

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of

RIO EDUCATION ASSOCIATION

To Initiate Arbitration Between  
Said Petitioner and

RIO COMMUNITY SCHOOL DISTRICT  
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Case 10  
No. 42949  
INT/ARB-5409  
Decision No. 26328-A

Appearances:

Ms. Karen A. West, UniServ Director, South Central United Educators, appearing on behalf of the Association.

Mr. William G. Bracken, Director of Employee Relation Services, Wisconsin Association of School Boards, appearing on behalf of the Employer.

ARBITRATION AWARD:

On March 8, 1990, the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator, pursuant to 111.70 (4) (cm) 6. and 7. of the Wisconsin Municipal Employment Relations Act, to resolve an impasse existing between Rio Education Association, referred to herein as the Association, and Rio Community School District, referred to herein as the Employer, with respect to the issues specified below. The proceedings were conducted pursuant to Wis. Stats. 111.70 (4) (cm), and hearing was held at Rio, Wisconsin, on April 23, 1990, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs and reply briefs were filed in the matter. Final briefs were received by the Arbitrator on June 19, 1990.

THE DISPUTED ISSUES:

In dispute are the salary schedules for the years 1989-90 and 1990-91. There is also a dispute over the amount of improved contributions to the extra curricular salary schedule.

With respect to the salary schedule, the Employer proposes an \$18,844 BA base for 1989-90 and \$19,631 base for 1990-91. The Employer schedule tops at \$30,591 for MA-16, Step 11, in the year 1989-90 and \$31,725 for the school year 1990-91. The Association proposes an \$18,967 base for 1989-90 and \$19,915 base for 1990-91. The Association schedule tops at \$30,924 for MA-16, Step 11, in the year 1989-90 and \$32,470 for the year 1990-91.

The Employer proposes that the salary schedule be maintained in its prior format, i. e., 4% vertical increments and \$400 between the horizontal lanes. The Association proposes that the number of lanes and steps be maintained as in the predecessor salary schedules, and that the vertical increments be maintained at 4%. The Association, however, proposes that the horizontal increments be maintained at the same percentage differential which existed in the 1988-89 salary schedule rather than maintaining the uniform \$400 horizontal differential which existed in the 1988-89 schedule and in the 1987-88 schedule.

With respect to the extra curricular schedule, the Employer proposes that the terms of the Collective Bargaining Agreement at Article III, Section H provide that the extra curricular schedule for 1989-90 be adjusted by \$1,828 and in 1990-91 by \$1,918. In the predecessor Agreement, the amounts contained at Article III, Section H provided for annual increases in the extra curricular schedules amounting to \$2,400 per year. The Association proposes to maintain the language of the predecessor Agreement which provides for the \$2,400 annual increases to the extra curricular schedule.

#### DISCUSSION:

Wis. Stats. 111.70 (4) (cm) 7. direct the Arbitrator to give weight to the factors found at subsections a through j when making decisions under the arbitration procedures authorized in that paragraph. The undersigned, therefore, will review the evidence adduced at hearing and consider the arguments of the parties in light of that statutory criteria.

#### THE COMPARABLES

The undersigned has reviewed all of the evidence and argument and determines that the comparables relied on by prior arbitrators should not be disturbed in the instant proceedings. In his decision of March 14, 1979, Arbitrator David B. Johnson determined the comparables to be: Cambria, Fall River, Green Lake, Markesan, Montello, Necedah, New Lisbon, Pardeeville, Poynette, Princeton, Randolph, Rio, Westfield, Wild Rose and Wonewoc. In his April, 1988 Award, Arbitrator Gil Vernon determined that the comparables should include the dual county athletic conference and the school district of Poynette.

Neither party to this dispute, however, includes the school district of Poynette among its primary comparability grouping. Both parties rely on the dual county athletic conference. The undersigned, consequently, will adopt the conference as the primary comparable group which consists of: Cambria-Friesland, Fall River, Green Lake, Montello, Pardeeville, Princeton, Randolph, Rio and Westfield.

