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BEFORE THE ARBITRATOR

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In the Matter of the Petition of :
JEFFERSON EDUCATION ASSOCIATION :
To Initiate Arbitration Between :
Said Petitioner and :
JEFFERSON SCHOOL DISTRICT :

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Case 25
No. 44381 INT/ARB-5734
Decision No. 26877-A

Appearances:

Ms. Alice O'Maher, Executive Director, Capital Area UniServ North, 4800 Ivywood Trail, McFarland, Wisconsin 53558, for Jefferson Education Association.

James K. Ruhly, Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, P.O. Box 1664, Madison, Wisconsin, for Jefferson School District.

ARBITRATION AWARD

Jefferson Education Association, hereinafter referred to as the Association, and the Jefferson School District, Jefferson, Wisconsin, hereinafter referred to as the district, having between February 19, 1990 and August 3, 1990 met in collective bargaining on five occasions in an effort to reach an accord on the terms of a collective bargaining agreement to succeed an agreement which expired on June 30, 1990, covering all certified employees of the District engaged in teaching, who are under contract, including classroom teachers, Chapter I reading teachers, librarians, guidance personnel, psychologists, social workers and speech correctionists, but excluding Administrators, principals, assistant principals, supervisors, business manager, and substitute teachers. On August 3, 1990 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)7 of the Municipal Employment Relations Act, and following an investigation in the matter, the parties by April 24, 1991 filed their final offers, and on April 30, 1991 the WERC 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 issues existing between them, and in that respect the WERC submitted a panel of seven arbitrators from which the parties were to select a single arbitrator. After being advised by the parties that they had selected the undersigned, the WERC, on May 16, 1991, 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 its investigation.

Pursuant to arrangements previously agreed upon, the undersigned conducted hearing in the matter on July 26, 1991 at the offices of the District, Jefferson, Wisconsin, during which the parties were afforded the opportunity to present evidence and argument. The hearing was transcribed, and a copy of the transcript was received by the Arbitrator on September 3, 1991. The parties filed their initial briefs on September 28, 1991. Reply briefs and addenda thereto were received by the Arbitrator by November 4, 1991, thus closing the record as of the latter date.

The Issue Before the Arbitrator

The Arbitrator must determine which of the final offers is more supported by the evidence adduced herein relating to the statutory criteria set forth in Sec. 111.70(4) (cm)7 of the Municipal Employment Relations Act, and therefore to be incorporated in the collective bargaining agreement between the parties.

The Statutory Criteria

Said statutory provision contains the following criteria to be considered by the Arbitrator in an interest arbitration proceeding:

- "a. The lawful authority of the municipal employer.
- b. The stipulations of the parties.
- c. The interest and welfare of the public and the financial ability of unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees generally in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employees, 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 Positions of the Parties With Respect to the Statutory Criteria

The Association avers that all the statutory criteria "to a greater or lesser degree may be attributed by the parties in support of their final offers", nevertheless it asserts that a consideration of the factors set forth in "b, c, d, h, i and j" are sufficient to substantiate its final offer as most reasonable herein.

The District, in its brief, urges that its final offer be preferred upon the consideration of the statutory criteria, "with particular emphasis on the interests and welfare of the public, comparison with the wages and conditions of employment of other teachers in comparable districts, the cost-of-living increases, and overall compensation". The District also argues that under ss. 7, j, "the parties' bargaining history and the voluntary agreements which have produced a distinctive Jefferson flavor to the contract must also be considered, contending that years of nonmandated, uncoerced agreements with creative solutions should not be cast aside merely because other districts resolved their differences in a different fashion, or a new employe bargaining team disowns its predecessor's priorities and judgments."

The Issue As To Appropriate Comparables

The Association contends that the most reasonable and meaningful comparables are the districts which, along with Jefferson, comprise the Southern Lakes Athletic Conference (SLAC), namely the districts of:

Badger High School *	East Troy *	Waterford High School
Burlington	Elkhorn	Whitewater *
Central-Salem *	Milton	Wilmot High School *
Delavan-Darien	Union Grove High School *	

All of the above districts have settled their agreements covering teachers for the 1990-91 school year, and those districts marked with an asterisk have settled their 1991-92 agreements. The Association points out that Badger High School has a unique salary system having only two rates, and therefore is less comparable than the remaining SLAC districts on the salary issues. It indicates that the only previous interest arbitration proceeding involving the District¹ and its teachers, who were then represented by another labor organization having no affiliation with the Association, and that the arbitrator therein did not utilize all of the SLAC districts as the most appropriate comparable grouping, since Jefferson had only been a member of said conference for one year, and instead that arbitrator considered the districts of Delavan-Darien, Elkhorn and Whitewater of the SLAC districts, as well as the non-SLAC districts of Cambridge, Fort Atkinson, Johnson Creek, Lake Mills and Palmyra-Eagle. It argues that the parties herein reached their tentative agreement on the salaries relating to coaches on the basis of the

¹Case XIV. No. 32020, MED/ARB 2389, 3/84

salaries received by the coaches in the employ of the SLAC districts. The Association urges the Arbitrator to accept the SLAC districts as the most appropriate primary comparable grouping in order to "provide the parties with the stability offered by said grouping for the sake of the instant contract and future bargains."

