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In the Matter of Arbitration : AUG 23 1988  
Between : WISCONSIN EMPLOYMENT  
NEW GLARUS EDUCATION ASSOCIATION : RELATIONS COMMISSION  
and : AWARD  
NEW GLARUS SCHOOL DISTRICT : Decision No. 25306-A  
WERC CASE 10 No. 40254 INT/ARB-4823 :

I. NATURE OF THE PROCEEDING. This is a matter of final and binding interest arbitration between the New Glarus Education Association and the New Glarus School District. The Association on February 24, 1988, filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the New Glarus School District in collective bargaining. The Association asked the Commission to initiate arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act. The Commission investigated through a staff member, Sharon Gallagher Dobish. After her report that the parties were deadlocked, the Commission found the parties at impasse without having mutually agreed upon procedures for resolution of the impasse. The Commission concluded that the parties substantially complied with procedures in Section 111.70 (4) (cm) of the Act, that an impasse existed within the meaning of Section 111.70 (4) (cm) 6 of the Act, that conditions precedent to initiation of arbitration as required by that section of the Act existed, and ordered final and binding arbitration on March 29, 1988. The parties having selected Frank P. Zeidler, Milwaukee, as arbitrator, the Commission appointed him on April 25, 1988.

II. HEARING. A hearing in the above entitled matter was held on June 27, 1988, at the School District office in New Glarus. The parties were given full opportunity to give testimony, present evidence and make arguments. Briefs were exchanged through the arbitrator on July 27, 1988. The District elected not to add a Reply Brief to its Brief. The Association provided a short Reply Brief on August 11, 1988.

III. APPEARANCES.

KENNETH PFILE, Executive Director for South West Teachers  
United, appeared for the Association.

DAVID R. FRIEDMAN, Attorney at Law, appeared for the District.

IV. THE OFFERS.

A. Association Offer:

NEW GLARUS 1987-88

~~16700~~ Base  
16690

SALARY SCHEDULE  
EXTRA-CURRICULAR/EXTRA DUTIES

Head Football - R	\$1,465	Head Volleyball - G
Assistant & JV Football - B	\$1,050	Assistant & JV Volleyball
- G		
Head Basketball - B	\$1,465	Head Basketball - G
Assistant & JV Basketball - B	\$1,050	Assistant & JV Basketball
- G		
Baseball - B	\$1,050	Softball - G
Jr. High Basketball - R	\$825	Jr. High Basketball - G
Drivers' Education	\$10.50/hr.	
Yearbook	\$565	
Cheerleading and Pep Club	\$395	
Old Guard	\$450	
Forensics	\$450	
<del>AFS</del>	<del>\$450</del>	
<del>ERLA</del>	<del>\$450</del>	
<del>HERO</del>	<del>\$450</del>	
<del>Student Council Advisor</del>	<del>\$450</del>	
<del>K.P. Coordinator</del>	<del>\$565</del>	
<del>Pep Band Advisor</del>	<del>\$395</del>	
Dances	\$15.00	
Bus Chaperone	\$15.00	
Scorekeeper	\$15.00	
Clock	\$15.00	
Ticket/Supervision	\$15.00	
Announcer (Football)	\$15.00	

WRS  
District pays <sup>upto</sup> 6% on \$1838 (S.Q.)

Insurance

Single	\$89.42
Family	<del>\$231.96</del> \$228.96

v Glarus Salary Schedule Base of 16690

STEP	INDEX	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
		1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24
0	1.00	16690	17191	17691	18192	18693	19194	19694	20195	20696
1	1.04	17358	17878	18399	18920	19441	19961	20482	21003	21523
2	1.08	18025	18566	19107	19647	20188	20729	21270	21810	22351
3	1.12	18693	19254	19814	20375	20936	21497	22058	22618	23179
4	1.16	19360	19941	20522	21103	21684	22264	22845	23426	24007
5	1.20	20028	20629	21230	21831	22431	23032	23633	24234	24835
6	1.24	20696	21316	21937	22558	23179	23800	24421	25042	25663
7	1.28	21363	22004	22645	23286	23927	24568	25209	25849	26490
8	1.32	22031	22692	23353	24014	24674	25335	25996	26657	27318
9	1.36	22698	23379	24060	24741	25422	26103	26784	27465	28146
10	1.40	23366	24067	24768	25469	26170	26871	27572	28273	28974
11	1.44	24034	24755	25476	26197	26918	27639	28360	29081	29802
12	1.48						28406	29147	29888	30629

ial Offer - March 22, 1988

ule Base of 16400

BA+6 1.03	BA+12 1.06	BA+18 1.09	BA+24 1.12	MA 1.15	MA+6 1.18	MA+12 1.21	MA+18 1.24
16892	17384	17876	18368	18860	19352	19844	20336
17568	18079	18591	19103	19614	20126	20638	21149
18243	18775	19306	19837	20369	20900	21432	21963
18919	19470	20021	20572	21123	21674	22225	22776
19595	20165	20736	21307	21878	22448	23019	23590
20270	20861	21451	22042	22632	23222	23813	24403
20946	21556	22166	22776	23386	23996	24607	25217
21622	22252	22881	23511	24141	24771	25400	26030
22297	22947	23596	24246	24895	25545	26194	26844
22973	23642	24311	24980	25650	26319	26988	27657
23649	24338	25026	25715	26404	27093	27782	28470
24324	25033	25741	26450	27158	27867	28575	29284
				27913	28641	29369	30097

NEW GLARUS 1987-88  
16400 Base

SALARY SCHEDULE  
EXTRA-CURRICULAR/EXTRA DUTIES

Head Football - B	\$1,400.	Head Volleyball - G	
Ass't. & JV Football - B	\$1,000.	Ass't. & JV Volleyball - G	
Head Basketball - B	\$1,400.	Head Basketball - G	
Ass't. & JV Basketball - B	\$1,000.	Ass't. & JV Basketball - G	
Baseball - B	\$1,000.	Softball - G	
Jr. High Basketball - B	\$800.	Jr. High Basketball - G	
Driver's Education	\$10.00/hr.		
Yearbook	\$550.	Dances	\$15.00
Cheerleading & Pep Club	\$390.	Bus Chaperone	\$15.00
Old Guard	\$440.	Scorekeeper	\$15.00
Forensics	\$440.	Clock	\$15.00
		Ticket/Supervision	\$15.00
		Announcer (Football)	\$15.00

WRS -

Board pays up to 6% or \$1806 whichever comes first.

Insurance -

Board pays  
\$89.42 single  
\$228.96 family

New Glarus School Board

New Glarus Education Assoc.

