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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

In the Matter of the Petition of  WHITNALL AREA FEDERATION OF TEACHERS, LOCAL 3307, WFT, AFT, AFL-CIO  To Initiate Mediation-Arbitration Between Said Petitioner and  WHITNALL SCHOOL DISTRICT	Case No. 30 No. 37303 MED/ARB-3982 Decision No. 24385-A
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Appearances:

Mr. Steve Kowalsky, Staff Representative, Wisconsin Federation of Teachers, appearing on behalf of the Union.  
Quarles & Brady, Attorneys at Law, by Mr. Michael J. Spector, appearing on behalf of the Employer.

ARBITRATION AWARD:

On April 28, 1987, the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Whitnall Area Federation of Teachers, Local 3307, WFT, AFT, AFL-CIO, referred to herein as the Union, and Whitnall School District, referred to herein as the Employer, with respect to certain issues as set forth below. Pursuant to the statutory responsibilities, the undersigned conducted mediation proceedings with the Employer and the Union on June 26, 1987, in the District offices of the Employer. Mediation efforts failed to resolve the matters in dispute, and arbitration hearing was conducted at the District offices of the Employer on June 26, 1987, as well. During the arbitration proceedings, the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs were filed in the matter. Initial briefs were filed by both parties and the Employer filed a reply brief, however, the Union indicated it did not wish to file a reply brief. Final briefs were exchanged by the Arbitrator on August 18, 1987.

THE ISSUES:

In dispute between the parties are the salary schedules for the school years 1986-87 and 1987-88. The positions of the parties can be summarized as follows:

UNION POSITION:

1. 1986-87 - A base salary of \$17,755, and an across the board increase for step 0-12.5 of \$550, and steps 13-16 of \$450. (BA Year 0 = \$18,305)
2. For the year 1987-88, the Union proposes a base salary of \$17,755 and an across the board increase for steps 0-12.5 of \$2,375 and an across the board increase for steps 13-16 of \$2,275. (BA Year 0 = \$20,130)

EMPLOYER POSITION:

1. The Employer proposes for 1986-87 a base salary of \$17,637, with an across the board increase at step 0-12.5 of \$350, and an across the board increase for steps 13-16 of \$450. (BA Year 0 = \$17,987)

2. For 1987-88, the Employer proposes a base salary of \$17,637, with an across the board increase for step 0-12.5 of \$2,050 and for steps 13-16 of \$2,150. (BA Year 0 = \$19,697)

The foregoing proposals result in an average per teacher increase of \$1,896 (5.61%) for 1986-87, if the Union offer is adopted, and an average dollar increase per teacher of \$1,624 (4.81%) if the Employer offer is adopted for 1986-87. For 1987-88, the average teacher increase pursuant to the Union offer is \$2,036 (5.71%) and \$1,915 (5.41%) pursuant to the Employer offer.

It should be noted that the final offers of both parties maintain the basic salary structure index. Neither party's proposal changes that index. Both parties propose modifications to the base salaries, resulting in changes in numbers throughout the index. In addition to that, for 1986-87 the Employer proposes to continue the across the board increases that existed in the 1985-86 salary schedule, whereas, the Union proposes to improve the across the board increases for steps 0-12.5 from \$350 to \$550 for those steps.

#### DISCUSSION:

The Municipal Employment Relations Act at III.70 (4)(cm) 7 a through h directs the Arbitrator to consider certain criteria in arriving at his decision as to which party's final offer should be adopted in any dispute. Those criteria are:

- 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes 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 employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The parties at hearing, and in their briefs, have addressed evidence and argument to certain of the criteria. The Employer makes the following arguments with respect to the criteria.

1. The Board's offer provides teacher salaries competitive with those in the comparable districts.

- a. The Board's offer is consistent with staff distribution.
- b. The Board's offer decreases the differential between Whitnall and the average salaries of the comparables.
- c. The Board's offer maintains Whitnall's historic ranking among the comparable districts.
- d. The Board's offer generally provides higher percentage increases for 1987-88 at those benchmarks where Whitnall does not rank first.

2. The Board's offer guarantees that Whitnall teachers will receive salary and fringe benefit increases which exceed the increase in the cost of living.