The District would exclude the districts in the eastern half of the SLAC from its most comparable grouping, and it would include therein the two contiguous non-SLAC districts having a roughly equivalent size. Said proposed grouping consists of:

<u>SLAC Districts</u>		<u>Non-SLAC Districts</u>
Delavan-Darien	Milton	Fort Atkinson
East Troy	Whitewater	Palmyra-Eagle
Elkhorn		

The District contends that in the previous proceeding involving the District the parties looked to the western half of the SLAC and its similar sized districts which were contiguous to Jefferson "for guidance". The Association takes issue with the latter characterization as to the Association's position with regard to the most comparable grouping in that arbitration proceeding, indicating that it did not propose the grouping utilized by the arbitrator therein.

Discussion

Neither party presented persuasive argument for the adoption by the Arbitrator of either of the comparable groupings proposed by either of them as the most comparable grouping. The adoption of the Association's proposed grouping will not necessarily provide the parties with any stability "for the sake of future bargains", as demonstrated by the impact on the parties of the most comparable

grouping adopted by the arbitrator in the previous interest arbitration proceeding. Nor does the District's geographical approach to this issue provide any sufficient basis for favoring its proposed grouping, absent additional evidence in support thereof.

The Arbitrator is then left with the consideration as to whether all the SLAC districts and the two contiguous districts of Fort Atkinson and Palmyra-Eagle are to be included in the most comparable grouping. Said districts, during the 1990-91 school year, had the pupil population and the full time equivalent teachers as follows:

<u>District</u>	<u>Type</u>	<u>Pupils</u>	<u>FTE</u>	<u>District</u>	<u>Type</u>	<u>Pupils</u>	<u>FTE</u>
Burlington	K-12	3,025	171.5	Jefferson	K-12	1,657	139.5
Central-Salem	K-8	137	11.5	Milton	K-12	2,321	154.1
Delavan-Darien	K-12	2,055	128.4	Palmyra-Eagle	K-12	1,195	87.3
East Troy	K-12	1,567	91.6	Union Grove HS	9-12	550	34.4
Elkhorn	K-12	1,554	99.6	Waterford HS	9-12	649	41.0
Fort Atkinson	K-12	2,331	176.2	Whitewater	K-12	1,187	118.5
				Wilmot	9-12	613	33.2

The Arbitrator excludes the K-8 and 9-12 districts from the most comparable grouping because of their relatively small pupil and teacher populations. Therefore, the arbitrator concludes that the most comparable grouping consists of the K-12 districts, hereafter referred to as the MCG:

Burlington	Elkhorn	Palmyra-Eagle
Delavan-Darien	Fort Atkinson	Whitewater
East Troy	Milton	

Accords Reached During Negotiations

During the course of their bargaining the parties reached accords on changes in various of the articles in their agreement covering the two year period from July 1, 1988 through June 30, 1990, for the purpose of including same in their successor agreement. Tentative agreements reflecting same were executed on March 28, June 21, November 7, 1990, and February 19, 1991.

The Proposals In Issue

Both parties, in their final offers, proposed changes in various provisions included in their 1988-90 agreement. Said agreement contained the following provision:

ARTICLE VI TEACHER EMPLOYMENT POLICIES
Section J. Other Reimbursable Days

- "1. Up to a total of three (3) days per year shall be granted for any combination of the following"
 - a. Serious illness or serious injury of the employee's spouse, children, parents, or those for whom the employee has direct responsibility. Serious illness shall be defined as an illness requiring the attention of or consultation with a physician.
 - b. Funerals of those identified above and also to include grandparents, grandchildren, brothers and sisters of the employee.
 - c. Court appearances as required.
2. In addition to the three (3) days in K, 1. above, one-tenth of the accumulated sick leave to a maximum of ten (10) days per year may be granted at the discretion of the Superintendent for:
 - a. Items identified under K, 1.a. above.
 - b. Funerals outside of the immediate family as defined in K, 1.b. above.
 - c. Doctor and dentist appointments when only available during school hours.

d. Other emergencies not specified above."

In para. 2 of the above provision the Association proposes an editorial change by correcting the reference to "K, 1.", by substituting therefore the reference to "J, 1". The District voiced no objection to the proposed change.

Further, in its final offer, the Association proposes to add the following additional paragraph in Section J:

"3. a. One day of sick leave per year may be used for personal business. A personal business day may not be taken on inservice, professional, or workshop days, immediately following or preceding school vacations or during the last two weeks of school, unless approved in advance by the superintendent of schools."

The District's final offer contains no proposal relating to leave for personal business.

Background Facts

Three teachers in the employ of the District were called as witnesses by the Association to testify in support of its personal business leave day proposal. The initial witness in October 1987, during the second month of her employment with the District, requested a day off to be deducted from her sick leave, to attend a military conference with her husband, a career military man. She was denied said request. Another teacher testified that shortly after the commencement of classes in the fall of 1987, she sought permission from the then superintendent, on behalf of herself and another teacher, to take one day off to participate in a local season end golf tournament. Said teachers were permitted to take the day off from sick leave, but were required to make up said day. The

third teacher witness testified that, some four years prior to the hearing herein, she sought to have a day off to attend a scholarship ceremony at another school district honoring her daughter, who was a student in the latter district. The request was made under the assumption that the teacher could take the day as being deducted from her sick leave. However, the daughter became ill, and was unable to attend the event, thus the teacher did not take off that day. Thereafter, the teacher was informed that had she taken that day off to attend the event, she would not have been paid for said day.