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V. FACTORS TO BE CONSIDERED BY THE ARBITRATOR. The following factors in considering the offers are to be weighed by the arbitrator under Section 111.70 (4) (cm) 7 of the Statutes:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

"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.

"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 private employment."

VI. LAWFUL AUTHORITY. There is no question here of the lawful authority of the District to meet either offer.

VII. STIPULATIONS. The parties have stipulated to all other matters between them.

VIII. WAGES. There are two issues in the matter here, the 1987-88 salary schedule, and the 1987-88 extra-curricular/extra-duty schedule. No change in the salary structure is proposed by either party. The following table shows comparisons of offers.

TABLE I  
COMPARISON OF SALARY OFFERS, 1987-88

	<u>Association</u>	<u>District</u>
Base Salary	16,690	16,400
Base Salary Increase	1,090	800
Average Increase over 1986-87/member	1,896	1,456
% Increase on 1986-87 staff moved forward	8.14	6.26
Average Increase of Actual 1987-88 Staff	1,651	1,218
% Increase Actual 1987-88 Staff	7.09	5.23

Comparison of offers for extra-curricular salary can be found in Section IV, A and B above, and will not be repeated here. The differences in this schedule amount to \$395 higher for the Association not counting a raise from \$10.00 to \$10.50 for drivers' education.

The issues here are re-openers permitted under Article I of an existing agreement of 1985-1988 which expired on June 30, 1988.

IX. COMPARABLE DISTRICTS. The parties have a common list of comparable districts, those in the State Line League Schools. The list of these schools and selected characteristics is given in the following table taken from District exhibits.

TABLE II

A.

SELECTED CHARACTERISTICS OF STATE LINE LEAGUE

<u>District</u>	<u>Pupils</u>	<u>FTE</u>	<u>\$ Cost/ Member</u>	<u>Primary Levy Rate</u>	<u>Equalized Value/ \$000,000</u>	<u>Teacher/Pupil Ratio</u>
Albany	465	32.20	3,238	11.23	56.0	1-14
Argyle	347	26.30	3,860	13.39	48.0	1-13.2
Barneveld	283	26.65	3,860	13.39	40.5	1-11.0
Belleville	632	41.40	3,663	12.71	88.9	1-15.3
Black Hawk	679	41.32	3,414	11.84	77.1	1-16.4
Juda	270	33.78	3,860	13.39	37.9	1-8.0
Monticello	452	30.80	3,726	12.93	56.8	1-14.7
New Glarus	606	35.45	3,290	11.41	80.6	1-17.1
Pecatonica	494	33.70	3,364	11.67	60.2	1-14.7

TABLE II - continued

B.

TOTAL LEVY AS REPORTED BY THE ASSOCIATION

<u>District</u>	<u>Total Levy</u>
Albany	11.14
Argyle	13.49
Barneveld	14.43
Belleville	12.36
Black Hawk	11.82
Juda	18.47
Monticello	14.30
New Glarus	11.03
Pecatonica	12.25

X. COMPARISON OF WAGES AMONG COMPARABLE DISTRICTS. The Association presented exhibits of the rank of New Glarus among comparison districts at certain benchmarks. The following table is an abstract of these exhibits.

TABLE III

RANK OF NEW GLARUS AMONG COMPARATIVE DISTRICTS  
AT SELECTED BENCH MARKS, 1985-86, 1986-87, 1987-88

<u>Bench Mark</u>	<u>Rank Among 9 Districts</u>		<u>Rank Among 6 Settled Districts</u>		
	<u>1985-86</u>	<u>1986-87</u>	<u>1986-87</u>	<u>1987-88</u>	
				<u>Assn.</u>	<u>Dist.</u>
BA Min.	1	4	4	3	4
BA 7th	2	4	4	3	4
BA Max.	2	3	2	2	2
MA Min.	2	2	2	2	2
MA 10	2	2	2	2	2
MA Max	2	2	2	2	2
Sched. Max.	1	1	1	1	1

The Association also presented exhibits showing average dollar increase for teachers in the comparison group from 1985-86 and the average percentage increase, and the ranking of New Glarus. An abstraction from these exhibits is shown in the following table.

TABLE IV

RANK OF NEW GLARUS IN DOLLAR AND PERCENTAGE INCREASE FOR THE  
AVERAGE TEACHER IN 9 COMPARABLE DISTRICTS FOR 1985-86 TO 1986-87  
AND COMPARISON TO AVERAGE INCREASES EXCLUSIVE OF NEW GLARUS

<u>Bench Mark</u>	<u>\$ Inc.</u>	<u>Rank</u>	<u>% Inc.</u>	<u>Rank</u>	<u>Average 8 Dist.</u>		<u>N.G. Status</u>	
					<u>\$ Inc.</u>	<u>% Inc.</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
BA Min.	800	6	5.41	7	887	6.09	- 87	-0.68
BA 7th	992	7	5.41	7	1,194	6.69	-202	-1.28
BA Max.	1,152	6	5.41	7	1,359	7.02	-207	-1.61
MA Min.	920	5	5.41	5	939	5.76	- 19	-0.35
MA 10th	1,251	7	5.40	8	1,534	7.15	-284	-1.75
MA Max.	1,361	7	5.40	8	1,790	7.65	-429	-2.25
Sched. Max.	2,782	2	10.76	2	2,135	8.86	+647	+1.90



The Association presented exhibits showing dollar and percent increases for six districts for 1986-87, 1987-88. An abstraction from these exhibits is shown in the following table:

TABLE V

RANK OF NEW GLARUS IN DOLLAR AND PERCENTAGE INCREASE  
FOR THE AVERAGE TEACHER IN 6 COMPARABLE DISTRICTS  
FOR 1986-87 TO 1987-88 AND COMPARISON TO AVERAGE  
INCREASES EXCLUSIVE OF NEW GLARUS

A. Bench Mark	Assn.				District			
	\$ Inc.	Rank	% Inc.	Rank	\$ Inc.	Rank	% Inc.	Rank
BA Min.	1,090	3	6.99	3	800	4	5.13	4
BA 7th	1,352	3	6.99	3	992	4	5.13	4
BA Max.	1,570	2	6.99	3	1,152	4	5.13	4
MA Min.	1,254	2	6.99	2	920	3	5.13	4
MA 10th	1,705	2	6.99	2	1,252	3	5.13	4
MA Max.	1,855	2	6.99	2	1,362	4	5.13	4
Sched. Max.	2,000	1	6.99	2	1,488	4	5.13	3

  

B. Bench Mark	Average 5 Districts		New Glarus Status			
	\$ Inc.	% Inc.	Assn.		District	
	\$ Inc.	% Inc.	\$ Inc.	% Inc.	\$ Inc.	% Inc.
BA Min.	944	6.09	+146	+0.90	-144	-0.96
BA 7th	1,147	5.93	+205	+1.06	-155	-0.80
BA Max.	1,237	5.84	+333	+1.15	- 85	-0.71
MA Min.	997	5.77	+257	+1.12	- 77	-0.64
MA 10th	1,705	5.58	+400	+1.41	- 53	-0.45
MA Max.	1,415	5.50	+440	+1.49	- 53	-0.37
Sched. Max.	1,433	5.38	+567	+1.61	+ 35	-0.25

The Association made similar comparisons of changes in salaries from the period of 1985 to 1987 among five settled districts and the offers in New Glarus. The following table is an abstraction from the exhibits.

