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BEFORE THE ARBITRATOR

WISCURSIN EMPLOYMENT RÉLATIONS COMMISSION

In the Matter of the Petition of

PECATONICA AREA SCHOOL DISTRICT :

To Initiate Arbitration : Between Said Petitioner and

PECATONICA TEACHERS EDUCATION

ASSOCIATION

Case 15

No. 37974 ARB-4186

Decision No. 24344-A

Appearances:

Mr. Kirk D. Strang, Attorney at Law, Mulcahy & Wherry, S.C., 131 West Wilson Street, Madison, Wisconsin 53701-1110, for Pecatonica Area School District.

Mr. Robert Taylor, Negotiations Specialist, Wisconsin Education Association Council, 101 West Beltline Highway, Madison, Wisconsin 53708, for Pecatonica Teachers Education Association.

ARBITRATION AWARD

Pecatonica Area School District, hereinafter referred to as the District, and the Pecatonica Teachers Education Association, hereinafter referred to as the Association, engaged in collective bargaining during the fall months of 1986 in efforts to reach an accord on the terms of a collective bargaining agreement for the years 1986-1987 and 1987-1988, to succeed an agreement, which expired on June 30, 1986, covering all full-time and regular part-time certified professional teaching personnel in the employ of the District, excluding substitute teachers, CESA employees, supervisors and administrators. The employees included in said bargaining unit are represented by the Association. On December 12, 1986, the District filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the WERC, requesting the latter agency to initiate arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation in the matter, the WERC issued an Order, wherein it determined that the parties were at impasse in their bargaining, and it certified that the conditions for the initiation of arbitration had been met, and as a result the WERC ordered that the parties proceed to final and binding arbitration. Said Order was issued on March 24, 1987, and therein the parties were furnished with a panel of seven arbitrators, from which to select the single

arbitrator. On April 8, 1987, the parties advised the WERC that they had selected the undersigned, and on April 14, 1987, the WERC issued an Order appointing the undersigned to resolve the impasse between the parties, by issuing a final and binding award by selecting either of the total final offers proffered by them to the WERC during the course of the WERC's investigation.

On April 20, 1987, the undersigned, by letter, suggested various dates for the conduct of the arbitration hearing, and thereafter the parties agreed that the matter should be heard on July 24, 1987. The arbitrator met with the parties on the latter date in the offices of the District. Members of the District's Board were present, as well as the District's Administrator, as were members of the Association Bargaining Committee. Prior to opening the formal hearing in the matter, and with the consent of the parties, the undersigned engaged in mediation for some five hours, during which the parties resolved a number of the impasse issues. After it became evident that the parties could not reach an accord on the remaining issues, the undersigned, at the request of the parties, commenced formal hearing in the matter, during which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Post-hearing briefs were filed and exchanged on August 15, 1987.

During the course of the mediation efforts by the arbitrator, the parties reached accords on various proposals in their final offers which were in issue. Said accords related to amendments or additions to certain provisions contained in their 1984-1986 collective bargaining agreement, and said amendments or additions are to be incorporated in their 1986-1988 agreement, and they are as follows:

ARTICLE X - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

Amend the second paragraph in Section G. to read:

"No teacher will be requested to take over a class or a study hall during one of his or her regular classes."

Amend Section H. to read:

"Any assignments, in addition to the normal teaching schedule, including study halls, adult education courses, driver education, extra duties as listed on the extra duty pay schedule, and summer school courses, shall not be obligatory but shall be with the consent of the professional."

ARTICLE XI - PROFESSIONAL COMPENSATION

Amend Section B. to read:

"Prospective employees will be given a copy of the master contract prior to or at the time a salary offer is made."

Amend Section H. to read:

"The hourly rate for approved post school behind-the-wheel driver training shall be \$8.25 per hour during the 1986-1987 school year, and \$8.50 per hour during the 1987-1988 school year."

Amend Section K. to read:

"The cost of physicals required by the district shall be paid by the district."

ARTICLE XII - INSURANCE PROVISION

Amend the first paragraph in Section A. to read:

"The district agrees to pay 100% of the premium costs for a single or family plan health insurance for employees at 50% of contract or greater who require such coverage. The Board shall make premium payments to assure insurance coverage for two full twelve month periods commencing October 1, 1986 and ending September 30, 1988 for all covered employees who annually complete their contractual obligations."

Add the following paragraph to Section A .:

"No employee shall make any claim against the district for additional compensation in lieu of or in addition to the cost of single coverage because he/she is not qualified for the family plan."

Amend Section B. to read:

"In the event that an employee, absent because of illness or injury, has exhausted all accrued sick leave, the district shall keep the health insurance policy in effect through the following September 30th." Amend Section D. by changing the phrase "State Teachers Retirement System" to read "Wisconsin Retirement System."

ARTICLE XIII - STAFF REDUCTION, Section 2. Layoff Notices

Amend second sentence to read:

"The Board shall provide written notice to the employee it has selected for layoff under Section 3 below, no later than April 30th of the current school year."

ARTICLE XIV

Amend the title thereof to read:

"TEACHER SUSPENSION, DISCHARGE, OR NON-RENEWAL"

ARTICLE XV, GENERAL PROVISION - Amend Section E. to read as follows:

"Extra-curricular contracts will be distributed to returning professionals by April 25 of the current school year for assignments in the following school year. Such contracts shall be returned to the District on or before the last day of instruction of the current school year."

APPENDIX A (School Calendar) - The District agreed to the school calendar for the year 1987-1988 as proposed by the Association in its final offer. (Reflected herein in Appendix A.)

The parties also agreed that the "DURATION" provision should read as follows:

"This agreement shall be in effect from July 1, 1986 until June 30,1988."

Proposals in Issue

Final offer proposals remaining in issue relate to teacher salaries for the two years of the collective bargaining agreement, the extra-curricular salary schedule, and whether life insurance for teachers shall be provided by the District for the second year of the agreement.

