STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Stipulation of WASHBURN SCHOOL DISTRICT and CHEQUAMEGON UNITED TEACHERS To Initiate Arbitration Between Said Parties	Case 21 No. 37775 ARB-4112 Decision No. 24278-A

Appearances:

Mr. Barry Delaney, Executive Director, Chequamegon United Teachers, appearing on behalf of the Union.

Mulcahy & Wherry, S. C., Attorneys at Law, by Ms. Kathryn J. Prenn, appearing on behalf of the Employer.

ARBITRATION AWARD:

On March 12, 1987, the Wisconsin Employment Relations Commission appointed the undersigned as Arbitrator, pursuant to Section 111.70 (4) (cm) 6 and 7 of the Municipal Employment Relations Act, in the matter of a dispute existing between Chequamegon United Teachers, referred to herein as the Union, and Washburn School District, referred to herein as the Employer. Hearing was conducted at Washburn, Wisconsin, on June 3, 1987, at which time the parties were present and given full opportunity to provide oral and written evidence, and to make relevant argument. No transcript of the proceedings was made, however, briefs and reply briefs were filed in the matter. Final briefs were exchanged by the Arbitrator on July 21, 1987.

THE ISSUES:

The sole issues in dispute are salary schedules for the 1986-87 and 1987-88 school years. The Union proposes a 5.2% per cell increase for each year of a two year Agreement.

The Employer proposes a 4% per cell increase for each year of the two year Agreement.

DISCUSSION:

The Arbitrator is directed by Section 111.70 (4) (cm) 7 of the Wisconsin Statutes to give weight to the following factors in arriving at his decision as to which party's final offer should be adopted:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. 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.

e. 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 generally in public employment in the same community and in comparable communities.

f. 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 in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. 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 the private employment.

Of the foregoing statutory criteria, the parties have addressed evidence and argument to the following criteria; c) the interest and welfare of the public; d) the 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; e) comparisons of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities; f) 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 in private employment in the same community and in comparable communities; g) the average consumer prices for goods and services, commonly known as the cost-of-living; and j) 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 the private employment.

The undersigned will consider all of the evidence and argument addressing all of the foregoing enumerated criteria. Before doing so, however, it is essential to determine what constitutes comparable communities, since the parties are not in agreement as to where the comparables reside.

THE COMPARABLES

The dispute over the comparables is a narrow dispute, in that, both parties suggest that the Indianhead Athletic Conference is the proper group of comparables. The Union, however, argues that only the eight organized conference schools make up the comparables, while the Employer argues that all eleven school districts within the conference should be utilized, irrespective of whether they are organized or not. Thus, the Union's comparables would consist of the following districts: Bayfield, Drummond, Glidden, Hurley, Ondossagon, Solon Springs, South Shore and Washburn. The Employer's comparables would consist of the foregoing eight districts, plus the districts of Butternut, Mellen and Mercer.

Both parties cite prior arbitrators in support of their respective positions with respect to the comparables. The Employer cites Montello School District, Dec. No. 19955-A (6/9/83, Briggs); Thorp School District, Dec. No. 23082-A (6/17/86, Yaffe);

Rosholt School District, Dec. No. 36907 (3/18/87, Christenson). The Employer further argues any reliance which the Union might place on School District of Washburn, Dec. No. 22430-A (7/17/85, Chatman) is misplaced, because the Employer argues that his determination of the comparables was the result of his misreading the law.

The Union, in support of its position that only the organized school districts in the conference should be utilized for the purposes of comparability, cites Webster School District, No. 35770 (Kessler); Washburn School District, (supra); DeSoto School District, Dec. No. 16814-A (Rice); Potosi School District, Dec. No. 19997-A (Johnson); West Allis-West Milwaukee School District, Dec. No. 21700-A (Malamud); Seneca School District, No. 34009 (Zeidler); Dane County, Dec. No. 18181-A (Miller); and Outagamie County, Dec. No. 20416-A (Rice).

The undersigned has considered the arguments of the parties, as well as the cases which they cited, and concludes that the weight of the authority is persuasive that only organized districts should be considered in making the comparisons of the comparables. In arriving at the foregoing conclusion, the undersigned not only considers the number of arbitrators, but the quality of the rationale in support of the proposition that unorganized districts fail to establish comparability.

