin Municipal Relations Act to the relevant evidence submitted in this matter, it is concluded that the Union's final offer is more reasonable than the Board's. The parties are directed to include the Union's final offer in their collective bargaining agreement.

Executed at Waukesha, Wisconsin, this tenth day of August, 1987.

  
Jay E. Grenig

## Belleville 1986-87 Salary Schedule

	BA	+6	+12	+24	+30	MA	+6
0	15,350.00	15,575.00	15,800.00	16,025.00	16,250.00	16,475.00	16,700.00
1	15,964.00	16,198.00	16,432.00	16,666.00	16,900.00	17,134.00	17,368.00
2	16,578.00	16,821.00	17,064.00	17,307.00	17,550.00	17,793.00	18,036.00
3	17,192.00	17,444.00	17,696.00	17,948.00	18,200.00	18,452.00	18,704.00
4	17,806.00	18,067.00	18,328.00	18,589.00	18,850.00	19,111.00	19,372.00
5	18,420.00	18,690.00	18,960.00	19,230.00	19,500.00	19,770.00	20,040.00
6	19,034.00	19,313.00	19,592.00	19,871.00	20,150.00	20,429.00	20,708.00
7	19,648.00	19,936.00	20,224.00	20,512.00	20,800.00	21,088.00	21,376.00
8	20,262.00	20,559.00	20,856.00	21,153.00	21,450.00	21,747.00	22,044.00
9	20,876.00	21,182.00	21,488.00	21,794.00	22,100.00	22,406.00	22,712.00
0	21,490.00	21,805.00	22,120.00	22,435.00	22,750.00	23,065.00	23,380.00
1	22,104.00	22,428.00	22,752.00	23,076.00	23,400.00	23,724.00	24,048.00
2			23,384.00	23,717.00	24,050.00	24,383.00	24,716.00
3				24,358.00	24,700.00	25,042.00	25,384.00
4					25,350.00	25,700.00	26,052.00
5						26,360.00	26,720.00

EXHIBIT A

APPENDIX A

BELLEVILLE 15835 225 LANES

STEP	BA	BA6	BA12	BA24	BA30	MA	MA6
0.0	15835	16060	16285	16510	16735	16960	17185
1.0	16468	16702	16936	17170	17404	17638	17872
2.0	17102	17345	17588	17831	18074	18317	18560
3.0	17735	17987	18239	18491	18743	18995	19247
4.0	18369	18630	18891	19152	19413	19674	19935
5.0	19002	19272	19542	19812	20082	20352	20622
6.0	19635	19914	20193	20472	20751	21030	21309
7.0	20269	20557	20845	21133	21421	21709	21997
8.0	20902	21199	21496	21793	22090	22387	22684
9.0	21536	21842	22148	22454	22760	23066	23372
10.0	22169	22484	22799	23114	23429	23744	24059
11.0	22802	23126	23450	23774	24098	24422	24746
12.0	---	---	24102	24435	24768	25101	25434
13.0	---	---	---	25095	25437	25779	26121
14.0	---	---	---	---	26107	26458	26809
15.0	---	---	---	---	---	27136	27496

EXHIBIT B