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**WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION**

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In the Matter of the Petition of :  
BLACK HAWK EDUCATION ASSOCIATION : Case 12  
To Initiate Arbitration Between : No. 41176 INT.ARB-5044  
Said Petitioner and : Decision No. 25841A  
BLACK HAWK SCHOOL DISTRICT :  
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Appearances:

Mr. Kenneth Pfile, Executive Director, South West Teachers United, Livingston, WI 53554, for Black Hawk Education Association.

Mr. Thomas Gans, Wisconsin Association of School Boards, Madison, WI 53703, for Black Hawk School District.

ARBITRATION AWARD

Black Hawk Education Association, hereinafter referred to as the Association, and the Black Hawk School District, South Wayne, Wisconsin, hereinafter referred to as the District, having, in the spring and summer of 1988, engaged in collective bargaining in an effort to reach an accord on the terms of a collective bargaining agreement to be in effect from July 1, 1988 to June 30, 1990, to succeed an agreement which expired on June 30, 1988, covering all certified personnel, excluding substitute teachers, CESA personnel, full-time principals, curriculum coordinators, and the Superintendent. On October 12, 1988 the Association filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the WERC, requesting the latter agency to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation

in the matter, the WERC, on January 6, 1989 issued an Order wherein it determined that the parties were at an impasse in their bargaining, and therein the WERC certified that the conditions for the initiation of arbitration had been met, and further therein the WERC ordered that the parties proceed to final and binding arbitration to resolve the impasse existing between them, and in that respect the WERC submitted a panel of seven arbitrators from which to select a single arbitrator. After being advised by the parties that they had selected the undersigned, the WERC on February 15, 1989, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, and to issue a final and binding award by selecting either of the total final offers proffered by them to the WERC during the course of the WERC's investigation.

On February 17, 1989 the undersigned, by letter, suggested various dates for the conduct of the arbitration hearing, and thereafter the parties agreed that the matter be heard on April 25, 1989. The Arbitrator met with the parties on the latter date in the offices of the District in South Wayne, Wisconsin. Certain members of the Association's Bargaining Committee were present, as were certain members of the District's Board. Formal hearing was conducted, during which the parties were afforded the opportunity to present evidence and argument. The hearing was not transcribed. Post hearing briefs were simultaneously filed and were received by the Arbitrator on June 3, 1989, on which date the Arbitrator caused said briefs to be exchanged.

### Proposals in Issue

Final offer proposals in issue relate to teacher salaries for the two years of the successor agreement, and, while there is no issue with respect to the District's assumption of the full cost of health insurance, and vision insurance, the language pertaining to same is in issue.

### Salaries

In its final offer the Association proposes that the Bachelor's base salary be increased by \$1,158 for the year 1988-1989, and by \$1,125 for the year 1989-1990, which increases would yield, for the 44.57 full time equivalent teachers, an average salary increase of \$1,826 for the first year, and \$1,794 for the second year, amounting to average salary increases of 7.58% and 6.92% respectively.

The District's final offer on salaries would increase the Bachelor base by \$1,053 for 1989-1989, and by \$803 for 1989-1990, thus generating an average teacher salary increase of \$1,674 (6.95%) for the first year of the agreement, and \$1,325 (5.14%) for the second year. The salary schedule set forth in the 1987-1988 agreement between the parties is attached hereto as Appendix A. The salary schedules which would generate from the Association's offer, are reflected in Appendix B, while those generated from the District's offer are reflected in Appendix C.

### Insurance

The 1987-1988 bargaining agreement between the parties contains the following provisions with respect to the payment of health and

vision insurance (ARTICLE VI, A, 1 and 3):

"1. For those who choose to participate, the Board will pay the Association's designee \$272.70 per month for each teacher with dependents and \$94.32 per month for each teacher without dependents for health insurance.

. . .

3. For those who wish to participate, the Board will pay the Association's designee \$7.85 per month for each teacher with dependents and \$2.97 per month for each teacher without dependents for vision insurance."

The Association proposes that the provisions relating to health and vision insurance read as follows:

"1. For those who choose to participate, the Board will pay the Association's designee \$272.70 per month for each teacher with dependents, and \$94.32 per month for each teacher without dependents for health insurance. For the 1989-1990 year, the Board will pay the same proportions.

. . .

3. For those who choose to participate, the Board will pay the Association's designee the full cost of the monthly premium for each teacher with or without dependents for vision insurance."

The District proposes that the pertinent provisions read as follows:

"1. For those who choose to participate, the Board will pay the Association's designee \$272.70 per month for each teacher with dependents and \$94.32 per month for each teacher without dependents for health insurance in the 1988-1989 school year. In the 1989-90 school year, the Board will pay a stated dollar amount equal to 100 percent of the family health insurance premium in 1989-90 for each teacher with dependents and a state dollar amount equal to 100 percent of the single health insurance premium in 1989-90 for each teacher without dependents for health insurance.

. . .

3. For those who choose to participate, the Board will pay the Associations' designee \$7.85 per month

for each teacher with dependents and \$2.97 per month for each teacher without dependents for vision insurance in 1988-89. In the 1989-90 school year, the Board will pay a stated dollar amount equal to 100 percent of the family vision insurance premium in 1989-90 for each teacher with dependents and a stated dollar amount equal to 100 percent of the single vision insurance premium in 1989-90 for each teacher without dependents for vision insurance."

#### Total Package Costs

The Association's proposal would, per returning teacher total package cost for the 1988-1989 school year, generate an increase of \$2,612 (8.42%), and for the 1989-1990 school year an increase of \$3,052 (9.07%). The District's offer in said regard would in the 1988-1989 school year, generate a total package increase per teacher amounting to \$2,431 (7.83%), and in the 1989-90 school year, \$2,491 (7.44%). The total package costs of the Association's offer exceeds that of the District's by \$8,097 in the 1988-1989 school year, and by \$33,073 in the 1989-1990 school year, or a total of \$41,170 for the two year agreement.

#### The Statutory Criteria

Section 111.70 (4)(cm)7 of the Municipal Employment Relations Act sets forth the following factors to be considered by the Arbitrator in an interest arbitration proceeding:

- 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 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."

#### The Position of the Association

The Association points out that the parties, as garnered from the evidence adduced herein, have given greater attention to the factors set forth in subsections "c", "d", "g" and "h", indicating that neither party submitted evidence relating to the factors set forth in subsections "e" and "f". With regard to the factors set forth in "a", "b" and "i", the Association argues that the District is empowered to commit its resources; that the stipulations reached

by the parties have made no significant changes in their relationship, or as compared to other school districts. It concedes that the Arbitrator may, at his discretion, apply the factor set forth in subsection "j".

With respect to the 1988-1989 school year, the Association concedes that the parties are in agreement that the State Line League Athletic Conference (SLL) school districts should be considered as being appropriately comparable in applying the factor set forth in subsection "d". However, with respect to the 1989-1990 school year, it argues that, since only two of the nine districts in the conference have settled for the latter school year, a broader set of comparables should be established, namely those districts lying within CESA #3 boundaries, as well as state-wide. It cites from various arbitration awards wherein the comparables were expanded beyond the athletic conference, in cases where there existed a lack of settlements in the athletic conference involved.

As to the factor set forth in subsection "a", the Association avers that there is no question concerning the District's ability to pay the costs of the Association's offer, and that the District has not claimed otherwise. It further claims that the District "has clearly been prudent in managing its finances", in addition to having received substantial increases in state aids, as reflected in its annual reports.

The Association also contends that the interests and welfare of the public (Subsection "c") would best be served by the acceptance

of its final offer, arguing that the instant teachers carry a higher class load than do the teachers employed by other districts in the athletic conference as well as in other districts within CESA #3 boundaries, and further, that the area's unemployment picture is improving, making it imperative that the pay of the District's teachers be competitive in order to "maintain a quality work force."

The Association argues that the utilization of the settlements among the districts in the athletic conference and in the CESA #3 area demonstrates that the Association's final offer for the two school years involved is more reasonable than that of the District's offer, contending that the salaries of the District's teachers have been eroded from their historical positions, and that the District's offer would continue said erosion.

With respect to the factor in subsection "g", the Association would have the Arbitrator judge same "primarily by the pattern of voluntary settlements" relating to teachers, claiming that recent awards indicate that arbitrators have not given any greater weight to said criterion.

The Association further claims that total compensation data for comparable districts are neither complete nor reliable, however, that the evidence adduced by the District for the year 1988-1989 indicates that the total compensation received by individual teachers averages \$2,536, as compared to the total compensation offer of the Association for said year calculates to \$2,612, which is \$76 above the average, while the District's offer would generate



a total compensation figure of \$115 below said average.

With respect to health and vision insurance the Association notes that there is no substantial dispute between the two offers, and that there is no issue of cost, and it concludes that the language in its final offer "makes sense and it is based upon two (2) status quo precedents in the parties' current agreement."