THE PATTERNS OF SETTLEMENT AMONG COMPARABLE SCHOOL DISTRICTS

Here, the Employer offers 4% per cell for each of the two years, and the Union proposes a 5.2% per cell settlement. The undersigned will look to the evidence in this record as to where other organized districts settled for their support staff in the Indianhead Athletic Conference. Union Exhibit Nos. 30 through 36 establish that the school district of Bayfield increased its wage rates by 5.2% to 5.3% for the classifications involved; that Drummond increased its wage rates by approximately 5.5% for the classifications involved; that Glidden increased its wage rates for the classifications involved by approximately 5%, with the exception of the classification of classroom aides, which were increased by 8% at the minimum, and 7.4% at the maximum; that the school district of Ondossagon increased its wage rates for the classifications involved by an amount of approximately 5.2%; that the school district of Solon Springs increased its wage rates by approximately 5.5% for the classifications involved; that the school district of South Shore increased its wage rates by a range of approximately 6% to 6.9% for the classifications involved; and that the school district of Hurley increased the wage rates for bookkeepers by 9.4%, for custodians by 4%, for secretaries minimum 15.6% and maximum 4.4%. All of the foregoing percentage increases reflect the increases which the comparables have placed into effect for 1986-87.

For the year 1987-88, the data is not as complete, because there are relatively few settlement data available for that school year. The school district of Drummond, however, settled for 1987-88 at approximately 5.5% for the classifications involved; the school district of Ondossagon settled for approximately 5.2% for the classifications involved for 1987-88. In addition, the school district of Hurley settled for 4% for 1987-88 for the classification of bookkeeper, 4% for the classification of custodian, 4% for the classification of secretary.

When considering all of the foregoing data, it is clear to the undersigned that the percentage increases negotiated among the comparables in the Indianhead Athletic Conference more nearly approximate the offer of the Union than that of the Employer. Therefore, based on percentage increases for 1986-87, the Union offer is preferred. The data is not sufficient, in the opinion of the undersigned, for 1987-88 on which to base a firm conviction, although the trends for Drummond and Ondossagon would seem to support the Union offer in this matter, when considering the percentage of the increases.

The percentage increases, however, are not the only consideration when considering the patterns of settlement. There are also the actual dollars and cents of the increase that necessarily must be considered. The data with respect to the actual cents per hour of increase for 1986-87 reflects the following (Union Exhibit Nos. 30 through 36). The average increase at the minimum for classroom aides among the comparables is 31¢ compared to the Union offer of 27¢ increase and an Employer offer of 21¢. At the maximum, for classroom aides, the average among the comparables is a 35¢ increase, compared to 34¢ increase proposed by the Union and 26¢ increase proposed by the Employer. The average increase for cooks among the comparables is a 29¢ increase at minimum, and 32¢ increase at maximum, compared to a 27¢ increase proposed

by the Union at the minimum and 34¢ at the maximum; and a proposal of 21¢ at the minimum by the Employer and 26¢ at the maximum by the Employer. The average increase among the comparables for head cooks is 34¢ at the minimum and 37¢ at the maximum, compared to a Union offer of 34¢ and 41¢ respectively; and an Employer offer of 26¢ and 32¢ respectively. For bookkeeper, the data are skewed by reason of an extremely high settlement in Hurley for bookkeepers. The comparables, however, show a 51¢ increase at the minimum and a 53¢ increase at the maximum among the average increases of the comparables, compared to a Union offer of 39¢ and 47¢ respectively, and an Employer offer of 30¢ and 36¢ respectively. For the classification of custodians, the average increase among the comparables is 35¢ at the minimum and 38¢ at the maximum, compared to a Union proposal of 37¢ and 44¢ respectively, and an Employer offer of 28¢ and 34¢ respectively. The average increase among the comparables for the position of head custodian is 42¢ at the minimum and 46¢ at the maximum, compared to a Union offer of 42¢ and 50¢ respectively, and an Employer offer of 32¢ and 38¢ respectively. The average increase among the comparables for the position of secretary is 41¢ at the minimum and 35¢ at the maximum (the minimum is skewed by an unusually high increase in the Hurley School District); compared to a Union offer of 35¢ and 42¢ respectively, and an Employer offer of 27¢ and 33¢ respectively. All of the foregoing data indicates to the undersigned that when considering flat cents per hour of increase for each of the classifications, the Union offer more nearly reflects the patterns of settlement on this basis of comparison than does that of the Employer for 1986-87.