Salaries

In its final offer the Association proposes that the BA base salary be increased by \$1,303 for the year 1986-1987, and by \$1,341 for 1987-1988, which increases would yield an average teacher increase of \$2,239 for the first year, and \$2,463 for the second year, amounting to average increase of 11.07% and 10.96%, respectively. In addition the Association would include two new lanes in the 1987-1988 salary schedule, namely BA+30 and MA+6.

The District's final offer on salaries would increase the BA base by \$725 for 1986-1987, and by \$760 for 1987-1988, thus generating an average teacher increase of \$1,417 (7.00%) the first year, and \$1,461 (6.75%) the second year. The District would maintain the same number of lanes as set forth in the 1984-1986 agreement.

The 1985-1986 salary schedule is attached hereto and marked Appendix B. Appendix C is a tabulation reflecting the costs of the salary proposals as compared with the salary costs generated by the 1985-1986 salary schedule, lane by lane.

Extra-Curricular Pay

The Association's final offer proposed to modify the extra-curricular salary schedule, which in the 1984-1986 agreement contained some thirty-eight activities for which employees involved therein received compensation. The Association's 1986-1988 proposal would (1) add four new activities, as well as increasing the number of teachers participating in one of the activities; (2) raise both the minimum and maximum percentage rates in six activities, as well as raising the fixed hourly rates in two additional activities; (3) maintain the 1984-1986 minimum rates in fourteen activities, but raise the maximum percentage rates in said fourteen activities; and (4) maintain both the minimum and maximum percentage rates set forth in the 1984-1986 agreement for eight activities, as well as maintaining the same hourly rates for five activities.

The extra-curricular salary schedule in the 1984-1986 agreement sets forth the following:

- "1. Coaches new to an experienced-rated activity will be paid at the base percentage, regardless of previous experience.
- 2. Coaches of activities with beginning rates of 5% or more will advance 1% after each 3 years of experience until the maximum is reached.

3. Coaches of activities with beginning rates of less than 5% will advance .5% after each 3 years of experience until the maximum is reached."

The Association's proposal for the 1986-1988 agreement would:

- 1. (Retain para. 1 of the 1984-1986 agreement.)
- 2. (Eliminate paras. 1. and 2. in the 1984-1986 agreement and replace same with:
 - "2. Coaches of activities will advance 1% after each three (3) years of experience until the maximum is reached."

The District proposed no changes in the extra-curricular pay schedule. A tabulation reflecting the 1984-1986 extra-curricular pay schedule, and the proposal of the Association relating thereto, for the 1986-1988 agreement is attached hereto as Appendix D.

Life Insurance

The Association's life insurance proposal would be incorporated in the collective bargaining agreement for the year 1987-1988. Said insurance would cover not only the 35 teachers in the bargaining unit, but also an additional 8 employees. The offer specifies such coverage by the WEA Insurance Trust in the amount of "2 times the Salary to the Next \$1000 of Term Life Insurance at age 65 (or the earlier of either age 70 or cessation of active employment), including 2 x Salary to the next \$1000 of Accidental Death and Dismemberment Benefits." The premium rate therefore is \$.23 per month per \$1000. The total monthly premium would approximate \$406.64.

The District offers no life insurance coverage for either year of the collective bargaining agreement.

The Costing of the Final Offers

Appendix E, attached hereto, sets forth the costing of the various monetary proposals contained in the two final offers, for the two years of the collective bargaining agreement, as compared with the monetary costs imposed by the collective bargaining agreement for the school year 1985-1986. The tabulation reflects that in the latter year such costs totaled \$935,574. The offer of the Association would increase the costs by \$101,511 and additional \$117,706 for

the years 1986-1987 and 1987-1988. The costs to the District for the latter two years would total \$1,037,085 and \$1,154,871, reflecting yearly overall increases of 10.95% and 11.35%.

The District's offer would increase its total costs by \$65,943 and an additional \$72,241 for the two years of the agreement, thus totaling the costs to \$1,001,517 and \$1,173,758, respectively, reflecting overall increases of 7.5% and 7.21%. The average teacher increase under the Association's offers for each of the two years would amount to \$2,900 and \$3,365, while under the District's offer said increases would be \$1,884 and \$2,064.

POSITIONS OF THE PARTIES

During the course of the hearing the parties submitted numerous exhibits as evidence to substantiate positions in support of their respective offers. The Association introduced exhibits totaling some 155 pages, while the District presented exhibits, having a total of 198 pages.

Both parties filed briefs, wherein they addressed the various factors set forth in Section 111.70(4)(cm)7, Wis. Stats., which interest arbitrators must consider and give weight in their selection of final offers. The facts relating to the initial two factors, that of the lawful authority of the District, and the stipulations of the parties, are not in dispute. The District does indeed have the lawful authority to enter into the collective bargaining agreement involved herein, regardless of whose final offer is selected. The stipulations reached by the parties during the course of the instant proceeding have been set forth previously herein.

The Association's Position

The Association acknowledges that, under the statutory provisions relating to interest arbitration, arbitrators are directed to make comparisons of wages, hours and conditions of employment with various comparable groups, and it contends that in teacher interest disputes "arbitrators have generally utilized comparisons with other teachers, especially with other teachers in the same athletic conference, as the prime source of comparability." The Association indicates that it accepts the State Line Conference, in which the instant District is included, as the proper comparable in deciding the first year (1986-1987) of the agreement involved herein. However, as to the second year of the agreement, since a 1987-1988 agreement has been resolved between only one of the schools in said conference and its teachers, the Association proposes that statewide and CESA 3 comparables are the most

reasonable alternative "in the totality of this matter," citing awards of other arbitrators supporting the expansion of comparables beyond the immediate athletic conference where one, or only a minimum number of districts in the conference have reached an accord, either voluntarily or through arbitration.

With regard to the remaining statutory factors to be considered by the arbitrator, the Association makes the following contentions:

THE INTERESTS AND WELFARE OF THE PUBLIC, AND THE DISTRICT'S FINANCIAL ABILITY TO MEET THE COSTS OF EITHER PROPOSED SETTLEMENT - Sec. 111.70(4)(cm)7.c.