The District summarizes its detailed brief as follows:

"1. The athletic conference is a superior comparison group to either the Association's proposal for comparisons to other CESA #3 schools and to statewide comparisons. Use of the athletic conference for comparison purposes will ensure that schools that are geographically proximate and with similar size and local economic conditions will be used for comparisons. Use of the athletic conference for comparison purposes will also ensure stability in comparisons used by the Board and the Association in the future. Such stability in comparisons increases the likelihood of voluntary settlements in the future. The Association's proposal to only use schools that are settled for both years in dispute will result in a different set of school districts being used every time the parties negotiate. This will encourage use of the arbitration process.

2. Evidence presented on the interest and welfare of the public supports selection of the Board's final offer. Most residents of the Black Hawk School District depend on farming for their livelihood or depend on selling goods or services to farmers for their livelihood. Both groups expect to suffer substantial income reductions because of the Drought of 1988. The Black Hawk School District's dependence on agriculture is greater than that in other schools in the athletic conference and much greater than that in the group of schools proposed by the Association for comparison purposes. It is appropriate to consider the needs of the taxpayers in this case as teachers will receive a pay increase exceeding the rate of inflation. Teachers at Black Hawk are paid more than teachers in other conference schools on average and will continue to be paid more than the conference average under the Board's final offer. Taxpayers who are expecting their 1988 income to be 20 to 25 percent less than their 1987 income need all the property tax relief they can get.

3. Evidence of comparisons of teacher salaries supports selection of the Board's final offer. Black Hawk has higher starting salaries than most conference schools at the BA Base and all conference schools at the MA Base. Black Hawk has below-median benchmarks at the lane maximum salaries. But teachers get

to those lane maximums in five to seven years rather than in the seven to 16 years it takes in comparable school districts. Because Black Hawk teachers get to those maximum salaries sooner than their counterparts in other conference schools, they earn more than the teachers in those other conference schools. The fact that Black Hawk teachers earn more than the average salary paid to teachers in the other conference schools is established both by the 16-year salary comparisons in Board Exhibit No. 22 and the average salary evidence in Board Exhibit No. 23. Since Black Hawk teachers have made more in the past than their counterparts and will continue to do so under the Board's final offer, this evidence supports selection of the Board's final offer.

4. Evidence of changes in the cost of living supports the Board's final offer.

All that is left is the balancing of the different criteria under section 111.70, Wis. Stats. The Board believes that the needs of the teachers are sufficiently served in the Board's final offer by an above-average salary and by a salary increase exceeding the cost of living. Since the legitimate needs of the teachers are served by the Board's final offer, it is appropriate to consider the needs of the taxpayers. The taxpayers need to receive smaller school property tax bills. This need is better served by selection of the Board's final offer."

The Board respectfully requests that the arbitrator select its offer in this proceeding.

#### Discussion

Section 111.70(4)(cm)7 obligates the Arbitrator to weigh the factors set forth in subsections "a" through "j" of said statutory provision in issuing awards pursuant to said provision. Neither party questions the lawful authority of the District to enter into a collective bargaining agreement with the Association, covering wages, hours and working conditions of teachers in the employ of the District (ss. "a"). Nor is there any issue between them with respect to stipulations they have entered into during their negotiations relating to their 1988-90 collective bargaining agreement (ss. "b"). Neither party submitted evidence with respect

to wages, hours and conditions of employment of public employes other than teachers or pertaining to private employes, employed in the same community and/or in comparable communities (ss. "e" and "f"). Nor was there evidence adduced which suggested or encouraged the Arbitrator to rely on any factors set forth in ss. "j", other than the evidence which is applicable to the other statutory criteria.

Teacher Comparables (ss. "d")

The instant school district is one of nine which compile the State Line League Athletic Conference. Said nine districts are as follows:

Albany	Belleville	Monticello
Argyle	Black Hawk	New Glarus
Barneveld	Juda	Pecatonica

Both parties agree that said districts should be considered comparable, however, the Association would go beyond the SLL athletic conference for its most comparable group, since only two of the conference districts, namely Monticello and Pecatonica, have reached agreements for the 1989-90 school year. It contends that the most comparable group consists of the districts which are included in the CESA #3 area, as well as Monticello, which have reached agreements for the 1988-89 and the 1989-90 school years. Said districts are the following:

Belmont	Monticello	Richland Center
Benton	Pecatonica	River Valley
Boscobel	Platteville	Shullsburg

Dodgeville

Potosi

West Grant (Patch Grove)

Fennimore

In support of its broader set of comparables the Association cites the awards of various arbitrators who have gone beyond athletic conferences in considering the appropriate comparables in cases where there were an insufficient number of settlements in the conference covering the contractual year involved. The Association believes that statewide career salary comparisons are deserving of weight, and in support thereof it cites the award issued by Arbitrator Hill relating to the 1986-87 bargaining agreement between the instant parties. The Association calls the Arbitrator's attention to a number of awards issued by Arbitrator Kerkman, indicating that the latter has considered "not only the athletic conference in analyzing the pattern of settlements for teachers wages comparison for teachers, but the arbitrator will also consider all of the comparisons advocated by the parties..."

The Association includes in its claimed most appropriate grouping for the term of the 1988-90 agreement, those districts in the SLL conference and in CESA #3, which have reached agreements for both of the school years involved herein, and it utilizes such grouping in disclosing that Black Hawk teachers average 1.27 more pupils than the average of the teacher-pupil ratio of said 13 districts. It also emphasizes that during the 1988-89 year Black Hawk teachers exceeded, by 1.53, the average teacher-pupil ratio of the remaining districts in the athletic conference.

The District, on the other hand, contends that the SLL athletic

conference constitutes the superior comparison group, citing awards of various arbitrators supporting such a determination. While it acknowledges that said athletic conference is not the sole comparable group, it urges the Arbitrator to consider factors relating to the size of the district, the geographic proximity to the instant district, as well as the similarity of economic conditions of the districts to be included in the comparable group. It points out that the districts in the SLL conference are comparable in size to Black Hawk, that the districts therein are geographically proximate to Black Hawk, and that said districts are dependent upon the farm economy. It argues that the districts of Dodgeville, Platteville, Richland Center, and River Valley are substantially larger than Black Hawk in teacher and pupil populations, and that the districts of Boscobel, Fennimore, Richland Center, River Valley, and West Grant are not geographically proximate to Black Hawk. While the District acknowledges that some of the CESA #3 districts are sufficiently dependent upon the farm economy, it claims that the districts of Benton, Boscobel, Dodgeville, Platteville, Potosi, Richland Center, and River Valley are not. It contends that only the Belmont district meets its three criteria for comparable purposes.

The District also cites a number of awards wherein arbitrators have been disinclined to change comparison groups in subsequent arbitrations involving the same district, and it urges the instant Arbitrator not to do so, especially since Arbitrator Hill, in the award involving the 1986-87 agreement covering Black Hawk's

teachers, accepted the athletic conference as the preferred set of comparables. It contends that the fact that only two of the nine districts in the SLL conference have reached their 1989-90 agreements does not warrant the abandonment of the conference as the most preferred comparable group.

In support of its contention that the athletic conference should be utilized as the most comparable pool, the District, through exhibits, established various comparisons. In the 1987-88 school year teachers in the employ of all nine districts in the conference averaged \$23,454 in salary, an increase of \$1,591 (7.27%) over the previous school year. The average salary received by Black Hawk teachers for the 1987-88 school year amounted to \$24,286, an increase of \$1,666 (7.36%) over the previous year, thus ranking 4th in average salary, 3rd in dollar increase, 4th in percentage increase, and \$832 above the average salary received by the teachers in all nine districts.

Seven of the conference districts (Barneveld and Black Hawk did not) reached agreements for the 1988-89 school year. The average salary paid to the teachers of said seven districts amounted to \$25,205. The seven district average gain for the 1988-89 year amounted to \$1,795 (7.67%). The Association's offer for 1988-89 would yield Black Hawk teachers an average salary of \$25,907, an increase of \$1,826 (7.58%) over the previous year, thus ranking among the seven districts, 3rd in salary, 3rd in dollar increase, 4th in percentage increase, and \$702 above the average of the teachers in the employ of the seven districts. The District's

offer for 1988-89 would yield an average salary of \$25,756, an increase of \$1,674 (6.95%) over the previous year, ranking Black Hawk 4th in salary, 6th in dollar increase, 7th in percentage increase, and \$521 above the average salary received by the teachers in the seven districts.

Only Monticello and Pecatonica reached an accord on their 1989-90 agreements. The salary of their combined teachers averaged \$26,724, resulting in an average increase of \$1,631 (6.50%) over the previous year. The Association's offer would yield an average salary of \$27,701, an increase of \$1,794 (6.92%) over its salary offer for 1988-89, and \$977 over the average of the salaries paid to the teachers in Monticello and Pecatonica. The District's 1989-90 offer would yield its teachers an average salary of \$27,080, \$1,224 (5.14%) over its salary offer for 1988-89, and \$356 over the average of the salaries paid to the teachers of Monticello and Pecatonica.