- a. The Board's wage and benefit package exceeds increases in the Consumer Price Index.
  - b. Historical wage comparisons with the cost of living demonstrate that the salaries of Whitnall teachers have outpaced the rate of inflation.
3. The Board's final offer is more reasonable when compared to wages of other public and private sector employees in the Whitnall area and to relevant income data.

The Union argues as follows:

1. That in every comparable salary test the Union's offer is far more reasonable than the Board's, because:
  - a. It is superior at the benchmark comparisons;
  - b. It is superior at the pattern of settlement comparisons;
  - c. Both parties' offers reduce wage leadership position that the employees in this bargaining unit have enjoyed compared to the comparables; and
  - d. The Union's offer is more responsive to the middle of the schedule.
2. The Union further argues that the Union's total package of 5.87% is closer to the average total package increase for both primary and secondary districts, and, therefore, based on total compensation, the Union's offer should be found more reasonable.
3. That the average dollar increase per returning teacher, pursuant to the Union offer is closer to the average dollar increase among comparable school districts.
4. That the cost of living should be given minimal weight compared to the patterns of settlement since other districts have experienced the same cost of living influences as the instant District; further, that the cost of living has increased approximately at an annualized rate of 6% in the last four months, and finally, that the other districts undoubtedly would show the same results in comparing increases over a specified period of time as those shown in Employer Exhibit Nos. 74 through 77.

The parties have no dispute with respect to what constitutes the primary comparables. There is a minor discrepancy in the parties' positions with respect to the secondary comparables, however, because of the sufficiency of data with respect to 1986-87 settlements among the primary comparables, the undersigned is persuaded that he need not look beyond the primary comparables for the purpose of determining which party's final offer should be adopted here. The undersigned has reviewed all of the evidence, and notes that there is a sparsity of data available for 1987-88, and, therefore, concludes that he will be unable to make a determination of which party's final offer is preferred based on 1987-88 data. Consequently, whichever party's offer is adopted, based on an analyses of the 1986-87 data, that party's final offer will prevail for both years. The undersigned notes that the foregoing conclusions of the Arbitrator with respect to 1987-88 data squares with the evidentiary presentation of the parties, and the argument wherein the vast majority of the evidence and almost all of the argument was addressed to the 1986-87 school year.

#### THE PATTERNS OF SETTLEMENT

The final offers reveal that the offer of the Union establishes an average increase per returning teacher for the first year of the Contract of \$1,896 (5.61%) and \$2,036 (5.71%) in the second year of the Contract. The Employer offer generates an average increase per returning teacher of \$1,624 (4.81%), and in the second year \$1,915 (5.41%) average increase per returning teacher. The question, then, is whether the Union offer or the Employer offer more nearly conforms to the patterns of settlement which have occurred among the comparable school districts. The primary comparables are undisputed as being Franklin, Greendale, Greenfield, South Milwaukee, Cudahy, St. Francis and Oak Creek. Union Exhibit No. 13 establishes that the patterns of settlement for 1986-87 among the primary comparables average 6.9% and \$2,011 average increase per returning teacher. The 1986-87 increases range from a low of \$1,890 average increase per returning teacher at Greendale (5.8%) to a high of \$2,319 (8.4%) at St. Francis. The median 1986-87 settlement among the seven primary comparable districts is \$1,964 average increase per returning teacher (6.8%)

at Cudahy. All of the foregoing data is taken from Union Exhibit No. 13. This data clearly establishes that the Union proposal of \$1,896 average increase per returning teacher (5.6%) is comparable to the lowest settlement entered into among the primary comparables, at Greendale for 1986-87. Greendale settled for \$1,892 average per returning teacher, which calculates to 5.8%. Here, the Employer offer is a full \$272 lower than that of the Union, and .8% lower when considering the offer expressed as a percentage. Since the Union offer reflects almost an identical proposal with the lowest settlement among the comparables at Greendale; and because the Union offer is approximately \$100 less (1.2%) than the median settlement at Cudahy; and because the Union offer is \$115 (1.3%) less than the average settlement among the seven primary comparables districts; the undersigned concludes that the Union offer in this matter more nearly reflects the patterns of settlement that have been established for 1986-87 among the primary comparables.