TABLE VI

DOLLAR AND PERCENTAGE INCREASES OF NEW GLARUS OFFERS  
1985-86 TO 1987-88 AND NEW GLARUS RANK IN 6 DISTRICTS

Bench Mark	Assn.				District			
	\$ Inc.	Rank	% Inc.	Rank	\$ Inc.	Rank	% Inc.	Rank
BA Min.	1,890	3	12.77	3	1,600	4	10.81	5
BA 7th	2,344	4	12.77	4	1,984	5	10.81	5
BA Max.	2,722	3	12.77	4	2,304	5	10.81	5
MA Min.	2,174	3	12.77	3	1,804	4	10.81	4
MA 10th	2,956	4	12.77	4	2,503	5	10.81	5
MA Max.	3,216	4	12.77	4	2,723	5	10.81	5
Sched. Max.	4,782	2	18.50	2	4,250	2	16.44	2

The Association in the exhibits showing changes in salaries in the six comparable districts for 1985-86 to 1987-88 also supplied comparison information on the relationship of New Glarus increases to the average changes which occurred among the five other comparable districts which have settled for 1987-88. The next table is an abstract of these data:

TABLE VII

STATUS OF NEW GLARUS OFFERS IN RELATION TO  
AVERAGE OF SALARY DOLLAR AND PERCENTAGE INCREASES  
1985-86 TO 1987-88

Bench Mark	Average 5 Districts		New Glarus Status			
			Assn.		District	
	\$ Inc.	% Inc.	\$ Inc.	% Inc.	\$ Inc.	% Inc.
BA Min.	1,856	12.76	+ 34	0.01	- 256	- 1.95
BA 7th	2,428	13.59	- 84	- 0.82	- 444	- 2.78
BA Max.	2,729	14.03	- 7	- 1.26	- 425	- 3.22
MA Min.	1,953	12.00	+ 221	+ 0.77	- 113	- 1.19
MA 10th	2,864	13.33	+ 92	- 0.56	- 361	- 2.52
MA Max.	3,261	13.89	+ 45	- 1.12	- 538	- 3.08
Sched. Max.	3,669	15.18	+1,113	+ 3.32	+ 581	+ 1.26

The Association also presented data comparing the ranking of New Glarus salaries at selected bench marks for the years of 1985-86, 1986-87, and 1987-88 as a percentage of the highest paid salary at the bench mark for the comparable districts. This table is an abstraction from those exhibits.

TABLE VIII

RANK OF NEW GLARUS SALARIES AT SELECTED BENCH  
MARKS IN PERCENTAGES WHERE TOP SALARY IS 100 PERCENT

Bench Mark	9 Districts				6 Districts 1987-88			
	1985-86		1986-87		Assn.		District	
	%	Rank	%	Rank	%	Rank	%	Rank
BA Min.	100.00	1	98.52	4	98.18	3	96.47	4
BA 7th	94.86	2	94.36	4	94.04	3	92.41	5
BA Max.	97.96	2	98.52	3	98.18	2	96.47	2
MA Min.	99.54	2	99.01	2	98.68	2	96.97	2
MA 10	98.30	2	97.78	2	97.45	2	95.76	2
MA Max.	99.80	2	97.84	2	97.95	2	96.25	2
Sched. Max.	100.00	1	100.00	1	100.00	1	98.26*	1

\*As compared to Assn. offer, rank is nevertheless first among six.

District exhibits provided the same information on dollar costs for bench marks in 1987-88 as did the Association. In addition they provided information on fringe and other costs with percentage increases of packages. The following table carries an abstract of the information:

TABLE IX

PERCENTAGE PACKAGE INCREASES, 1986-87 AND 1987-88

<u>District</u>	<u>1986-87</u>	<u>1987-88</u>
Albany	6.87	
Argyle	9.48	
Barneveld	13.71	5.75
Belleville	8.81	8.97
Black Hawk	6.70	8.42
Juda	-	
Monticello	7.79*	8.11
Pecatonica	7.05	7.31
New Glarus	6.28	
Assn.		8.25
Dist.		6.49

\* No extra duty pay included.

The District provided information on bench marks from which the following information is derived:

TABLE X

AVERAGE SALARIES AND INCREASES OVER 1986-87  
OF 5 SETTLED DISTRICTS,  
NEW GLARUS OFFERS AND INCREASES OVER 1986-87

<u>Bench Mark</u>	<u>5 Districts</u>			<u>Assn. Offer</u>		<u>Dist. Offer</u>	
	<u>Aver. Salary</u>	<u>Aver. Inc.</u>	<u>Median Inc.</u>	<u>Salary</u>	<u>Inc.</u>	<u>Salary</u>	<u>Inc.</u>
BA Min.	16,384	944	903	16,690	1,090	16,900	800
BA Max.	22,258	1,251	1,228	24,034	1,570	23,616	1,152
MA Min.	18,201	997	903	19,194	1,254	18,860	920
MA Max.	26,975	1,415	1,373	28,406	1,855	27,913	1,362
Sched. Max.	28,111	1,433	1,373	30,629	2,000	30,097	1,468

Settlement lengths of contracts can be summarized as follows:

<u>1987-88</u>	<u>1986-88</u>	<u>1987-89</u>	<u>Not Settled</u>
Black Hawk	Barneveld	Belleville	Albany
Monticello	Pecatonica		Argyle
New Glarus			Juda
(Re-opener)			

Association Position on Wages Summarized. The Association notes that the factual substance of the salaries reported is not in dispute. It notes, however that in a report on Monticello the report did not include a longevity payment of \$500 to 13. The Association argues that in this case it should be included in costing the Monticello settlement as this is clearly a payment of salary.

The Association contends that its offer more nearly maintains New Glarus' historical wage position among comparables. New Glarus has been a wage leader looking at 1985-86 bench marks. With 606 students it is 3rd largest and it is 3rd with FTE teachers at 35.45. New Glarus teachers have the highest ratio of pupils per teacher at 1-17.1, which is 3.4 students more per teacher.