With respect to the school year of 1987-88 as stated earlier the data is insufficient to draw reasonable conclusions, however, the 1987-88 data that is included in the exhibits also, in the opinion of the undersigned, would support the Union offer when considering the cents increase at the classifications which are involved in the instant dispute.

OTHER PATTERNS OF SETTLEMENT

In the preceding discussion of the patterns of settlement, the undersigned took into consideration only the patterns of settlement among comparable school districts. The statutes, however, direct the undersigned to consider comparisons of wages, hours and working conditions of private employees within the same community and public employees within the same community. The Employer has adduced evidence with respect to the foregoing criteria which the undersigned will now consider. Employer Exhibit No. 25 sets forth municipal settlements for Bayfield County and the City of Washburn. Bayfield County Courthouse employees settled for 3% and law enforcement employees settled for 3% for the year 1987. The City of Washburn employees, both Union and non-union, for 1986 settled for 4% plus a 1% retirement increase, and have not settled for 1987. The Bayfield County settlement in the courthouse and law enforcement units at 3% conforms more nearly to the offer of the Employer, where the Employer offers 4% on each cell. The undersigned is unpersuaded by the data relating to the City of Washburn, since that is 1986 data, and there is no settlement for the year 1987. Here, the first year of this Agreement covers the years 1986 and 1987 combined, July to July, and, consequently, we are unable to establish what the blend of the years 1986 and 1987 will be for the City of Washburn, and, therefore, the undersigned considers that data to be uninstructive in setting a wage rate here. Similarly, the undersigned has not considered the private sector data involving Bayfield County Memorial Hospital for the same reasons as described above, and additionally, notes that those employees are non-union. Since the undersigned has excluded from the comparable school districts those districts which are not organized, it would follow that non-union wage increase of 3% in the private sector would be unpersuasive as well.

COMPARISON OF WAGE RATES AMONG THE COMPARABLES

The patterns of settlement clearly favor the Union offer. It remains to be determined, however, whether the patterns of settlement should be shaded in the instant district by reason of the disparity of wage rates, if any, that exist between wages paid by this Employer and those wage rates in each of the classifications paid among the comparables. The undersigned, therefore, will undertake to make the comparison of average of wages paid among the comparables for certain classifications compared to the wages which are proposed by these parties for the year 1986-87. The evidentiary submissions of the parties, however, with respect to the wage rates that are being paid among the comparables differ. The Employer, here, has surveyed the

eleven districts, union as well as non-union, and presents data which establishes the actual wage rates that are paid to employees in each of those districts, compared to the actual wage rates paid under the final offers of the parties in this district. (Employer Exhibit Nos. 19 through 23) The discrepancies in the methods of the parties can be seen when comparing Union Exhibit 36 to Employer Exhibit 19. Both exhibits reflect wages paid to secretaries among the comparables. Employer Exhibit 19 shows that among the comparables the average actual wages received by secretaries at the minimum is $6.89, and at the maximum is $6.99. Union Exhibit 36 shows that the average minimum wage rate set forth in the Collective Bargaining Agreements among the comparables is $6.12, and the average maximum wage rate set forth in collective bargaining agreements among the comparables is $6.99. From the foregoing, it is clear that the different approaches used by the parties should reflect the same result at the maximum; however, the Employer method skews the minimum salaries higher than the method employed by the Union.

The undersigned has reviewed the supporting data from which the parties have extrapolated minimum and maximum wages received, or wage rates negotiated, and is not satisfied that the data is reliable with respect to certain of the classifications involved in the instant arbitration. The undersigned refers specifically to the position of bookkeeper, where particularly, the Hurley data is suspect, in the opinion of the undersigned, by reason of the several entries in the Hurley wage schedule for the classification of bookkeeper. Consequently, in making the comparisons of wage rate to wage rate, the undersigned will look to the more typical classifications that are most likely to contain the same or similar duties from one district to another. The undersigned, in reviewing the classifications at issue here, finds those classifications to be: Classroom Aides, Cooks and Custodians.

Considering first a wage rate comparison of classroom aides, based on the Union's method of presentation of evidence, the evidence establishes that the final offers of the parties creates a range, if the Employer offer is accepted, of $5.40 to $6.73, and if the Union offer is accepted, creates a range of $5.46 to $6.81 per hour. The average among the comparables for that range is $5.62 to $6.29 per hour. Consequently, based on a comparison of the average minimum wages paid to classroom aides, the undersigned is satisfied that the Union offer is more appropriate since the Union's starting wage rate for classroom aides is $5.46 per hour vis a vis an average starting range for that classification among the comparables of $5.62 per hour. At the maximum, however, the Employer offer is preferable, since the maximum rate of $6.73 proposed by the Employer is 44¢ above the average maximum of the comparables.