With respect to 1987-88 school year, the only data presently available which is in evidence reflects a settlement at New Berlin which generates an average per returning teacher of \$2,670 (8.3%). It is obvious that one settlement among the primary comparables fails to establish sufficient data base on which to make an evaluation as to where the patterns of settlement will fall when all of the data is complete. The undersigned, therefore, must conclude that the patterns of settlement for 1986-87 will control, and that those patterns among comparable school districts favor the Union offer in this matter.

In addition to the foregoing, there is in evidence patterns of settlement among municipalities which are included within boundaries of the Employer's school district. Employer Exhibit No. 9 establishes that the municipalities of Hales Corners, Franklin and Greenfield lie either entirely or partially within the confines of the school district of the Employer. The entire municipality of Hales Corners lies within the district, whereas only small fractions of Franklin and Greenfield reside within the district of the Employer. Employer Exhibit No. 78 sets forth percentages of increase granted or either negotiated for municipal employes in the Village of Hales Corners and the cities of Greenfield and Franklin. Employer Exhibit No. 78 establishes that all employes of the Village of Hales Corners, Union and non-union, received a 4% increase for 1987. The same document establishes that employes of the City of Greenfield, both union and non-union, received increases of 3% for 1986, 4% for 1987 and 4% for 1988. Employer Exhibit No. 78 further establishes that in the City of Franklin organized clerical employes settled for 5%; organized police employes settled for 4%, and organized fire and public works employes settled for 3.75% for 1987. The patterns of settlement among municipal employes of the Village of Hales Corners, the City of Greenfield and the City of Franklin, then, are closer to the Employer offer of 4.8% than that of the Union of 5.6%. Consequently, the undersigned concludes that the patterns of settlement among those municipal employes which are included within the tax district of the Employer support the Employer offer.

From the foregoing, it is established that patterns of settlement among comparable school districts for teachers favor the Union, whereas, patterns of settlement among municipal employes of municipalities within the Employer school district are closer to the final offer of the Employer. Because of the dissimilarity of wage schedules generally for municipal employes in clerical, police, fire and public works compared to the salary schedules for teachers, the undersigned concludes that it is more appropriate to look to the patterns of settlement among comparable school districts than it is to look to the patterns of settlement among municipal employes generally. From the foregoing, then, the undersigned concludes that the patterns of settlement favor the final offer of the Union in this dispute.

#### WAGE COMPARISONS

The statutory criteria, at factor d, directs the Arbitrator to make a comparison of wages of employment of the municipal employes involved in the arbitration proceedings with the wages of employment of other employes performing similar services, and factor e directs those same comparisons generally in public employment in the same community and comparable communities. In making the comparisons under these statutory criteria, the undersigned will compare wage rates generated by the salary schedules proposed by the Union and the Employer compared to the wage rates generated by the salary schedules in force among the primary comparables; the rank

of the instant Employer at certain benchmark levels of the salary schedules compared to the same benchmarks among the primary comparables; and the wage leadership question which both parties acknowledge exists in the relationship between this Union and the instant Employer.

Turning first to the question of wage leadership, both parties acknowledge they have tempered their final offers by reason of the superior wages that are paid, particularly at the high end of the salary schedule for employes within the employ of this Employer, compared to the wage rates paid at the same points of the salary schedule among the comparables. A review of the evidence satisfies the undersigned that the evidence supports a conclusion that employes at the high end of the salary schedule in this school district have enjoyed a wage leadership position of substantial dimensions. The issue raised, then, by the wage leadership question is whether the Employer offer or the Union offer, both of which are lower than the patterns of settlement, is justified by reason of the wage leadership position which exists here. In order to answer that question, the undersigned will undertake to evaluate the impact of the final offers on rankings at the benchmark positions and actual salaries paid at various benchmark positions.

In order to make a comparison of the offers of the parties compared to the primary comparables, the undersigned has constructed Table 1 below from Employer Exhibit Nos. 24 through 31 and Union Exhibit Nos. 7 through 12.