The Association says the 1986-87 settlement was drastically below the average of comparable districts in the Bachelor degree range where in the 1986-87 staff distribution 25.19 of 39.788 FTE were placed. 59.7% of the 1986-87 salary cost was in this range.

The Association says that the 1986-87 salary rankings were maintained at the Master's position but there were dollar drops in relation to the averages at each of the MA bench marks.

The increase in the Scheduled Maximum is due to the addition of MA+12 and MA+18 lanes, but only two employees were in the MA+12 lane and none in the MA+18 lanes.

The Association notes that New Glarus at six of the seven bench marks in 1986-87 was below the average of the comparable districts, the Scheduled Maximum being the exception for reasons of lane additions. The Association notes that the differences between New Glarus and the comparable district averages increases in the higher steps and to the disadvantage of New Glarus teachers.

The Association in its Brief provided a Table 2 in which it listed average dollar salary and package increases for seven districts, Juda excluded, and made comparisons with the New Glarus settlement in 1986-87. The following table summarizes this Association table.

TABLE XI

COMPARISON OF STATE LINE LEAGUE SETTLEMENTS  
1986-87 WITH NEW GLARUS SETTLEMENT

	<u>Salary</u> <u>\$ Inc./FTE</u>	<u>Package</u> <u>\$ Inc./FTE</u>	<u>Salary</u> <u>% Inc.</u>	<u>Package</u> <u>% Inc.</u>
Average				
7 Districts	1,739	2,238	8.77	8.63
New Glarus	1,260	1,596	6.41	6.28
New Glarus Difference	- 479	- 642	-2.36	-2.35

The Association argues that this shows New Glarus was far below the Conference average.

The Association argues that it is necessary and proper to consider two-year wage increases here, and cites arbitral authority to this effect. The Association noting the findings of exhibits on two-year changes points to the fact that the District's two-year average for 1985-86 to 1987-88 is below average in increases and percentages except at Scheduled Maximum. It is necessary to point this out, because otherwise the Association's offer would appear higher than necessary for 1987-88.

The Association argues that the District offer erodes the New Glarus position among comparables. Its Table 3 in its Brief is identical with Table III in this report. The Association observes that both parties allow some deterioration at BA Minimum and BA 7 and both improve the position at BA Maximum. The Association argues, however, that where ranking is similar, then the offer to be preferred is that which more closely maintains previous position. The offer which results in greater deterioration is not the more reasonable one and the Association cites arbitral authority to this effect.

The Association developed a table comparing average bench mark salaries as compared with New Glarus from 1985-86 to 1987-88. The following table is an abstraction from this table, with some critical aspects of the table as far as the Association arguments are concerned reflected in the abstraction.

TABLE XII

DIFFERENCES OF NEW GLARUS SALARY FROM AVERAGE  
STATE LINE LEAGUE SALARIES AT BENCHMARK

<u>'85-86</u>	<u>BA Min.</u>	<u>BA 7</u>	<u>BA Max.</u>	<u>MA Min.</u>	<u>MA 10</u>	<u>MA Max.</u>	<u>Sched. Max.</u>
\$ Difference	+232	+366	+1,651	+676	+1,394	+1,357	+1,347
% Difference	+1.6	+2.0	+ 8.4	+4.1	+ 6.4	+ 5.7	+ 5.5
<u>'86-87</u>							
\$ Difference	+145	+165	+1,443	+658	+1,111	+ 928	+1,995
% Difference	+0.9	+0.9	+ 6.9	+3.8	+ 4.8	+ 3.6	+ 7.5
<u>'87-88</u>							
Assn. Offer							
\$ Difference	+306	+378	+1,790	+993	+1,636	+1,431	+ 258
% Difference	+1.9	+1.9	+ 8.0	+5.5	+ 6.7	+ 5.3	+ 9.0
Dist. Offer							
\$ Difference	+ 16	+ 18	+1,372	+659	+1,183	+ 938	+1,986
% Difference	+0.09	+0.09	+ 6.2	+3.6	+ 4.8	+ 3.5	+ 7.1

The Association contends that these data show that the District offer would erode the position of New Glarus not only from 1985-86 but also from 1986-87. The Association argues that for most bench marks its offer would regain the previous position of New Glarus, or gain only slightly. The Association again notes the figures at the Scheduled Maximum, that the rise is due to the compounding effect of two new salary lanes and further there are no employees at the Scheduled Maximum. The Association contends that the data clearly shows that at five of the seven bench marks the Association offer better maintains the 1985-86 position and at six of seven bench marks the District offer would further erode the percentage variance from 1986-87 position and would erode the dollar variance at four of seven bench marks.

The Association also argues that its exhibits on "Per Cent of the Best" show that the deteriorating effect of the District's offer can be seen in every bench mark except the Scheduled Maximum. The Association states that its own offer under "Per Cent of the Best" comparisons also produce an erosion but not as great. This type of comparison, according to the Association, has arbitral support.

The Association argues that average dollar and percentage per teacher increases favors the Association proposal when the five settled districts are considered. The Association produced a Table 6 in its Brief on dollar and percentage increases of five districts as compared to the New Glarus offers. The following table abstracts some of the information:

TABLE XIII

DIFFERENCES BETWEEN NEW GLARUS OFFERS AND 5 SETTLED DISTRICTS  
IN AVERAGE DOLLAR AND PERCENTAGES INCREASES  
PER TEACHER IN FIVE DISTRICTS

<u>District</u>	<u>Salary \$</u>	<u>Salary %</u>	<u>Package \$</u>	<u>Package %</u>
Average				
5 Districts	1,585	7.45	2,122	7.69
Assn.	1,896	8.14	2,478	8.25
Difference	+ 311	+0.69	+ 356	+0.56
District	1,458	6.26	1,948	6.49
Difference	- 127	-1.19	- 174	-1.20

The Association, noting that the District offer seems preferable when dollar increases are compared, and the Association offer when percentages are compared, says that this information is inconclusive. However it argues that when the Association offer is compared to settlements in Black Hawk and Monticello, two one-year settlements, the Association offer is clearly to be preferred. Their one-year settlements are most comparable, and the Association offer is overwhelmingly favorable to these two offers and to Belleville also in its 1987-88 settlement, which is the first year of a two-year settlement.

The Association emphasizes, however, a two-year comparison as a more appropriate form of comparison. The following is derived from Table 7 in the Association Brief:

TABLE XIV

DIFFERENCES BETWEEN NEW GLARUS OFFERS AND FIVE SETTLED DISTRICTS  
IN DOLLAR AND PERCENTAGES INCREASES FROM 1986 TO 1988

<u>Districts</u>	<u>Salary \$</u>	<u>Salary %</u>	<u>Package \$</u>	<u>Package %</u>
Average				
5 Districts	3,327	16.30	4,336	16.52
Assn.	3,156	14.55	4,074	14.53
Difference	- 171	- 1.75	- 262	- 1.99
District	2,718	12.67	3,544	12.77
Difference	- 609	- 3.63	- 792	- 3.75

The Association argues that although its 1986-87 settlement with the District was voluntary, it does not accept the idea that this settlement considered lower than average should permanently lower New Glarus' position; and further the current District offer further erodes the position. The Association offer is therefore the most reasonable one.