If one were to make the same comparison using the Employer methods, we find that the average wages paid, minimum and maximum, range from $5.90 to $5.95 per hour. Employer Exhibit No. 21 establishes that the average wages paid under the Employer offer for 1986-87 would generate a minimum of $6.26, and a maximum of $6.61, compared to the Union's offer which would result in a minimum wage payment to classroom aides in the unit of $6.33 to $6.69. The foregoing comparison suggests that the Employer offer is preferred. The foregoing discrepancies in the results of the respective methods of the parties can be explained by the fact that the salary schedule in the instant dispute is a lengthy schedule, providing for increases up to the 13th year of service, a sechedule which, in the opinion of the undersigned, is significantly too lengthy for the types of classification in this bargaining unit. Nevertheless, the fact is, that the classroom aides in this bargaining unit are at the higher end of the schedule, and, consequently, are being paid at a higher rate of pay than the rates of payment among the comparables for that reason. The foregoing illustrates the difficulty of deciding this matter, because the starting wages in the salary schedule are significantly lower than the average starting wages, however, the earnings opportunity over the years appear to be significantly greater for aides in the employ of the instant Employer than the aides in the employ of comparables employers.

When considering cooks, we find that the average minimum-maximum among the comparables in wage schedules ranges from $5.63 per hour to $6.23 per hour. The Employer offer here would establish a rate range of $5.39 per hour to $6.72 per hour, whereas, the Union final offer would establish a wage range for cooks of $5.45 to $6.80 per hour. Again, we see that the starting wages are lower than the comparables, but the rate range continues considerably above the average maximum rates among the comparables. When considering the actual placement of personnel among the comparables

vis a vis those of the instant Employer, we find that the average wages being paid to cooks among the comparables range from a low of $5.49 per hour to a high of $6.79 per hour, and that the Employer offer would establish wage rates paid in the instant district from a low of $6.41 to a high of $7.76 per hour, pursuant to the Employer offer, and a low of $6.48 to a high of $7.85 pursuant to the Union offer for the year 1986-87. The foregoing again demonstrates that the employees placed on the wage schedules of the Employer, by reason of their longevity in the district, receive significantly higher wages than the actual wages being paid to cooks among comparable employers.[1] Therefore, the evidence establishes that the minimum schedule wage rates favor the Union's offer; that the maximum schedule wage rates favor the Employer offer; and that actual wages paid at both minimum and maximum favor the Employer's offer.

In comparing the wages paid to custodians, we find that the average wage range among the comparables from Union Exhibit No. 34 is $6.97 to $7.71 per hour. This compares with an Employer offer ranging from $7.33 to $8.86 per hour, and a Union offer of $7.42 minimum to $8.96 maximum. Clearly, when comparing custodians, even on a rate range basis pursuant to Union Exhibit No. 34, the rate ranges for custodians, both minimum and maximum, are significantly higher than the rate range among the comparables listed in Union Exhibit No. 34. The minimum on the Employer offer establishes a wage rate 36¢ an hour higher at the starting rate and $1.15 higher at the maximum of the schedule. The Union offer would establish a beginning rate for custodians of 45¢ higher at the starting rate and $1.25 higher at the maximum. Clearly, the Employer offer is preferred on a comparison of wage rates to wage rates for custodians. The foregoing is typified when comparing average wages paid as set forth by the Employer for custodians, where the average actual wages, minimum to maximum among the comparables, range from $7.57 to $8.45 per hour, compared to an Employer offer of $7.33 to $9.96, and a Union offer of $7.42 to $10.08. Here, we see that the actual minimum wages being paid among the comparables are actually higher than either the Union or Employer offer, however, the maximum wage rates actually being paid pursuant to the offers are well in excess of $1.50 an hour more than the average wage rates being paid among the comparables.

All of the preceding comparisons in this section were for the 1986-87 school year. The data for the 1987-88 school year are too sparse to draw valid comparisons. The Arbitrator has reviewed those data and is satisfied from the limited information contained there that the same conclusions appear to emerge for 1987-88 as were drawn for the year 1986-87.