TABLE 1

PRIMARY COMPARABLE SALARY COMPARISONS AT BENCHMARKS

	<u>BA Min</u>	<u>BA Step 7</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Step 10</u>	<u>* MA Max</u>	<u>* Sch. Max</u>
1985-86 Average Salary	16,045	21,498	28,843	18,272	27,002	33,286	35,711
Whitnall 85-86	17,300	21,792	26,299	19,149	27,847	35,825	38,707
1986-87 Average Salary	17,176	23,169	30,307	19,711	28,933	35,006	37,595
Board Offer 1986-87	17,987	22,261	27,347	20,192	28,587	37,259	40,257
Union Offer 1986-87	18,305	23,011	27,527	20,525	28,976	37,505	40,524
Rank-Board Offer 1986-87	4/8	6/8	8/8	4/8	5/8	1/8	1/8
Rank-Union Offer 1986-87	1/8	6/8	8/8	4/8	3/8	1/8	1/8
Rank-1985-86	1/8	4/8	8/8	1/8	3/8	1/8	1/8
FTES at each benchmark and lower in lane	0	6.41	11.47	0	1	10	56.029

\* includes longevity

The foregoing table makes the comparisons of the average salaries of the comparables for 1985-86 and 1986-87 in the first two horizontal columns. Those data are compared to the Whitnall salaries of 1985-86 and Whitnall salaries pursuant to the offer of each party for 1986-87. The table also shows the rankings at each of the benchmarks among the primary comparables, and finally, shows the number of full time equivalent teachers at each of the benchmarks or lower in the lane who could attain that salary pursuant to the scattergram found at Employer Exhibit No. 12. The table then establishes that the starting salary proposed by both parties would attain a ranking of first of eight. At the BA step 7 benchmark, it is established that the offers of the parties would regress in a ranking of six out of eight among the primary comparables, which would deteriorate from a standing of fourth out of eight in 1985-86 year. At the BA max, the final offers of the parties results in ranking of eighth out of eight, the same position which had been established among the primary comparables for 1985-86. At MA min the 1985-86 salary schedule established the Employer as first among the eight primary comparable school district, and the offer of either party in this matter would reduce that ranking to fourth out of eight.

At the MA step 10 the 1985-86 ranking is established at third out of eight among the primary comparables, and the Union offer for 1986-87 would retain that ranking, whereas, the Employer final offer would drop that ranking to fifth out of eight among the primary comparables. At the MA max with longevity and the schedule max with longevity, the salary schedule for 1985-86 established a ranking of one out of eight, and irrespective of which party's final offer is adopted, that ranking would be maintained. Thus, the adoption of either party's final offer would have the same impact with respect to relative rankings for 1986-87, as compared to 1985-86, with the exception of the MA step 10, wherein the Union final offer would maintain a ranking of third among the eight primary comparables and the Employer offer would drop the ranking to five out of eight. The impact of the difference of the MA step 10 ranking, however, is diminished significantly when looking at the scattergrams for 1986-87 placement which reveals that at MA step 10 and below there is only one teacher in the scattergram who is or will be affected by that reduction in rank. Consequently, from all of the foregoing, the undersigned concludes that the final offer of either party sufficiently maintains the rankings among the primary comparables so as to make either party's offer acceptable.

With respect to the actual dollars paid at the benchmarks, Table 1 reveals that at the BA minimum the salary schedule for 1985-86 was \$1,255 above the average for the seven primary comparable districts. The Employer offer, if accepted for 1986-87 would result in a salary schedule where the BA min is \$811 above the average of the seven primary comparable districts, and the Union offer would result in a BA min \$1,129 above the average of the seven primary comparable districts. At step 7, 1985-86 shows the instant Employer at plus \$294 and that if the Employer offer is adopted step 7 would be a minus \$908 compared to the average; and if the Union offer is adopted step 7 would be at a minus \$158 of the average. At BA max, 1985-86, the BA max with longevity was \$2,544 below the average of the seven primary comparable districts; if the Employer offer is adopted for 1986-87 the BA max will be a minus \$2,960 compared to the average; whereas, if the Union offer is adopted the BA max will be \$2,780 below the average. At the MA min, the 1985-86 salary schedule was \$877 above the average among the seven primary comparables; if the Employer offer is adopted for 1986-87 it will be \$481 above the MA min average; if the Union offer is adopted the schedule will be \$814 above the MA min. At step 10, the 1985-86 salary schedule was \$845 above the average of the seven primary comparable districts; if the Employer offer is adopted for 1986-87 it will be a minus \$346 of the average; if the Union offer is adopted it will be a plus \$43 above the average. At the MA max with longevity, the 1985-86 salary schedule was \$2,539 above the average salary among the seven primary comparable districts; if the Employer offer is adopted the salary schedule will be a plus \$2,253 compared to the average; if the Union offer is adopted the salary schedule will be \$2,499 above the average. Finally, at the schedule max, the 1985-86 salary schedule was \$2,996 above the schedule max; if the Employer offer is adopted for 1986-87 the schedule max will be \$2,662 above the average; if the Union offer is adopted it will be \$2,929 above the schedule max.