The District presented an exhibit tabulating the utilization of "other emergency" days granted to teachers during the 1990-91 school year, pursuant to Article VI, J, 2, d. Said data is reflected in Appendix "A", attached hereto. It demonstrates that eleven teachers were permitted days off with pay for some nine "family matters", four teachers were permitted four days off for three matters characterized as "personal emergencies", five teachers utilized five "emergency days" for "other personal matters", and four teachers were each granted one day for "Personal business" reasons.

The 1990-91 bargaining agreements covering teachers in the employ of the eight most comparable districts contain provisions relating to personal leave. Specific data relating thereto are reflected in the tabulation attached hereto as Appendix "B".

Association Position

In support of its proposal, para. 3, to be included in Article VI, J, the Association characterizes same as not constituting "an additional benefit, i.e., no new days are added", but rather it

claims that the proposal constitutes "a mechanism for possible redistribution of a current benefit, i.e., a personal day deducted from sick leave". While the Association acknowledges that the District has, on occasion, exercised its discretionary authority under this Article, to grant teachers days off for various unspecified reasons, it contends that the exercise of such discretion has been abused and that its application has not been consistent or fair, therefore constituting a basis for abandoning the status quo.

The District Position

The District contends that it has interpreted the "other emergencies" language in the agreement quite liberally. It argues that in the past the Association has sought a similar provision in previous negotiations, and that the District, more or less, bought off such proposals by compromising other issues, and by granting additional compensation to teachers in lieu thereof. It contended that the Association has failed to establish that the present provision is unfair, or inadequate, or in need of alteration. It points out that the Association's proposal does not contain restrictions relating to prior notice requesting said leave, or any limitation as to the number of teachers taking such leave on any given day, no standard as to the purpose of the request, as well as no restrictions relating to the day on which such leave may be taken - i.e. - extending holidays, or during the initial weeks of the school year. The District concludes its argument, in part, as follows:

"The Union should be required to prove a substantial need for the change it seeks, including an inadequacy and

unfairness in the present reimbursable leave arrangements. It has not done so. The Union should be required to prove that its proposal would not be disruptive to the District. It has not. And finally, the Union must show that its proposal provides a reasonable and satisfactory answer to whatever need exists. It has not... The District urges the arbitrator to find that the District's status quo proposal on reimbursable absences is preferable to the Union's proposal to add a personal leave day. If the issues are "weighted" this issue should be weighted at least as heavily as any other single issue in this proceeding."

Discussion

While the Association's proposal does contain limited restrictions as to when personal leave may be taken, it omits the limitation relating to the extensions of holiday. It is also lacking in any notice requirements, which are included in seven of the agreements involving the eight comparable districts. It also lacks language relating to the number of teachers who can take such leave on any given day, which in the opinion of the Arbitrator is necessary in order to avoid an unwarranted disruption in any one school operated by the District.

The record does not support the Association's claim that the District has exercised its discretion in administering the existing provision in an abusive inconsistent or unfair manner. The contrary appears to be supported by the evidence, as demonstrated that during the 1990-91 school year teachers on twenty-four occasions were granted "emergency days" off, pursuant to the existing contractual provision. Under said circumstances, and the absence of limiting language in the Association's proposed provision, persuades the Arbitrator to favor the provision as it presently exists.

Dental Insurance Premiums

Paragraph A. 2. of the Article VII appeared as follows in the 1988-90 agreement:

"The Board shall pay up to \$31.00 per month toward the cost of the family plan dental insurance, and up to \$10.50 per month toward the costs of the single plan dental insurance. In addition to the above amounts, the Board will pay one-half (1/2) of any premium increase received during the term of this agreement."

The Association's final offer proposes to change this provision to read as follows:

"Effective July 1, 1990 the Board shall pay up to \$38.56 per month toward the cost of family plan dental insurance, and up to \$13.13 per month toward the cost of the single plan dental insurance. Effective January 1, 1992 the Board shall pay up to \$42.42 per month toward the cost of family dental insurance, and up to the \$14.43 per month toward the cost of the single plan. In addition to the above amounts, the Board will pay one-half (1/2) of any additional premium increase received during the term of this agreement."

The District's final offer would retain the language appearing in the 1988-90 agreement, but would increase its contribution up to \$36.63 per month toward the cost of the family plan, and up to \$12.47 per month toward the cost of the single plan.

Background Facts

As indicated during the 1988-89 school year the District paid \$31.00 and \$10.50, respectively, per month toward the payment of dental insurance premiums, approximately 95% of the total premium costs, with the remaining 5% paid by the individual teachers. Prior to the end of the 1989-90 school year, premium costs rose to \$34.34 and \$11.87 per month, and as a result, both the District and the individual teachers split the increase over the amounts set forth in

the labor agreement. As a result the District's contribution to the premium constituted 93% of the family premium, and 92% of the single plan premium. In July 1990 the premium costs rose to \$38.56 and \$13.13 respectively. The Associations's proposal would require the District to pick up the full amount of said costs, and increases during the term of the 1990-92 agreement, at least until January 1, 1992 would be split between the District and the individual teachers. Following the latter date the District would be obligated to pick up the costs of the premiums, up to the amounts set forth in the proposal. Should the costs exceed said amounts, the increase would be split. Under the District's proposal it would pick up the premium costs up to the amounts set forth therein for the entire term of the 1990-92 agreement, with equal sharing of costs over and above same.