The Association contends that the District has the ability to meet the costs of either final offer, pointing out that over half of the District's per pupil expenditures is met by state aids, and that the local tax burden has fallen from 64.48% of said costs in 1982-1983, to 49.42% in 1986-1987, and that the state aid for 1987-1988 has been projected to further increase to \$162,432. It argues that the District has the ability to pay, and that the selection of the Association's offer will not impose an increased burden on the local taxpayer.

COMPARISON OF WAGES, HOURS AND WORKING CONDITIONS OF THE DISTRICT'S TEACHERS WITH THOSE OF OTHER TEACHERS Sec. 111.70(4)(cm)7.d.

(See subsequent discussion under "Salary Issue.")

COMPARISON OF WAGES, HOURS AND WORKING CONDITIONS OF THE DISTRICT'S TEACHERS WITH THOSE OF OTHER PUBLIC EMPLOYEES IN THE SAME OR COMPARABLE COMMUNITIES Sec. 111.70(4)(cm)7.e. and f.

The Association sets forth that there are only a few public employees, or for that matter, employees employed by non-public employers, in the District, or in other comparable districts. It further argues that the duties of said small number of public employees are so dissimilar from that of the teachers, a meaningful comparison would be difficult, if not impossible. It makes a similar argument with respect to employees of non-public employers. It characterizes the data submitted by the District relating to the latter as "sketchy at best." As a result, the Association urges the arbitrator to discount this particular statutory factor due to the claimed lack of credible evidence.

THE COST OF LIVING Sec. 111.70(4)(cm) 7.g.

The Association acknowledges that both final offers exceed the percentage increase reflected in the Consumer Price Index issued by the Bureau of Labor Statistics; however, it discounts the importance thereof and emphasizes that "the crux of the dispute is what is the fair level of compensation for the teachers involved?"

THE OVERALL COMPENSATION, INCLUDING MONETARY FRINGE BENEFITS, AND THE CONTINUITY AND STABILITY OF THEIR EMPLOYMENT -

Sec. 111.70(4)(cm)7.h.

Over and above the salary increases proposed by it, the Association is requesting increases for extra-curricular activities, as well as creating additional activities to said schedule. Its offer with respect to same would cost an additional \$1,956 and \$2,014 for the 1986-1987 and 1987-1988 school years. It admits that the District offers a broad range of such activities, and is a conference leader in the pay rates for those duties involved, and as such, the Association claims that its offer maintains the District's leadership. It points out that the District need not offer every activity on the schedule.

The Association argues that its life insurance proposal would increase the District's costs for 1987-1988 only in the amount of \$2,409 at the maximum, only two-tenths of one percent of the Association's total package costs. It supports its claim for such benefit by also contending that six of the nine districts in the conference presently provide such fringe benefit.

CHANGE IN ANY OF THE FOREGOING CIRCUMSTANCES DURING THE PENDENCY OF THE INSTANT PROCEEDING -

Sec. 111.70(4)(cm)7.i.

The Association would have the arbitrator review the arbitration award involving the Belleville district, which is in the same conference as the District herein. Said award was issued some twenty-one days after the conduct of the hearing in this matter. It covers only the 1986-1987 school year. The statute requires that the arbitrator consider same, and he will do so.

SUCH OTHER FACTORS, ETC. Sec. 111.70(4)(cm)7.j.

No other significant factors are referred to by the Association, except the fact that during the mediation efforts by the arbitrator, the parties resolved a number of the issues through mediation efforts by the arbitrator which had not been previously agreed upon in their negotiations.

THE SALARY ISSUE

The Association acknowledges that the principal dispute between the parties involves the wage package for each of the years of the collective bargaining agreement. It contends that, if the District's offer is accepted, its relative rank among comparables in the athletic conference will deteriorate for the year 1986-1987 in six of the seven wage schedule benchmarks, while retaining its standing in the seventh. On the other hand, should the Association's offer be accepted, the District would gain in rank in four, while retaining its standing in the remaining three benchmarks. The Association contends that, while its offer contains some "catch-up monies," the District's offer exacerbates a serious erosion at almost every benchmark.

According to the Association, when the two offers for 1986-1987 are compared to the various conference benchmark leaders, the differences are as follows:

	District Offer	Assoc. Offer		District <u>Offer</u>	Assoc. Offer
MA Min	\$ - 635	\$ - 57	MA Min	\$ -1,323	\$ - 684
BA 7	- 2,109	-1,410	MA 10	- 2,278	-1,417
MA Max	- 2,282	-1, 502	MA Max	-1,942	-984
			Sched. Max	- 2 , 979	-2,005

The Association would apply a slightly different analysis to the second year salary offers since Barneveld is the only district in the conference which has reached an agreement for the year 1987-1988. It argues that Barneveld is unique in several respects, since that village was devastated by a tornado a few years ago, and that resultant rebuilding "skewed" the property values therein since much of the taxable property is new, and that said district amassed a huge budgetary surplus. Further, Barneveld has been at the bottom of the benchmarks for years and its 1987-1988 agreement did not better their position in the conference. The

Association urges the arbitrator to give the least possible weight to its settlement. Rather it desires the arbitrator to use broader comparability data, namely the CESA 3 district (wherein the instant District is located) and statewide data.

CESA 3 data based on twenty-nine settled districts, according to the Association, reflects the following:

- 1. The 1986-1987 CESA 3 benchmarks were higher than that of the District's in every respect.
- 2. They were higher than the Association's 1986-1987 proposal in three instances.
- 3. The 1987-1988 CESA 3 benchmarks, based on seven settled districts, are higher than the District's offer at four of the seven benchmarks.
- 4. The Association's 1987-1988 proposal is significantly higher at the MA Max and Sched. Max due solely to its proposal to add two new lanes to the salary schedule.

The statewide benchmarks are higher than both offers for both of the years in all of the benchmarks.