From the foregoing analysis, it is clear that the Union offer would nearly maintain the differential between the average at the MA max with longevity, at the schedule max with longevity, and at the MA minimum. There is slippage at the BA minimum, at the BA step 7, at the BA maximum, irrespective of which party's offer is adopted. That slippage, however, is not significant, in the view of the undersigned, by reason of the relatively few employees placed within those columns. The scattergrams of the Employer at Employer Exhibit No. 12 reveals that only 17.88 of the 113.659 full time equivalency teachers are placed where those benchmarks will have any impact upon employees of the District. The undersigned is persuaded, then, that the important comparisons reside at the MA max with longevity and at the schedule max with longevity. The Union has argued that its offer recognizes the need to temper its wage leadership position. The undersigned is of the opinion that the Union offer at the MA max and schedule max with longevity fails to carry out its announced mission, i.e., that it is proposing a more modest increase so as to reduce the leadership position which it has heretofore enjoyed. Specifically, the Union offer at the MA max with longevity comes within \$40 of maintaining the 1985-86 differential between the salary schedule it proposes and the average among the seven primary comparable districts at that benchmark. At the schedule max with longevity, the Union proposal would come within \$33 of maintaining the same relationship. It is the view of the undersigned that there is very little moderation of the

leadership position represented in the Union offer as it goes to these crucial positions on the salary schedule. The undersigned considers these positions on the schedule to be crucial because these are the lanes in which most of the employees within this unit are placed. 66.029 FTEs are placed at either the MA max or the schedule max. Thus, 58.09 percent of the teachers are at steps of the salary schedule where the Union offer results in very little moderation of the leadership position heretofore enjoyed.

Furthermore, the undersigned has compared the impact of the parties' final offers in this dispute as it relates to the leadership position the instant Employer enjoys compared to the next ranking district among the seven primary comparables. Employer Exhibit No. 31 establishes that the second ranking district at the schedule maximum among the seven primary comparable districts is the School District of Greendale. In 1985-86 Greendale's maximum salary inclusive of longevity was \$38,043. Whitnall's salary for that same year was \$38,707. Thus, Whitnall teachers at the schedule max inclusive of longevity, where applicable, were paid \$664 higher than the next leading school district among the primary comparables. Here, Greendale settled in 1986-87 for an increase at the schedule maximum, inclusive of longevity, for an average increase per returning teacher of \$1,445, a 3.8% increase. Union offer here would result in an increase to the teachers at the schedule max of \$1,817, and establish a schedule maximum salary of \$40,524. The foregoing would result in widening the leadership position over Greendale to \$1,036, since Greendale's maximum salary for 1986-87 is established at \$39,488. By way of contrast, if the Employer offer is adopted here, a salary schedule maximum of \$40,257 would be established, which would widen the maximum salary differential over Greendale, the second leading district at that benchmark to \$769. Therefore, when making a comparison as to wage leadership, recognizing that the majority of teachers in this District reside at the salary schedule maximum, it follows that the Employer offer is preferred when considering wage leadership and salary comparisons, particularly at the salary maximum and the MA max features of the schedule.

All of the foregoing is buttressed when recognizing that the salary schedule in the instant district terminates with the lane of MA plus 20 credits. Among the comparable districts, the maximum vertical lane ranges from MA plus 30 credits to PHD at Cudahy. Thus, teachers in this district arrive at the maximum salary schedule with 10 less credits than any other district among the seven primary comparables. For all of the foregoing reasons, then, these comparisons favor the Employer final offer.