A review of District's exhibit 23 reflects that in 1988-89 the salary increases of the teachers in the 7 conference districts averaged \$1,795. The Associations offer for said year in the amount of \$1,826 is \$31 over said average, while the Board's offer, in the amount of \$1,674 is \$121 under said average. For the 1989-90 school year, the combined Monticello and Pecatonica teachers will average an increase of \$1,631. For said year the Association proposes an increase of \$1,794, or \$163 above said two district average, while the Board's offer of \$1,325 is \$306 under said average. The following tabulation reflects the comparison of the

average salaries of the Monticello and Pecatonica teachers with that of the Black Hawk teachers and the offers of the Association and District for the years indicated:

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>	<u>2 Year \$ Gain</u>	<u>2 Year % Gain</u>
Monticello	\$24,655	\$26,226	\$27,692	\$3,037	12.32%
Pecatonica	23,144	23,960	25,756	2,612	11.29%
2 Dist. Avg.	23,900	25,093	26,724	2,824	11.82%
Black Hawk	24,081				
Assoc. Offer.		25,907	27,701	3,620	15.03%
Dist. Offer		25,756	27,080	2,000	12.45%

It should be noted that in the 1987-88 school year the average teacher salary at Black Hawk exceeded the average teacher salary at Monticello and Pecatonica by \$181. In 1988-89 the Association's offer would increase the excess to \$796, while the District's offer would reduce the excess to \$175 above that of the average of the teachers at said two districts.

The District established that the total package costs (salary and fringe benefits) for all teachers in the employ of the nine districts in the conference for the school year 1987-88, averaged \$30,963 per teacher, reflecting an increase of \$2,275 (7.93%) over the previous school year. The total compensation costs applicable to Black Hawk teachers for 1987-88 averaged \$32,395 per teacher, a dollar increase of \$2,501 (8.37%) over the previous year, ranking 2nd among the conference districts in total compensation, 4th in dollar increase, and holding the same rank in percentage increase.

The District produced an exhibit displaying the average total



compensation costs of seven conference districts which had reached agreements for the 1988-89 school year. (While Pecatonica had reached an agreement for said year, its total costs were not disclosed in the exhibit.) The total compensation costs relating to teachers in the employ of Albany, Argyle, Belleville, Juda, Monticello and New Glarus averaged \$33,816, resulting in an average dollar increase of \$2,536 (8.0%) per teacher over the previous school year. The Association's offer for the 1989-90 year would yield Black Hawk teachers an average total cost of \$33,646 per teacher, reflecting an increase of \$2,612 (8.42%) over the previous year. The District's proposal would yield an average total compensation cost amounting to \$33,464, reflecting a dollar increase of \$2,421 (7.80%) over the previous year. Under the Association's offer Black Hawk would rank, among the seven districts, 4th in total dollars, 2nd in dollar increase, and 2nd in percentage increase. The offer of the District would generate a ranking of 4th in total dollars, 6th in dollar increase, and 6th in percentage increase.

Data reflecting total compensation costs for the 1989-90 school year applicable to Monticello and Pecatonica, which districts had reached agreements for said year, were not provided to the Arbitrator, and as a result the offers of the Association and the District for that school year cannot herein be compared with total costs to be incurred by Monticello and Pecatonica.

Appendix D reflects the average of teacher salaries paid by the nine districts in the athletic conference, at the five benchmarks

noted, for the 1987-88 school year. Since only seven of the districts had settled their 1988-89 agreements, the Arbitrator has not included the districts of Barneveld and Black Hawk in averaging the 1987-88 average benchmark salaries in comparing same to the salaries paid in 1987-88 by Black Hawk at said benchmarks. Said comparisons are as follows:

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
SLL 7 District Average Salary	\$16,474	\$22,767	\$18,317	\$27,556	\$28,495
Black Hawk Salary	\$16,767	\$22,007	\$19,450	\$26,786	\$27,792

The following reflects the comparisons of the average of the seven districts 1988-89 settlements with the offers of the Association and the District for the 1988-89 school year:

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
SLL 7 District Average Salary	\$17,473	\$24,140	\$19,391	\$29,242	\$30,152
Assoc. Offer	17,925	23,527	20,793	28,635	29,711
Dist. Offer	17,826	23,389	20,671	28,467	29,537

The dollar differences between the 7 district average salaries at the five benchmarks and the 1987-88 Black Hawk salaries, as well as the 7 district average settlements at said benchmarks with the offers of the Association and the District for 1988-89 are reflected as follows:

Black Hawk Salaries Above Average

	<u>1987-88</u>	<u>1988-89</u>	<u>Gain of</u>	<u>1988-89</u>	<u>Gain of</u>
			<u>Association Offer</u>		<u>District Offer</u>
BA Min	\$ 293 +	\$ 452 +	\$ 159	\$ 347 +	\$ 54
MA Min	\$2,133 +	1,402 +	\$ 289	1,280 +	147

Black Hawk Salaries Below Average

			<u>Association Offer</u>		<u>District Offer</u>
BA Max	\$ 760 -	\$ 613 -	\$ 147	\$ 751 -	9
MA Max	770 -	607 -	163	775 -	5 (Loss)
Sched. Max	703 -	441 -	262	615 -	88

The average increases in the selected benchmark salaries reflected in the 1988-89 agreements executed by the seven districts in the athletic conference, as well as the average of the percentage increases over their 1987-88 agreements (Appendices E and F), compared with the 1988-89 offers of the Association and the District, indicates the following:

	<u>7 District</u>		<u>Assoc. Offer</u>		<u>Dist. Offer</u>	
	<u>Avg. Increase</u>		<u>Increase</u>		<u>Increase</u>	
	<u>Over 1987-88</u>		<u>Over 1987-88</u>		<u>Over 1987-88</u>	
BA Min	\$1,006	6.06%	\$1,158	6.91%	\$1,053	6.28%
BA Max	\$1,381	6.06%	\$1,520	6.91%	\$1,382	6.28%
MA Min	\$1,068	5.85%	\$1,343	6.90%	\$1,221	6.28%
MA Max	\$1,613	5.85%	\$1,849	6.90%	\$1,681	6.28%
Sched. Max	\$1,657	5.80%	\$1,919	6.90%	\$1,745	6.28%

The following data, derived from Appendix G, reflects the comparison of the Association and District offers for 1989-90, and the average of the benchmark salaries agreed upon by Monticello and

Pecatonica in their 1989-90 agreements:

	<u>2 District</u> Avg. Increase <u>Over 1988-89</u>		<u>Assoc. Offer</u> Increase <u>Over 1988-89</u>		<u>Dist. Offer</u> Increase <u>Over 1988-89</u>	
BA Min	\$ 874	5.04%	\$1,125	6.28%	\$ 803	4.51%
BA Max	\$1,183	5.04%	\$1,476	6.27%	\$1,054	4.51%
MA Min	\$ 924	4.91%	\$1,305	6.28%	\$ 932	4.51%
MA Max	\$1,394	4.91%	\$1,864	6.28%	\$1,283	4.51%
Sched. Max	\$1,048	4.85%	\$1,864	6.27%	\$1,331	4.51%

The following tabulations reflect the benchmark rankings of Black Hawk, Monticello and Pecatonica during the 1987-88 school year, among the 9 schools in the athletic conference; the rankings which would be generated by the offers of the Association and the District for the two subsequent school years as compared with the rankings of Monticello and Pecatonica, in 1988-89 among in others in the conference with the exception of Barneveld, since at the time of the hearing it had not reached agreements for the latter school year; as well as the year 1989-90, involving the offers herein, and the two districts which had reached agreements for the latter school year:

	<u>1987-88 (9 Districts)</u>		
	<u>Black Hawk</u>	<u>Monticello</u>	<u>Pecatonica</u>
BA Min	2nd	4th	8th
BA Max	5th	4th	7th
MA Min	1st	5th	8th
MA Max	6th	3rd	9th
Sched. Max	7th	4th	9th

1988-89 (8 Districts)

	<u>Assn. Offer</u>	<u>Mont.</u>	<u>Peca.</u>	<u>Dist. Offer</u>	<u>Mont.</u>	<u>Peca.</u>
BA Min	2nd	5th	8th	3rd	5th	8th
BA Max	4th	5th	7th	5th	4th	7th
MA Min	1st	7th	8th	1st	7th	8th
MA Max	6th	4th	8th	6th	4th	8th
Sched. Max	5th	4th	8th	5th	4th	8th

1989-90 (3 Districts)

BA Min	1st	2nd	3rd	1st	2nd	3rd
BA Max	1st	2nd	3rd	2nd	1st	3rd
MA Min	1st	2nd	3rd	1st	2nd	3rd
MA Max	1st	2nd	3rd	2nd	1st	3rd
Sched. Max	1st	2nd	3rd	2nd	1st	3rd

Normally the Arbitrator would deem that the districts included in athletic conference would comprise the most comparable grouping in determining which salary offer more reasonably meets the criteria set forth in the statute, especially when seven of the nine districts have reached agreements for the 1988-89 school year. However, the fact that only two of the conference districts have reached an accord for the 1989-90 school year causes this Arbitrator to seriously consider the districts urged comparable by the Association, namely those districts in CESA #3, which reached agreements for both of the school years involved in this proceeding. The Arbitrator has poured over and studied the exhibits produced by both parties, including those pertaining to

the determination of the more appropriate comparable grouping.