In addition to the primary comparables, the Association also proposes that the Arbitrator give consideration to comparisons among school districts located throughout the state. The Employer opposes that consideration. The undersigned believes that it is legitimate to consider comparisons to state-wide data, provided there is a showing of a relationship which existed prior to the time of the instant dispute. It follows from the foregoing, that state-wide data will be considered as a secondary consideration if the appropriate relationships have been established, particularly where data is either sparse or nonexistent for comparisons among the primary comparable group.

## THE STATUS QUO ISSUE

The record evidence establishes that prior to the final offers of the parties, the salary schedules which existed in the predecessor Collective Bargaining Agreement provided for \$400 horizontal increments and 4% vertical increments. The Association proposes that the horizontal increments be maintained at the same percentage differential which existed in the 1988-89 Collective Bargaining Agreement. While the Association position may be warranted in this instant dispute, the Association offer here simply does not reflect the status quo, because it espouses that percentage horizontal differentials be maintained, whereas, the salary schedules contained within the predecessor Collective Bargaining Agreement were based on \$400 horizontal increments. It follows from the foregoing that the Association offer proposes a change in the status quo as it relates to the salary schedule. Whether the Association has adduced persuasive evidence that the change should be adopted will be addressed when considering all of the data in the later sections of this Award.

## COMPARISONS OF THE PATTERNS OF SETTLEMENT

We look to Board Exhibit No. 36 compared to Association Exhibit No. 20 to determine the average amount of increase in comparable districts for the 1989-90 settlements. In making that comparison, we find that the average increase shown by the Association and the Employer differ. The following table displays the discrepancies between the data:

TABLE #1

	<u>EMPLOYER DATA</u>	<u>ASSOCIATION DATA</u>
Cambria-Friesland	\$ 1,580	\$ 1,731
Fall River	1,398	1,450
Green Lake	1,693	1,674
Montello	1,470	1,476
Pardeeville	1,412	1,388
Princeton	1,483	1,482
Randolph	1,451	1,686
Westfield	1,499	1,499
Average	1,498	1,548

From Table #1 above, it is obvious that the two major discrepancies involve data from Cambria-Friesland and Randolph School Districts. As the table indicates, the difference between the average of the Employer data and the Association data is \$50 per teacher. The difference between the data at Cambria-Friesland amounts to \$151 per teacher and at Randolph amounts to \$235 per teacher, for a total of \$386 per teacher differential in these two districts. This accounts for \$48.25 of difference in the averages between the parties. The undersigned has reviewed the data contained in Supplemental Exhibits furnished post-hearing by the Employer which verify the cost data contained within Board Exhibit No. 36 revised. The undersigned is satisfied that the Board data accurately reflects the cost per returning teacher. The differential between the parties' data and the Randolph School District is the result of the inclusion by the Association of \$9,012 in lane movement. The undersigned concludes that these costs should not be included in the

amount of increase per returning teacher, and, consequently, the Board data of \$1,451 is found to be accurate. In Cambria-Friesland, District Administrator Pierson advises in his letter of April 26, 1990, that the Association figures submitted include salaries from the salary schedule, credit salary, extra curricular dollars, credit reimbursement cost, while the board figures include only the salary schedule increases. For the same reasons as indicated with respect to Randolph, the undersigned concludes that the credit salary and credit reimbursement costs should not be included in the average cost per returning teacher, and, consequently, the Board's data is accepted.<sup>1</sup>

The Board has offered \$1,403 average increase per returning teacher for 1989-90, which calculates to a 5.8% increase. The Association proposal generates a \$1,602 average per returning teacher, which calculates to a 6.7% increase. The range of the increases among the dual county conference is \$1,398 (5.2%) increase to \$1,693 (6.5%) increase. The average increase among the comparables is \$1,498 (5.8%) increase. From the foregoing, it can be seen that the Board's percentage offer of 5.8% increase squares exactly with the average and falls at approximately the mid-point of the high and low percentage increase. The Association proposal of 6.7% increase exceeds any percentage increase entered into for the 1989-90 school year by 0.2%, and is 0.9% higher than the average. From the foregoing, the undersigned concludes that when considering percentage increases, the Employer offer more nearly reflects patterns of settlement among the dual county conference for 1989-90.