The Association predicts that the District's offer will continue the benchmark deterioration in the future, continuing to lag "more than four years behind their colleagues in the rest of the state." It states that its proposal will not eliminate, but will narrow, the gap to a three-year lag. For that reason, it has proposed adding the two additional lanes to the salary schedule in 1987-1988, a trend which has and is developing among the districts in the athletic conference.

The Association also sets forth that the cost between the two offers for the 1987-1988 school year amounts to \$81,113, which is less than one-half of the projected new monies from state aids. The District's per pupil costs are the sixth lowest of the nine schools in the conference, and the Association claims that its offer would add only \$164.53 to the per pupil cost, or 91 cents a day for each pupil.

Extra Curricular Schedule

The Association concedes that the District had traditionally been a conference leader in pay rates for the extra-curricular activities offered in the past, and that its offer maintains the District's historic place in the conference.

Life Insurance

According to the Association, its life insurance proposal, which would become effective the second year of the agreement, would cost the District a maximum of \$2,409 for the year, approximately two-tenths of one per cent of its total package cost for said year. In addition such a benefit presently exists in the agreements in six of the nine conference schools.

Concluding Remarks

The Association urges the arbitrator to adopt its offer, contending that the District has been on a downward track in relation to its conference colleagues, and that the District has the ability to fund its offer, and thereby reverse the trend of detrimentally affecting the quality of education in the District.

The District's Position

The District initially argues that its final offer is reasonable and responsible, balancing the needs of its teaching staff and the concerns of the taxpaying public. claims that its offer for the 1986-1987 school year closely conforms to the settlement patterns within the athletic conference, and preserves its teachers' relative rank in comparison with other comparable districts, in that it provides its teachers with an equitable wage increase. points out that the District is primarily comprised of farmers and individuals on fixed incomes, and accordingly, it must accommodate the "interests of its hard-pressed constituents by exercising fiscal restraint." It contends that the Association's final offer is an unwarranted attempt to gain an excessive wage increase through the arbitration process, since its proposal would compel an increase, in wages only, in excess of 22% for the two-year period In addition the District emphasizes that by also involved. requesting the expansion of the salary schedule, proposing additional compensation for extra-curricular activities, as well as the initiation of a new benefit (life insurance for the second year), the Association is requesting far more money than that received by other teachers employed by conference districts, despite the fact that the District is the most economically "strapped" district in the conference.

With respect to the statutory factors (beyond the initial two) required to be considered by the arbitrator, the Association argues as follows:

Sec. 111.70(4)9cm)7.c.

In assessing the impact of the final offers on the interest and welfare of the public, the District points out

that the Association's offer would require the District and its taxpayers to spend nearly \$82,000 in excess of the District's offer, 3.8% and 4.2% in excess of the District's offer for 1986-1987 and 1987-1988. It characterizes the Association offer as being inconsistent with, or insensitive to, the District's overall financial circumstance. It points out that the equalized value of property in the District increased from 1981 through 1984, and that there has been a decline since the latter year of 25.14% in such value, primarily due to the apportionment of land, where 75.9% of face value is considered agricultural. Exhibits introduced during the hearing reflect that the total tax levies of the ten townships and two villages located in the District for the year 1986-1987 total \$1,215,441, as compared to \$1,115,308 in 1985-1986, and that the mill rate for the same years has increased from \$12.85 to \$15.15, culminating in about a 55% increase since 1980-1981. Farm values in the District have declined, as have commodity prices received by farmers, resulting, in part, to an average of 59.3% increase in the amount of delinquent taxes in the three counties, wherein the District is located. It points out that nearly 49% of the households within the District are on limited or fixed income, derived from interest, social security or public assistance. It characterizes the Association's offer as "crippling" and that it "stings" the public. The District contends that a thoroughly oppressive economic situation grips the District, and that the Association has not presented evidence to establish that the districts, which it urges as comparables, share the same economic plight.

The District avers that it has established that its economic climate is among the worst in its conference; that the median value of its housing is the lowest in the conference; that its per capita income is a mere \$3.00 more than the lowest rated district in the conference; that 11.3% of the number of families in the District are below the poverty level; and that its median family income is lower than that of any district in the conference. All of these, the District argues, negates any contention that the District's economic stature is equal to those districts in the conference.

The District acknowledges that the threshold issue herein involves a determination of the appropriate comparable pool. It contends that its athletic conference is appropriate for comparison purposes, when relating to "average teacher salaries," as opposed to the Association's utilization of said comparables only for the 1986-1987 year, while contending that the comparables for 1987-1988 should be extended to CESA 3, as well as statewide. In support of said argument the District cites a number of arbitration awards supporting the utilization of the immediate athletic conference as the primary source of comparables, and also cited are awards where arbitrators have rejected CESA and

statewide groups as comparables. In support of the utilization of the State Line Athletic Conference as the most appropriate comparable, the District prepared the following analysis:

	Average of Comparables	Pecatonica School District				
FTE Teachers Enrollment	31.30 469	34.00 501				
School Cost Per Pupil	\$ 3,169.82	\$ 3,256.68				
Full Value Tax Rate	\$ 11.92	\$ 12.21				
State Aid Per Pupil	\$ 873.00	\$ 1,097.00				
Equalized Value Per Member	\$190,460.00	\$176,803.00				
Per Capita Income	\$ 6,682.00	\$ 5,929.00				

The District argues that the Association's utilization of CESA 3 and statewide average teacher salaries is flawed for the reason that such average is determined by staff placement in the various districts. It again cites a number of awards wherein arbitrators have supported such a conclusion. The District claims that that average percentage increases in CESA 3 and statewide would be more probative than average salaries. The District also cites awards wherein the arbitrators concluded that the absence of settlements with a comparable pool need not necessarily require a search for settlements elsewhere, and that, instead, greater weight should be placed on the remaining statutory criteria.