From all of the foregoing wage comparisons, the undersigned concludes that the Employer offer is favored, particularly due to the earning opportunities generated over the years by the unusually long wage schedule set forth in the Collective Bargaining Agreement between the parties for the classifications that are at issue within this bargaining unit. The undersigned concludes therefrom that the 4% offer of the Employer generates a wage rate which is superior to the wages being paid among comparable school districts, and, therefore, the Employer offer would establish an equitable wage schedule for the employees within this bargaining unit.

TOTAL COMPENSATION

The Employer in its brief refers to comparisons with fringe benefits received by other public sector employees in comparable communities. At hearing, the Employer adduced evidence at Employer Exhibit No. 24, which purports to show the relationships of total compensation paid in the instant school district as compared to those paid among the comparables. The undersigned has reviewed the data contained within Employer Exhibit No. 24 and finds that the instant Employer has not provided fringe benefits in dental insurance, health insurance, LTD, life insurance or WRS which is materially superior to that found among the comparables. In making that determination,

1/ The undersigned notes that the average of the actual wages paid to employees, pursuant to Employer Exhibit No. 22 (Butternut, Mellen, Mercer excluded) establish that the average wages paid among the comparables at the minimum are lower than the average minimum wage scale as set forth in Union Exhibit No. 31, and that the maximum actual average wages paid among the comparables is higher than the top of the average wage scales as set forth in Union Exhibit No. 31, notwithstanding the foregoing, the fact that the average maximum is higher than the actual average wage rate among the comparables works to the advantage of the Union when making these comparisons.

the undersigned has again excluded the districts of Butternut, Mellen and Mercer, which the Employer lists as comparables, pursuant to the findings in the earlier section of this Award.

COST OF LIVING

The Consumer Price Index is the measure of the cost of living and the statutory criteria directs the Arbitrator to consider the average consumer prices for goods and services, commonly known as the cost of living. Employer Exhibit No. 17 reveals that the Consumer Price Index, U. S. City Average All Items for Urban Wage Owners and Clerical Workers increased 2.8% for the year ending March, 1987. Obviously, the Employer offer of 4% per cell more than adequately would compensate the employees in this bargaining unit for the amounts of cost of living increase.

The Union has argued that arbitrators, including this Arbitrator, have with some degree of consistency held that the proper immunization against increases in the cost of living are reflected by voluntary settlements entered into by parties who have experienced the same inflationary spirals as those experienced in the district whose dispute is being arbitrated. The undersigned agrees with the Union, and has not changed his opinion in that regard. Nonetheless, it is obvious that the 4% per cell increase proposed by the Employer, when considering solely the criteria of cost of living, favors the Employer offer.

INTEREST AND WELFARE OF THE PUBLIC

The Employer argues that the criteria of interest and welfare of the public favors the adoption of its final offer in this matter. In support of that position, the Employer argues its final offer attempts to balance the general public interest and the employee interest by providing a highly competitive wage increase to the district support staff without a significant impact on the district's taxpayers. The Employer further argues, by way of contrast, that the Union's offer remains totally insensitive to the economic problems faced by the District's taxpayers. In support of its position, the Employer points to Employer Exhibit Nos. 14, 15 and 16 which show that: 1) the per capita income of Bayfield County is $300 less than the five county average in which the comparable school districts reside; 2) that the median income is $650 below the five county average; and 3) that Bayfield County has the 13th highest per capita property tax levy among the 72 counties. All of the foregoing, then, the Employer argues, should cause the Arbitrator to select the Employer final offer based on the interest and welfare of the public criteria, because the Employer offer matches the settlement pattern regarding percentage wage increase and maintains the employee's leadership position in nearly every category in terms of wages actually received by employees. The undersigned disagrees with the Employer argument with respect to this criteria. The wage leadership question will be addressed in the next section of this Award, and that argument will be deferred until that point. With respect to the patterns of settlement; however, the patterns of settlement clearly reflect that both the cents per hour increase, as well as the percentage increases, are more in line with the Union proposal than that of the Employer. It is only when comparing wages to wages that the Employer offer appears to be superior. Consequently, as a result of the foregoing findings, the undersigned concludes that the Union offer does not work adversely to the interest and welfare of the public because it proposes a percentage and a cents per hour increase which is commensurate with the increases which have been negotiated among comparable school districts. Consequently, it cannot be said that the Union offer is excessive by that standard, and, therefore, the interest and welfare of the public are not damaged, particularly, since the dollar amount of difference between the offers does not impact heavily upon the mill rate.