A review of the provisions relating to monthly premium payments by each of the districts for dental insurance in effect in the collective bargaining agreements covering teachers in the employ of the eight most comparable districts indicates the following:

	1990-91		1991-92	
	<u>Family</u>	<u>Single</u>	<u>Family</u>	<u>Single</u>
Burlington	\$47.20	\$15.56	\$59.92	\$19.40
Delavan-Darien	41.54	12.30	41.54	12.30
East Troy	48.58	18.48	48.92	18.62
Elkhorn	51.18	15.60	51.23	15.60
Fort Atkinson	43.76	13.40	NA	NA
Milton	47.20	17.76	49.36	18.60
Palmyra-Eagle	57.94	21.76	NA	NA
Whitewater	46.16	16.02	46.84	18.26

It is apparent that the payments required under both offers herein require the District to pay less than the premium payments paid by the above districts, except that in Delavan-Darien the latter pays less for single coverage in both 1990-91 and 1991-92, and less for family coverage in 1991-92.

The districts of Burlington and Milton are required to pay "the full premium". The districts of Delavan-Darien, Elkhorn, Fort Atkinson and Palmyra-Eagle are required to pay "100% of the premium". East Troy's agreement requires it to pay the amounts set forth above, with a 50-50 split if the premiums exceed said amounts. The Whitewater agreement requires the district to pay up to \$60(F) and \$18(S), thus implying that if the monthly premium exceeds said amounts, the teachers pay the full excess.

The Position of the Association

In its briefs the Association emphasized that the SLAC districts, except Jefferson, Fort Atkinson and Palmyra-Eagle require employer fully paid dental insurance premiums, either expressly requiring the payment of 100% of said costs, or the dollar caps set forth in their agreements equate or surpass full premium costs. It contends that its proposal is a modest approach to said result, which will "equate to the full dollar premium - a level fully enjoyed by all the comparables".

The Position of the District

The District points out that prior to the 1988-90 agreement, the previous agreement set forth the District's singular monetary contribution, with no provision for the contribution of premium

proposed new language would be applied at the elementary level. The District concludes that the selection of the Association's offered language "would impose upon the parties a provision over which the record shows there is a substantial and significant disagreement".

Discussion

Both of the parties, in their offers, propose to increase the pay of a teacher from nine (\$9.00) to ten (\$10.00) dollars per day when said teacher acts as a substitute during a period which would normally have been used as the teacher's preparation period. The Association's offer proposes the application thereof to "teachers at all levels", whereas under the 1988-90 agreement, the provision apparently was not applicable to elementary teachers. A careful reading of all of the provisions of the 1988-90 agreement by the Arbitrator revealed no other provision relating to "preparation time or period".

During the course of the hearing, the positions expressed by the representatives of the parties reflected their differences as to the intent, meaning and impact of the provision proposed by the Association. The statements made by the Association's representative prompts the Arbitrator to ask the following: If the proposal's intent was to (1) provide a preparation period for an elementary teacher when that teacher's class was taken over by a special teacher, in whole or in part; and/or (2) to establish that the elementary teacher would be acting in the capacity as a "substitute for another teacher" where the special teacher does not take over the entire class; and/or (3) provide that the regular teacher would be

deemed to have lost a preparation period because of the cancellation of the special teacher, and that the regular teacher would be paid the substitute rate for said cancellation; the Association should have spelled same out in its proposal. The Arbitrator favors the District's offer in this regard, because of the patent ambiguity of the Association's proposal.

Term of Agreement (Including "Zipper" Provision)

ARTICLE XIV of the 1988-90 agreement contained the following material provisions:

"All provisions of this Agreement shall continue and remain in full force and effect and binding on the parties for the period July 1, 1988 through June 30, 1990.

This Agreement shall not be extended orally and shall expire on June 30, 1990 unless prior to that date the parties agree in writing to modify this Article.

This agreement represents the entire agreement of the parties and supersedes all previous agreements. For the life of this agreement, the parties each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any and all subject or matter, and neither party shall be obligated to bargain thereon, except as provided in the reopener clause above. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's discretion and control."

Both final offers set forth that the term of the new agreement covers the period July 1, 1990 through June 30, 1992. The Association, in its final offer, would delete the second paragraph of the Article, thus making no reference to an extension of the 1990-92 agreement, or for that matter, the expiration date. It proposes to change the above third paragraph to read as follows:

"The parties, for the life of this agreement, voluntarily and unqualifiedly waive the right to bargain collectively and agree that the other shall not be obligated to bargaining collectively, with respect to any subject or matter specifically referred to or covered in this agreement. In addition, the parties, for the life of this agreement, voluntarily and unqualifiedly waive the right to bargain collectively, and agree that the other shall not be obligated to bargain collectively, with respect to subjects or matter that arose as a result of the parties' proposals during bargaining but which were not agreed to, provided that the District takes no action to unilaterally change conditions affecting those matters."

The District's offer includes the first two paragraphs of the Article, with dates previously agreed upon, and it revises the third paragraph to read as follows:

"This agreement represents the entire agreement of the parties and supersedes all previous agreements. Each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject of bargaining which was, or could have been, raised or discussed in the bargaining for this Agreement, neither party shall be obligated to bargain on any subject for the life of this agreement."