The District contends that its salary and its total compensation offer is equitable, and that it maintains its relative position in the athletic conference, as demonstrated in examining the benchmarks in its proposed salary schedule, while the Association's offer would unjustifiably inflate the District's salary schedule. In that regard the District submitted a tabulation comparing its benchmark rates with the districts of Albany, Barneveld, Black Hawk and New Glarus, the districts which had settled by the date the District had prepared its brief. Since the Belleville award was submitted with the briefs, the undersigned has included its settlement in such tabulation. The District's conference ranking among said settled districts would be as follows:

	1985-1986	1986-	-1987
	Ranking	Asso. Offer <u>Ranking</u>	Dist. Offer <u>Ranking</u>
BA Min	5	2	5
BA Max	3	3	3
MA Min	5	4	5
MA Max	4	3	4
Sched. Max	5	4	6

The average of the salaries of the five settled districts, at said various benchmarks, for the 1986-1987 school year, as compared with the two offers herein, is as follows:

	Conference Average	Association Offer	District <u>Offer</u>
BA Min	\$ 15,331	\$ 15,778	\$ 15,200
BA Max	\$ 21,101	\$ 21,300	\$ 20,520
MA Min	\$ 17,474	\$ 17,435	\$ 16,796
MA Max	\$ 25,723	\$ 26,152	\$ 25,194
Sched. Max	\$ 26,716	\$ 26,624	\$ 25,650

The only settlement in the conference for the year 1987-1988 is at Barneveld. A comparison of the Barneveld settlement with the offers herein reflect the following:

	Barneveld Settlement	Association Offer	District Offer
BA Min	\$ 15,545	\$ 17,119	\$ 15,960
BA Max	\$ 20,545	\$ 23,111	\$ 21,546
MA Min	\$ 17,545	\$ 19,259	\$ 17,636
MA Max	\$ 24,985	\$ 28,888	\$ 26,454
Sched. Max	\$ 27,820	\$ 29,915	\$ 26,933

The District urges caution in making benchmark comparisons, since factors such as delayed implementations, frozen increments, artificial placement and other unique circumstances have a distorting effect upon benchmarks.

Citing the settlements in the settled districts (excluding Barneveld and Belleville) for the year 1986-1987, the District indicates that the average wage increases therein averaged \$1,632, or a 7.37% increase over the year 1985-1986, and that the total compensation package averaged \$1,948, or 6.62% increase as compared to the Association's offer of \$2,239 (11.07%) on wages only, and \$2,900 (10.85%) on total package, and that the District's offer on wages only was \$1,417 (7.0%) and on total compensation amounted to \$1,884 (7.05%).

The District also presented an exhibit which reflects the dollar difference between the offers for 1987-1988, which indicates that under its offer total salary costs would total \$51,151, an increase of 6.75%, and \$72,241 in total compensation, an increase of 7.21%, while the District's offer would generate salary increases only totaling \$86,21%, or an increase of 10.96%, and that the total compensation under the District's offer would amount to \$118,345, or an increase of 11.41%. The Association's total compensation offer for the two-year period would exceed the District's offer by \$81,662.

Cost-of-Living Factor

The District argues that the Consumer Price Index, standing alone, should be used to measure the reasonableness of its offer for the two-year period, and that said factor should be afforded greater weight due to the tenuous nature of the traditional benchmarks, and in said regard it claims that its offer of 13.75% significantly exceeds the anticipated increase in the cost of living for the two-year period involved, while the Association's offer of 22% will vastly increase same.

Area Municipal Employee Factor

The District encompasses an area consisting of ten townships and two villages. Its population as of January 1985 totaled 6,387, which is spread throughout portions of Iowa, Green, Lafayette and Dane counties. Only one township (Perry) is located in Dane County, and it has a population of 583. In support of its offer the District produced an exhibit indicating that increases for employees in the employ of Iowa, Green and Lafayette counties ranged from 2.0% to 6.0% in 1986, and from 2.3% to 6.5% in 1987. Only one agreement has been reached for 1988, amounting to an increase of

3.0%. Professional social workers employed by Iowa County received increases of 6.0% and 6.5% in 1986 and 1987. Similar employees employed by Lafayette County received a 5.0% increase in 1986.

Private Sector Employee Factor

A 1986 survey made by the Wisconsin Department of Industry, Labor and Human Relations indicated the maximum salaries earned by Hospital Registered Nurses, Accountants, Social Workers, Civil Drafters and Pharmacists employed in the southwestern Wisconsin area had monthly earnings ranging from \$1,536 to \$2,298, and in statewide, employees in said professions received monthly salaries ranging from \$1,576 to \$2,418, as compared to the 1985-1986 average monthly salary of the District's teachers, amounting to \$2,383. There are only a handful of professional employees working in the area of the District (bankers and attorneys). Their annual salary increases did not exceed 4% during the last three years. Approximately one hundred employees are employed in a privately operated cheese factory. Said production employees received increases of 3% annually over the last three years.

Extra-Curricular Salary Schedule

The District offers to retain the extra-curricular schedule as set forth in the 1984-1986 agreement with respect to the activities involved and as to the rate of compensation for performing the duties involved. It contends that under its offer pay increases will flow to the teachers involved as a result of the increases in the basic salary schedule. submitted an exhibit to support its claim that under the 1985-1986 schedule it has paid above the conference average for eight of the activities (minimum pay), while its maximum pay was above the maximum average in nine activities. admits that its 1986-1987 offer would drop the District, in the minimum pay range, to six above average. However, it would increase the number of activities in which it would be above average to fourteen, and that with respect to maximum salaries, the District's offer would remain above the conference average in seven activities. It characterizes the Association's offer as increasing the dollar value over average as "phenomenal." Further it claims that the Association did not present any justification to support its offer relating to the extra-curricular schedule.

Life Insurance

The District, citing two awards, argues that in order to obtain a new benefit through arbitration, the proponents thereof must show (a) a compelling need therefor, (b) uniform support among the comparables, and (c) grant an equitable quid pro quo to obtain same. The District contends that the Association has not justified its offer under said criteria.