The Pecatonica district is within the area serviced by CESA #3, Monticello is not. However, since both of the latter districts are in the SLL conference, and since they have reached agreements for both of the years involved herein, the Arbitrator deems it appropriate to include both of said districts among the grouping urged as most comparable by the Association.

In considering whether the CESA #3 grouping should be considered as the most comparable, and in applying the criteria urged by the District, the exhibits establish, as reflected in the attached Appendix H, the data relating to Black Hawk, to the 7 SLL districts which reached agreements for the year 1988-89, and to the 11 districts in CESA #3 which have reached agreements for both of the years involved herein, the following:

	<u>Black Hawk</u>	<u>7 Districts SLL Conf.</u>	<u>11 Districts CESA #3</u>
Number of Pupils	642	447	901
Number of Teachers	44.57	33.35	76.41
Teacher/Pupil Ratio	14.40	13.25	12.99
Percentage in Ag. Employment	30.6	31.6	23.5

Further, in considering the District's arguments opposing the acceptance of CESA #3 districts as the most comparable grouping, because of their size, and the percentage of their population in agricultural employment, the Arbitrator concludes that the districts of Dodgeville, Platteville, Richland Center and River Valley should not be included in said grouping. However, since

Pecatonica, which is within CESA #3, and Monticello, which is not, have reached agreements for the two year period involved herein, said two districts will be included within the CESA #3 grouping, thus including also the districts of Belmont, Benton, Boscobel, Fennimore, Patch Grove, Potosi and Shullsburg. The average of the criteria data pertaining to said nine districts, hereinafter referred to as CESA #3 & M, is as follows:

Number of Pupils - 520; Number of Teachers - 42.16; Teacher/Pupil Ratio - 12.58; and Percentage in Agricultural Employment - 28.58.

The evidence adduced in the hearing, as reflected in Appendices I through M, demonstrate the following pertinent benchmark comparisons with the CESA #3 & M grouping:

1987-88 Benchmark Salaries

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
CESA #3 & M Average Salary	\$16,618	\$22,052	\$18,128	\$26,160	\$27,827
Black Hawk Salary	\$16,767	\$22,007	\$19,450	\$26,786	\$27,792

Benchmark Salary Increases in 1988-89 Agreements

	<u>CESA #3 &amp; M Avg. Increase Over 1987-88</u>		<u>Assoc. Offer Increase Over 1987-88</u>		<u>Dist. Offer Increase Over 1987-88</u>	
BA Min	\$1,127	7.32%	\$1,158	6.91%	\$1,053	6.28%
BA Max	\$1,600	7.24%	\$1,520	6.91%	\$1,382	6.28%
MA Min	\$1,255	6.93%	\$1,343	6.90%	\$1,221	6.28%
MA Max	\$1,850	6.75%	\$1,849	6.90%	\$1,745	6.28%
Sched. Max	\$1,850	6.80%	\$1,919	6.90%	\$1,745	6.28%

Benchmark Salary Increases in 1989-90 Agreements

	<u>CESA #3 &amp; M</u> <u>Avg. Increase</u> <u>Over 1988-89</u>		<u>Assoc. Offer</u> <u>Increase</u> <u>Over 1988-89</u>		<u>Dist. Offer</u> <u>Increase</u> <u>Over 1988-89</u>	
BA Min	\$1,258	6.42%	\$1,125	6.28%	\$ 802	4.51%
BA Max	\$1,411	5.95%	\$1,476	6.27%	\$1,054	4.51%
MA Min	\$1,175	6.05%	\$1,305	6.28%	\$ 932	4.51%
MA Max	\$1,538	5.49%	\$1,797	6.28%	\$1,283	4.51%
Sched. Max	\$1,556	5.32%	\$1,864	6.27%	\$1,331	4.41%

The following reveals the benchmark rankings of Black Hawk with the districts in the Arbitrator's modified CESA #3 & M grouping (9 districts plus Black Hawk) for the year 1987-88, as well as the rankings resulting from the offers of the Association and the District for the 1988-89 and 1989-90 school years:

	<u>Black Hawk</u> <u>1987-88</u>	<u>1988-89 Offers</u>		<u>1989-90 Offers</u>	
		<u>Assoc.</u>	<u>Dist.</u>	<u>Assoc.</u>	<u>Dist.</u>
BA Min	3rd	7th	8th	6th	9th
BA Max	5th	5th	7th	6th	8th
MA Min	1st	1st	1st	1st	1st
MA Max	4th	4th	4th	3rd	4th
Sched. Max	5th	6th	6th	3rd	6th

The following compares the salary benchmark rankings of the Black Hawk, Monticello and Pecatonica districts, when compared to the districts in the Arbitrator's modified CESA #3 & M grouping, for the school year 1987-88, as well as the comparison of the Monticello and Pecatonica settlements, with the offers of the Association and the District for the 1988-89 and 1989-90 school years:



1987-88 (10 Districts)

	<u>Black Hawk</u>	<u>Monticello</u>	<u>Pecatonica</u>
BA Min	4th	6th	10th
BA Max	5th	2nd	8th
MA Min	1st	4th	10th
MA Max	4th	2nd	5th
Sched. Max	7th	4th	9th

1988-89 (10 Districts)

	<u>Assoc. Offer</u>	<u>Mont.</u>	<u>Peca.</u>	<u>Dist. Offer</u>	<u>Mont.</u>	<u>Peca.</u>
BA Min	7th	9th	10th	8th	9th	10th
BA Max	5th	4th	9th	7th	4th	9th
MA Min	1st	9th	10th	1st	9th	10th
MA Max	4th	3rd	5th	4th	3rd	5th
Sched. Max	6th	4th	7th	6th	4th	7th

1989-90 (10 Districts)

BA Min	6th	9th	10th	8th	9th	10th
BA Max	5th	7th	9th	7th	6th	9th
MA Min	1st	9th	10th	1st	9th	10th
MA Max	3rd	4th	5th	4th	3rd	5th
Sched. Max	3rd	6th	7th	6th	5th	7th

The average of the salaries at the five benchmarks paid by Monticello and Pecatonica during 1987-88, and to be paid by said districts during the 1989-90 school year is as follows:

	<u>1987-88</u>	<u>1989-90</u>	<u>2 Year \$ Increase</u>	<u>2 Year % Increase</u>
BA Min	\$16,305	\$18,056	\$1,751	10.7%
BA Max	22,095	24,467	2,372	10.7%
MA Min	17,943	19,792	1,849	10.3%
MA Max	27,097	29,887	2,790	10.3%
Sched. Max	27,792	30,610	2,818	10.1%

Similar data with respect to the CESA #3 & M districts reflects the following averages:

BA Min	\$16,618	\$18,983	\$2,365	14.2%
BA Max	22,052	25,063	3,011	13.6%
MA Min	18,128	20,559	2,431	13.4%
MA Max	26,160	29,459	3,299	12.5%
Sched. Max	27,367	30,773	3,406	12.4%

The Association's offer reflects a two year increase of 13.6% in all five benchmarks, while the District's offer generates a two year increase of 11.2% at each of said benchmarks, as indicated by the following:

	<u>1987-88</u>	<u>Association Offer</u>		<u>District Offer</u>	
		<u>1989-90</u>	<u>\$ Increase</u>	<u>1989-90</u>	<u>\$ Increase</u>
BA Min	\$16,767	\$19,050	\$2,283	\$18,623	\$1,856
BA Max	22,007	25,003	2,996	24,443	2,436
MA Min	19,450	22,098	2,648	21,603	2,964
MA Max	26,786	30,432	3,646	29,750	2,964
Sched. Max	27,792	31,575	3,783	30,818	3,076

During the preparation of the instant award the Arbitrator requested the parties to submit data reflecting the average salaries

received by teachers in the employ of the CESA #3 districts which had entered into agreements for the 1988-89 and 1989-90 school years. A review of the data submitted by the parties reveals the averages of the teachers in the employ of the following districts in the CESA #3 & M grouping. Neither party was able to produce data with respect to the Potosi district. The data, including the Arbitrator's computations, reflects the following:

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>	<u>2 Year \$ Gain</u>	<u>2 Year % Gain</u>
Belmont	\$21,387	\$23,063	\$24,834	\$3,447	16.12%
Benton	23,073	25,455	26,863	3,790	16.43%
Boscobel	24,134	26,542	28,660	4,526	18.75%
Fennimore	23,513	24,957	26,682	3,169	13.48%
Monticello	24,655	26,226	27,692	3,037	12.32%
Patch Grove	21,070	22,869	24,257	3,187	15.13%
Pecatonica	23,144	23,960	25,756	2,612	11.29%
Shullsburg	22,175	23,480	25,115	2,940	13.26%
8 Dist. Avg.	22,894	23,569	26,232	3,338	14.58%
Black Hawk	24,081				
Assoc. Offer		25,907	27,701	3,620	15.03%
Dist. Offer		25,756	27,080	2,999	12.45%

In 1987-88 Black Hawk's average teacher salary exceeded the 8 district teacher average salary by \$1,198. In the 1989-90 school year, the excess will be increased to \$1,469, or an additional \$282 should the Association's offer be implemented. The District's offer would result in a decrease in the excess to \$848 below the average received by the teachers in the employ of said eight districts.