Discussion

The Association contends that its proposed language protects management from mid-term bargaining unless the District's action triggers same, e.g. "makes a unilateral change of the conditions affecting those proposals". It characterizes its offer as constituting a waiver of bargaining during the life of the agreement on proposals which were made at the bargaining table and subsequently dropped. The Association describes the District's proposal as being vague, and therefore would result in inevitable conflict. The Association presented no argument or rationale relating to its elimination of the first paragraph appearing in the article in the 1988-90 agreement.

The District argues that its waiver language encourages the parties "to bring their concerns to the bargaining table". It acknowledges that its proposed language does not waive bargaining as to a matter which could not have been brought to the table. It also criticizes the Association's desire to eliminate the language which would extend the agreement beyond the June 30, 1992 expiration date, arguing that the Association's proposal "could mean that the contract extends beyond the termination date if a successor agreement is not reached".

The rationale and arguments submitted by the parties in support of their proposals relating to the term of the agreement are not very helpful to the Arbitrator in determining which proposal is to be favored. The language contained in both proposals provides fodder for grievance arbitration, as well as litigation before the WERC relating to the duty to bargain over matter which might be affected by the language involved. Be that as it may, in the Arbitrator's opinion, each of the offers contain language reflecting an improvement over the "zipper clause" language contained in the 1988-90 agreement.

Salary and Total Package Increases

The Association contends that the teachers of the District require substantial and immediate improvement in their salaries. It argues that its salary offer is more reasonable than that of the District, when compared to the settlements among the districts in its proposed group of comparables as disclosed in comparing benchmark salaries. It argues that the District's below average salaries will

not improve that employees affected without realizing a higher than average adjustment in their pay. It claims that its offer has been structured toward a modest and reasonable catch-up increase in teacher salaries, and, to the contrary, that the District's offer "makes minuscule improvement at such a slight rate as to be meaningless". The Association contends that its offer, increasing each cell in the salary schedule by 5.7%, more equitably distributes raises to all teaching staff members, and that in the past voluntary settlements may have resulted in a correction of certain salary deficiencies, but that such action generally served to keep salaries down. It points out that the District's ability to pay the costs of the Association's offer is not in issue, as evidenced by the seven percent raise granted to its superintendent for the 1990-91 school year.

The District contends that its offer of the base salary increase of 5.8% and 5.3% for the two years involved is adequate, that it is more reasonable than the offer of the Association, and that it better meets the statutory criteria. It points out that its offer exceeds the increases granted by the districts in its proposed comparable grouping, averaging an increase of 5.95% as compared to its offer of 7.09% for the 1990-91 school year. It also points out that its total package offer for the latter year demonstrates an increase of 7.75% compared to the 7.33% average total package costs of its seven district comparables. It argues that its offer to increase teacher salaries by 6.24% for the 1991-92 school year is closer to the average increase of 6.35% granted by the districts of East Troy, Fort

Atkinson and Whitewater, which settled for said school year, when compared to the Association's offer on total package costs for said year.

The District argues that the percentage increase in the CPI for the period from June 1989 to June 1990, which it claims is relevant to the bargaining leading to the 1990-91 school year, amounted to an increase of 3.47%, which favors its offer for that year. It also argues that its offer of a 6.14% increase in teacher salaries for the 1991-92 school year is closer to the CPI increase than is the Union's offer of 6.93%.

Background

The salary schedules proposed in each of the offers for the school years 1990-91 and 1991-92 are attached hereto as Appendices "C-1" through "C-4".

Benchmark Comparisons

The parties agree that the following seven benchmarks should be utilized for comparison purposes. The following tabulation reflects the average of the benchmark salaries of the eight districts comprising the most comparable grouping (MCG) with the benchmark salaries in effect at Jefferson, during the year 1989-90 (See Appendix "D"):

	<u>MCG - 8 District Average</u>	<u>Jefferson</u>
BA	\$ 20,058	\$ 18,375
BA+7	24,358	23,153
BA MAX	25,617	23,153
MA	22,384	20,475

MA+10	30,204	28,009
MA MAX	32,864	30,949
SCH MAX	36,606	34,720

The average of said benchmark salaries reflected in the agreements for the year 1990-91 covering the teachers in the employ of the eight MCG districts as compared with the salaries which would be generated by each of the offers herein for said school year, is reflected as follows (See Appendix "E"):

	<u>MCG - 8 District Average</u>	<u>Assoc. Offer</u>	<u>Jefferson</u>
BA	\$ 20,900	\$ 19,432	\$ 19,450
BA+7	25,307	24,484	24,507
BA MAX	27,074	24,484	24,507
MA	23,464	21,652	21,550
MA+10	31,601	29,619	29,525
MA MAX	35,007	32,728	32,637
SCH MAX	39,052	36,716	36,526

The following tabulation reflects the average dollar and percentage increases granted by the eight MCG districts at the seven benchmarks compared to the dollar and percentage increases which would be generated by the offers herein for 1990-91:

	<u>MCG - 8 District Average Increase Over 1989-90</u>		<u>Assoc. Offer Increase Over 1989-90</u>		<u>Dist. Offer Increase Over 1989-90</u>	
BA	\$ 842	4.18%	\$1,057	5.75%	\$1,075	5.85%
BA+7	949	3.89%	1,331	5.75%	1,345	5.81%
BA MAX	1,457	5.68%	1,331	5.75%	1,345	5.81%
MA	1,080	4.82%	1,177	5.75%	1,075	5.25%