Concluding Argument

In general, the District concludes that its offer was formulated in an attempt to meet the needs of not only its teaching staff, but also the needs of the tax paying public. The District anticipates increases in the tax levy, and that its offer reflects the ability of its residents to assume another increase for the 1987-1988 school year. It argues that its offer grants salary increases over and above those granted to other public sector employees as well as employees in the private sector. Further, its offer would maintain the relative rank of its teachers in comparison with the teachers employed by the districts in the conference, that its offer more closely approximates the conference average at each benchmark, and is more in line with the average dollar and percent based settlement pattern. The District urges the arbitrator to prefer its offer over that of the Association.

The Belleville Award

At the time the briefs were received herein counsel for the District, at the request of the Association, forwarded a copy of the mediation-arbitration award involving the 1986-1987 collective bargaining agreement between the Belleville School District (a member of the State Line Athletic Conference) and the Belleville Education Association. The award was issued on August 10, 1987, a date following the conduct of the hearing herein. The issues involved salaries and sick leave. Therein the district calculated the cost of its final offer to amount to a 6.2% increase over the previous year. The award reflected that neither party provided information with respect to the total package costs of the BEA offer.

A review of the Belleville award covering the year 1986-1987 discloses that the arbitrator therein selected the offer of the Belleville Education Association over the offer of the District. Said award reflected the following percentage increases proposed by both offers at the various benchmarks:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
District Offer	4.78%	4.78%	4.44%	4.44%	` 4.38%
BEA Offer	8.0%	8.09%	7.51%	7.51%	7.51%

In Belleville, according to the arbitrator, that 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." The Belleville arbitrator selected the BEA's offer on the basis that said offer appeared to be "more reasonable" than that of the district'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."

With reference to the Belleville award, the District herein argues that: (1) the BEA urged that staff turnover had resulted in a significant savings to that Board, increasing its ability to pay, and that no such staffing adjustments occurred in the instant District; (2) Belleville is among the most, if not the most, prosperous district in the athletic conference; (3) the Belleville Board's offer at each of the benchmarks, on a percentage basis, was less than that offered by the instant District; (4) that the arbitrator therein set forth that neither of the offers "really predominates," apparently there was a substantial erosion in Belleville's ranking among the conference comparables at the recognized benchmarks over the last five years, whereas in this matter the District's offer preserves its benchmark ranking; (5) that the instant District's offer is more consistent with the first year settlement pattern in the conference; and (6) the arbitrator in Belleville indicated that statewide settlement patterns may be helpful "where an analysis of settlement by comparables is inconclusive and there is no showing of exceptional local economic conditions."

Discussion

The interests and welfare of the public served by the District are provided for by competent teachers employed in its schools. They should be fairly compensated and encouraged to remain in the District's employ. However, the interests and welfare of the public extends beyond the operation of the school system. While the District does not contend that it has the inability to pay the costs of the Association's offer, it makes a very strong case establishing the depressed economic condition of the area in which the District is located. The undersigned is persuaded that, on the whole, the District's offer, rather than that of the Association's, is more responsive to the overall interest and welfare of the public.

It is obvious that both offers would grant real wage increases well in excess of the rise in the cost of living, for both years of the agreement. The undersigned is satisfied that the District's offer of 7.0% for 1986-1987, and 6.75% for 1987-1988, as compared to the Association's offer of 11.07% and 10.96%, when compared to the cost of living criterion, is the more reasonable.

While not a major criterion in this proceeding, it is noted that the District's offer is more closely aligned to the increases granted to county employees than is that of the Association's. The undersigned takes note of the data relating to private employees in the District; however, the value of said factor, as a comparable, is negligible, since there are an insubstantial number of private professional and non-professional employees employed in the area of the District. Suffice it to say that the District's offer for the 1986-1987 school year more than exceeds the wage increases obtained by said private employees.

The most significant criterion to be applied herein involves a comparison of wages, hours and conditions of employment set forth in each of the offers, with those of teachers employed in other school districts. In that regard the initial determination to be made concerns the question as to which districts should be primarily utilized for comparison purposes in applying the comparability criteria set forth in the statute. While both the Association and the District deem that the State Line Athletic Conference is appropriate for the first year of the two-year agreement, the Association, contrary to the District, would deviate therefrom for the agreement's second year, and, in that regard it proposes that consideration should be given settlements in CESA 3 (which includes the District) and in statewide districts.

The following tabulation reflects the percentage increases granted by the various five districts in the conference (Albany, Barneveld, Belleville, Black Hawk and New Glarus), CESA 3 and statewide, over and above their 1985-1986 agreements, as compared with the instant offers, at the benchmarks noted, for the year 1986-1987:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Conference Average (5 Districts)	6.2%	7.6%	5.8%	7.6%	8.4%
CESA 3 Average (29 Districts)	7.3%	7.6%	7.1%	7.7%	8.0%
Statewide Average (298 Districts)	6.8%	6.1%	6.9%	6.6%	6.9%
Association Offer	9.0%	9.0%	9.0%	9.0%	9.0%
District Offer	5.0%	5.0%	5.0%	5.0%	5.0%

The percentage increases granted by the various districts for 1987-1088 are as follows:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
One Conference District (Barneveld)	5.0%	5.4%	4.4%	3.1%	2.8%
CESA 3 Average (7 Districts)	7.4%	5.9%	6.7%	5.2%	5.0%
Statewide Average (77 Districts)	6.1%	5.7%	6.3%	5.2%	5.8%
Association Offer	8.5%	8.5%	10.5%	10.5%	12.4%
District Offer	5.0%	5.0%	5.0%	5.0%	5.0%

Utilizing the above tabulation for 1987-1988, the CESA 3 increases at said five benchmarks average 6.04%, while the statewide increases average 5.82%, compared to the Association's offer average of 10.8%, and the District's offer average of 5.0%. While the District's offer average is lower than that of both CESA 3 and statewide, its average is closer to said averages than is the average of the Association's offer, which exceeds both the CESA 3 and statewide averages.