#### THE COST OF LIVING

Employer Exhibit Nos. 68 through 73 furnish cost of living data for the years 1983 through January, 1987, both for the Urban Consumer Index for Milwaukee area; the Urban Wage Earners and Clerical Workers Index for Milwaukee area; the Urban Wage Earners and Clerical Workers U. S. City Average; and the all Urban Consumers Index U.S. City Average. Additionally, the Employer has supplied in Exhibit No. 74 through 77 data reflecting how seven teachers at various positions on the salary schedule fared from 1977-78 school year through the 1986-87 school year in relationship to the Consumer Price Index increases.

The Consumer Price Index increases for the years immediately at issue here are less than the percentage increase offered by the Employer, and, therefore, obviously less than the Union final offer. Therefore, it is unequivocally established that the cost of living criteria supports the adequacy of the Employer final offer in this dispute.

Furthermore, Employer Exhibit Nos. 74 through 77 establish that wage increases for teachers have exceeded cost of living increases for the periods 1977-78 through 1986-87. Therefore, there can be no persuasive argument made that teachers in this district have fallen behind cost of living increases since at least the 1977-78 school year.

The Union argues that the patterns of settlement in comparable school districts should be the controlling criteria, and the cost of living criteria should be given little weight, because all of the primary and secondary comparables are in the same geographic area which have experienced the same cost of living increases as the

instant school district. The undersigned has long been sympathetic to the argument presently advanced by the Union, and has so expressed that position in prior arbitration awards.

The Union has further argued that in the four months since December, 1986, the annualized rate of inflation as expressed in the CPI has risen at approximately a rate of 6%. The Union then argues that this may be a signal to the end of inflation stability. The Union may be right in its speculation, however, the comment that the "dramatic rise may be a signal to the end of inflation stability" is merely speculative, and is not persuasive evidence in this matter. Consequently, that argument is rejected by the Arbitrator.

Finally, the Union suggests that wage progressions found at Employer Exhibit Nos. 74 through 77 compared to the cost of living increases are undoubtedly no different than comparable districts experienced if measured in the same vein. The Union concedes there is no evidence in this record to support that argument. Therefore, the undersigned rejects the foregoing argument of the Union.

In summary, then, the cost of living criteria favors the Employer offer in this matter, however, the weight of comparisons of salaries, rankings and patterns of settlement carry more weight than the cost of living criteria, in the opinion of the undersigned.

#### TOTAL COMPENSATION

The Employer makes no argument with respect to the criteria of total compensation in its brief, however, there is in the record Employer Exhibit No. 13 which indicates total package increases among the primary comparables, as well as the total package increases pursuant to each party's offer in this dispute for both years. There is also in the record Employer Exhibit Nos. 15 and 16 setting forth the percentage of contribution per fringe benefits supplied by the Employer in this dispute as compared to the fringe benefits among both the primary and secondary comparables. The Union argues that Employer Exhibit No. 13 supports its position, because its total package increase is closer to the average of the primary total package increases than that of the Employer. The undersigned has already dealt with this subject in dealing with the percentage of increase for wages only as a pattern of settlement. The relative difference between the parties' proposed increases, both as dollars and percentages, in relationship to the average of the primary districts, is approximately the same whether wages only or package increases are considered. Consequently, any reliance the Union has placed on Employer Exhibit No. 13 to support its position that total compensation favors its position is misplaced.

The undersigned has reviewed the data contained within Employer Exhibit No. 15 which sets forth the percentage of contributions made in the instant school district for health insurance, dental insurance, life insurance, LTD and WRS employer's share compared to those same contributions made among the primary comparable districts. The undersigned has reviewed all that data, and notes that among the primary comparables, this Employer's contributions for these benefits are at the same level as the primary comparables, except for Cudahy, who contributes 90% for dental insurance, life insurance and LTD, and for South Milwaukee which does not have LTD. From all of the foregoing, then, the undersigned is satisfied that total compensation factor is not supportive of either party's final offer.