MA+10	1,397	4.62%	1,610	5.75%	1,516	5.41%
MA MAX	2,143	6.52%	1,779	5.75%	1,688	5.45%
SCH MAX	2,446	6.68%	1,996	5.75%	1,806	5.20%
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Average Benchmark Increase	\$1,473	5.20%	\$1,468	5.75%	\$1,410	5.54%

The dollar differences between the average of the eight MCG district benchmark salaries and the Jefferson salaries in 1989-90, and the results which would be generated by both offers for the 1990-91 school year, as compared to the average of settlements involving the MCG districts for the latter year, are indicated as follows:

	<u>1989-90 Agreement</u>	<u>1990-91 Assoc. Offer</u>	<u>1990-91 Dist. Offer</u>
BA	- \$1,683	- \$1,468 (Gain of \$215)	- \$1,450 (Gain of \$233)
BA+7	- 1,205	- 823 (Gain of \$382)	- 800 (Gain of \$405)
BA MAX	- 2,464	- 2,590 (Loss of \$126)	- 2,567 (Loss of \$103)
MA	- 1,909	- 1,812 (Gain of \$197)	- 1,914 (Loss of \$5)
MA+10	- 2,195	- 1,982 (Gain of \$213)	- 2,076 (Gain of \$119)
MA MAX	- 1,925	- 2,279 (Gain of \$354)	- 2,370 (Loss of \$445)
SCH MAX	- 1,886	- 2,336 (Loss of \$450)	- 2,526 (Loss of \$640)
Total Benchmark		Total Benchmark	Total Benchmark
Net Gain \$77		Net Loss \$436	

A review of the salaries paid at the various benchmarks by the eight MCG districts, as well as Jefferson, in the 1989-90 school year, as well as a review of the benchmark salaries of the eight MCG districts for the 1990-91 school year reveal the ranking which would be generated by the two offers herein for the school year 1990-91, is as follows:

	<u>1989-90</u> <u>(9 Districts)</u>	<u>1990-91</u> <u>Assoc. Offer</u>	<u>(9 Districts)</u> <u>Dist. Offer</u>
BA	8	7	7
BA+7	7	6	6
BA MAX	8	8	8
MA	9	9	9
MA+10	8	8	9
MA MAX	8	8	8
SCH MAX	6	7	7

Four of the eight MCG districts have settled their 1991-92 agreements covering teachers. They are East Troy, Fort Atkinson, Palmyra-Eagle and Whitewater. The average of their salaries at the benchmarks noted for the 1991-92 school year as compared to the salaries which would be generated by each of the offers, at said benchmarks, for the same school year, indicates the following (See Appendix "F"):

	<u>4 District Avg.</u>		<u>Association Offer</u>		<u>District Offer</u>	
	<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>
BA	\$20,542	\$21,715	\$19,432	\$20,549	\$19,450	\$20,475
BA+7	24,764	26,129	24,484	25,892	24,507	25,799
BA MAX	27,070	28,513	24,484	25,892	24,507	25,799
MA	23,116	24,389	21,652	22,897	21,550	22,575
MA+10	30,265	31,532	29,619	31,332	29,525	30,970
MA MAX	34,567	36,286	32,728	34,610	32,637	34,246
SCH MAX	38,319	40,129	36,716	38,828	36,526	38,248

The following tabulation reflects the average dollar and percentage increases granted by the four districts in 1991-92

compared to the dollar and percentage increases which would be generated by the offers herein for the same school year:

	<u>4 District Average Increase Over 1990-91</u>		<u>Assoc. Offer Increase Over 1990-91</u>		<u>Dist. Offer Increase Over 1990-91</u>	
BA	\$1,173	5.71%	\$1,117	5.75%	\$1,025	5.27%
BA+7	1,362	5.50%	1,408	5.75%	1,292	5.27%
BA MAX	1,443	5.33%	1,408	5.75%	1,292	5.27%
MA	1,273	5.51%	1,245	5.75%	1,025	4.76%
MA+10	1,367	4.52%	1,713	5.78%	1,445	4.89%
MA MAX	1,717	4.97%	1,882	5.75%	1,609	4.93%
SCH MAX	1,810	4.72%	2,112	5.75%	1,722	4.71%
Seven Benchmark Avg. Increase	\$1,278	5.18%	\$1,555	5.75%	\$1,344	5.01%

The dollar differences between the average of said four district benchmark salaries and the increases generated by each of the offers for the year 1990-91, and the results which would be generated by each of the offers for the 1991-92 school year, as compared to the average of settlements involving the four districts for the latter year, are indicated as follows:

	<u>Association Offers</u>		<u>District Offers</u>	
	<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>
BA	-\$1,110	-\$1,116 (Loss of \$56)	-\$1,092	-\$1,240 (Loss of \$148)
BA+7	- 283	- 237 (Gain of \$46)	- 260	- 330 (Loss of \$70)
BA MAX	-2,586	-2,621 (Loss of \$35)	-2,563	-2,714 (Loss of \$151)
MA	-1,464	-1,492 (Loss of \$28)	-1,566	-1,814 (Loss of \$248)
MA+10	- 646	- 200 (Gain of \$446)	- 740	- 562 (Gain of \$178)
MA MAX	-1,839	-1,676 (Gain of \$163)	-1,930	-2,040 (Loss of \$110)

SCH MAX -1,603 -1,301 (Gain of \$302) -1,793 -1,881 (Loss of \$88)