The following tabulation reflects the 1985-1986 dollar value of the benchmarks in those districts which have settled their 1986-1987 agreements. The figure in parenthesis () reflects the relative ranking of the benchmarks:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Albany	\$14,700 (3)	\$18,816 (5)	\$16,650 (3)	\$24,642 (3)	\$25,160 (3)
Barneveld	14,000 (6)	17,500 (6)	16,000 (4)	20,900 (6)	22,410 (6)
Belleville	14,650 (4)	21,096 (2)	15,775 (6)	24,240 (1)	25,600 (2)
Black Hawk	14,740 (2)	19,346 (4)	17,098 (1)	23,547 (5)	24,432 (4)
New Glarus	14,800 (1)	21,312 (1)	17,020 (2)	25,190 (2)	25,847 (1)
Pecatonica	14,475 (5)	19,541 (3)	15,995 (5)	23,992 (4)	24,427 (5)

The following tabulation reflects the 1986-1987 dollar value of the benchmarks in the same districts:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Albany	\$15,600	\$19,968	\$17,550	\$25,974	\$26,492
Barneveld	14,800	19,800	16,800	24,150	27,075
Belleville	15,835	22,802	16,960	27,136	27,496
Black Hawk	15,620	20,501	18,119	24,953	25,890
New Glarus	15,600	22,464	17,940	26,551	28,692
Pecatonica					
Assoc. Offer Ranking	15,778 (2)	21,300 (3)	17,435 (4)	26,152 (3)	26,624 (4)
Dist. Offer Ranking	15,200 (5)	20,520 (3)	16 , 796 (6)	25,194 (4)	25,650 (6)

The following tabulation reflects the comparison between the Barneveld 1987-1988 settlement with the offers of the Association and the District for 1987-1988:

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Barneveld	\$15,545	\$20,545	\$17,545	\$24,985	\$27,820
Asso. Offer	17,119	23,111	19,259	28,888	29,915
Dist. Offer	15,960	21,546	17,636	26,454	26,933

The undersigned is not convinced that primary consideration should be given to CESA 3 and statewide settlements for the second year of the agreement, since no substantial evidence was adduced with regard to the economic conditions, or other material factors, applicable to CESA 3 and statewide districts who had settled their 1987-1988 agreements, except for Barneveld, a member of the athletic conference. Moreover, there is no data reflecting the total package costs - dollar wise - of the CESA 3 or statewide settlements, either as averages, or of the individual districts comprising such groups.

With regard to the 1986-1987 school year, and the five benchmarks of the settled districts in the conference, as previously noted here, the Association's offer would gain in rank in four of the five benchmarks, by moving from fifth to second at BA Min, from fifth to fourth at MA Min, and from fourth to third at MA Max and Scheduled Max. It would retain its third ranking at BA Max. The District's offer would retain its fifth ranking at BA Min, its third ranking at BA Max, and its fourth ranking at MA Max. It would lose its fifth ranking, moving to sixth at MA Min and Scheduled Max.

With regard to the 1987-1988 school year, both the Association's and the District's offers exceed the dollar value of the Barneveld settlement at all of the benchmarks, except at the Scheduled Maximum, where the Association's offer would exceed that of Barneveld, while the District's offer would be less than that of Barneveld. In examining the average percentage increases in the five benchmarks granted in settlements in CESA 3 and statewide, it is to be noted that in CESA 3 settlements benchmark increases averaged 6.04%, while statewide settlements, at said benchmarks, averaged 5.82%, compared with the Association's offer which would provide an average of a 10.8% increase, and the District's offer, averaging 5.0% benchmark increase. noted that the District's offer, based on the benchmark averages, while lower than the benchmark averages of the CESA 3 and statewide settlements, is closer to the latter than is that of the Association's.

The Association's offer seeks to substantially upgrade the salary structure and improve the fringe benefits received by the employees it represents. In addition to its salary proposals it seeks to expand the extra-curricular activities schedule, and to increase the compensation for a number of such activities, and it would have the District incorporate a life insurance program covering the teachers, commencing at the outset of the 1987-1988 school year.

The offers relating to salary increases are the most significant herein. The Association's offer with respect to the extra-curricular schedule and life insurance are rather insignificant cost wise as compared to the salary proposals,

in determining which offer is to be accepted by the Arbitrator, and therefore no extensive discussion is warranted with regard to said proposals of the Association.

The motive of the Association in seeking substantial increases is understandable in light of the past history of the District's salary ranking in the athletic conference to which it belongs. Notwithstanding such motive, the Arbitrator must determine which of the offers is the most reasonable under the circumstances involved herein.

Upon the basis of the above and foregoing the undersigned makes and issues the following

AWARD

After extensive consideration of the evidence and the briefs of the parties, the undersigned concludes that, in light of the economic condition and climate of the area served by the District, the District's offer more reasonably meets the criteria and factors set forth in the statute than does the offer of the Association, and therefore, the District's offer with respect to the issues before the arbitrator are to be incorporated in the 1986-1988 agreement between the parties, along with those items on which accords were reached during negotiations, including those issues mediated by the arbitrator to an accord.

Dated at Madison, Wisconsin, this 14th day of October, 1987.