Since total compensation data applicable to the teachers in the districts included in the CESA #3 & M grouping was not available for certain of the districts therein, no meaningful comparisons can be made with the total compensation costs which would be generated by the offers of either party herein.

Nor has the Arbitrator considered career earnings of teachers at Black Hawk and other district involved herein as having a material impact on the determinations to be made by the Arbitrator, for the reason that evidence with respect to certain factors, including economic conditions, impacting on earnings during the career years involved, were not adduced during the course of the hearing.

Evidence at the hearing indicated that Black Hawk teachers move more rapidly through the various benchmarks than do teachers in the employ of various districts in the athletic conference. However, this fact in itself, especially, without sufficient data relating to the CESA #3 & M grouping of districts, is insufficient to be a persuading factor herein. Moreover, the issue herein primarily relates to salary increases to be received for teaching duties performed during the 1988-89 and 1989-90 school year, and not to any period beyond the latter school year.

#### Analysis

##### The Interests and Welfare of the Public

The District is not contending that it is unable to pay for either party's final offer. It urges that its offer is the most reasonable in determining the burden it would place on the property taxpayers of the district, arguing that its taxpayers have serious economic

problems, and that the economic conditions of its taxpayers differ from those in otherwise comparable districts. It produced a number of exhibits demonstrating Lafayette County, in which most of the District is located, is more heavily dependent on farming for economic activity than any other county in the State. It emphasizes that the drought of 1988 further exacerbated the plight of farmers in the District in that they received between 11 and 13 inches of rain less than normal, from April to October, 1988, causing the greatest percentage of losses of feed crops among eight of the southwest counties of the State. It contends that over and above the 20 to 25 percent loss of farm income in 1988, many of the farmers within its boundaries will run out of livestock feed over the coming winter, when such feed prices will become higher, and that such anticipated losses in feed crops became evident during the spring of this current year. The District also argues that it is more dependent on agriculture than most, if not all, comparable school districts in other counties that contain districts in the athletic conference or districts otherwise claimed by the Association to be comparable.

The District further contends that State income tax payers residing within its boundaries do not have the same financial ability to support education as do the taxpayers in comparable school districts, either those proposed by it or by the Association. It urges this Arbitrator to conclude that the interest and welfare of the public criterion set forth in the pertinent statutory provision is more important than the comparison of teacher salaries paid by other school districts. It argues that the Arbitrator need not adopt the

Association's final offer to give the teachers a real wage increase, since they will receive an increase under its final offers.

The Association argues that the interest and welfare of the public would be served by the selection of its final offer. It recognizes that the District does not contend an inability to pay for the costs of the Association's final offer. But beyond that, the Association emphasizes that the District reduced its tax levy for 1988-89 by 16%. It points out that the District's annual reports for the 1986-87 through 1988-89 school years, with respect to its actual receipts and expenditures, indicated a substantial increase in the balance of said fund. The Association also contends that the reports of the District from the 1986-87 school year have demonstrated a decline in "general fund" property taxes, both in real terms, and as a proportion of total revenues. It indicates that State aids to the District rose in 1987-88, and were projected to further rise in 1988-89, and that the District's annual report for the 1987-88 school year reflected a considerable reduction in the District's "Long Term Debt" during that school year, while at the same time reducing local property taxes.

It argues that the District's higher class load (teacher-pupil ratio) is above that of the teachers employed by the districts in either of the two comparable groups, and as such warrants the acceptance of its offer, in order to properly compensate the more experienced teachers at the higher salary levels. It concludes by indicating that unemployment has been reduced in the general area, and it opines that it is imperative that the District pay competitive salaries if it is to maintain a quality work force, and that such a

result can be accomplished by the acceptance of its final offers, which would improve the competitive level of teachers' salaries to a greater extent than would the offers of the District.

As noted previously, almost all of the District lies within LaFayette County, in which there are 1,390 farms, covering some 398,000 acres. Forty three percent of the County's residents depend on farming for their earned income. Forty six percent of those employed in the county depend on farming and related industries, and an additional 9.3% of employment is dependent upon industries servicing agriculture or in the processing of agricultural products. Forty percent of the county's employes are in agriculture, and 44.2% of the District's population reside on farms. The record supports the District's argument with respect to the effects of the 1988 drought on the farm economy of the residents of the District. The reports of the Wisconsin Department of Revenue reports indicated that the 1986 mean total income reported by District residents was \$1,582 (9.4%) less than the average of the residents in the remaining districts in the athletic conference, and further that the mean total income of District residents was \$1,855 (10%) less than the average mean total income of the residents of all other conference districts.

Exhibits established that the 1986 mean total income of the tax payers in the Black Hawk district was 9.4% below that of the average of the tax payers in all the athletic conference districts, and that in 1987 it was 10% less. When compared to the CESA #3 districts urged comparable by the Association, the tax payers in Black Hawk had a mean total income, in the same two year, 5.9% less and 6.8% less

than did the tax payers in said district grouping. Such a comparison with the taxpayers in the modified CESA #3 & M comparables reflect lesser incomes of 1.9% and 4.9% for said two years. The District acknowledges that the average total income reported on the 1987 returns filed by District taxpayers increased by 9.76% over the income reflected in the 1986 returns. Moreover, the District in arguing its financial ability to meet the Association's offer does not significantly respond to the effect of other factors, e.g., increases in state aids, the reductions in its tax levies, etc. While acknowledging that its tax payers received property tax relief, the District contends that interests and welfare of the public favors granting the sums equal to the difference between its offer and that of the Association to the property tax payers of the district, rather than to the teachers.

In 1986-87 the District received \$2,863,207 in total revenue, of which sum \$1,626,154 (56.8%) was derived from property taxes. during 1987-88, revenues totaled \$2,537,755, of which \$978,988 (38.6%) was derived from property taxes. The District's projected budget for the 1988-89 school year included a total revenue figure of \$2,810,182, and property taxes totaling \$1,132,509, or 40% of total revenues. State aids received by the District for each of said three school years amounted to \$1,082,721 (1986-87), \$1,415,982 (1987-88), and \$1,587,713 (1988-89). As of July 1, 1987, the District's Long Term Debt totaled \$745,751, and said debt was reduced to \$292,475 by June 30, 1988.

The tax levy set by the District for the 1986-87 year generated



\$1,584,000, in 1987-88 it set its tax levy at \$1,474,000, and in approving its 1988-89 budget the District adopted a tax levy decrease of 16.3%, setting its levy at \$1,267,600, a reduction of \$206,400 from the previous year.

The statutory criteria requiring the Arbitrator to consider the interest and welfare of the public results in the striking of a balance between the seeking of increases in compensation, as well as improvements in working conditions, by the teachers, and the ability of the public to provide the funding and the working conditions requested by the teachers. The public interest is benefited when teacher salaries and benefits are not only fair, but competitive. The statute recognizes same by requiring the Arbitrator to compare the offers involved (1) with wages, hours and working conditions of other employes performing similar services, (2) with others "generally in public employment in the same communities and in comparable communities", and (3) with "other employes in private employment in the same community and in comparable communities". Therefore, in this proceeding, the Arbitrator must determine the appropriate grouping of school districts deemed primarily comparable in determining which of the two offers is the more reasonable.

#### The Primary Comparable Grouping of Districts

The decision as to what grouping of districts is the most comparable has not been arrived at easily. As can be gathered from the contents of this award, the Arbitrator has considered the material data relating to the various districts proposed as being primarily comparable by each of the parties. The District would have

the Arbitrator select the SLL athletic conference, of which it is a member. Seven of the districts therein, including Monticello and Pecatonica, reached agreements for the 1988-89 school year, wherein the teachers thereof received an average salary increase of 7.67%. The teachers in the employ of Monticello and Pecatonica averaged only a 4.99% salary increase that year. The District contends that the fact that only the latter two districts in the athletic conference have reached agreements for the 1989-90 year should not deter the acceptability of its proposed comparables.