Total Benchmark
Net Gain - \$838

Total Benchmark
Net Loss - \$637

The following tabulation reflects the benchmark ratings which would result from each of the offers for the school years 1990-91 and 1991-92 when considered with the salaries granted by the East Troy, Fort Atkinson, Palmyra-Eagle and Whitewater for the same school years:

	<u>Association Offer</u>		<u>District Offer</u>	
	<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>
BA	3	3	3	4
BA+7	3	3	3	3
BA MAX	4	5	5	5
MA	5	5	5	5
MA+10	4	3	5	4
MA MAX	4	4	4	5
SCH MAX	4	4	4	5

Each party submitted exhibits reflecting average teacher salary increases, as well as total package cost increases granted by districts in their claimed comparable districts, where such data was available. The data contained therein reflected the following relating to the eight districts (MCG) determined to be the most comparable by the Arbitrator:

	<u>1990-91</u>			
<u>District</u>	<u>\$ Increase</u>	<u>Salary % Increase</u>	<u>Total Package \$ Increase</u>	<u>Total Package % Increase</u>
Burlington	\$1,765	5.6%	NA	NA

Delavan-Darien	1,702	5.4%	\$3,097	7.3%
East Troy	1,785	6.1%	2,905	7.2%
Elkhorn	1,751	5.5%	2,925	7.2%
Fort Atkinson	2,060	6.9%	3,250	8.1%
Milton	1,673	5.5%	2,644	6.7%
Palmyra-Eagle	1,779	6.5%	2,974	7.8%
Whitewater	1,822	5.7%	3,143	7.2%
<u>8 District Average</u>			<u>7 District Average</u>	
	\$1,792	5.9%	\$3,016	7.3%

Available data was submitted reflecting average teacher salaries and total package costs of three of the four districts in the Arbitrator's comparables, which had settled for the 1991-92 school year, namely the districts of East Troy, Fort Atkinson and Whitewater. Said data reflected the following:

1990-91

<u>District</u>	<u>Salary</u>		<u>Total Package</u>	
	<u>\$ Increase</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>% Increase</u>
East Troy	\$1,846	5.98%	\$3,389	7.86%
Fort Atkinson	2,195	7.2%	3,485	7.2%
Whitewater	<u>1,928</u>	<u>5.71%</u>	<u>2,898</u>	<u>6.20%</u>
3 District Avg.	\$1,990	6.30%	\$3,257	7.09%

Average Salary and Package Costs
Generated By The Offers Herein

The Association submitted corrected calculations reflecting average teacher salary increases and total package costs generated by each of the offers for the 1990-91 and 1991-92 school years, on both the "actual cost" and the "cast forward" methods. The District's

calculations were based on the "cast forward" method. Further, the District included in the average teacher's salary determinations, in addition to classroom salaries and extracurricular earnings, were items identified as "substitute curriculum earnings", "excess sick leave payments" and "overnight supervision pay". The District reported said costs incurred during the years of 1989-90, 1990-91 and 1991-92 as being constant in the total amount of \$20,280 per year. The Association did not include the costs of said items in its calculations. The following tabulation reflects the comparisons between the average salaries and total package costs per teacher in dollars and percent of increase for the years indicated, as calculated by the Association, utilizing the cast forward method:

<u>Per Teacher Costs</u>	<u>1990-91</u>		<u>1991-92</u>	
	<u>\$ Increase</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>% Increase</u>
<u>Assoc. Offer</u>				
Salary	\$2,014	7.36%	\$2,067	7.03%
Total Package	2,961	8.00%	3,231	8.08%
<u>Dist. Offer</u>				
Salary	\$1,940	7.08%	1,828	6.93%
Total Package	2,853	7.70%	2,966	7.44%

The District's costing calculations, on the cast forward method, reflect the following:

<u>Per Teacher Costs</u>	<u>1990-91</u>		<u>1991-92</u>	
	<u>\$ Increase</u>	<u>% Increase</u>	<u>\$ Increase</u>	<u>% Increase</u>
<u>Assoc. Offer</u>				
Salary	\$2,016	7.36%	\$2,038	6.93%
Total Package	2,992	8.04%	3,247	8.07%

Dist. Offer

Salary	\$1,940	7.08%	1,802	6.14%
Total Package	2,884	7.75%	2,952	7.36%

Discussion Relating to Dollar and Percentage Benchmark Increases 1990-91

It is to be noted that the eight MCG districts, at the benchmarks previously noted, averaged an increase of \$1,473 over the average of said benchmarks in the previous year. The Association's offer for the 1990-91 school year would yield an average benchmark increase of \$1,468 for that school year, as compared to \$1,410, which would be generated by the District's offer. While both offers result in a lower amount of increase in dollars, with the Association's offer being closer to the increase granted by the comparable districts, both offers would yield a higher percentage increase than the average percentage increases granted by the eight MCG districts, with the District's offer of 5.54% being closer to the 5.20% increase granted by the MCG districts, than the 5.75% increase generated by the offer of the Association.

Discussion Relating to Benchmark Rankings in 1990-91

It is noted that both offers proffer schedules which maintain the same benchmark rankings which were maintained by the District in 1989-90 at the benchmarks of BA MAX, MA and MA MAX. Both offers result in gaining one rank at both the BA and BA+7 benchmarks. Both offers would lose one rank at the SCH MAX benchmark, while, at the MA+10 benchmark, the Association's offer would maintain the same ranking while the District's offer would reduce this benchmark by one rank, falling \$65 below the next higher ranking district.