Morris Slavney Arbitrator

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178 Face to Face Days + 2 P/T Conferences:

Z P/T Conference Nov. 12 & 13 * March 29 & 30 * + 3 Holidays 9/7 Labor Day 11/26 Thanksgiving 5/30 Memorial Day + 7 Professional Days 8/25 Preservice 8/26 Work Day 10/05 SLL Inserv. 10/29 WEA Convention/ Work Day

*Nov. 12 & Mar. 29: 6:00 - 9:00 PM

Nov. 13 & Mar. 30: 9:00 AM - Noon

PECATONICA AREA SCHOOLS SALARY SCHEDULE 1985-86

<u>6-15-86</u>

			•					
		(1.02)	(1.045)	(1.065)	(1.085)	(1.105)	(1.125)	
	B.S	+6	+12	+18	+24	M.S.	+12	
1	14,475	14,764	15,126	15,416	15,705	15,995	16,284	
2	14,909	15,207	15,580	15,878	16,177	16,475	16,773	•
3	15,344	15,650	16,034	16,341	16,648	16,955	17,261	31
4	15,778	16,093	16,488	16,803	17,119	17,434	17,750	
5	16,357	16,684	17,093	17,420	17,747	18,074	18,401	
6	16,936	17,274	17,698	18,037	18,375	18,714	19,053	•
7	17,515	17,865	18,303	18,653	19,004	19,354	19,704	48
8	18,094	18,456	18,908	19,270	19,632	19,994	20,355	
9	18,817	19,194	19,664	20,041	20,417	20,793	21,170	
10	19,541	19,932	20,421	20,811	21,202	21,593	21,984	
11			21,177	21,582	21,988	22,393	22,798	51
12					22,773	23,193	23,612	
1 3						23,992	24,427	

Lane	Number of Teachers	Iane Costs 1985-1986	Lane Costs 1986 - 1987 Asso. Proposal	Lane Costs 1986 - 1987 Dist. Proposal	Lane Costs 1987 - 1988 Asso. Proposal	Lane Costs 1987 - 1988 Dist. Proposal
BA	5	\$ 81,351	\$ 91,669	\$ 88,312	\$ 102,885	% 95,920
BA+6	3	53,229	59,381	57,210	65,830	61,372
BA+12	8	159,886	177,403	170,913	195,890	182,623
BA+18	3	64,746	70,572	67,989	76,572	71,388
BA+24	10	207,705.5	231,864	223,382.5	255,679.5	238,371
BA+30	0	-0-	-0-	-0-	-0-	Not proposed
MA	2 .	45,585	50,560	48,708	56,814	52,026
MA+6	0	-0-	-0-	-0-	-0-	Not proposed
MA+12	4	95,672	105,165.5	101,317.5	119,162	107,283
PMTIZ					 	
TOTALS	35	\$ 708,245	\$ 786,615	\$ 757,832	\$ 872,833	\$ 808,983

EXTRA-CURRICULAR SCHEDULE

	Percentage of	B. S. Base
	1984-1986	1986–1988
Activity	Agreement	<u>Agreement</u>
Athletic Director	10-12	10–13
Head Football	8–10	8–11
Assistant Football (1st)	5–7	5–8
Assistant Football (2nd)	5–7	5 8
Cross Country	_	5-8 (New Position)
Head Boys' Basketball	8–10	8-11
Assistant Boys' Basketball	5–7	5-8
Freshman Basketball	5-7	5–8
Junior High Basketball	5	5
Head Baseball	5 - 7	8-11
Assistant Baseball	3.5	5–8
Head Track	5–7	5–8
Head Wrestling	8-10	8–11
Assistant Wrestling	5-7	5-8
-	5	5
Junior High Wrestling	8–10	8–11
Girls' Volleyball	5–7	5–8
Assistant Girls' Volleyball	5-7	8-11
Girls' Softball		5-8 (New Position)
Assistant Girls' Softball	-	•
Head Girls' Basketball	8-10	8-11
Assistant Girls' Basketball	5–7	5–8
Cheerleader Advisor	4	4_
Pep Band and Halftime Music	3.5	3.5
Head Forensic Coach	2.5-3.5	5–8
Assistant Forensic Coach (1st)	2-3	4–6
Assistant Forensic Coach (2nd)	1.5-2.5	2.5-3.5
Drama Director (Musical)	3	5
(Non-musical Drama)	3	3
Musical Assistant (If Presented)	2	2
Annual Advisor	3.5	58
Photo Advisor	1	1
Prom Advisor	2	2
Future Homemakers Advisor	2	3 (4 w/ St. Off.)
		(New Positions)
Student Congress	_	1.5/Fach Vis. No
Student Council	-	1.5(Each AdvNew)
Bus Chaperone	\$14.00	\$14.00
Dance Chaperone	\$14.00	\$14.00
Scorekeeper	\$14.00	\$14.00
Timer	\$14.00	\$14.00
Parades Outside District	\$30.00	\$30.00
Summer Band	\$ 7.25/hr.	\$ 7.50/hr.
	\$ 7.25/hr. \$ 7.25/hr.	\$ 7.30/hr. \$ 8.25/hr.(86-87)
Driver Education	۰ ۱۱۱/۲۵۰۱ φ	
		\$ 8.50/hr.(87-88)

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	1985–1986	1986-1987 Offers 1987-	1987-1988 Offers				
	Agreement	Association District Associat	ion <u>District</u>				
Salaries	\$ 708,245	\$ 786,615 \$ 757,832 \$ 872,83	33 \$ 808,983				
Extra-Curricular Pay	21,738	23,694 22,825 25,76	23,966				
Longevity (2 employees)	<u>977</u>	1,065 $1,026$ $1,1$	<u>1,077</u>				
Wis. Ret. System Base	\$ 730,960	\$ 811,374 \$ 786,683 \$ 899,77	88 \$ 834,026				
Health Insurance	59,252	61,867 61,867 71,58	71,581				
Dental Insurance	3,264	3,264 3,264 3,2	3,264				
Long Term Disability	3,216	3,570 3,439 3,99	3,670				
Life Insurance	-0-	-00- 2,4	09 -0-				
Wisconsin Ret. System	86,984	98,988 95,365 107,96	100,083				
FICA	51,898	58,013 55,890 65,99	61,134				
TOTAL	\$ 935,574	\$ 1,037,085 \$ 1,001,517 \$ 1,154,8	71 \$ 1,073,758				
		<u>Increases - 35 FTE Teachers</u>					
Total Amount of Inc	reases	\$ 101,511 \$ 65,943 \$ 117,70	06 \$ 72,241				
Percentage Increase		10.85% 7.05% 11.3	7.21%				
Average Teacher Inc		\$ 2,900 \$ 1,884 \$ 3,36	55 \$ 2,064				