District Position on Wages Summarized. The District first argues that where a lower offer is within the boundaries of comparable districts as reasonably close, they may be more responsive to the welfare of the public.

The District, while acknowledging use of bench marks, absolute dollars, dollar increases at bench marks, average dollar and percent increases for salary and percent increases, and historical rankings, holds that these are not the only type of analyses.

The District notes the argument of the Association that over a period of time New Glarus was a wage leader and that this position has eroded and will erode further under the District. The District argues that the two years used by the Association is too short, and at least five years is necessary to get a view. The District argues, however, that on the basis of its own exhibits over two years the Association is trying to soar above where it has been.

The District in a series of line and bar graphs illustrates its arguments. Using the average salary as a zero line on a line graph and locating the differences of New Glarus salaries from this line of average as zero, and connecting the points by line, the graphs of BA Minimum, BA Maximum, MA Minimum, MA-10th, MA Maximum and Scheduled Maximum, each show the Association offer for 1987-88 to end higher in the graph than its initial point of beginning in 1985-86. The District also contends that its own offer for 1987-88 is shown by these graphs to produce no erosion of the District's historic position except at BA Minimum. An argument for catch-up is unrealistic and inappropriate in light of the facts.

The District also rejects the Association concept of wage leadership and cites arbitral authority to the effect that an employer in a leadership position who maintains that position is not required to offer the same percentage increases as those in a "catch-up" position. Also wage offers must be weighed against cost of living, inflation and unemployment. Further some erosion in a leadership position is inevitable as other employees catch up.

The District also argues that the historical analysis of the Association is insufficient. Rather one should look at the dollar increases for the last year and not re-litigate previous settlements. Arbitral authority is cited to the effect that previous settlements carry the implication that the parties disposed of all wage considerations of the time. The base to consider for catch up is the previous year's settlement only.

Considering changes from the previous year's settlement that the offers call for, the District reduced these to bar charts in its Brief. In these charts, the zero base is the previous year's wage level of New Glarus, or the average wage level of the five districts, and the bar above it represents the dollar increase over the previous level.

On the basis of such graphs, the District holds that in the increase in the BA Minimum level, the District offer is closer to the median though the Association is closer to the average. At the BA Maximum the Association offer is much over increases in other districts. Half of the teacher placements in the BA lane are at BA Maximum, and the Association offer reflects this situation. The graphs also show that the Board's offer is closer to the average and median at MA Minimum and MA Maximum and that the Association is asking for increases significantly above those granted in other districts.

The District notes that in the Scheduled Maximum there is no justifiable reason for an increase of over \$600 above the average and median.

The District states that as far as absolute dollar amounts are concerned the District remains competitive. It holds that locking a district into a position with respect to others denies the reality of what takes place in bargaining. The District holds that in bargaining the lower paying districts are trying to leap frog higher paying districts. These in turn hear the argument they are to pay more than lower paying districts. Arbitration was not meant to determine who pays more or less, but only what is appropriate.

The Association in negotiations is a proponent of dollars generated on the salary schedule as they translate into an average dollar increase per teacher. Normally this figure is developed only from salary increases, and not from longevity. The District in its figures here excludes longevity, particularly as it is applied in the Monticello district. A bar graph then produced by the District in its Brief shows the Association offer as producing the highest average dollar increase while the District's offer is fifth among six districts.



Discussion. A review of the information as revealed in the exhibits of the parties and abstractions therefrom leads to the conclusion that there was an erosion of the ranking of New Glarus with respect to nine State Line school districts between 1985-86 and 1986-87. Assuming the remaining three districts of the State Line League do not settle at terms higher than New Glarus, the offer of the Association will then have improved the ranking of New Glarus at each of the Bachelor degree bench marks. The District offer will improve it at one. Looking at the ranking of the five settled districts and New Glarus for 1986-87 and comparing this to the New Glarus offers for 1987-88, the District maintains the exact same position of ranking as in 1986-87, and the Association improves the position of New Glarus at each of the Bachelor steps. There is only a slight erosion of ranking on the part of the District offer in its position in 1987-88 over 1986-87, the previous year, but a larger erosion shows in the period since 1985-86.

Table IV above shows that in 1986-87 there was an erosion of the position of New Glarus with respect to State Line averages in dollar increases and percentage increases at bench marks.

Table V, A and B, reveals that the salary percentage increases proposed by the Association at 6.99% and the District at 5.13% result in a substantial increase under the Association offer for the seven bench marks, both in dollars and percentage increase. The District offer results in a dollar and percentage decline below the five settled districts. However at each bench mark the District offer departs less from the average below it than does the Association offer above it.

Table VI shows that taking the increases from 1985-86 to the 1987-88 offers, the District produces a lower ranking as compared to the other districts at all levels except Scheduled Maximum. Table VII shows that the District offer for 1987-88 when compared to the changes in the five settled districts from 1985-86 departs farther from the average changes in dollars and percentage than does the Association offer and is lower at every bench mark except Scheduled Maximum.

As might be expected from the previous data given, Table VIII shows that when the salary offers of 1987-88 are related to the highest salary as a percentage of that salary, the District offer in 1987-88 produces a lower rank and shows a deterioration in rank from 1985-86; from 1987 it improves at the BA Maximum level and erodes at BA 7th level, but otherwise maintains rank.

Table IX shows that in the matter of package increase, the District offer is fourth among five in percentage increase while the Association offer, though 1.76% higher, is third in rank.

Table X shows that the 1987-88 offers at New Glarus result in the Association offer being higher at the five levels reported and the District offer being lower at three of the five levels.

The general effect of these tables is to indicate an erosion of the New Glarus position under the District offer from both 1985-86 and also from 1986-87. The two year history of the Association on 1985-86 relationships has some merit, but the more important relationships is that which concerns the changes from 1986-87 to 1987-88. Under Table III it would appear that the District offer does not change the ranking at various bench marks from 1986-87 and is not under compelling reason for this cause to improve its offer. Also in favor of the District from the point of view of comparability is that its offer departs less from the average of settlements both in dollar amounts and percentages than does the Association offer.

In judging that the District offer more nearly meets the statutory criterion of comparability, the arbitrator is not holding that the Association offer at the Scheduled Maximum is an adverse factor to the Association. This is because the Scheduled Maximum reflects an addition of two lanes to the schedule; this of necessity must increase the level of the Scheduled Maximum.