WAGE LEADERSHIP ISSUE

The Union argues that the wage leadership position of the employees of this district should not be disturbed by accepting a settlement less than the patterns of settlement, citing several arbitration cases in support of its position, as follows: Monona Grove School District, Dec. No. 23965-A (Vernon); Brown County, Dec. No. 23871-A (Mueller); City of Kiel, Dec. No. 22677-A (Rice). The key thread of thought and opinion running through the three decisions cited by the Union is

"Voluntarily agreed upon wage relationships should not be disturbed without convincing evidence of meaningful disparities in positions with similar duties and responsibilities"; and that: "Such rates were undoubtedly arrived at by voluntary give and take of negotiations over a period of years"; and that: "The differentials reflect the results of collective bargaining between the various communities and their utility employees." Here, the Union argues at pages 25 and 26 of its brief:

> It should also be noted that the Washburn salary schedule did not just drop out of the sky. The parties negotiated the schedule over the years. By mutual consent, the parties agreed to a salary structure that has developed a relationship with the comparables which should only be changed through the mutual consent of the parties.

The Employer, in its reply brief, accurately refutes the foregoing argument of the Union when it states at page 6 of its reply brief the following:

> The arbitrator need only refer to page 3 of Arbitrator Chatman's July, 1985 decision to learn that the 1984-85 agreement was the initial (underlining in original) collective bargaining agreement between the parties. A review of Arbitrator Chatman's decision will also reveal that the Board had proposed a three-step salary schedule in its final offer for the 1984-85 collective bargaining agreement. It was the Union who proposed that the agreement contain a ten-step salary schedule (subsequently negotiated down to an 8-step schedule for 1985-86). The current salary schedule structure, therefore, resulted from Arbitrator Chatman's award, not from collective bargaining between the Union and the Board.

The record supports the foregoing argument of the Employer, in that the wage structure and leadership position, by reason of the length of the salary schedule, was not a product of collective bargaining between the parties, but rather, was the result of an award by an arbitrator. Because of that distinction, the undersigned concludes that the citations relied upon by the Union with respect to wage leadership maintenance is inapposite in this matter.

Furthermore, a careful examination of the actual wage structure, using both the Union and the Employer methodologies for comparison, reveals that the Employer offer maintains the wage leadership of the Employer at a rate in certain of the classifications in excess of $1 higher than the average of the counterpart classifications among comparable school districts. Consequently, any reliance the Union has placed in this matter on its wage leadership position is misplaced.

SUMMARY AND CONCLUSIONS:

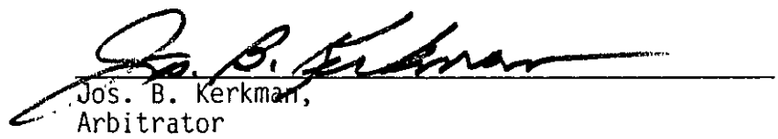
The undersigned, in the foregoing sections of this Award, has concluded that the percentage of increase and the cents per hour of increase among comparable school districts, favors the final offer of the Union. The undersigned has further concluded that the percentage increase among Bayfield County private sector employers favors the Employer offer; that wage rate to wage rate comparisons favor the Employer final offer; and that the cost of living criteria favors the Employer offer. Finally, the undersigned has concluded that the total compensation criteria and the interest and welfare of the public criteria favors neither party's final offer. Lastly, the undersigned has concluded that the wage leadership position enjoyed by the Union in the instant school district is not eroded by the adoption of the final offer of the Employer.

From the foregoing, it is obvious that the adoption of either party's final offer is not a clear cut resolution of an equitable disposition of this dispute, because analyses under various criteria lead to different results; and because the Arbitrator is arbitrating a two year Agreement where the data for the second year of the Agreement is insufficient to draw satisfactory conclusions with respect to the appropriate wage increase for the second year. Nevertheless, after due deliberation, the undersigned concludes that the adoption of the Employer's final offer most nearly fits the criteria of the statutes. Consequently, the undersigned will adopt the Employer's final offer in this matter, and makes the following:

AWARD

The final offer of the Employer, along with all tentative agreements previously entered into between the parties, as well as those provisions of the predecessor Collective Bargaining Agreement which remained unchanged in the collective bargaining process, are to be incorporated into the written Collective Bargaining Agreement between the parties which covers the school years 1986-87 and 1987-88.

Dated at Fond du Lac, Wisconsin, this 9th day of September, 1987.



Jos. B. Kerkman,
Arbitrator

JBK:rr