When considering the dollars per returning teacher, the Employer offer appears to be low. The Employer offer for 1989-90 is \$5 per returning teacher higher than the lowest increase granted (Fall River - \$1,398). The Association proposal, which generates \$1,602, however, is the second highest, second only to Green Lake (1,693). The Employer proposed increase for 1989-90 of \$1,403 is \$95 below the average increase, whereas, the Association proposal of \$1,602 is \$104 above the average. Because the offers of both parties gravitate to the high and low ends of the comparables as it relates to the average dollar increase per returning teacher, the Employer, being at the low end of the spectrum and the Association toward the high end of the spectrum, the undersigned concludes that neither party's offer is preferred when considering this pattern of settlement.

When considering both the percentage increases and the average dollar increases, the Employer offer is narrowly preferred, because its offer reflects the percentage increase more closely aligned to the pattern.

<sup>1/</sup> The undersigned has also considered the supplemental exhibits furnished by the Association post hearing. Exhibit Nos. 121 A through 127 furnish costing data for the dual county conference schools for 1989-90. For the reasons expressed above, the undersigned has concluded that the Cambria-Friesland data supplied by the Employer and the Randolph data supplied by the Employer is the more consistent costing method, and, therefore, will be relied on. The remaining discrepancies are comparatively close, and as a result, they will not impact the comparisons significantly, so for convenience the Employer data has been adopted.

We now look to the same patterns of settlement for the total package for 1989-90 and find that from Board Exhibit No. 37 revised the Employer offer generates \$2,457 average per returning teacher compared to the Association offer of \$2,714. The Employer offer calculates to 7.8%, whereas, the Association offer calculates to 8.6%. Among the comparables' total package settlements, the lowest settlement is \$2,175 at Princeton, and the highest is \$2,538 at Green Lake. The Princeton settlement calculates to 7.0%, however, the Montello settlement of \$2,241 calculates to 6.6% because it departs from a lower base. The Green Lake settlement calculates to 6.9%, however, the Randolph and Westfield settlements, which generate \$2,312 and \$2,492 respectively, calculate to 7.1% because those increases are departing from a lower 1988-89 base. The average of the increases among the comparables totals \$2,359 and 6.9%. Thus, the Employer offer of 7.8% is the highest percentage offer when considering total package, and the Association proposal of 8.6% is 0.8% higher than that of the Employer. When considering the average dollars of total package, the Employer offer of \$2,457 stands as the third highest, behind Westfield at \$2,492 and Green Lake at \$2,538. The Association offer, which generates a cost of \$2,714 exceeds the next highest total package cost of \$2,538 at Green Lake by \$176. The Employer offer generates a total package cost per returning teacher increase of \$274 higher than the average, whereas, the Association offer exceeds the average by \$355. From the foregoing, when considering total package increase per returning teacher, it is clear that the Employer offer more nearly mirrors the patterns of settlement for 1989-90.

For the year 1990-91 only two of the comparable dual county conference school districts have settled their disputes. The Association argues that these data should not be persuasive because they are insufficient to make judgments as to the patterns of settlement. The undersigned agrees that the settlement data is scanty for the year 1990-91, however, the data cannot be ignored. The Employer for 1990-91 has proposed a salary increase per returning teacher of \$1,564 (6.2%), and the Association has proposed \$1,829 (7.1%). Cambria-Friesland settled for an average increase per returning teacher of \$1,383 (5.3%) and Randolph School District settled for \$1,520 (5.9%). Thus, the Employer offer exceeds both settled districts for the year 1990-91 when considering salary settlements. The same picture emerges when looking at the total package settlements, where Cambria-Friesland settled for \$2,456 (6.8%) and Randolph settled for \$2,484 (7.1%). The Employer offer generates a total package cost per returning teacher of \$2,457 (7.2%) whereas the Association offer generates \$2,793 (8.2%). From the limited data that is available for the purpose of making comparisons for the 1990-91 school year, the Employer offer is supported by that data.