The Association argues that the districts in CESA #3, which have reached agreements for the two years involved herein, should be accepted as the most comparable. The Association would include Monticello in said grouping. As noted previously herein, the Arbitrator has also considered a modified CESA #3 grouping, by eliminating four of the thirteen districts proposed by the Association. Said modified grouping has been identified as "CESA #3 & M". The latter grouping includes both Monticello and Pecatonica. Appendix H contains the following comparison between Black Hawk, the athletic conference districts, and the CESA #3 & M districts, as follows:

	<u>Black Hawk</u>	<u>SLL Conference</u>	<u>CESA #3 &amp; M</u>
Avg. Number of Pupils	642	447	520
Avg. Number of Teachers	44.57	33.35	42.15
Avg. Teacher Pupil Ratio	14.40	13.25	12.58
Avg. % In Ag. Employment	30.6	31.6	23.5

Appendix H also reflects that four of the SLL districts, including

Monticello and Pecatonica, have a larger percentage engaged in agricultural employment than does Black Hawk. Four of the districts in CESA #3 & M, including Monticello and Pecatonica, also have a larger percentage in agricultural employment than does Black Hawk.

The Arbitrator concludes that the CESA #3 & M grouping, consisting of nine districts, including Monticello and Pecatonica, constitutes the primary comparable grouping. The athletic conference has not been accepted for that role primarily for the reason that only two districts therein have agreements for 1989-90, and also for the reason that said two districts granted average salary increase, for the previous year, 2.68% below the average granted by the other seven districts of the athletic conference.

The following tabulation reflects the comparison between the average yearly salary increases granted by the districts in the CESA #3 & M grouping with the annual average salary increases which would be generated by the two offers herein:

	1988-89		1989-90	
	<u>Dollars</u>	<u>Percent</u>	<u>Dollars</u>	<u>Percent</u>
CESA #3 & M	1,675	7.32	1,663	6.77
Assoc. Offer	1,826	7.58	1,794	6.90
Dist. Offer	1,675	6.77	1,324	5.14

For the first year it is obvious that the District's offer dollar wise is identical to that of the districts in the comparable grouping, although the percentage of increase reflected in the Association's offer is closer to the CESA #3 & M percentage increase. For the 1989-90 year the Association's offer is closer, both in dollars and percentage to the average increase granted by the CESA #3

& M districts than is the District's offer. For the second year the Association's offer, both in dollar and percentage, is closer to the increases granted by the CESA #3 & M districts. As detailed earlier herein, the total of the two year increases granted by the CESA #3 & M districts yield an increase over the 1987-88 average teacher salary amounting to 14.58%. The Association's offer would yield an increase of 15.03%, which is closer to the comparable grouping than is the 12.45% yielded by the District's offer.

A comparison of benchmark two year dollar increases which would generate from the two offers herein with the average dollar increases resulting from the agreements reached by the CESA #3 & M districts, are reflected on page 26 hereof. It is to be noted that the Association's offer is closer to the CESA #3 & M average in both dollars and percentage at the BA Min, BA Max, and MA Min benchmarks. The Association's offer is closer percentage wise at the MA Max benchmark. Both offers would generate the identical percentage difference at the Sched. Max benchmark, where the offer of the Association would generate an increase of 1.2% over that of CESA #3 grouping, while the District's offer reflects an amount 1.2% below the increase generated by the agreements of the CESA #3 & M districts.

In comparing the teacher salary offers proffered herein to salaries paid to teachers employed by districts in the various groupings indicated herein, and primarily those in the CESA #3 & M grouping, a criterion required to be considered by the Arbitrator, as set forth in Sec. 111.70(4)(cm)7.c., MERA, the Arbitrator concludes that the

offer of the Association is more acceptable than is that of the District.

The parties did not present any significant evidence which the Arbitrator could analyze and compare with respect to the criteria set forth in subsection 7. e. and f. of the statutory provision noted above.

Both offers would generate total compensation increases in both years which would exceed the changes in the Consumer Price Index. The salary increases in both offers, standing alone would also exceed same. This criterion favors the District's offer. The settlements in the District's proposed comparables and in the Association's proposed comparables, as well as in the CESA #3 & M grouping of districts, also have exceeded the CPI by wide margins. Such has been the trend in the athletic conference, in the Cesa #3 districts, as well as state wide, whether the parties involved have voluntarily reached agreements, or whether the settlements resulted from arbitration awards, thus leading weight to the conclusion that the cost of living criterion does not outweigh the teacher to teacher comparison criterion.

#### Health and Vision Insurance

The costs resulting from both offers relating to health and vision insurance are identical. They differ somewhat in the wording of the provisions. The manner in which this issue is treated by the parties in their briefs convinces the Arbitrator that both consider the issue as minor, and so does the Arbitrator, in favoring the Association's offer, since it has not been established that it will have any

significant impact during the term of the collective bargaining agreement involved herein.

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

Award

The final offer of the Association is deemed to be the more acceptable towards meeting the statutory criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore it shall be incorporated into the 1988-90 collective bargaining agreement of the parties, together with the items and changes agreed upon during their bargaining, and, further, together with the provisions in their expired agreement which remain unchanged, either by the final offers, or by mutual agreement during bargaining.

Dated at Madison, Wisconsin, this 15<sup>th</sup> day of August, 1989.

Morris Slavney  
Arbitrator

1987-88 COLLECTIVE BARGAINING AGREEMENT - SALARY SCHEDULE

<u>STEP</u>	<u>BS</u>	<u>B+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>
0	16767	17270	17773	18276	18779	19450	19953	20456
1	17438	17941	18444	18947	19450	20120	20623	21126
2	18108	18611	19114	19617	20120	20791	21294	21797
3	18779	19282	19785	20288	20791	21462	21965	22468
4	19450	19953	20456	20959	21462	22132	22635	23138
5	22007	22510	23013	23516	24019	24639	25192	25698
6			24061	24564	25067	25737	26240	26743
7						26785	27288	27791

ASSN. OFFER - SALARY SCHEDULE 1988-89

<u>STEP</u>	<u>BS</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>
0.0	17925	18463	19001	19539	20076	20793	21331	21869
1.0	18642	19180	19718	20256	20793	21510	22048	22586
2.0	19359	19897	20435	20973	21510	22227	22765	23303
3.0	20076	20614	21152	21690	22227	22944	23482	24020
4.0	20793	21331	21869	22407	22944	23661	24199	24737
5.0	23527	24065	24603	25141	25678	26395	26933	27471
6.0	-	-	25723	26261	26798	27515	28053	28591
7.0	-	-	-	-	-	28635	29173	29711

ASSN. OFFER - SALARY SCHEDULE 1989-90

<u>STEP</u>	<u>BS</u>	<u>BS+6</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>MS</u>	<u>MS+6</u>	<u>MS+12</u>
0.0	19050	19622	20193	20765	21336	22098	22670	23241
1.0	19812	20384	20955	21527	22098	22860	23432	24003
2.0	20574	21146	21717	22289	22860	23622	24194	24765
3.0	21336	21908	22479	23051	23622	24384	24956	25527
4.0	22098	22670	23241	23813	24384	25146	25718	26289
5.0	25003	25575	26146	26718	27289	28051	28623	29194
6.0	-	-	27337	27909	28480	29242	29814	30385
7.0	-	-	-	-	-	30432	31004	31575



DISTRICT OFFER SALARY SCHEDULE 1988-89

<u>STEP</u>	<u>BA</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+6</u>	<u>MA+12</u>
0	17820	18355	18889	19424	19958	20671	21206	21740
1	18533	19067	19602	20137	20671	21384	21919	22453
2	19246	19780	20315	20849	21384	22097	22631	23166
3	19958	20493	21028	21562	22097	22810	23344	23879
4	20671	21206	21740	22275	22810	23522	24057	24592
5	23389	23923	24458	24993	25527	26240	26775	27309
6			25572	26106	26641	27354	27888	28423
7						28467	29002	29537

DISTRICT OFFER SALARY SCHEDULE 1989-90

<u>STEP</u>	<u>BA</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+6</u>	<u>MA+12</u>
0	18623	19182	19740	20299	20858	21603	22161	22720
1	19368	19927	20485	21044	21603	22348	22906	23465
2	20113	20672	21230	21789	22348	23093	23651	24210
3	20858	21416	21975	22534	23093	23837	24396	24955
4	21603	22161	22720	23279	23837	24582	25141	25700
5	24443	25001	25560	26119	26677	27422	27981	28540
6			26724	27283	27841	28586	29145	29704
7						29750	30309	30868

BENCHMARK SALARIES REFLECTED IN 1987-1988 AGREEMENTS  
ENTERED INTO BY SLL DISTRICTS

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	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Albany	\$ 16,575	\$ 21,216	\$ 18,525	\$ 27,417	\$ 27,935
Argyle	16,400	21,648	18,040	26,568	27,224
Barneveld	15,545	20,545	17,545	24,895	27,820
Belleville	17,000	24,480	18,125	29,000	29,360
Black Hawk	16,767	22,007	19,450	26,786	27,792
Juda	16,045	23,747	18,452	27,309	28,733
Monticello	16,650	22,644	18,250	27,740	28,652
New Glarus	16,690	24,034	19,194	28,406	30,629
Pecatonica	15,960	21,546	17,636	26,454	26,933
Average Exclusive of Black Hawk	\$ 16,358	\$ 22,489	\$ 18,221	\$ 27,224	\$ 28,411
Black Hawk Compared To Average	+ \$ 409	- \$ 482	+ \$ 1,229	- \$ 438	- \$ 619

BLACK HAWK

BENCHMARK RANKING AMONG 9 DISTRICTS

2nd                      5th                      1st                      6th                      7th

BENCHMARK SALARIES REFLECTED IN 1988-1989 AGREEMENTS  
ENTERED INTO BY SLL DISTRICTS

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	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Albany	\$ 17,625	\$ 22,560	\$ 19,575	\$ 29,489	\$ 29,489
Argyle	17,400	22,968	19,140	28,188	28,884
Belleville	18,000	25,920	19,125	30,600	30,960
Juda	17,020	25,190	19,573	28,969	30,479
Monticello	17,500	23,800	19,100	29,032	29,944
New Glarus	17,900	25,776	20,585	30,466	32,850
Pecatonica	16,865	22,768	18,636	27,954	28,460
Average of 7 districts	\$ 17,473	\$ 24,140	\$ 19,391	\$ 29,242	\$ 30,152

1988-89 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Assn. Offer</u>	\$ 17,925	\$ 23,527	\$ 20,793	\$ 28,635	\$ 29,711
	+ \$ 452	- \$ 613	+ \$ 1,402	- \$ 607	- \$ 441
Ranking Among 8 Districts	2nd	5th	1st	6th	5th
<u>Dist. Offer</u>	\$ 17,820	\$ 23,389	\$ 20,671	\$ 28,467	\$ 29,537
	+ \$ 347	- \$ 751	+ \$ 1,280	- \$ 775	- \$ 615
Ranking Among 8 Districts	3rd	5th	1st	6th	5th

BENCHMARK SALARY INCREASES REFLECTED IN 1988-1989 AGREEMENTS  
ENTERED INTO BY SLL DISTRICTS

	BA Min		BA Max		MA Min		MA Max		Sched. Max	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Albany	\$ 1,050	6.53	\$ 1,344	6.33	\$ 1,050	5.67	\$ 1,554	5.67	\$ 1,554	5.56
Argyle	1,000	6.10	1,320	6.10	1,100	6.10	1,620	6.10	1,660	6.10
Belleville	1,000	5.88	1,440	5.88	1,000	5.52	1,600	5.52	1,600	5.45
Juda	975	6.08	1,443	6.08	1,085	5.88	1,668	6.11	1,746	6.08
Monticello	850	5.11	1,156	5.11	850	4.66	1,292	4.66	1,292	4.51
New Glarus	1,260	7.25	1,742	7.25	1,391	7.25	2,060	7.25	2,221	7.25
Pecatonica	905	5.67	1,222	5.67	1,000	5.67	1,500	5.67	1,527	5.67
Average of 7 Districts	1,006	6.06	1,381	6.06	1,068	5.85	1,613	5.85	1,657	5.80

1988-1989 OFFERS COMPARED TO AVERAGE

<u>Assn. Offer</u>	\$ 1,158	6.91	\$ 1,520	6.91	\$ 1,343	6.90	\$ 1,849	6.90	\$ 1,919	6.90
	+ \$ 152		+ \$ 298		+ \$ 265		+ \$ 236		+ \$ 262	

Ranking Among  
8 Districts in  
Dollar Raises      2nd                      2nd                      2nd                      2nd                      2nd

<u>Dist. Offer</u>	\$ 1,053	6.28	\$ 1,382	6.28	\$ 1,221	6.28	\$ 1,681	6.28	\$ 1,745	6.28
	+ \$ 47		+ \$ 1		+ \$ 153		+ \$ 68		+ \$ 108	

Ranking Among  
8 Districts in  
Dollar Raises      2nd                      4th                      2nd                      2nd                      3rd

BENCHMARK SALARIES REFLECTED IN 1989-1990 AGREEMENTS  
ENTERED INTO BY SLL DISTRICTS - MONTICELLO AND PECATONICA

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Monticello	\$ 18,286	\$ 24,869	\$ 19,886	\$ 30,227	\$ 31,139
Pecatonica	17,826	24,065	19,698	29,547	30,091
Average of 2 Districts	\$ 18,056	\$ 24,467	\$ 19,792	\$ 29,887	\$ 30,610

1989-90 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Asso. Offer</u>	\$ 19,050	\$ 25,003	\$ 22,098	\$ 30,432	\$ 31,575
	+ \$ 994	+ \$ 536	+ \$ 2,306	+ \$ 545	+ \$ 965
<u>Dist. Offer</u>	\$ 18,623	\$ 24,443	\$ 21,603	\$ 29,750	\$ 30,868
	+ \$ 567	- \$ 24	+ \$ 1,811	- \$ 137	+ \$ 258

BENCHMARK SALARY INCREASES REFLECTED IN 1989-1990 AGREEMENTS  
ENTERED INTO BY SLL DISTRICTS - MONTICELLO AND PECATONICA  
(DOLLARS AND PERCENTAGE ABOVE 1988-1989 AGREEMENTS)

	<u>BA Min</u>		<u>BA Max</u>		<u>MA Min</u>		<u>MA Max</u>		<u>Sched. Max</u>	
	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
Monticello	\$ 786	4.49	\$ 1,069	4.49	\$ 786	4.12	\$ 1,195	4.12	\$ 1,195	3.99
Pecatonica	961	5.70	1,297	5.70	1,062	5.70	1,593	5.70	1,621	5.70
Average of 2 Districts	\$ 874	5.04	\$ 1,183	5.04	\$ 924	4.91	\$ 1,394	4.91	\$ 1,408	4.85

1989-1990 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Asso. Offer</u>	\$ 1,125	6.28	\$ 1,476	6.27	\$ 1,305	6.28	\$ 1,797	6.28	\$ 1,864	6.27
	+ \$ 251		+ \$ 293		+ \$ 381		+ \$ 403		+ \$ 456	
<u>Dist. Offer</u>	\$ 803	4.51	\$ 1,054	4.51	\$ 932	4.51	\$ 1,283	4.51	\$ 1,331	4.51
	+ \$ 71		- \$ 129		+ \$ 8		- \$ 111		- \$ 77	

SLL Conference - 7 Districts

	<u>Number of Pupils</u>	<u>Number of Teachers</u>	<u>Teacher Pupil Ratio</u>	<u>Percentage In Agricultural Employment</u>
<u>SLL Conference - 7 Districts</u>				
Albany	470	32.20	14.60	25.0
Argyle	333	27.30	12.20	37.5
Belleville	583	43.78	13.32	20.2
Juda	258	23.75	10.86	40.3
Monticello	431	32.80	13.14	30.8
New Glarus	592	37.30	15.87	21.2
Pecatonica	464	36.30	12.78	39.4
<u>Average</u>	<u>447</u>	<u>33.35</u>	<u>13.25</u>	<u>31.6</u>

Black Hawk 642 44.57 14.40 30.6

CESA # 3 & M - 9 Districts

Belmont	432	32.50	13.29	37.5
Benton	345	28.05	12.30	15.2
Boscobel	962	70.28	13.69	23.5
Fennimore	761	64.46	11.81	25.8
Monticello	431	32.80	13.14	30.8
Patch Grove	*	*	*	41.3
Pecatonica	464	36.30	12.78	39.4
Potosi	399	36.00	11.08	16.1
Shullsburg	365	34.32	12.67	27.6
<u>Average</u>	<u>520</u>	<u>42.16</u>	<u>12.58</u>	<u>23.5</u>

\* Data not made available.

CESA #3 Eliminated 4 Districts

Dodgeville	1,062	84.40	15.13	20.9
Platteville	1,658	128.95	12.86	12.7
Richland Center	1,688	121.35	12.93	16.9
River Valley	1,340	95.00	14.11	21.1

BENCHMARK SALARIES REFLECTED IN 1987-1988 AGREEMENTS  
ENTERED INTO BY 9 CESA #3 DISTRICTS AND MONTICELLO

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Belmont	\$ 16,700	\$ 21,450	\$ 18,350	\$ 24,200	\$ 24,750
Benton	16,500	22,440	18,000	25,548	27,620
Boscobel	16,832	23,958	17,932	28,710	29,831
Fennimore	17,100	22,500	18,530	27,170	29,020
Monticello	16,650	22,644	18,250	27,740	28,652
Patch Grove	16,500	21,750	18,075	24,375	24,375
Pecatonica	15,960	21,546	17,636	26,454	26,933
Potosi	16,640	21,815	18,140	25,115	26,115
Shullsburg	16,690	20,365	18,250	26,125	29,005
Average of 9 Districts	\$ 16,618	\$ 22,052	\$ 18,128	\$ 26,160	\$ 27,367
Black Hawk Compared To Average	\$ 16,767	\$ 22,007	\$ 19,450	\$ 26,786	\$ 27,792
	+ \$ 149	- \$ 45	+ \$ 1,322	+ \$ 626	+ \$ 425

BLACK HAWK BENCHMARK RANKING AMONG 10 DISTRICTS

4th	5th	1st	4th	5th
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BENCHMARK SALARIES REFLECTED IN 1988-1989 AGREEMENTS  
ENTERED INTO BY CESA #3 DISTRICTS AND MONTICELLO

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Belmont	\$ 18,000	\$ 23,430	\$ 19,650	\$ 26,230	\$ 26,780
Benton	18,000	24,480	19,500	27,735	29,905
Boscobel	18,162	25,850	19,262	30,839	31,959
Fennimore	18,100	24,292	19,778	29,498	31,487
Monticello	17,500	23,800	19,100	29,032	29,944
Patch Grove	18,000	23,250	19,575	25,875	26,400
Pecatonica	16,865	22,768	18,636	27,954	28,460
Potosi	18,000	23,425	19,500	26,800	27,800
Shullsburg	17,900	21,575	19,460	27,335	30,215

Average of 9 districts	\$ 17,836	\$ 23,652	\$ 19,385	\$ 27,922	\$ 29,217
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1988-89 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Assn. Offer</u>	\$ 17,925	\$ 23,527	\$ 20,793	\$ 28,635	\$ 29,711
	+ \$ 89	- \$ 125	+ \$ 1,408	+ \$ 713	+ \$ 494

Ranking Among 10 Districts	7th	5th	1st	4th	6th
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<u>Dist. Offer</u>	\$ 17,820	\$ 23,389	\$ 20,671	\$ 28,467	\$ 29,537
	- \$ 16	- \$ 263	+ \$ 1,286	+ \$ 545	+ \$ 320

Ranking Among 10 Districts	8th	7th	1st	4th	6th
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BENCHMARK SALARY INCREASES REFLECTED IN 1988-1989 AGREEMENTS  
ENTERED INTO BY CESA #3 DISTRICTS AND MONTICELLO

	BA Min		BA Max		MA Min		MA Max		Sched. Max	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Belmont	\$ 1,300	7.78	\$ 1,980	9.23	\$ 1,300	7.08	\$ 2,030	8.39	\$ 2,030	8.20
Benton	1,500	9.09	2,040	9.09	1,500	8.33	2,187	8.56	2,285	8.27
Boscobel	1,330	7.90	1,892	7.90	1,330	7.42	2,129	7.42	2,128	7.13
Fennimore	1,000	5.85	1,792	7.96	1,248	6.74	2,328	8.57	2,467	8.50
Monticello	850	5.11	1,156	5.11	850	4.66	1,292	4.66	1,292	4.51
Patch Grove	1,500	9.09	1,500	6.90	1,500	8.30	1,500	6.15	2,025	8.31
Pecatonica	905	5.67	1,222	5.67	1,000	5.67	1,500	5.67	1,527	5.67
Potosi	1,360	8.17	1,610	7.38	1,360	7.50	1,685	6.71	1,685	6.45
Shullsburg	1,210	7.25	1,210	5.95	1,210	6.63	1,210	4.63	1,210	4.17

AVERAGE OF 9 DISTRICTS

\$ 1,217	7.32	\$ 1,600	7.24	\$ 1,255	6.93	\$ 1,850	6.75	\$ 1,850	6.80
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1988-1989 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Asso. Offer</u>	\$ 1,158	6.91	\$ 1,520	6.91	\$ 1,343	6.90	\$ 1,849	6.90	\$ 1,919	6.90
	- \$ 59		- \$ 80		+ \$ 88		- \$ 1		+ \$ 69	
Ranking Among 10 Districts In Dollar Raises	7th		6th		4th		5th		6th	
<u>Dist. Offer</u>	\$ 1,053	6.28	\$ 1,382	6.28	\$ 1,221	6.28	\$ 1,681	6.28	\$ 1,745	6.28
	- \$ 164		- \$ 218		- \$ 34		- \$ 169		- \$ 105	
Ranking Among 10 Districts In Dollar Raises	7th		7th		7th		6th		6th	

BENCHMARK SALARIES REFLECTED IN 1989-1990 AGREEMENTS  
ENTERED INTO BY CESA #3 DISTRICTS AND MONTICELLO

	<u>BA Min</u>	<u>BA Max</u>	<u>MA Min</u>	<u>MA Max</u>	<u>Sched. Max</u>
Belmont	\$ 19,150	\$ 24,875	\$ 20,875	\$ 27,820	\$ 28,395
Benton	19,000	25,837	20,575	29,263	31,547
Boscobel	19,588	27,879	20,688	33,122	34,242
Fennimore	19,600	25,792	21,278	30,988	32,987
Monticello	18,286	24,869	19,886	30,227	31,139
Patch Grove	19,000	24,250	20,575	26,875	27,400
Pecatonica	17,826	24,065	19,698	29,547	30,081
Potosi	19,200	25,125	20,700	28,650	29,650
Shullsburg	19,200	22,875	20,760	28,635	31,515
Average of 9 Districts	\$ 18,983	\$ 25,063	\$ 20,559	\$ 29,459	\$ 30,773

1989-90 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Assn. Offer</u>	\$ 19,050	\$ 25,003	\$ 22,098	\$ 30,432	\$ 31,575
	+ \$ 67	- \$ 60	+ \$ 1,539	+ \$ 973	+ \$ 802
Ranking Among 10 Districts	6th	5th	1st	3rd	3rd
<u>Dist. Offer</u>	\$ 18,623	\$ 24,443	\$ 21,603	\$ 29,750	\$ 30,868
	- \$ 360	- \$ 620	+ \$ 1,044	+ \$ 291	+ \$ 95
	8th	7th	1st	4th	6th

BENCHMARK SALARY INCREASES REFLECTED IN 1989-1990 Agreements  
ENTERED INTO BY CESA #3 DISTRICTS AND MONTICELLO

	BA Min		BA Max		MA Min		MA Max		Sched. Max	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Belmont	\$ 1,150	6.39	\$ 1,445	6.17	\$ 1,225	6.23	\$ 1,500	6.06	\$ 1,615	6.03
Benton	1,000	5.56	1,357	5.54	1,075	5.51	1,528	5.51	1,642	5.49
Boscobel	1,426	7.85	2,029	7.85	1,426	7.40	2,283	7.40	2,283	7.14
Fennimore	1,500	8.29	1,500	6.17	1,500	7.58	1,500	5.09	1,500	4.76
Monticello	786	4.49	1,069	4.49	786	4.12	1,195	4.12	1,195	3.99
Patch Grove	1,000	5.56	1,000	4.30	1,000	5.11	1,000	3.86	1,000	3.79
Pecatonica	961	5.70	1,297	5.70	1,062	5.70	1,593	5.70	1,621	5.70
Potosi	1,200	6.67	1,700	7.26	1,200	6.15	1,850	6.90	1,850	6.65
Shullsburg	1,300	7.26	1,300	6.03	1,300	6.68	1,300	4.76	1,300	4.30

AVERAGE INCREASE OVER 1989-90 AGREEMENTS - 9 DISTRICTS

\$ 1,258	6.42	\$ 1,411	5.95	\$ 1,175	6.05	\$ 1,538	5.49	\$ 1,556	5.32
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1989-1990 BLACK HAWK OFFERS COMPARED TO AVERAGE

<u>Assn. Offer</u>	\$ 1,125	6.28	\$ 1,476	6.27	\$ 1,305	6.28	\$ 1,797	6.28	\$ 1,864	6.27
	- \$ 133		+ \$ 65		+ \$ 130		+ \$ 259		+ \$ 308	
Ranking Among 10 Districts	5th		4th		3rd		3rd		3rd	
<u>Dist. Offer</u>	\$ 803	4.51	\$ 1,054	4.51	\$ 932	4.51	\$ 1,283	4.51	\$ 1,331	4.41
	- \$ 455		- \$ 357		- \$ 243		- \$ 255		- \$ 225	
Ranking Among 10 Districts	9th		9th		9th		8th		7th	