On the basis of wages comparison alone then the District offer more nearly meets the statutory comparison of comparability, even though it has an element of erosion of position.

XI. COMPARISONS, EXTRA CURRICULAR WAGES. The Association presented exhibits on payments for extracurricular work. The schedules of Albany, Argyle, Barneveld, Belleville, Black Hawk, Juda, Monticello and Pecatonica were listed. Many of the districts pay for certain extracurricular activities by percentages of the BA Minimum. Top coaching positions are in the range of around six to eight percent of the base salary. New Glarus appears to be somewhat higher with the proposed District payment being at 8.54% of base for football coach as compared to 8.78% of salary for the Association offer. The Association offer maintains the percentage of the base of the last year's payment. The District offer erodes the last year's base for extracurricular activities at several levels. Not much money is involved, with estimates of some hundreds of dollars being involved. The District presented no evidence on the issue, considering the amounts involved as not significant. The Association emphasizes the element of erosion in the status of the work and its compensation. The Association says that it is attempting to maintain current proportions. The Association is proposing a raise for Drivers' Education from \$10.00 to \$10.50, which it notes is a five percent raise. The Association says that this proposal is reasonable. In relation to reviewing the percentage increase proposals of both parties for base wages, the proposed percentage for Drivers' Education is reasonable.

The Association position for extracurricular payments appears more reasonable in view of salary relationships as also reflected in other districts.

XII. COMPARISON WITH OTHER MUNICIPAL EMPLOYEES. Two exhibits were introduced on this subject by the District and no exhibits were introduced by the Association. The District exhibits were general in nature. They were copies of "NEWS", a publication of the Bureau of Labor Statistics of the U. S. Department of Labor. A January 26, 1988, issue showed that the average change for state and local government workers for the twelve months ending December 1987 was a 4.2% increase as compared with a 5.4% increase the previous year. Elementary and secondary school workers received a 4.8% increase and 5.7% for the same periods.

An issue of "NEWS" of April 26, 1988, reported that state and local government workers nationally had a salary increase of 4.4% for the year ending March 1988 and a 5.3% increase for the year ending March 1987. Workers in elementary and secondary schools experienced a 5.1% increase nationally for the year ending March 1988 and 5.1% for the year ending March 1987. These were for salary only.

The District states that these percentage increases, though secondary data, are closer to the District's offer than the Association's offer. The District states that because of the nature of the communities in the State Line League, there are not many other public employees.

In terms of employment cost, workers in elementary and secondary schools in March 1988 were reported to have had a 5.6% increase over the previous year, a rise of 0.4%. In January 1988 the annual increase was reported as 5.5%.

The data on wage changes for municipal employees, whether administrative, skilled or unskilled types, are lacking here so that a firm conclusion cannot be made as to how teacher wage proposals compare with other municipal employee wage changes. The conclusion is based on national data, that the District offer with its lower percentage increase is probably closer to any wage changes given municipal employees in the State Line region.

XIII. COMPARISON OF WAGES IN PRIVATE EMPLOYMENT. District Exhibits 34 and 35 were the only two exhibits which shed some light on the relationship of the wage offers with relation to private employees and with their conditions of work. These were the exhibits described in the foregoing section as "NEWS", the publication of the Department of Labor. The total costs for compensation for private employees for the year ending December 1987 was 3.3% while the salary alone figure was also 3.3%. For the twelve month period ending March 1988, the compensation costs for private employees was a 3.9% increase. The wage cost was 3.3% and the benefit cost was 5.6%.

Based on the foregoing but very limited and generalized evidence it is reasonable to conclude that the District offer is more likely to be closer to changes in wages in private employment in the State Line League area than the Association offer.

XIV. COST OF LIVING. The District provides exhibits on the changes in the consumer price indices. This information relates to urban areas, including National, Milwaukee, Minneapolis-St. Paul, Small Metro Areas, and Non Metro Urban Areas. The arbitrator judges the latter to be most appropriate for the matter here. In January 1988 for Urban Wage Earners and Clerical Workers (CPI-W) the index increased 3.9% for the year, up 0.2% from the previous month. In June there was reported a 2.9% increase from the previous June, and 0.5% from the index immediately preceding. However, data from 1987-88 is only secondarily useful in measuring changes in the cost of living. Since the contract period here is for 1987-88, then the changes which occurred from 1986-87 would be more useful. The change in this period according to the District Brief for all urban consumers was a 5.52% increase. The Brief, the only source of the information, did not disclose whether this was the national index.

The Association in discussing the weight to be applied to the consumer price index cites arbitral authority to the effect that wage adjustments should not be limited to the cost of living if other statutory criteria indicate a larger increase is justified, and that where other settlements occurred, presumably the districts took the cost of living changes into consideration; further that sometimes the cost of living criterion is not crucial, since changes work their way into settlements in small increments, and that the cost of living is a variable and volatile criterion which declines in relative importance in stable periods.

Assuming that the 5.52% increase in the CPI was the national change, then the District's package increase of 6.49% as compared to the Association's 8.25% more nearly meets the standard of comparability to changes in the cost of living.

XV. OVERALL COMPENSATION. Association Exhibit 3 c and d produced data showing the projected costs where the 1986-87 faculty is cast forward to 1987-88 and the actual costs. These data appeared this way:

	<u>Cast Forward Costs</u>	<u>Actual Costs</u>
Association	\$1,293,554	\$1,280,297
District	<u>1,272,263</u>	<u>1,259,356</u>
Difference	\$ 21,091	\$ 20,941

Table IX, shown before, derived from District exhibits, gives data on overall and package costs. The table shows that the District offer for New Glarus for 1987-88 is 5th among 6 in rank while the Association offer is 3rd. The average of the total package increases for the five settled districts is 7.69% increase. The Association offer at 8.25% is closer to this average than the District offer at 6.49%. Concerning two year changes, the Barneveld District which has a package settlement of 5.75% for 1987-88 had a 13.71% increase in the package for 1986-87, or when the two are added, a total of 19.46%. The New Glarus District offer of a 6.49% increase when added to the 6.28% increase in the previous year has roughly a 12.79% increase for two years while the Association offer would bring a 14.53% increase in approximate terms.

The evidence here supports that the Association offer in package and total compensation increase more nearly approaches the average and is the more comparative one.

There is no controversy over fringe benefits here, but the Association presented exhibits on insurance. In family insurance payments the District payment is the second highest among comparables. New Glarus provides no dental insurance, but six districts do. When district payments for health and dental insurance are added, in each of the six other districts, the payment for these insurances exceeds the payment in New Glarus where only the health insurance is paid of these two items. Six districts provide long-term disability insurance, which New Glarus does not provide. New Glarus is one of six districts providing life insurance.

While there is no issue here over fringe benefit changes, yet consideration should be given to total package increases as these represent the total effort of the unit of government, and therefore they make the criterion of comparability in total compensation significant. Looking at percentage increases from 1986-87 to 1987-88, it is clear that the District offer departs farther from the average than the Association offer. The conclusion is that based on the percentage of increases in total compensation, the Association offer more nearly meets the statutory criterion for overall compensation.

XVI. ABILITY OF THE GOVERNMENTAL UNIT TO PAY. The Association addressed the economic status of the school system in Exhibits 11 a-c. The summary of these exhibits was as follows:

Net Local Property Tax paid 1986-87	50.9%	of Total Revenue
Total Local Funding 1986-87	53.3%	of Total Revenue
Local Property Tax Levy, 1987-88 (est.)	49.86%	of Total Revenue
Total Local Funding 1987-88 (est.)	51.5%	of Total Revenue

The estimated local property tax levy of 1987-88 was \$1,259,000, and the estimated total revenues for the District was \$2,524,930. The estimated fund balance of the District in August of 1987 was \$694,091, up from \$624,034 in the previous year. The June 1988 fund balance is estimated at \$730,926, an increase of 5.3%.

The Association in its exhibits calls attention to what it says is a failure of the District to include the proper amount in its estimates for state aid equalization and supplemental aid for 1987-88. In its report to the Department of Public Instruction for 1987-88, the District reported an estimate of \$745,000 general state aid. The Association however points to its exhibit of a Department of Public Instruction report for November 1987 estimating state aid to the District in the amount of \$1,047,355. In April the estimate of state aid was \$1,048,476.

Association exhibits gave information on the district tax levies in the State Line League. The following is an extract from Table 8 of the Association Brief, derived from exhibits:

TABLE XV

DIFFERENCE OF NEW GLARUS FROM AVERAGE TAX LEVY  
IN COMPARABLE DISTRICTS

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>85-86</u>	<u>86-87</u>
Average	11.33	12.27	14.71	13.53
New Glarus	9.49	9.48	11.98	11.03
Difference	- 1.84	- 2.79	- 2.73	- 2.50
Rank in 9	9	9	9	9

The Association presented an extensive series of exhibits in the form of a brochure of 1988 advertising New Glarus, and in exhibits showing new small businesses being established in New Glarus, and the communities attraction as a tourist center for Swiss culture.

A Wisconsin Department of Industry, Labor and Human Relations Report of January 29, 1988, showed that the average unemployment in Green County for 1987 was 5.5% of the civilian labor force, and unemployment had declined from 7.9% in January to 4.6% in December.

Similarly there was a decline in the rate of unemployment in the Madison SMSA from 4.9% in January 1987 to 3.8% in December 1987, and a yearly average of 3.8%.

The District is not making the argument that the District is unable to pay; rather it argues that it is not in the interest and welfare of the public to have to meet the Association offer.

The evidence is that the District and its economic base have the financial ability to meet the cost of either offer.

XVII. THE INTERESTS AND WELFARE OF THE PUBLIC. Each of the parties is stressing the point that it is in the interests and welfare of the public to meet the costs of their offer.

The Association presented verbal and documentary evidence pointing to the dedication of teachers in their willingness to provide without compensation additional courses of an advanced nature in the high school. The Association also points to the success of teachers with their students in specific fields and competition and in general attainment. The source of the evidence was in the form of newspaper articles and reports.

The District likewise provided extensive exhibits on the subject of the interest and welfare of the public. A Legislative Letter for School Board Members, "News and Action Plans," of April 25, 1988, reported on a bill adopted by the legislature and sent to the Governor. The bill provided among other things four year controls on property tax levies and on total expenditures of all units of local government including school districts. With certain expenditures excepted, increases in levies and total expenditures would be limited to the rate of growth in the CPI for all urban consumers for the prior calendar year. This bill was vetoed by the Governor.

Another bill, however, Special Session Senate Bill 9, set fiscal control for three years. Again certain exceptions were made, but it did not include increases for unionized employees. The Governor was reported likely to veto this bill also, because of a retirement formula for general employees.

A document of May 27, 1988, was the veto message of the Governor to the legislatures on SS SB9. In addressing cost controls the Governor objected to SB9 on the grounds that it did not provide permanent controls, no first year freeze, no direct limit on compensation costs and too many other exceptions. The Governor said he had made compromises on the above items, but came to the conclusion that features of the bill including early retirement were too costly.

The District also submitted an exhibit of a Report of the Task Force on County and Local Mandates dated December 23, 1986. Some of the recommendations of this committee included a two-year cap on all settlements in arbitration, based on an agreed upon inflation index, market comparables within respective communities to be the determining factor for wage level changes, state collection of private sector information on wages and benefits to be used in arbitration, and a requirement of arbitrators to consider local tax burdens.

The District also submitted a copy of a report of December 15, 1986, on state and local spending. The reporting commission, among other things, said spending for higher education, public welfare, highways and sewerage treatment was 30% or more above the U. S. per capita and personal income averages, state and local government spending for elementary and secondary education, police, conservation and recreation, and fire protection was 5 to 15% above the national average, using both per capita and personal income comparisons. Wisconsin personal income, however, slowed in comparison to the U. S. The commission recommended Wisconsin target state and local government expenditures to U. S. averages by 1992-93. It also recommended controlling local government costs through a limit on arbitration awards and putting direct expenditure limitations by statute on state and local government.

Association Position on the Interest and Welfare of the Public Summarized.

The Association argues first that its offer is affordable and necessary, and the burden on the District taxpayers is relatively light among the comparables despite relatively high salary levels. It notes that the employment area for New Glarus includes Green County and the Madison SMSA, and unemployment has decreased in both areas. Also the evidence shown by the exhibits of the Association show that the New Glarus area is thriving with tourism emphasized. Documentary and oral testimony point to eight new businesses opening or expanding since March 1987.

The Association contends that New Glarus provides a high quality educational program and points to an August 1, 1987, article from the Capital Times which rated New Glarus the best school system among the twenty in the Madison area. New Glarus freshmen at the University of Wisconsin-Madison had the highest average grade point among the comparable group. The New Glarus average teacher had a salary 91.44% of the average,

while the pupil-teacher ratio was 9.42% above the average. The New Glarus pupil-teacher ratios are highest among the comparables. The evidence, oral and documentary, also attests to the quality of the programs and staff at New Glarus. The Association cites the teachers willingness to teach an extra class instead of supervising study halls. The Association also cites achievements of individual teachers in band, conservation and coaching. This has been achieved with a low tax burden. New Glarus has retained an excellent faculty who will provide extra programs without added pay, but have done so under a wage leading status. It is not reasonable to expect that such a situation can continue if the District does not maintain wage leadership.