The undersigned would consider the patterns of settlement as they relate to 1990-91 state-wide by reason of the paucity of the data in the dual county conference for 1990-91 salary settlements. There is, however, nothing in the record which provides the undersigned the data for these comparisons. We find no percentage increases or average dollar per returning teacher data in the exhibits. Consequently, those comparisons cannot be made.

From all of the foregoing, the undersigned concludes that the patterns of settlement create a preference for the adoption of the final offer of the Employer in this dispute.

#### SALARY COMPARISONS

The Association argues that its offer should be adopted, not for the purpose of catch up, but rather, for the purpose of "keep up". The undersigned will examine

salary comparisons to determine whether salary comparisons dictate the adoption of the final offer of the Association, notwithstanding the earlier findings and conclusions that the patterns of settlement support the Employer final offer.

The Employer argues that bench mark comparisons should not be made, pointing to the fact that some salary schedules have been modified by compression of the schedules and by eliminating steps, making the bench mark comparisons invalid. The undersigned agrees that the Collective Bargaining Agreements which have modified salary schedules by foreshortening them, and where increments had been frozen, can result in distorted comparisons with districts where those modifications have not been made. The undersigned disagrees that this phenomenon makes all salary comparisons invalid. Certainly, the rate at which an employee starts work for the District, i. e., the BA base, is a valid comparison, irrespective of how salary schedules in certain of the districts may have been modified. Similarly, the top rates also constitute valid comparisons because that is the limit to which an employee may progress, pursuant to the terms of the salary schedule. The undersigned, therefore, will undertake these comparisons.

Turning first to a comparison of the BA without credits lane, the 1989-90 salary schedule proposed by the Association proposes a starting rate of \$18,967 and a top BA rate at step 11 of \$27,312. The Employer proposes a starting rate at the BA base of \$18,884, and a top BA rate of \$27,135. The average BA base among the dual county conference for 1989-90 is \$19,793, and BA base ranges among the comparables from a low of \$19,312 to a high of \$20,600 (Employer Exhibit No. 26). Thus, it can be seen that the BA base offered by either party ranks ninth among the comparables, and is several hundred dollars lower than the BA base of the next lowest of the comparables. When considering the BA max, however, the picture changes. Under the Employer offer the BA max for 1988-89 was \$27,135 and under the Association offer was \$27,312. Irrespective of which offer is adopted at the BA max a third ranking is established. In comparing the dollars at the BA max, the max ranges among the comparables from a low of \$24,280 to a high of \$27,700. From all of the foregoing, the undersigned concludes that when considering a comparison of salary schedules at the BA lane for 1989-90 among the comparable conference schools, there is no necessity to depart from the patterns of settlement in order to "keep up" as the Association argues.

In comparing MA base without credits and the MA max without credits, we find that the Association offer generates a base of \$20,539 and a max of \$29,720 (Employer Exhibit No. 27). The Employer offer for 1989-90 generates an MA base of \$20,444 and an MA max of \$29,439. Irrespective of which offer is adopted, the rankings at the MA base and at the MA max will result in a ranking of nine, or last among the comparables. The MA base offered by the Employer is \$1,206 below the next lowest MA base of the comparables, and the Association offer is \$1,011 below the next lowest MA base. In comparing the MA max levels, we find that the next lowest MA max among the comparables is \$29,880, the Employer offer being \$441 below the next lowest MA max of the comparables, and the Association offer being \$160 below the next lowest max. From the foregoing, the undersigned concludes that the Association offer more nearly reflects comparability of pay at the MA lane among the dual conference school districts than does that of the Employer, and, therefore, it is preferred when making this comparison.

Finally, we turn to a comparison of the schedule maximum. The schedule maximum in the Rio School District is MA-16, Step 11. The Employer offer for 1989-90

generates a top salary max at that step of \$30,591, and the Association offer generates a maximum of \$30,924 at that step. It is noted that neither Cambria-Friesland or Randolph have a salary maximum, because they both provide for an additional \$50 for each graduate level credit beyond the MA. Thus, conceivably the salary schedules in those two districts are without a ceiling. Because of the foregoing, Employer Exhibit No. 28 sets forth a ranking of only six of the comparable districts, omitting Cambria-Friesland and Randolph. Among the remaining six comparables, the lowest maximum salary in the schedule is \$32,510 and the highest is \$37,200. Both the Employer and the Association offer would rank seventh or last among the comparables. If one were to consider Cambria-Friesland and Randolph at the same level as the maximum in this district, i. e., MA plus 16, those schedules would provide a salary of \$31,800 at Cambria-Friesland for 1989-90, and \$31,985 at Randolph, both significantly higher than the maximum salary proposed in the schedules of the parties to this dispute. The foregoing comparisons at the salary maximums establish a preference for the Association offer.

In considering all of the foregoing, the undersigned has found that the Employer offer is sufficient when considering the BA salary schedule; that the Association offer is preferred when considering the MA minimum and maximum without credits, and the schedule maximum. When considering all of the foregoing, the undersigned now concludes that the Association offer is preferred in these comparisons, because it does more to close the gap in the MA minimum and maximum and schedule maximum than does the Employer offer, where both parties' offers rank them in the last position in these comparisons among the comparables. The foregoing is buttressed when considering that the adoption of the Association offer at the BA ranking will still maintain a third rank among the comparables at the BA maximum as does the Employer offer.

We look to the year 1990-91 and find only Cambria-Friesland and Randolph with salary schedules established for that year. Comparing the offers of the parties at the BA base and BA max, the same conclusions are drawn as were drawn for the year 1989-90. The same is true when comparing the MA base and MA max. When considering the schedule max, using the same observation made for 1989-90, i. e., a comparison of MA plus 16 for Cambria-Friesland and Randolph, we find that the Board offer generates \$31,725 compared to an Association offer of \$32,470. For 1989-90, the MA16 teacher in Cambria-Friesland will be paid \$32,800 at MA-16 for the year 1990-91 and at Randolph \$32,695 (Employer Exhibit No. 43). Thus, the same circumstances pertain when making these comparisons for 1990-91 as they did in making the comparisons for 1989-90. It follows from the foregoing, that the Association offer is also preferred when considering the comparisons of salary to salary at the points discussed supra for 1990-91.

We now turn to the data contained in Association exhibits which make comparisons between the salaries paid at the BA base, the BA maximum, the MA base, the MA maximum and the schedule maximum with state-wide averages. The data shows the relationship of these comparisons historically, commencing with the school year of 1984-85. Association Exhibit No. 14 A establishes that in 1984-85, BA base at Rio was \$963 below the state average, and that in 1988-89 it had eroded to \$1,044 below the state average. The exhibit also shows that at the BA maximum in 1984-85, Rio was \$2,849 below the state average, and in 1988-89 it was \$3,071 below the state average. At the MA minimum, Rio was \$1,281 below the state average in 1984-85 and in 1988-89 had eroded to \$1,499 below the average. At the MA maximum Rio was \$4,891 below the state average in 1984-85 and by 1988-89 had eroded

to \$5,679 below the state average. At the schedule max, in 1984-85 Rio was \$6,025 below the state average, and by 1988-89 it had eroded to \$7,276 below that average. The foregoing data establishes to the satisfaction of this Arbitrator that the instant school district has lost ground with respect to its relationship to the state averages. It follows therefrom that the data supports the Association offer in this dispute.

In a prior section of this Award, we have considered the total package percentage and dollar increases represented by the final offers of the parties compared to the total package dollar increases among the comparable school districts in the conference. We now look to a total compensation comparison of benefits to benefits as opposed to pattern of increases represented by package costs. Association Exhibit No. 84 A compares health insurance coverage and costs among the athletic conference districts. The exhibit shows that for family health insurance in the Rio School District for 1989-90, the premium is \$279.02 per month. The record establishes elsewhere that the premium participation by the Employer calculates to approximately 90% of the health insurance premium at Rio. The family premium among the comparables is as follows: \$330.96 per month at Cambria-Friesland; \$360.38 per month at Fall River; \$375.54 per month at Green Lake; \$281.16 per month at Montello; \$326.24 per month at Pardeeville; \$312.18 per month at Princeton; \$343.78 per month at Randolph and \$344.25 per month at Westfield. The exhibit also reveals the following Employer premium participation among the other conference districts: 95% at Cambria-Friesland; 96% at Fall River; 92.5% at Westfield; 100% at Green Lake, Montello, Pardeeville, Princeton and Randolph. From the foregoing, we see that the per cent of premium participation at Rio is less than any other comparable district. With respect to family deductibles on health insurance coverage, we find that Rio has a \$100 individual deductible and a \$200 family aggregate deductible, which is identical to the deductibles found at Cambria-Friesland and Randolph. The exhibit is unclear with respect to the family deductibles at Green Lake and Princeton. Fall River has no deductible; Montello and Westfield have \$50 individual deductibles and \$100 family aggregate deductible. From the foregoing, it is seen that the instant school district, when comparing deductibles, has deductibles at least as high as the other highest deductibles in place among the comparable schools.

With respect to dental insurance coverage, making the same comparisons as have been made with health insurance, we find from Association Exhibit No. 84 B that the family dental insurance premium at Rio is \$33.94 per month compared to \$34.70 at Cambria-Friesland; \$45.75 at Green Lake; \$37.56 at Montello; \$36.74 at Pardeeville; \$37.08 at Princeton; \$41.92 at Randolph; Fall River District provides single coverage only and Westfield provides no dental coverage. The foregoing establishes that the District pays the lowest premium among the comparable school districts for dental insurance. The exhibit further reveals that all of the districts, except the instant district, appear to provide 100% payment of premiums.

Making the same comparisons for life insurance benefits for the year 1989-90, Exhibit 84 C reveals that the Rio School District provides no life insurance coverage while Cambria-Friesland, Green Lake, Montello, Princeton, provide life insurance benefits. The remaining conference districts also provide no life insurance benefits.

From all of the foregoing data, the undersigned concludes that with respect to total compensation, when considering insurance benefits along with salaries, this Employer has provided total compensation at a lower level than the comparable



districts. Furthermore, the evidence establishes that the cost of providing the benefits is less for the instant Employer than any of the other comparable employers. From all of the foregoing, the undersigned concludes that when considering total compensation, the Association offer is preferred.

#### COMPARISON OF THE OFFERS HERE TO THE PRIVATE SECTOR SETTLEMENTS

Employer Exhibit No. 79 establishes that the average annual pay for the entire State of Wisconsin increased by 4.5% in 1988. Employer Exhibit No. 80 establishes that a survey conducted by Hewitt Associates showed that salaries increased 5.3% in 1989. Employer Exhibit No. 81 establishes that pay increases for state employees for 1988-89 increased by 3.5% and 4% in 1990-91. Employer Exhibit No. 85 establishes that major collective bargaining settlements in private industries during 1989 provided wage rate adjustments averaging 4% in the first contract year and 3.3% annually over the life of the contract. Board Exhibit No. 83 shows that exempt employees under the Fair Labor Standards Act in small companies received a 5.1% salary increase in both years 1988 and 1989. In comparison to the Board's offer of 5.8% in 1989-90 and 6.2% in 1990-91 to the aforementioned increases in the private sector, the undersigned concludes that these comparisons favor the adoption of the Employer offer.

#### THE COST OF LIVING CRITERIA

The Board's offer of wage increases of 5.8% and 6.2% clearly exceed the cost of living. Consequently, it must be concluded that the cost of living criteria favors the Employer offer. The weight, however, to be placed on this criteria is diminished by reason of the almost universal arbitral opinion that most appropriate measure of insulation against the cost of living increases is measured by the voluntary settlements which have occurred among the comparable school districts. Therefore, while this criteria favors the Employer offer, the weight of this evidence is diminished.

#### INTEREST AND WELFARE OF THE PUBLIC

The Employer submits evidence at Employer Exhibit No. 12 that in 1988 the average total taxable income in Rio ranked in the middle among comparable school districts. The Employer, at Exhibit No. 11, submitted evidence that the gross and effective property tax rates were the highest among the comparables. The Board at Exhibit No. 64 through 68 submits evidence intending to show that there is little economic reason to raise teacher salaries since there is an adequate supply of most teachers.

The Association in its exhibits 66 through 74 provides turnover comparisons of the Rio School District vis a vis the comparables. The data establishes that the turnover percentage from the school year 1986-87 through 1989-90 at Rio is 17% compared to 12.3% in Princeton, 10.2% at Green Lake; 9.9% at Pardeeville and Cambria-Friesland; 9.8% at Fall River; 7.7% at Randolph; 7.5% at Westfield and 6.8% at Montello. If retirees are removed from the data for the same time span, the Rio School District turnover rate for the years 1986-87 through 1989-90 calculates to 16.2% compared to the next highest turnover rate at Princeton of 8.6% and compared to the lowest turnover rate of 5.4% at Westfield. If part time teachers are removed from that data, the evidence reveals that the turnover rate at Rio is 14.9% compared to the next highest turnover rate of 5.8% at Cambria-Friesland; and the lowest turnover rate of 2% at Randolph.

The Employer has argued that the raw data does not indicate cause of the turnover. The Employer argues that a number of the terminating teachers have left for reasons other than salary. The Employer argument has validity in that at hearing there was evidence presented with respect to only several of the terminations which were attributable to salary. Nonetheless, it is unlikely that any of the terminations occurred because the salary schedules were too high. Because there is evidence in the record establishing the reason for several of the terminations to be because of salary; and because it is credible to this Arbitrator that salary plays an important role in teacher retention; it follows that the high turnover is at least in part due to the salary schedules in force in the instant school district compared to salary opportunities in the profession elsewhere.

From all of the foregoing, we find that there are competing interests as it relates to the interest and welfare of the public. Certainly, it is within the interest and welfare of the public to retain qualified professional teachers in the school district. It is also in the interest and welfare of the public to establish tax rates which are not excessive compared to the comparables. On balance, the undersigned concludes that the criteria of interest and welfare of the public is unpersuasive as it relates to resolution of this dispute.

#### THE EXTRA CURRICULAR SALARY DISPUTE

At issue is whether the extra curricular schedules should be improved by a total of \$1,828 in 1989-90, and by \$1,918 in 1990-91, as the Employer proposes; or whether the terms of the predecessor Agreement should be retained as the Association proposes. The predecessor Agreement provides for an improvement of \$2,400 each year.

The Association argues that the "status quo" should be maintained. The Employer argues that the amount of improvement is negotiable and that the increases contained in the prior Agreement can not be considered as the "status quo". The Employer also posits that the issue is comparatively minor in relation to the primary issue of the salary schedule, and, therefore, this issue should be controlled by the decision in the primary issue.

The Arbitrator agrees with the Employer that the disposition of the extra curricular issue is controlled by the outcome of the primary issue, the salary schedule. Consequently, no further attention need be given to this issue.

#### CONCLUSIONS:

The undersigned has found that patterns of settlement and the cost of living criteria establish a preference for the Employer offer. The undersigned has also found that a comparison of salaries to comparable salaries paid, and a comparison of total compensation paid to the teachers in the instant District compared to the total compensation among the comparable school districts also favors the adoption of the Association offer. Because the undersigned now concludes that the salary comparisons and the total compensation comparisons are to be given the greatest weight, it follows therefrom that the Association offer in this dispute is to be adopted. In adopting the Association offer, the undersigned is satisfied that even though the Association has departed from the format in which the prior salary schedules have been constructed, that departure is essential in order to maintain and/or close the gap of the salaries paid at the higher ends of the salary schedule compared to salary schedules now in place among comparable school districts.

Therefore, based on the discussion set forth above, and the evidence adduced at hearing, after considering all of the statutory criteria and the arguments of the parties, the Arbitrator makes the following:

AWARD

The final offer of the Association, along with the stipulation of the parties as furnished to the Wisconsin Employment Relations Commission, as well as those terms of the predecessor Collective Bargaining Agreement which remain unchanged through the course of bargaining, are to be incorporated into the parties' written Collective Bargaining Agreement.

Dated at Fond du Lac, Wisconsin, this 27th day of September, 1990.



Jos. B. Kerkman,  
Arbitrator

JBK:rr