#### COMPARISON TO OTHER PUBLIC AND PRIVATE SECTOR EMPLOYEES IN THE WHITNALL AREA AND TO RELEVANT INCOME DATA

The undersigned, in a previous section of this Award, has already dealt with the recent settlements among other public employes in the immediate area of the Whitnall School District. Therefore, no further discussion with respect to that is necessary under this heading. The Employer argues that the private sector bargaining experience is even more dramatic, and that the U. S. Department of Labor Bureau of Statistics reported that through the first three months of 1987 the average wage increase was .9% for the first contract year and .17% annually over the life of the contract. The foregoing data is unpersuasive to the undersigned for several reasons. First of all, there is nothing in the data to show what other concessions



may have been made by the employers with respect to items such as job security in return for wage concessions on the part of the unions. Furthermore, the undersigned notes from Employer Exhibit No. 85E that in non-manufacturing settings, a setting more comparable to this Employer's operation, there were 100 settlements. Of those 100 settlements, 77 wage increases were negotiated, 18 settlements occurred without a wage change, and 5 settlements occurred with wage decreases. The mean adjustment among those 100 settlements was 2.6% and the median adjustment was 3.5%. Furthermore, 34 of those non-manufacturing settlements occurred in a range of 2 to 4%, and 36 of those settlements occurred in a range of 4 to 6%, and 4 settlements occurred in a range of 6% and over. Thus, when considering the non-manufacturing settlements, the private sector generally settled in a range comparable to the final offers of the parties to this dispute. Nonetheless, because these are national statistics, the undersigned is not satisfied that any of the foregoing data is relevant, because there is no showing in the record that any of these private sector settlements were from comparable communities.

The Employer has further argued the fact that the average income of Whitnall residents is more than \$6,000 less than the average teacher salary in the district. The Employer then argues that the average teacher salary of \$35,408 under the Employer proposal suggests that there is no reason to believe there will be a substantial change in these differentials. The undersigned has considered the foregoing argument of the Employer, and rejects it because there is insufficient evidence in this record to establish any relationships of the average income among residents of the district compared to average teacher salaries.

Based on the foregoing discussion, the undersigned concludes that private sector settlements and the relationship of teacher average salaries in the district to community average salaries are unpersuasive.

#### SUMMARY AND CONCLUSIONS:

The undersigned has concluded that patterns of settlement support the Union final offer; that the rankings of the benchmark and the comparison of salaries to salaries support the Employer final offer; that the criteria of the cost of living supports the Employer final offer; and that the criteria of total compensation and the Employer argument with respect to private sector settlements and comparisons of average teacher income in this district to average income for the community at large are unpersuasive; it remains to be determined, which of the foregoing criteria should take primacy in order to determine which of the final offers should be adopted. After careful deliberation, the undersigned concludes that the Employer offer should be adopted in this matter.

The fact that the Union offer almost maintains the amount of wage leadership differential in terms of annual dollars at the MA maximum and the schedule maximum, which existed in the preceding year, persuades the undersigned that the Union offer should be rejected and the Employer offer should be adopted. The Union has argued at page 6 of its brief that: "It (its offer) maintains Whitnall's wage leadership position while at the same time allowing comparable districts to experience some 'catch-up'." At the MA max, the 1986-87 salaries here would be reduced by only \$40 compared to the relationship to the average 1985-86 salaries among the primary comparables, and at schedule max the reduction under the Union offer for 1986-87 would be \$67 annually, compared to 1985-86. The amount of catch-up which the Union offer would permit among the primary comparable districts at a spot in the salary schedule affecting over 66 full time equivalent teachers is negligible in the opinion of the undersigned. Furthermore, as discussed in a preceding section of this Award, the fact that the Union offer would actually widen the wage leadership position with respect to the next highest paid district of Greendale at the schedule maximum with longevity, further supports the conclusion that the Employer offer should be adopted. If the Union offer were adopted, the increase over Greendale at the schedule maximum would actually be increased by \$372 compared to 1985-86. For the foregoing reasons, the undersigned concludes that the Employer offer should be adopted in this matter and will so order.

Therefore, based on the record in its entirety, and the discussion set forth above, after considering all of the arguments of the parties, and the statutory criteria at 111.70 (4) (cm) 7, the undersigned makes the following: