

FEB 21 1989

In the Matter of Arbitration Between :
 UNITED LAKELAND EDUCATORS, : WISCONSIN EMPLOYMENT RELATIONS COMMISSION
 WEAC UNISERV COUNCIL NO. 18 :
 and : AWARD
 LAKELAND UNION HIGH SCHOOL DISTRICT :
 (Case 26 No. 40349 INT/ARB-4852) : Decision No. 25722-A

I. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer arbitration. The United Lakeland Educators petitioned the Wisconsin Employment Relations Commission on March 17, 1988, alleging that an impasse existed between it and the Lakeland Union School District in collective bargaining. After investigation by Stuart Levitan, a member of the Commission staff, the Commission found that the parties were at an impasse over collective bargaining for a contract to replace one which expired on June 30, 1987. The Commission found that the parties substantially complied with the procedures set forth in Section 111.70 (4) (cm) of the Municipal Employment Relations Act required before arbitration can be initiated, and therefore the Commission certified that the conditions precedent to initiation of final and binding arbitration had been met. The Commission thereupon issued an Order for such arbitration on October 13, 1988. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin as arbitrator, the Commission then appointed him on November 16, 1988.

A petition for a Public Hearing was filed on November 25, 1988, by a sufficient number of petitioners. A hearing was then scheduled for December 22, 1988, at 7:00 p.m. at the Lakeland Union High School in Minocqua, Wisconsin. The parties were given opportunity to present their positions with respect to final offers and the public was given full opportunity to present facts, views and opinions. Owing to the inclement weather, the public was again given opportunity to be heard at the High School on December 23, 1988, at 9:00 a.m. with the announcements for this additional opportunity for the public being made at the meeting of December 22, 1988, and over radio in the area.

The hearing commenced at the High School at 9:30 a.m., December 23, 1988. The parties were given full opportunity to present evidence, give testimony and make argument. Briefs were filed as of January 23, 1989.

II. APPEARANCES.

GENE DEGNER, Director, WEAC UniServ Council No. 18, appeared for the Union.

JOHN L. O'BRIEN, Attorney, DRAGER, O'BRIEN, ANDERSON, BURG & GARBOWICZ, appeared for the District.

III. THE OFFERS.

A. The Union Offer:

(See attached.)

B. The District Offer:

(See attached.)

UNITED LAKELAND EDUCATORS

ULE FINAL OFFER TO THE LAKELAND UNION HIGH SCHOOL, BOARD OF EDUCATION, FOR A 1987-88 AND 1988-89 CONTRACT.

1. All tentative agreements.
2. All agreements retroactive to July 1, 1987.
3. Change all dates to reflect a new two-year agreement.
4. All language in the 1986-87 agreement remains the same, except as modified by this proposal.
5. The following change shall be made in Appendix B - Extra Curricular Pay Schedule:
 - a) Increase Crowd Control and Bus Chaperones to \$18.00 per event;
6. Appendix A - Salary Schedule: Delete 2) a., b., and c. as they are no longer relevant; increase all 1986-87 cells by 5 percent for 1987-88 and increase 1987-88 by 5 percent for 1988-89.
7. Appendix B - Extra Curricular Pay Schedule:
 - a) Include Mock Trial at 6 percent.
 - b) Include National Honor Society at 3 percent.
 - c) Include DECA at 3 percent.

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10/2/87

LUHS 1987-88 SALARY SCHEDULE FINAL OFFER (5%)

STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+18	MA+24	MA+30
1.0	18900	19856	20811	21766	22722	23677	24633	25588	26544	27499	28455	29410
2.0	19856	20811	21766	22722	23677	24633	25588	26544	27499	28455	29410	30366
3.0	20811	21766	22722	23677	24633	25588	26544	27499	28455	29410	30366	31321
4.0	21766	22722	23677	24633	25588	26544	27499	28455	29410	30366	31321	32277
5.0	22722	23677	24633	25588	26544	27499	28455	29410	30366	31321	32277	33233
6.0	23677	24633	25588	26544	27499	28455	29410	30366	31321	32277	33233	34188
7.0	24633	25588	26544	27499	28455	29410	30366	31321	32277	33233	34188	35144
8.0	25588	26544	27499	28455	29410	30366	31321	32277	33233	34188	35144	36099
9.0	26544	27499	28455	29410	30366	31321	32277	33233	34188	35144	36099	37055
10.0	27499	28455	29410	30366	31321	32277	33233	34188	35144	36099	37055	38010

LUHS 1987-88 SALARY SCHEDULE FINAL OFFER (5%)

STEP	ED.S	PHD
1.0	30366	31321
2.0	31321	32277
3.0	32277	33233
4.0	33233	34188
5.0	34188	35144
6.0	35144	36099
7.0	36099	37055
8.0	37055	38010
9.0	38010	38966
10.0	38966	39921

LUHS 1988-89 SALARY SCHEDULE FINAL OFFER (5%)

STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+6	MA+12	MA+18	MA+24	MA+30
1.0	19845	20849	21852	22854	23858	24861	25865	26867	27871	28874	29878	30880
2.0	20849	21852	22854	23858	24861	25865	26867	27871	28874	29878	30880	31884
3.0	21852	22854	23858	24861	25865	26867	27871	28874	29878	30880	31884	32887
4.0	22854	23858	24861	25865	26867	27871	28874	29878	30880	31884	32887	33891
5.0	23858	24861	25865	26867	27871	28874	29878	30880	31884	32887	33891	34895
6.0	24861	25865	26867	27871	28874	29878	30880	31884	32887	33891	34895	35897
7.0	25865	26867	27871	28874	29878	30880	31884	32887	33891	34895	35897	36901
8.0	26867	27871	28874	29878	30880	31884	32887	33891	34895	35897	36901	37904
9.0	27871	28874	29878	30880	31884	32887	33891	34895	35897	36901	37904	38908
10.0	28874	29878	30880	31884	32887	33891	34895	35897	36901	37904	38908	39911

LUHS 1988-89 SALARY SCHEDULE FINAL OFFER (5%)

STEP	ED.S	PHD
1.0	31884	32887
2.0	32887	33891
3.0	33891	34895
4.0	34895	35897
5.0	35897	36901
6.0	36901	37904
7.0	37904	38908
8.0	38908	39911
9.0	39911	40914
10.0	40914	41917

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**LAKELAND UNION HIGH SCHOOL DISTRICT'S
FINAL OFFER TO ULE-LAKELAND EDUCATORS
1987-88, 1988-89 CONTRACT**

- I. All tentative agreements that have been reached up to and including May 18, 1988.
- II. Contract to represent a two year agreement, 1987-88 and 1988-89.
- III. Article X, Insurance, Paragraph A - The district shall pay, at a maximum monthly cost to the district, \$100.52 toward a single premium and \$262.02 toward a family premium.
- IV. Article X, Insurance, Paragraph E - This shall read "The district shall provide a dental insurance plan at a maximum monthly cost to the district of \$39.10 for family premium and \$12.88 for single premium and reserve the right to co-insure or self insure."
- V. Salaries to reflect for 1987-88 school year, \$900.00 per cell increase and, for the 1988-89 school year, \$1,000.00 per cell increase.
- VI. Article 19, layoff and recall, change paragraph G, first sentence to "two years recall."
- VII. Extra-curricular changes to be made in Appendix B, extra-curricular pay schedule, to include the following:
 - A. Mock Trial at 3%;
 - B. National Honor Society at 1.5%;
 - C. DECA at 1.5%
- VIII. Salary schedule as indicated.
- IX. Employees accepting early retirement medical insurance benefits are not eligible for benefits under Article IX.
- X. Calendar as indicated.

	BA	+6	+12	+18	+24	+30	MA	+6	+12	+18	+24	+30	Eds	PKU
1	18900	19810	20720	21630	22540	23450	24360	25270	26180	27090	28000	28910	29820	30730
2	19810	20720	21630	22540	23450	24360	25270	26180	27090	28000	28910	29820	30730	31640
3	20720	21630	22540	23450	24360	25270	26180	27090	28000	28910	29820	30730	31640	32550
4	21630	22540	23450	24360	25270	26180	27090	28000	28910	29820	30730	31640	32550	33460
5	22540	23450	24360	25270	26180	27090	28000	28910	29820	30730	31640	32550	33460	34370
6	23450	24360	25270	26180	27090	28000	28910	29820	30730	31640	32550	33460	34370	35280
7	24360	25270	26180	27090	28000	28910	29820	30730	31640	32550	33460	34370	35280	36190
8	25270	26180	27090	28000	28910	29820	30730	31640	32550	33460	34370	35280	36190	37000
9	26180	27090	28000	28910	29820	30730	31640	32550	33460	34370	35280	36190	37000	37910
10	27090	28000	28910	29820	30730	31640	32550	33460	34370	35280	36190	37000	37910	38820

1987-10

(v)	BH	+L	+12	+18	+24	+30	MA	+L	+12	+18	+24	+30	Co	Ph.D
1	19,900	20,810	21,720	22,630	23,540	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730
2	20,810	21,720	22,630	23,540	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640
3	21,720	22,630	23,540	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550
4	22,630	23,540	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460
5	23,540	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370
6	24,450	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370	36,280
7	25,360	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370	36,280	37,190
8	26,270	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370	36,280	37,190	38,100
9	27,180	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370	36,280	37,190	38,100	39,010
10	28,090	29,000	29,910	30,820	31,730	32,640	33,550	34,460	35,370	36,280	37,190	38,100	39,010	39,920

IV. FACTORS CONSIDERED. Section 111.70 (4) (cm) 7 requires the arbitrator to give weight to the following factors in making any decision:

- 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 wages, hours, and conditions of employment of other employes performing similar services.
- e. 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 generally in public employment in the same community and in comparable communities.
- f. Comparison of 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.

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

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

VII. COSTS OF THE OFFERS. The following information on the costing of the offers is derived from Board Exhibits 38, 39, 40 and 41.

TABLE I

COSTS OF OFFERS - FTE = 58

<u>Year</u>	<u>Item</u>	<u>District</u>	<u>% Inc.</u>	<u>Union</u>	<u>% Inc.</u>
1986-87	Salaries Only	1,813,979		1,813,979	
	Total Wages	1,882,003		1,882,003	
	Total Compensation	2,405,730		2,405,730	
1987-88	Salaries Only	1,878,550	3.56*	1,917,734	5.7
	Total Wages	1,954,276	3.84	1,994,624	6.0
	Total Compensation	2,506,157	4.2	2,555,594	6.23
1988-89	Salaries Only	1,947,600	3.68	2,023,647	5.52
	Total Wages	2,028,997	3.82	2,105,565	5.56
	Total Compensation	2,621,324	4.6	2,713,461	6.18

TABLE II

A. AVERAGE TOTAL COMPENSATION PER TEACHER UNDER OFFERS - FTE = 59

<u>Year</u>	<u>District</u>	<u>Union</u>
1986-87	40,775	40,775
1987-88	42,477	43,315
1988-89	44,429	45,991

B. AVERAGE SALARY COMPENSATION ONLY

<u>Year</u>	<u>District</u>	<u>% Inc.</u>	<u>Union</u>	<u>% Inc.</u>
1986-87	30,745		30,745	
1987-88	31,840	3.56	32,504	5.7
1988-89	33,010	3.68	34,299	5.52

TABLE III

COSTS OF OFFERS AND AVERAGE SALARY - FTE = 58

<u>Year</u>	<u>District</u>	<u>% Inc.</u>	<u>Union</u>	<u>% Inc.</u>
1986-87	Total Payroll	1,764,720	1,764,720	
	Aver. Salary	30,426	30,426	
1987-88	Total Payroll	1,829,660	1,866,733	
	Aver. Salary	31,546	32,178	5.7
1988-89	Total Payroll	1,894,940	1,967,763	
	Aver. Salary	32,671	33,925	5.43

*In Board Exhibit 38 this is given as 3.37%

VIII. COMPARABLE DISTRICTS. The parties differ as to what they consider comparable districts. The Union considers the Lakeland Union High School District and the feeder schools of the district as the most comparable. These feeder schools are North Lakeland, Minocqua Joint One, Arbor Vitae-Woodruff, and Lac du Flambeau. The Union considers the Lumberjack Athletic Conference schools as having a secondary importance in comparison. These schools are Ashland, Lakeland, Medford, Northland Pines, Park Falls, Phillips and Tomahawk. A tertiary comparison is made with all the schools in CESA District No. 9. These include Antigo, Athens, D. C. Everest, Edgar, Elcho, Lac du Flambeau, Marathon City, Merrill, Minocqua, Hazelhurst, and Lake Tomahawk, Mosinee, North Lakeland, Northland Pines, Phelps, Prentice, Rhinelander, Rib Lake, Stratford, Three Lakes, Tomahawk, Wausau and Woodruff-Arbor Vitae. The Union also made comparisons with unified high school districts and all districts statewide.

The District considers the Lumber Jack Athletic Conference schools as the schools of primary comparability.

The following data was supplied in Union Exhibit 66 on school cost per pupil, 1986-87.

Arbor Vitae-Woodruff	3,405	(actual)
Lac du Flambeau	2,259	(actual)
Minocqua J. 1	3,967	
Minocqua UHS	4,912	
North Lakeland	5,520	

The levy rate in 1986-87 was:

<u>School</u>	<u>Rate</u>	<u>State Rank</u>
North Lakeland	10.18	417
Minocqua UHS	10.18	417
Minocqua J. 1	10.18	417
Lac du Flambeau	10.18	417
Arbor Vitae	10.18	417

(U. 67)

The figure of 10.18 however is a composite of the levies of the Union high school and four feeder district averages.

Lakeland UHS and its feeder districts had an average per pupil cost in 1986-87 of \$4,443.00 which would have placed them about 38th in costs among state-wide districts. However the actual expenditure at Lakeland UHS of \$4,912 per pupil would have placed it 18th in per pupil costs statewide. (U. 66).

In levy rate statewide it was 417th out of 431 districts. (U. 67).

The following data on comparisons of the characteristics of Lumber Jack Athletic Conference (LJAC) for 1987-88 come from Board Exhibit 48.

TABLE IV
SELECTED CHARACTERISTICS OF LJAC DISTRICTS, 1986-87

<u>District</u>	<u>Student FTE</u>	<u>Teacher FTE</u>	<u>Est. Aid/ADM</u>	<u>Equalized Value/ADM</u>	<u>Levy Rate</u>
Ashland	1,860	127	\$1,835	\$ 116,435	14.67
Medford	2,038	125.6	1,366	129,951	11.83
Northland					
Pines	1,288	85.4	0.00	405,552	10.13
Park Falls	998	60.5	1,016	162,697	13.76
Phillips	1,228	69.7	1,448	128,439	12.76
Tomahawk	1,359	86.2	770	191,315	14.92
Lakeland UHS	722	56.1	0.00	1,207,921	4.06
Average	1,356.3	87.2	919	334,615	11.73

Board Exhibit 50 showed in LJAC districts an average decline in per pupil aid of \$44.59, or -4.3%, for 1986-87, and an average increase in valuation per pupil of \$4,702 for the same period, or an increase of 0.7%. However Lakeland UHS increased in valuation \$27,061 per pupil. (B. 51).

The average change in levy rate from 1985-86 to 1986-87 in LJAC was +1.69, a 15.5 percent increase. In Lakeland UHS district the rate change was +0.29, or an increase of 7.6 percent. (B. 52).

The Board provided in Board Exhibit 53 similar data for the year 1987-88 which is one of the years involved in the instant matter. The relative positions of the LAJC districts is generally similar so only the summaries of these data will be given.

TABLE V
1986-87 AVERAGES OF CHARACTERISTICS OF LJAC DISTRICTS
AND COMPARISON WITH LAKELAND UHS

<u>Districts</u>	<u>Student FTE</u>	<u>Teacher FTE</u>	<u>Est. Aid/ADM</u>	<u>Equalized Value/ADM</u>	<u>Levy Rate</u>
Average	1,367	87.6	\$1,138	\$ 201,366 ⁽¹⁾	13.85
Lakeland UHS	674	58.6	0.00	1,229,636 ⁽¹⁾	4.63

(1) Highest Equalized Value/ADM

During 1987-88 the average aid/pupil was \$353.65, an increase of 29.2% for LJAC. Lakeland again received no aid. (B. 54). The average value/pupil was +\$992, a change of -2.8% in the LJAC districts. In Lakeland the valuation/pupil increased \$21,718 or an increase of 1.8%. (B. 55). The average levy rate declined -0.50, or -2.0%. Lakeland UHS district levy rate increased +0.57, an increase of 14.0%, the highest percentage increase in LJAC.

Positions of the Parties on Comparable Districts. The Union contends that the primary comparables should be Lakeland UHS and its feeder schools, which, if consolidated, would form one district. The Union has also selected the LJAC as a set of secondary comparables, and also points to districts in CESA 9, schools of similar size, the UniServ district, and schools statewide as useful for comparison.

The Board proposes the LJAC because the union free high school, unusual as compared to K-12 districts, is nevertheless more comparable to them than to feeder schools which in the Lakeland case present situations which are not ordinary. Two of the last four settlements of these schools were arbitrated, in Minocqua and Arbor Vitae-Woodruff. North Lakeland's schedule does not have a Master's degree placement. Lac du Flambeau in the Indian reservation receives a substantial amount of federal aid. These are, therefore, not suitable for comparables. However athletic conferences are widely used by arbitrators as comparables.

Discussion. The data furnished by ULE on feeder schools is not sufficient to make a judgment in their favor. The schools are considerably diverse in characteristics. On the other hand, the data furnished by the Board shows the difficulty of comparing K-12 districts and union high school districts. Not only does Table IV show wide ranges in student and hence teacher FTE's, but also in aid per pupil, equalized value per pupil, and the levy rate. Even the concept of geographic proximity is strained.

Thus the decision on comparables must be made on the weight to be given to arbitral practice, and here arbitral practice supports the selection of the athletic conference comparables, particularly where a union high school is involved. Thus the athletic conference comparables will be considered as primary and the feeder schools as secondary, but all groups of districts submitted in addition as comparable will be reviewed for such value as they may have.

IX. WAGE COMPARISONS WITH OTHER DISTRICTS. A consideration of data on wage comparisons with other districts requires a report on a settlement of the 1986-87 contract. Prior to that year, the salary was indexed. The level of the initial bachelor salary negotiated by the parties determined under the index system every other cell by virtue of percentage increases for years of service and level of academic attainment - "steps" and "lanes". To eliminate indexing the Board offered a substantial salary settlement, and the step system was reduced to ten steps. The Board contends that this produced a very large increase for Union members, and it was the Board's understanding, according to its counsel, that indexing was to be replaced and that all future bargainings would be on the basis of an equal number of dollars per cell, not a percentage increase per cell.

A footnote in Appendix "A" of the 1986-87 agreement says:
 "1) The parties understand and agree that the above salary schedule was mutually negotiated for the 1986-87 school year and replaces an expanded schedule with additional steps and indexing." Another footnote provides that no new employees shall receive longevity. (U. 3, p. 23).

The steps were separated by increments of \$910 in general, and each lane was separated by an increment of \$910 per year.

The Union is contending that the parties agreed to the 1986-87 salary schedule with its equal increments in steps and lanes. The Union knew that it was trading longevity, a one year agreement, and an indexed salary schedule for the new schedule. However now to increase each cell of the new schedule by an equal percentage increase per cell does not produce an indexed system. That is something different.

As to the implications of these arguments, that will be treated in the discussion portion. It is first necessary to show summaries of the data the parties submitted about wage comparisons.

It should be noted that in the 1986-87 Lakeland High School schedule, the spread between the BA Minimum and schedule maximum is in the ratio of 1 to 2.11. In the 1987-88 schedule the ratio in the ULE offer is 2.11 and so it is in the 1988-89 offer. In the 1987-88 Board offer the ratio becomes 1 to 1.96, and in the 1988-89 offer it becomes 1 to 2.01.

A. Primary Comparisons.

The Board in its exhibits concentrated on the districts of the Lumberjack Athletic Conference. In its exhibits the Board used "BA 6th" and "MA 9th" as benchmarks, because the salary schedules in some districts denominate the first step as the "0" step. The following table is derived from Board Exhibits 57 to 59, 66 to 68, 82 to 84, and 98 to 100.

TABLE VI

LAKELAND UHS BENCHMARK SALARY RANKING IN LJAC

Year	BA			MA			Sched. Max.
	Min.	6th	Max.	Min.	9th	Max.	
85-86	1	1	6	1	1	1	1
86-87	1	1	1	1	1	1	1
87-88							
Bd.	1	1	2	1	1	1	1
ULE	1	1	1	1	1	1	1
88-89*							
Bd.	1	1	2	1	1	1	1
ULE	1	1	1	1	1	1	1

*4 LJAC settled

TABLE VII

AVERAGE SALARY AND DOLLAR AND PERCENT INCREASE OF
LAKELAND UHS COMPARED TO LJAC DISTRICTS

<u>Year</u>	<u>Average Salary</u>	<u>LUHS Rank</u>	<u>Increase</u>		<u>LUHS \$</u>	<u>Rank %</u>
			<u>\$</u>	<u>%</u>		
1985-86						
LUHS	\$26,644	1	1,330	5.0	7	7
Average						
7 Dist.	21,702		1,774	8.3		
1986-87						
LUHS	31,898	1	3,921	14.0	1	1
Average						
7 Dist.	25,445		2,026	8.4		
1987-88						
LUHS						
Bd.	33,123	1	1,225	3.84	7	7
ULE	33,807	1	1,909	5.98	1	6
Average						
6 Dist.	24,382		1,700	7.0		
1988-89						
LUHS						
Bd.	34,390	1	1,226	3.8	4	
ULE	35,668	1	1,880	5.6	4	
Average						
3 Dist.	28,664		1,813	6.8		

(B. 63, 79, 95, 110)

The following information is derived from Board Exhibits 64, 80, 96, and 111.

TABLE VIII

AVERAGE TOTAL TEACHERS COMPENSATION FOR LUHS COMPARED TO
LJAC AVERAGES FOR SELECTED YEARS

<u>Year</u>	<u>Total</u>	<u>Rank</u>	<u>\$ Inc.</u>	<u>Rank</u>	<u>% Inc.</u>	<u>Rank/7</u>
1985-86						
LUHS	37,950	1	2,685	1	7.6	5
Aver.	31,476		2,465		8.6	
1986-87						
LUHS	44,102 ⁽¹⁾	1	6,143	1	16.2	1
Aver.	34,224		2,776		8.6	
1987-88						
LUHS						
Bd.	42,477	1	1,702	7	4.2	7
ULE	43,315	1	2,540	2	6.23	5
Aver. (2)	32,416		2,246			
1988-89						
LUHS						
Bd.	44,429	1	1,952	4	4.6	4
ULE	45,991	1	2,676	1	6.2	3
Aver. (3)	38,266		2,439		6.9	

(1) This number is reported in B. 80 for 57 FTE. B. 96 gives this number as \$40,775 for 59 FTE. If \$40,775 is the proper number, LUHS would rank 1 in total \$ compensation and in \$ increase.

(2) Average of six districts.

(3) Average of three districts.

The following information on total package settlement costs is derived from Board Exhibits 65, 81, and 97.

TABLE IX

TOTAL PACKAGE COSTS FOR SELECTED YEARS, LAKELAND
UHS AND LJAC AVERAGE IN PERCENT INCREASE

<u>Year</u>	<u>LUHS</u>				<u>Average 7 Districts</u>
	<u>FTE</u>	<u>Cost</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>% Inc.</u>
1985-86	57.00	2,163,163	153,100	7.6	8.6
1986-87	59.00	2,405,730	350,200	16.2	8.6
1987-88					
Bd.	59.00	2,506,157	100,427	4.2	7.0 ⁽¹⁾
ULE	59.00	2,555,594	149,864	6.23	7.0
1988-89					
Bd.	59.00	2,621,324	115,168	4.6	6.9
ULE	59.00	2,713,461	157,867	6.18	

(1) Average, six districts.

The Board also prepared reports of changes at specific benchmark steps from year to year including changes in dollar and percentage increases. The percentage benchmark increases from 1985-86 to 1986-87 represent percentages as follows:

BA	+ 14.9%	MA	+20.8%
BA 6	+ 20.8%	MA 9	+26.3%
BA Max.	+ 16.1%	MA Max.	+ 7.5%
		Sched. Max.	+12.4%

(B. 70-75)

The Board also reported salary schedule increments at BA and MA bases, and increases in dollars and percentages. This information is generally reflected, however, in tables listed above as to the nature of the relationship to LJAC averages.

The average percentage increases from specific benchmark steps in the LJAC in 1985-86 ranged from 6.5% to 9.3%.

Similar information was given on benchmark increases in 1987-88 in six LJAC districts. Here the percentage changes ranged from 4.5% to 6.0%. The Union offer expressed in percentages was below the average at each step except at MA maximum where its 5.0% proposed increase was higher than the LJAC average of 4.5%. The Board was lower than the LJAC averages at every benchmark, and lower than the Union offer at every step except the BA base where both proposed a 5% increase. (B. 86-91).

In its 1988-89 comparison of benchmark salary increases, the Board had data on four settled districts, whereas in comparing average salary settlements, total compensation and total package costs, it used only three districts.⁽¹⁾

In dollars, the Union offer for 1988-89 exceeded the average at five of seven benchmarks. Its percentage increase of 5.0% was below average at each step. The Board's proposed dollar increase exceeded the average only at the BA base, and its percentage increase likewise exceeded the average only at the BA base. (B. 101-107).

B. Secondary Comparisons.

The ULE emphasized comparison between Lakeland UHS and the feeder schools. The following table is abstracted from ULE Exhibits 24-29.

(1) Three districts: Northland Pines, Phillips, Tomahawk. The fourth district is Park Falls.

TABLE X

SALARY RANK FOR SELECTED LANES OF LAKELAND UHS
COMPARED WITH FOUR FEEDER SCHOOLS

Year	BA			MA			Sched.
	Min.	7th	Max.	Min.	10	Max.	Max
83-84	1	1	2	1	1	2	2
84-85	1	2	4	1	2	2	2
85-86	2	2	4	2	3	3	2
86-87	1	1	1	1	1	1	1
87-88							
ULE	1	1	2	1	1	4	1
Bd.	1	1	4	1	1	5	1
88-89							
ULE	1	1	2	1	1	3	1
Bd.	1	1	4	1	1	5	2

Board Exhibits 143-145, 152-154, and 168-170 produce a table substantially as above.

The next two tables are also from ULE exhibits.

TABLES XI AND XII

DOLLAR AND RANK IN PERCENT INCREASES OF OFFERS IN ULE COMPARABLE
DISTRICTS, 1987-88 AND 1988-89

XI.

Year	BA						MA						Sched.	
	Min.	R	7th	R	Max.	R	Min.	R	10th	R	Max.	R	Max.	R
1987-88														
Dollars														
ULE	900	3	1,173	2	1,306	3	1,173	2	1,583	2	1,583	5	1,901	2
Bd.	900	3	900	5	900	5	900	5	900	5	900	5	900	5
Average														
4 Dist.	1,032		1,269		1,625		1,249		1,658		2,004		2,196	
Percent														
ULE	5.00	3	5.00	3	5.00	3	5.00	3	5.00	3	5.00	3	5.00	3
Bd.	5.00	3	3.84	5	3.44	5	3.84	5	2.84	5	2.84	5	2.37	5
Aver.														
4 Dis.	6.33		6.33		6.33		6.33		6.33		6.33		6.33	

(U. 30, 31)

XII.

Year	BA						MA						Sched.	
	Min.	R	7th	R	Max.	R	Min.	R	10th	R	Max.	R	Max.	R
1988-89														
Dollars														
ULE	945	2	1,232	1	1,375	1	1,232	1	1,662	1	1,662	3	1,996	1
Bd.	1,000	1	1,000	4	1,000	4	1,000	4	1,000	4	1,000	5	1,000	5
Average														
4 Dist.	791		978		1,220		963		1,260		1,523		1,658	
Percent														
ULE	5.00	2	5.00	1	5.00	1	5.00	1	5.00	1	5.00	1	5.00	1
Bd.	5.00	2	4.11	4	3.69	4	4.11	4	3.07	4	3.07	4	2.57	5
Average														
4 Dist.	4.50		4.50		4.50		4.50		4.50		4.50		4.50	

TABLE XIII

RANK OF LAKELAND OFFERS IN DOLLAR AND PERCENT INCREASES
1986-87 TO 1988-89 IN ULE COMPARABLE DISTRICTS

Dist.	BA						MA						Sched.	
	Min.	R	7th	R	Max.	R	Min.	R	10th	R	Max.	R	Max.	R
Dollars														
ULE	1,845	2	2,405	2	2,684	3	2,405	1	3,245	2	3,245	5	3,897	2
Bd.	1,900	2	1,900	5	1,900	5	1,900	5	1,900	5	1,900	5	1,900	5
Average														
4 Dist.	1,823		2,247		2,845		2,211		2,918		3,527		3,854	
Percent														
ULE	10.25	3	10.25	3	10.25	3	10.25	3	10.25	3	10.25	3	10.25	3
Bd.	10.56	4	8.10	5	7.25	5	8.10	5	6.00	5	6.00	5	5.00	5
Average														
4 Dist.	11.10		11.10		11.10		11.10		11.10		11.10		11.10	

(U. 34, 35)

The following table is abstracted from ULE Exhibit 36.

TABLE XIV

PERCENT AND DOLLAR INCREASE PER RETURNING TEACHER
IN LAKELAND OFFERS COMPARED TO FOUR DISTRICT AVERAGE

	1987-88		1988-89		1987-89	
	\$	%	\$	%	\$	%
Average	1,989	7.76	1,916	6.94	3,906	14.71
ULE	1,751	5.76	1,747	5.43	3,498	11.19
Diff.	- 238	-2.00	- 169	1.51	- 408	-3.52
Bd.	1,119	3.68	1,125	3.57	2,244	7.25
Diff.	- 870	-4.08	- 791	-3.37	-1,662	-7.40

The schedule structure of these ULE comparable districts is of interest:

<u>District</u>	<u>Steps</u>	<u>Lane</u>	<u>Highest Lane</u>	<u>Steps to MA Max.</u>
Minocqua Jt. 1	17	12	MA + 30	17
Arbor Vitae-W.	17	12	MA + 30	17
Lac du Flambeau	19	9	MA + 12	19
North Lakeland	15	10	MA/BA + 60	15
Lakeland UHS	10	14	PH.D	10

The following table is derived from ULE Exhibits 47 to 54.

TABLE XV

RANKING OF LAKELAND UHS AMONG LJAC AND FOUR FEEDER DISTRICTS FOR SELECTED YEARS

<u>Year</u>	<u>BA</u>			<u>MA</u>			<u>Sched. Max.</u>
	<u>Min.</u>	<u>7th</u>	<u>Max.</u>	<u>Min.</u>	<u>10th</u>	<u>Max.</u>	
83-84	1	1	6	1	1	2	2
84-85	1	1	6	1	2	2	2
85-86	2	2	9	2	3	3	2
86-87	1	1	1	1	1	3	1
87-88							
ULE	1	1	1	1	1	4	1
Bd.	1	1	6	1	1	6	1
88-89							
ULE	1	1	2	1	1	3	1
Bd.	1	1	6	1	1	6	3

The following information is derived from Board Exhibits 151, 167.

TABLE XVI

TOTAL PACKAGE SETTLEMENT COSTS OF LAKELAND UHS AND AVERAGE OF FEEDER DISTRICTS

<u>Year</u>	<u>Cost LUHS</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>Rank</u>	<u>Average % Inc.</u>
1985-86	2,163,163	153,100	7.6	2	8.6 ⁽¹⁾
1986-87	2,513,813	350,200	16.2	1	11.9 ⁽²⁾
1987-88					
LUHS-Bd.	2,506,157	100,421	4.2	2	
ULE	2,555,594	149,804	6.23	2	
Minocqua Jt. 1	1,254,347	101,105			8.8
1988-89					
LUHS-Bd.	2,621,324	115,168	4.6	2	
ULE	2,713,461	157,867	6.18	1	
Minocqua Jt. 1	1,324,759	70,412			5.6

(1) Four Districts, Minocqua Jt. 1 not included

(2) LUHS and Minocqua Jt. 1 average

The following information is derived from Board Exhibits 150, 166, 182, 198.

TABLE XVII

TOTAL TEACHERS COMPENSATION OF LAKELAND AND AVERAGE OF FEEDER DISTRICTS AND RANK OF LAKELAND

<u>Year</u>	<u>Total</u>	<u>Rank</u>	<u>\$</u>	<u>Rank</u>	<u>%</u>	<u>Rank</u>
1985-86						
Lakeland	37,950	1	2,685	3	7.6	3
Average ⁽¹⁾	32,417		2,391		8.0	
1986-87						
Lakeland	44,101	1	6,143	1	16.2	1
Average ⁽²⁾	39,010		4,261		11.9	
1987-88						
LUHS						
Bd.	42,477	1	1,702	2	4.2	2
ULE	43,315	1	2,540	2	6.23	2
Minocqua						
Jt. 1	38,963		2,973		8.8	
1988-89						
LUHS						
Bd.	44,429	1	1,952	2	4.6	2
ULE	45,991	1	2,670	1	6.18	1
Minocqua						
Jt. 1	38,963		2,070		5.6	

(1) 4 District average. Minocqua Jt. 1 not reported.

(2) Only Minocqua Jt. 1 included. Lakeland and Minocqua averaged.

The following table on Lakeland UHS and feeder districts is derived from Board Exhibits 149, 165, 181, 197.

TABLE XVIII

COMPARISON OF AVERAGE SALARY AT LAKELAND UHS AND FEEDER DISTRICTS

<u>Year</u>	<u>Average</u>	<u>Rank</u>	<u>\$ Inc.</u>	<u>Rank</u>	<u>% Inc.</u>	<u>Rank</u>
1985-86						
Lakeland ⁽¹⁾	27,974	1	1,330	4	5.0	4
Average ⁽¹⁾	25,069		1,757		7.6	
1986-87						
Lakeland ⁽²⁾	31,510	1	3,532	1	12.6	
Average ⁽²⁾	28,661		2,690		10.2	
1987-88						
LUHS-Bd.	33,123	1	1,225	2	3.84	2
-ULE	33,807	1	1,909	2	5.98	2
Minocqua Jt.1	27,999		2,066		8.00	
1988-89						
LUHS-Bd.	34,390	1	1,226	2	3.8	2
-ULE	35,688	1	1,881	1	5.6	2
Minocqua Jt.1	29,729		1,730		6.2	

(1) 4 Districts. Minocqua Jt. 1 not reported.

(2) Only Minocqua Jt. 1 included. Lakeland & Minocqua averaged.

C. Other Groups of Comparables.

ULE made comparisons of Lakeland UHS with a group of four feeder districts and three LJAC districts.

The following table is abstracted from ULE Exhibits 55 and 56.

TABLE XIX

RANK OF LAKELAND OFFERS IN PERCENT AND DOLLAR INCREASES
1987-88 TO 1988-89 IN 3 LJAC DISTRICTS AND 4 FEEDER
DISTRICTS, AND AVERAGES OF 8 SCHOOLS

Percent	BA						MA						Sched.	
	Min.	R	7th	R	Max.	R	Min.	R	10th	R	Max.	R	Max.	R
ULE	5.00	4	5.00	3	5.00	3	5.00	3	5.00	3	5.00	3	5.00	3
Bd.	5.29	3	4.11	5	3.69	5	4.11	5	3.07	5	3.07	5	2.57	6
8 Dist.														
Aver.	4.84		4.84		4.84		4.84		4.84		4.84		4.84	
<u>Dollar</u>														
ULE	945	3	1,232	2	1,375	3	1,232	1	1,662	1	1,662	5	1,996	1
Bd.	1,000	2	1,000	7	1,000	8	1,000	6	1,000	8	1,000	9	1,000	9
8 Dist.														
Aver.	845		1,044		1,291		988		1,325		1,557		1,676	

The Union compared changes from 1986-87 to proposed changes in 1988-89 under the offers. The following table is abstracted from ULE Exhibits 57 and 58.

TABLE XX

RANK OF LAKELAND OFFERS IN DOLLAR AND PERCENT INCREASES
1986-87 TO 1988-89 IN 3 LJAC DISTRICTS AND 4 FEEDER DISTRICTS

Dollar Increase	BA						MA						Sched.	
	Min.	R	7th	R	Max.	R	Min.	R	10th	R	Max.	R	Max.	R
ULE	1,845	4	2,405	3	2,684	5	2,405	1	3,245	2	3,245	7	3,897	2
Bd.	1,900	3	1,900	9	1,900	10	1,900	8	1,900	9	1,900	9	1,900	9
8 Dist.														
Aver.	1,828		2,225		2,831		2,124		2,804		3,383		3,642	
<u>Percent Increase</u>														
ULE	10.56	6	10.25	6	10.25	7	10.25	6	10.25	5	10.25	7	10.25	7
Bd.	10.25	7	8.10	8	7.25	8	8.10	7	6.00	7	6.00	8	5.00	8
8 Dist.														
Aver.	11.14		10.97		11.23		11.06		10.83		11.14		11.10	

The Board in Exhibits 209 to 211 ranked Lakeland with the four feeder districts and eight other districts including Phillips, Park Falls, Three Lakes, Medford, Northland Pines, Ashland, Phelps and Rhinelander for comparables in 1987-88 and 1988-89 as of June 1988. The following table is an abstract.

TABLE XXI

RANK OF LAKELAND AT BENCHMARKS AMONG 13 DISTRICTS FOR SELECTED YEARS

Year	BA			MA			Sched.
	Min.	10th	Max.	Min.	10th	Max.	Max.
1984-85	1	2	5	1	3	2	2
1985-86	3	6	12	2	4	4	3
1986-87	1	1	2	1	1	3	1
1987-88							
ULE	1	1	3	1	1	5	1
Bd.	1	1	6	1	1	5	1
1988-89							
ULE	1	1	3	1	1	5	1
Bd.	1	1	6	1	1	5	2

Union Exhibit 61 reported that the average dollar increase for a returning teacher in 249 districts with a 31,663 FTE was \$1,819. In the Lumberjack Conference without Lakeland it was \$1,812 with 531 FTE. In CESA 9 it was \$1,880 with 1,857 FTE.

Union Exhibit 62 reported that for 1988-89 settlements the average dollar increase was \$1,835 in 241 districts with 27,437 FTE. In the Lumberjack Conference the average dollar increase was \$1,836 in seven districts with 324 FTE. In CESA 9 the average dollar increase per returning teacher was \$1,891 in 13 districts with 1,645 FTE.

Statewide Lakeland UHS ranked 30th in the state in average yearly salary in 1984-85, and by 1985-86 it was 17th. (U. 63, 65).

ULE Position on Wage Comparisons in Comparable Districts Summarized. ULE believes wage comparison is the most important factor for consideration. It holds that the primary comparables are those between Lakeland UHS and the four feeder schools, and that the LJAC is a secondary set of comparables. It supports the benchmark system for comparison and asserts that its Exhibit 35 shows that the Board offer exceeds the primary comparables only at the BA minimum and falls off drastically at every step above, where it is below the average of the comparables in a dollar amount. The ULE offer fluctuates from \$22 above the average at BA minimum to \$282 below the average at the Schedule Maximum, whereas the Board offer goes from \$77 above at the BA minimum to \$1,627 below at the Schedule Maximum. ULE says that when percentages are considered between the offers and the feeder schools' averages, ULE is about 0.8 percent below the average, but the Board is from 3 to 5 percent below at the benchmarks, and 5 percent represents one year salary gain in the comparable districts.

The same relationships between the offers described above also holds when the secondary comparable districts of the LJAC are considered. This makes the ULE offer much to be preferred.

ULE also points to its Exhibit 36 which lists percent and dollar increases per returning teacher for the period 1987-88 to 1988-89 and shows that the Board offer results in a sum which is \$1,662 less than the average per returning teacher for the same period in the four feeder schools. The Board's offer would bring the returning teacher average to \$2,244 whereas the average in the feeder districts is \$3,498. ULE acknowledges its own offer produces a result 3.52% below the average, but the Board offer is 7.46 percent below.

ULE strongly objects to what it contends is an 11 percent compression of the salary schedule. This would be a basic change in salary schedule and pay relationships where there was a relationship of 212 percent between entry level and schedule maximum. This is the type of salary structure change against which arbitrators have forcefully spoken. ULE cites cases in which arbitrators opposed freezing of increments, departure from a voluntarily negotiated schedule, change in longevity payments, changes in an index system, changes in a percentage per cell, changes in initial hiring rates that disrupt relationships with other teachers.

ULE notes that the parties maintained the 212 percent relationship between entry level and the schedule maximum.

ULE notes that the average salary in Lakeland has ranked toward the top in statewide comparisons.

Board's Position on Wage Comparisons with Comparable Districts Summarized.

The Board holds that the athletic conference schools form the proper set of comparables and the feeder schools are only secondary. The Board asserts at the outset that the very large settlement ULE received in 1986-87 must be given weight in the present matter. The Board agreed to a change in the structure of the salary schedule to get rid of the index system which produced "tremendous imbalance" between the lower and higher points of the salary. The Board bought out indexing, and the parties mutually agreed to the present salary schedule of ten steps which replaced the expanded schedule. The Board said it understood the past negotiations were to produce new negotiations based on an equal number of dollars per cell. The 1986-87 offer thus resulted in a 16.2% package settlement cost, which now ULE does not refer to at all in its exhibits.

The Board notes that its final offer is less than the average total compensation settlement in LJAC, but this must be viewed in light of the average total compensation of Lakeland teachers as compared to other schools and also in the light of the three year average from 1986-87. The Board says that taking the three year average, the Board's percent increase per year averaged 8.33% compared to the LJAC average of 7.5% per year. The Union offer here would produce a 9.5% average per year.

The Union exhibits do not include a percent increase for 1986-87 when it received a windfall, but arbitral authority supports acknowledgement of windfalls.

The Board points to the 1986-87 average total compensation for Lakeland teachers of \$44,102 as compared to the LJAC teachers of \$34,224. The average Lakeland teacher salary increase was \$6,143 per teacher as compared to the LJAC average of \$2,776. The Board notes that its offers for 1987-88 and 1988-89 are less therefore than the LJAC averages, but the ULE offer still asks for an increase in excess of the LJAC average.

The Board also holds its offer is more reasonable when considered in terms of dollars. The Board's final offer in this matter averages \$778 per teacher per year for a three year period than does the LJAC average. The ULE offer results in \$1,299 per year more than the average.

The Board notes that its final offer for total compensation in 1988-89 results in an average per teacher of \$6,203 more than the LJAC average. For the ULE the amount would come to \$7,725 higher than the average.

The Board rejects as basically meaningless those ULE exhibits which show the ranking of Lakeland in statewide averages. Statewide averages do not reflect labor market areas, geographic wage differentials, or in this case any substantial erosion of position at Lakeland.

The Board, although noting the historical importance of the use of benchmarks, considers them to have little rational for utilization. However if they are used, the number of increments required to go from the beginning salary to the top of each lane becomes important. The Board contends that no district in either LJAC or the feeder schools have reduced the increments so favorably as Lakeland where in each category there are only 10 steps. In the others, steps range from 12 to 19. In Lac du Flambeau a teacher with a Master's Degree and additional credits would have to serve 19 years to reach the top. A Lakeland teacher would reach the top 9 years earlier. The Board provided charts to show that the 10 steps in the Lakeland schedule were below the averages in LJAC and the feeder schools.

The Board contends that in practically every case of every benchmark, and in average salary and schedule maximum, the Board has ranked first. It contends that prior to the 1986-87 settlement it ranked 6th. The fact that the Board offer ranks 2 in the 1987-88 and 1988-89 BA maximum is offset by the facts that this is the only place where the Board offer is second, that a teacher has only 10 years to reach this level, and that prior to 1986-87 the Lakeland position was 6.

The Board stresses that average total compensation for teachers in Lakeland was well above the LJAC average in 1986-87 and will be also in 1987-88 and 1988-89. The Board holds that the exhibits point to the conclusion that the Board's offer is the more reasonable one.

The Board contends that the ULE exhibits do not compare average salary and average total compensation, and do not reflect the 1986-87 settlement.

The Board emphasizes that teachers in Lakeland receive top salary three to seven years earlier than teachers in other districts. It also rejects the ULE contention that it is attempting to change the salary schedule and contends that the schedule already was changed in the 1986-87 agreement. The Board further contends there is no historical background for a 211% difference between the lowest level and the top in the schedule.

The Board also rejects a ULE contention that its offer depresses wages for the most experienced teachers, noting its offer of \$1,900 plus 30% fringes increase in two years. The Board also notes that it is still paying longevity for those teachers grandfathered into it in 1986-87.

Commenting on benchmarks, the Board asserts that they are arbitrary and meaningless when comparing schedules with varying steps. The new trend is to compare dollar costs. Comparison of step increases rather than the actual total dollars is opposed by the Board.

Discussion. The evidence here is that in total dollar costs of salary at the benchmark comparisons, in average salary, and in average total compensation, Lakeland offers, both ULE and the Board, are at the highest or nearly highest rank among primary comparables, secondary comparables, and a combined list of primary and secondary comparables. (Tables VI, VIII, X, XV, XVII, XVIII, XXI). Only at the BA and MA maximums does the Board offer fall below first rank, but in Lakeland the BA and MA maximums are achieved by fewer increments than in comparable districts. (Tables VI, X, XV, XXI). However in actual dollar costs for average salary and average total compensation, both Lakeland offers rank first. (Tables VII, VIII).

As to dollar increases and percentage increases at steps and in average salary, the exhibits show that the Board offer is low, and the Union offer at the higher end of the comparisons. (Tables XIX, XX, also VII, VIII).

This raises the question as to whether the Board, whose offer would retain for the most part the first rank at the benchmarks, and also in average salary and total compensation, would need to be higher to more nearly match the dollar and percentage incremental increases of the comparable districts as the ULE offer more nearly does. A comparison of dollar and percentage incremental changes is a valuable method of measuring and determining the reasonableness of offers, but the end result, namely the dollar amount received by the employee at the steps and as an average, is the better gauge for measuring the adequacy of the effort of the Employer to meet a comparable wage level. Where the Employer offer produces the highest wage level, it is a reasonable effort and should not require a further effort to become comparable in incremental or

percentage increases. The comparison then is more correctly determined by the dollars received by the employee. Where the salary or wage is highest under the Employer's offer, the offer becomes a reasonable one for comparison purposes.

Thus the Board offer here on wages is considered reasonable because although it is not comparable in the increase in increments dollar or percentage wise, it retains the district's high position in rank of dollars paid.

ULE has emphasized that the Board is compressing the ratio between the pay rate of MA minimum and schedule maximum, asserting it should be at a ratio of 100 to 212. The Board offer in 1988-89 ends with a ratio of 100 to 201. The record does not reveal whether the Lakeland ratio of 100 to 212 has been a longstanding ratio. A review of the exhibits reveals varying ratios of this type in comparable districts, some being at about 100 to 200. Ratios in Union High Schools in the Union exhibits reveal widely varying ratios with the mode being in the neighborhood of 100 to 200. The proposed ratio from the Board offer of 1988-89 of 100 to 201 does not seem an excessive compression particularly with the high range of Board average salaries.

It should be noted here that the judgment rendered that the Board's offer is the more reasonable is not based on the concept that the 1986-87 agreement should have resulted in offers only based on equal dollar increments per cell and that the percentage offer of the Union re-introduces the index system. The evidence available to the arbitrator does not indicate that ULE committed itself to the concept of equal dollar increments.

Further the ULE offer does not produce a rigid pre-determined index system, although any schedule can be reduced to an index which is simply a relationship of numbers to a base number.

In sum, as to comparison of the Board offer on wages, with wages both among primary and secondary comparables, the Board offer bringing wages generally to first in rank among comparables, represents a reasonable offer.

X. COMPARISON OF WAGES OF PUBLIC EMPLOYEES GENERALLY. The parties in the matter did not furnish data relating to the salaries of public employees generally. Such information specifically on this type of comparison that the arbitrator has come from testimony at public hearings. Mr. John Dewey, Minocqua, retired, asserted that the Police Chief gets \$26,300, the Superintendent of Public Works \$24,000. A full-time Town of Minocqua chairman was paid \$18,871, while the Clerk was paid \$15,338. He supplied no documentary evidence. Mr. Forrest Johnson, a teacher of 40 years, contended that the responsibilities of a teacher as compared to other municipal employees is very great, and he noted that he had the responsibility for 100 children a day to whom he was a surrogate parent. Joseph Christman, a teacher, stated at a hearing that teachers now have problems

that the public needs to appreciate. These include problems of alcohol, drugs, and suicide, which other public employees do not have; and to deal with them the teacher has to be on full duty every hour six times a day.

On this type of comparison ULE holds that the record is void of any comparable data. The Board holds that the Chief of Police, the Superintendent of Public Works, and Town Chairman have positions comparable in responsibility to teachers, and the average salary of teachers is far in excess of the salaries paid these positions.

ULE Exhibit 68 was a news report in the Lakeland Times of June 24, 1988, reporting that Lakeland Union High School Administrators received an 8 percent increase, which followed a 4 percent year in the previous year. A Board member was reported as stating the Board made the 8 percent increase because the previous year increase was low.

The question here is as to which types of public employees are comparable to teachers who have a professional status. Engineers, attorneys, and social workers have some similarity based on time in higher education. The record here is insufficient to make an absolute judgment, but it is reasonable to conclude that the offers of both parties here are favorably comparable to what other public employees in the area are receiving, and also to administration averaged increases over three years.

XI. COMPARISON OF OFFERS TO WAGES OF PRIVATE EMPLOYEES. The subject of wage comparison between the Lakeland teachers and incomes of employees in the private sector in the area of the District was the subject of persons speaking in the public hearing. School Director Roland Hitchler stated that the average income in the area was \$15,000. Mr. Ron Furry, a truck driver, said the average income in private employment was \$12,000 a year. Gerald Inman, Professional and Consulting Engineer and Land Surveyor, said he could not afford to pay employees for professional help what the teachers are getting.

As to data, Board Exhibit 49 reported that in the LJAC in 1986, the mean total income in Lakeland reported as Wisconsin income was \$18,209. The mean taxable income in Lakeland was \$13,977, and the mean tax paid was \$1,105. In this matter of income, Lakeland was 5th among seven in mean total income, 5th in mean taxable income, and 4th in mean tax paid among comparable districts.

ULE Exhibit 91 gave a summary of a report known as the "Endicott-Lindquist" report which describes hiring rates for college graduates with a Bachelor's Degree, and compared them with the average Wisconsin rate for newly hired teachers with a Bachelor's Degree. In 1987 the Endicott average for ten different categories of occupation was \$23,696 and for the Wisconsin teacher it was \$17,513. The spread between the Endicott average and the lower teacher average increased from \$3,441 in 1978 to \$6,183 in 1987. A similar type of relationship existed between the average of a group of professional activities for graduates with a Master's Degree and the average of teachers with a Master's Degree newly hired after college. The Endicott-Lindquist report is a product of Northwestern University.

ULE asserts that the "Endicott" report shows that teachers' salary schedules should be greatly enhanced to be comparable to other professional positions.

Board Exhibit 228, an untitled document, lists arguments against the conclusion of ULE. The arguments are that the Endicott sample is not representative of the population of college graduates in general, but rather is skewed toward technical vocations now in demand among large corporations. Further it is not proper to compare compensation in one occupation with that in another. Also there are markedly different conditions in employment for teachers as compared to those in other professional occupations. Teachers have greater security, and are not laid off or dismissed as easily as private employees. Also teachers' fringes are greater, and teachers have a substantially shorter work year. It is the contention of the Board that when the proper corrections and weighting are applied to the Endicott figures, the teachers come out on a more comparable basis considering their 190 day work year.

Discussion. It is the arbitrator's conclusion that while the exact data is not present for the comparison of Lakeland teachers to private employment in the Lakeland area, yet it is reasonable to conclude that the teachers' salaries are competitive to private employees on the average. As to the use of national figures about the pay of teachers with other professionals, the information supplied here would lead to the conclusion that beginning teachers' wages are less comparable to the wages of some other professionals with an engineering or exact science training.

XII. EXTRACURRICULAR PAY SCHEDULE. The parties are proposing to add to the Extracurricular Pay Schedule three positions in new activities. These are Mock Trial where ULE proposes a 6 percent of pay base as compared to the Board's offer of 3 percent. There is a position relating to the National Honor Society where the ULE offer is 3 percent and the Board offer is 1.5 percent, and a position known as DECA for which the compensation would be at 3 percent under the ULE offer and 1.5 percent under the Board offer. "DECA" is an abbreviation of "Distributive Education Clubs of America." There are no positions like these in any of the LJAC or feeder schools.

There was almost no discussion on these issues by the parties. ULE says that its offer is fashioned according to its salary offer. The Board's testimony was minimal. The evidence is insufficient to make an absolute judgment, but the opinion of the arbitrator here is that if the persons assigned to these positions have to develop them initially, then the ULE position on compensation is the more reasonable one.

XIII. CROWD CONTROL AND BUS CHAPERONE ASSIGNMENTS. ULE is proposing that the compensation for Crowd Control and Bus Chaperone Assignments be raised to \$18.00 per event. The Board offer would continue Bus Chaperoning at \$4.50 per hour and Crowd Control at \$10.50 per event. Mr. Gerald C. Sislo, school administrator, stated that a 50 mile bus trip and event might take from four to five hours, whereas crowd control would take about 2-1/2 hours as the person could leave at half-time.

Board Exhibit 45 shows that five of the six other LJAC districts have either a more favorable hourly rate for bus chaperone or an event cost that is likely to reward the person assigned with higher compensation than the Lakeland Board offer. In crowd control assignments all six districts have more favorable conditions than the Board offer here. The conclusion is that the Union offer on bus chaperones and crowd control generally is more comparable than the Board offer.

XIV. INSURANCE COSTS. The Board is proposing to cap health and dental insurance at the present known costs. It argues that since this arbitration is taking place in the second year of a two-year agreement, the cost differences are insignificant. A review of ULE Exhibits 59 and 60 reveal that practically all of the LJAC and feeder districts pay 100 percent of the single person health and dental premium and a large majority of them also pay 100 percent for the health and dental premiums of families. Lakeland has done so. The matter then is one of whether the principle of capping insurance costs through contract language should occur here, absent voluntary agreement. The record is devoid of whether caps of this sort exist in any of the other districts, although it is clear that in some cases for some categories of health and dental insurances employees in a minority of cases are required to make a contribution. Absent evidence that the capping of insurance as proposed here is prevalent, it must be concluded that the ULE offer of continuing present contract language on health and dental insurance more nearly meets comparable conditions.

XV. COST OF LIVING. Board Exhibits 218 to 222 were reports on the changes of the Consumer Price Indexes from August 21, 1987, to November 23, 1988. By August 1987 the CPI for Urban Wage Earners and Clerical Workers (CPI-W) had increased 3.9 percent from the previous year, and for the Milwaukee region it had increased 2.8 percent. Similar figures for Nonmetro Areas were not available. In August 1988, the CPI-W for the nation had gone up by 4.0 percent and in the Milwaukee area by 4.1 percent. What the conditions are in the Lakeland region is not available. Table I above shows that the cost of the Board offer for 1987-88 is 4.2 percent while the ULE offer is 6.23 percent. In 1988-89 the Board offer is 4.6 percent while the ULE offer is 6.18 percent. The conclusion here is that the Board offer departs less from the changes in the CPI-W for two years than does the ULE offer and hence more nearly fits the statutory criterion.

XVI. OVERALL COMPENSATION. The comparative positions of overall compensation is reported in the summary shown in Table VIII foregoing. This table shows that although the Board offer results in a lower total compensation for the average teacher than the ULE offer, yet among the LJAC comparable districts both offers would rank first. A similar condition is shown in Table XVII where Lakeland UHS is compared to feeder schools. The Board and Union offers however both represent a much lower increase per benchmark than do comparable districts, primary or secondary. The ULE argues that this low salary and fringe benefit increase among the primary and secondary comparables justifies recognition of its offer. The Board

stresses the fact that its offer which increases average total compensation for each teacher is indeed generous going from \$40,775 in 1986-87 to \$44,429 in 1988-89.

The conclusion here is that the Board's offer results in a reasonable offer and a favorable one among comparable districts.

XVII. RECALL. The Board is proposing to change Article 19, Paragraph C of the previous agreement to read that, "Teachers laid off under the terms of this article shall be given priority for such vacancies that shall occur in their area of certification for a period of two (2) years following the lay off." The past provision provides for three years. Board Exhibits 42 and 43 showed that three of the four feeder schools had a two year recall period and one a one year period. Among LJAC schools, other than Lakeland, one had a three year recall, one a two and one-half year recall, three a two year recall and one a one year recall.

ULE objects to the Board's attempt to change the recall provision without bargaining and offering a quid pro quo. The Board argues that its position is the more comparable one.

It is the conclusion here that the Board's offer on the length of the recall period is the more comparable one to the practice in primary and secondary districts.

XVIII. EARLY RETIREMENT MEDICAL BENEFITS. The Board is proposing that, "Employees accepting early retirement medical benefits are not eligible for benefits under Article IX." Article XVIII of the previous agreement which provides for early retirement specifically allows in Paragraph F an employee electing early retirement to participate in the District's group health care program until age 65 or the employee becomes eligible for Medicare, among other things, but the District will not pay a contribution more than one-half of its regular contribution. Article IX deals with Leave, and in Section A provides that upon retirement the accumulated sick leave through 40 days will be multiplied by 1/2 the substitute's current daily wage, and this money will be applied toward health insurance premiums.

ULE objects to this change, asserting the Board did not bargain for it nor provide a quid pro quo.

The Board contends that the reference to Article "IX" is a misprint and Article X is meant since Article IX deals only with "Leaves" and Article X (10) with "Insurance." The Board argues that retiring employees under Article 18, F should not receive the benefits under Article 10 as this would amount to double coverage.

The arbitrator is of the opinion, first, that he cannot change the actual language of the Board offer which cites "Article IX", and, second, that the Board proposal is more meaningful when considered in light of the paragraph of Article IX above which addresses retirement, rather than in the light of Article X which addresses the matter of insurance "for the entire term of employment" rather than in retirement.

The arbitrator is of the opinion that the Board has not met the burden of proof of the need for this change.

XIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. No changes have been noted during the pendency of these proceedings.

XX. INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS. The matter of the ability to pay will be addressed first. ULE asserts that the Board has the ability to pay the costs of either offer and that the Board has made no claim of inability to pay. Lakeland UHS has a low levy rate and a high valuation per pupil and that when this low levy rate is combined with rates in feeder districts, the Lakeland rate is still a low rate.

The Board says that although the Board is not raising the issue of the inability to pay, a look should be taken at the general level of the income of the people in the area. The last census data available, that of 1980, showed that at that time 8.8% of the families were in poverty and 13.4% of persons over 16 were unemployed. (B. 46). It also notes that the cost of its administration was substantially higher than those of other LJAC districts, being \$1,300 higher than the average per pupil in 1984-85 and in 1986-87, \$2,038 higher than the average of \$4,001. (Bd. 47, 53). The Board also notes that Lakeland UHS is one of two schools that does not receive any aids, and the burden of the District is borne entirely by the taxpayers.

The arbitrator is of the opinion that the Board can afford either offer and notes especially its high valuation per pupil.

As to whether or not it is in the interest of the taxpayers to meet the ULE offer, ULE presented a series of exhibits to support its position. Some of the propositions argued by ULE include the contention that teachers' unions are not a barrier to reform, (ULE 71) and that teachers in the United States deserve more respect in view of the difficult requirements for successful teaching. (ULE 72). There is a need to upgrade teachers' starting salaries from \$17,000 to \$25,000 to get a good school system in the nation. (ULE 73). Teachers, professors, and nurses have fallen far behind other colleges in their salaries. (ULE 74).

Further, public opinion polls show support for increased funding of public education at every level of government. (ULE 76). A 1987 NEA survey shows that a majority of people believe teacher salaries are too low and favor allocating more funds to increase salaries and that they should not earn less than other professionals. (ULE 77, 78, 79).

Among other things, freshmen women are less interested in teaching, but the demand is growing, and average annual salary for teachers is not below that of other professionals but of buyers and mail carriers. (ULE 80).

ULE contends that at selected steps the percentage increase for teachers' salaries has not kept pace with the percentage increase of per capita income in Wisconsin. (ULE 82, 89).

ULE also asserts that when the effects of price inflation are taken into account, the average teacher salary has grown only by 6.5% from 1976-77 to 1986-87.

ULE believes that the Board offer will depress wages for the most experienced teachers, and this could mean experienced staff would look elsewhere for employment.

The Board on the other hand contends that the ULE exhibits with respect to Wisconsin per capita personal income and the CPI are deceptive. Although the Wisconsin per capita income increased 433.8% from 1966 to 1986 compared to an 230.3% increase in the CPI, yet the average teacher's salary increased 315%. To this must be added fringe benefits of 30%, which would bring the teacher's total compensation to 416%. The same type of reasoning can be applied to the average Wisconsin teacher's salary in which it can be shown that it has increased in the last ten years, without considering fringes. Further if the average Wisconsin teacher's salary in 1986-87 was \$27,000, in that same year it was \$31,898 in Lakeland.

Discussion. It is the conclusion that in the long run, the need for more effective education will require higher starting salaries for teachers. However currently the interests and welfare of the public in the Lakeland District are being met in the high average total compensation under the Board offer.

XXI. OTHER FACTORS. ULE strongly asserts that the Board is changing the status quo of relationships without justification and without more appropriately addressing them at the bargaining table. These changes include a compression of the salary schedule, early retirement benefits, recall rights, and insurance protection. ULE cites arbitral authority for opposition to changing the status quo without justification.

ULE contends that the Board has not met the burden of proof for its changes.

The Board holds that it did negotiate on the salary schedule, and that its recall position is justified by comparables. It contends that ULE is emphasizing these side issues because its position on the main issue of wages is unsupportable.

Discussion. The arbitrator is of the opinion that the Board is making certain changes from the status quo without sufficient proof of support for its proposed changes. These changes are however only in the matter of capping insurance and limiting retirement benefits.

XXII. SUMMARY. The following is a summary of judgments on the offers with respect to the factors to be weighed by the arbitrator.

1. There is no question of the lawful authority of the Employer to meet either offer.

2. The parties have stipulated to all other matters between them.

3. The primary group of comparable districts for Lakeland Union High School are those in the Lumberjack Athletic Conference. The feeder schools comprise a secondary district.

4. The Board offer on wages in comparison to wages both in the primary and secondary districts represents a reasonable offer.

5. The offer of both parties compare favorably to what other public non-teaching employees in the area are receiving.

6. Though the exact data are not available for comparison, it is reasonable to conclude that teachers' salary under both offers are competitive on the average to income of persons in private employment in the Lakeland area.

7. As to the extracurricular pay schedule, though an absolute judgment on data cannot be made, it is the arbitrator's opinion that the ULE offer is the more reasonable if the new positions are to be developed.

8. The Board offer departs less from the changes in the CPI than the ULE offer and therefore more nearly fits the statutory criterion.

9. In overall compensation, the Board's offer results in a reasonable offer and a favorable one when compared to other districts.

10. The ULE offer on Crowd Control and Bus Chaperones is generally more comparable than the Board's offer.

11. As to insurance costs, the ULE offer more nearly meets comparable conditions.

12. On length of recall, the Board offer is the more comparable one.

13. On changes in the early retirement benefit, the Board has not met the burden of the proof for this change.

14. No changes have been noted during the pendency of these proceedings.

15. Currently the interests and welfare of the public in the Lakeland District are being met in the average total compensation under the Board offer.

16. As to other factors, the arbitrator is of the opinion that the Board is making certain changes from the status quo without sufficient proof of support for its proposed changes. However, these are only in the matters of capping insurance and limiting early retirement benefits.

The factors of preponderant weight here are those relating to wages, total compensation, cost of living, and the interests and welfare of the public. The Board offer in each of these factors represents a reasonable offer. Therefore the following Award is made.

XXIII. AWARD. The Agreement between the United Lakeland Educators, UniServ Council No. 18 and the Lakeland Union High School District shall include the offer of the District.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

DATE

February 20, 1984