The Association contends that the District's argument about the mood of government to put caps on the amount of percentage rise for wage is irrelevant, because the position of caps has not been enacted in law and particularly Assembly Bill 1016 was opposed by many local officials. As to the arguments on the drought, no evidence was presented as to its effects. Further, the Association Exhibit 22 shows that 73.3% of the school district's residents are engaged in non-farm occupations.

District's Position on the Interest and Welfare of the Public Summarized.

The District, pointing to its exhibits, states that the mood of the citizens of this state is to hold down the cost of government, and this is recognized by the present government. The report of the Wisconsin Commission recommended holding down the cost of state and local government and controlling employee salary and benefit increases limited to an annual calculated growth rate. The District points to the present situation as one in which unions have nothing to lose if they go to arbitration.

The District also points to the report of the Task Force appointed by the present Governor. This Task Force also called for controls on arbitration awards and rises in compensation. Again the concept of using an agreed upon inflation index was supported. The report of this Task Force and the previous commission were basically the same.

The District also points to its exhibit referring to Assembly Bill 1016 and Special Session Senate Bill 9 which provided for levy limits and cost controls on school districts. The concept behind controls is that the CPI-U would be used to determine the rate of the tax levy and the controllable costs of school districts. The District notes that if such were to be the case for 1987, the costs would be limited to a 4.4% increase.

The District states that it is obvious that political leaders of both parties consider holding down taxes to be important. It is a mood not confined to the state. The District also argues that the days of providing quality education and services without regard for cost have passed.



The District also calls attention to a drought in the weather pattern which brings on psychological and financial problems. People whose livelihood is not directly influenced and impacted by the farm economy understand that the drought has hurt people. These are all factors which go to the interest and welfare of the public. The District nevertheless is offering a reasonable settlement in light of all circumstances.

Discussion. Two main arguments in the foregoing summary of the parties' positions appear. One is the Association argument that the teachers have been effective teachers, have had success in their teaching, volunteer for extra teaching, and have a heavier pupil-teacher ratio. The District argument is that there is a legislative movement toward cost controls on schools limited to the CPI-U or similarly determined index. Also there has been a drought affecting the people psychologically. An important consideration in inspection of the evidence and arguments here must revolve around the higher teaching load carried by the New Glarus teachers. It is the arbitrator's opinion, despite this higher teaching load, the quality of the product emanating from the District's teachers has been high and that it will be better maintained under the Association offer than under the District offer, and that therefore the Association offer, though higher, will be more in the interests and welfare of the public.

The argument that cost controls may be applicable in the future is an important one, indeed, but in their absence, the present criteria remain. Under the present criterion of interests and welfare of the public, the Association offer appears more in the interest and welfare of the public as it is more likely to sustain quality education under present conditions.

XVIII. CHANGES DURING THE PENDENCY OF THE AGREEMENT. There are no changes during the pendency of this proceeding to report.

XIX. OTHER FACTORS. The District has urged the arbitrator not to differentiate between the way settlements were arrived at, whether voluntary or through arbitration, and urges the arbitrator to view the collective bargaining agreements as settlements regardless of the process used to arrive at results.

The District also states that the present atmosphere where cost controls are under legislative consideration must be given special weight, since what takes place in society as a whole impacts and influences what takes place in the bargaining table. The reports on cost controls have affected the expectation levels of the District and the Association.

Under this same criterion the District also urges the effect of the drought in the weather to be given consideration.

The arbitrator here has not differentiated in assessing the weight of settlements reported from the past whether through voluntary agreements or arbitration. As to the effect of possible future cost controls, the arbitrator has reported his opinion of the current situation in the section on the interest and welfare of the public. Similarly in the matter of the

drought, the effects of this on the economy of New Glarus are unclear, and because this is so, it should not determine the outcome of this proceedings which relates to a wage settlement for a term from 1987-88. The information on its impact is too meager at this time to give it full weight, though it should not be ignored.

XX. SUMMARY OF CONCLUSIONS ON FACTORS TO BE WEIGHED.

1. There is no question of the lawful authority of the District to meet either offer.
2. The parties have stipulated to all other matters between them.
3. The parties have used the same districts for comparison, namely public schools in the State Line Athletic League.
4. On the basis of wage comparisons, excluding extracurricular payments, the District offer, although it represents an erosion, more nearly meets the statutory comparison of comparability than does the Association offer.
5. The Association position for extracurricular payments appears more reasonable than the District offer, but only a small amount of money is involved.
6. Based on national data, the District offer is probably closer to any wage changes given municipal employees in the State Line region.
7. Based on limited evidence available, it is reasonable to conclude that the District offer is more likely to be closer to the changes in wages in private employment in the State Line League area than the Association offer.
8. Based on the limited evidence available, it is likely that the District's total package increase of 6.49% as compared to the Association's 8.25% more nearly meets the standard of comparability to changes in the cost of living.
9. The Association offer more nearly meets the average of total compensation in the comparable districts than does the District offer, and therefore more nearly meets the statutory criterion.
10. The evidence is that the District and its economic base have the financial ability to meet the cost of either offer.
11. Under the present statutory criterion of interests and welfare of the public, the Association offer appears more in the interest and welfare of the public as more likely to sustain quality education under present conditions.

12. There are no changes during the pendency of this proceeding to report.

13. In other factors normally to be taken under consideration, the arbitrator has not differentiated as to the weight to be given settlements whether arrived at voluntarily or through arbitration. The matter of possible cost controls has been given consideration, but the proceeding is occurring under a present law where they have not been put into effect. The proposal by the District that a present drought be considered for its psychological impact has been given consideration, but information on this impact is too meager to give full weight, and in addition the present proceedings deals with a settlement which takes effect as of 1987.

In the above matters, several factors have a dominating weight. These are wage comparisons for salaries, the changes in the cost of living, comparisons in total compensation, and the interests and welfare of the public. The weight of the first two factors falls to the District's offer, the weight of the remaining fall to the Association's offer.

The evidence on changes in municipal and private employee wage changes, though favoring the District, do not have specific data for the area, while balancing for the Association, evidence shows that unemployment is down. The District has a relatively low tax rate and has the ability to meet the costs.

On the whole, because of the evidence presented on the interests and welfare of the public in maintaining a high quality of education, the conclusion here is that the Association offer is the more reasonable under present conditions.

Therefore the following Award is made:

XXI. AWARD. The agreement between the New Glarus Education Association and the School District of New Glarus for 1987-88 should embody the terms in the offer of the Association.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
ARBITRATOR

Date August 20, 1988