Discussion Relating to Dollar and Percentage Benchmark Increases 1991-92

Data for only four of the eight MCG districts were available for consideration of benchmark comparisons for the 1991-92 school year. The seven benchmark increases by said four districts averaged an increase of \$1,278 over the previous year's average involving said four districts. Both offers herein result in increases over and above that amount. The Association's offer generates an average increase of \$1,555, as compared to \$1,344, the increase generated by the District's offer, the latter being closer to the four district average, which resulted in a 5.18% increase over the 1990-91 average, compared to a 5.75% offer, the latter being closer to the percentage of the average increase experienced by the four districts.

When comparing the District's benchmark rankings generated by the offers herein with the rankings of the four districts which have settled for the 1991-92 school year, it is to be noted that the Association's offer would maintain the District's ranking at six of the seven benchmarks, and that it would increase its ranking by one at the MA+10 benchmark. The District's offer would result in the loss of one rank at three of the benchmarks, namely the BA, MA MAX and SCH MAX benchmarks, and it would gain a rank at the MA+10 benchmark, and maintain its rank at the BA+7, BA MAX and MA benchmarks. The District's benchmark rankings resulting from each of the offers for the year 1991-92 do not deserve consideration equal to the benchmark rankings generated by the offers pertaining to the 1990-91 school year, for the reason expressed previously herein in discussing the dollar increase in benchmark salaries for the two

years involved, because of the rankings of the four districts, when compared to the eight districts utilized in determining the 1990-91 rankings.

Average Teacher Salary and Package Cost Increases

Both parties presented calculations disclosing average teacher increases for each year of the agreement on the "cast forward" method, resulting in almost identical conclusions, as previously noted herein, for the year 1990-91. The Association offer would generate an average increase of \$2,014, compared to the District's figure of \$2,016 for that year, both averaging a 7.36% increase over the 1989-90 school year. The average teacher pay increase of those teachers in the employ of the eight MCG districts amounted to \$1,792, an increase of 5.9% over the average salary paid during the 1989-90 school year. For the 1991-92 school year, the Association's calculations indicates an increase in average teacher salary \$2,067, or a 7.03% increase over the 1990-91 average salary as generated by the Association's offer for that year, as compared to the District's calculation that its offer for 1990-91 would result in an average increase of \$1,821, a 6.23% increase. The District, in its calculations for the 1991-92 year, determined that the Association's offer would generate an average increase of \$2,038, a 6.93% increase, compared to its offer, which according to the District, would result in a teacher's average increase of \$1,802 or a 6.14% increase. It should be noted that the four districts which had settled for the 1991-92 school year, namely East Troy, Fort Atkinson, Palmyra-Eagle and Whitewater, in 1990-91 experienced an increase in average teacher

salaries of \$1,862, and increase of 6.3%, compared to the average increase granted by the four remaining MCG districts, which had not settled for the 1991-92 school year, of \$1,723, a 5.5% increase for the year 1990-91. An inference arises that the four districts which had settled for the 1991-92 year may very well exceed the average teacher increase yet to be granted by the four remaining MCG districts for the latter school year.

The Association and the District produced exhibits² reflecting their determination of total package costs for the 1989-90 school year, as well as the total package costs which would be generated, by each of their offers, for the two school years involved herein. The following tabulation reflects such total package costs set forth in their exhibits, calculated on the cast forward method:

<u>Total Package Costs</u>	<u>Association's Calculations</u>	<u>District's Calculations</u>
1989-90	\$5,543,103	\$5,571,703
<u>1990-91</u>		
Assoc. Offer	5,986,278	6,019,519
Dist. Offer	5,970,127	6,003,294
<u>1991-92</u>		
Assoc. Offer	6,469,785	6,505,441
Dist. Offer	6,414,012	6,445,040

The following tabulation reflects each party's calculations relating to total package cost increases for the two years involved:

²See Appendices G-1 and G-2.

	<u>1990-91</u>		<u>1991-92</u>	
	<u>Total Increase Over 1989-90</u>		<u>Total Increase Over 1990-91</u>	
<u>Assoc. Calculations</u>				
Assoc. Offer	\$443,175	8.00%	\$483,507	8.08%
Dist. Offer	427,023	7.70%	443,856	7.44%
<u>Dist. Calculations</u>				
Assoc. Offer	447,816	8.04%	485,922	8.07%
Dist. Offer	431,590	7.75%	441,746	7.36%

Average Per Teacher

<u>Assoc. Calculations</u>				
Assoc. Offer	\$2,961	8.00%	\$3,231	8.08%
Dist. Offer	2,853	7.70%	2,996	7.44%
<u>Dist. Calculations</u>				
Assoc. Offer	2,992	8.04%	3,247	8.075
Dist. Offer	2,884	7.75%	2,952	7.36%

The calculations submitted by the parties to reflect their total package costing contained items as noted:

<u>Item</u>	<u>Included in Assoc. Costing</u>	<u>Included in Dist. Costing</u>
Salary Schedule	Yes	Yes
Extra Curricular	Yes	Yes
Subs/Curricular	No	Yes
Excess Sick Leave	No	Yes
Overnight Supervision	No	Yes
WRE - Retirement	Yes	Yes
FICA (Social Security)	Yes	Yes
Health Insurance	Yes	Yes
Dental Insurance	Yes	Yes

Life Insurance	Yes	Yes
Disability Insurance	Yes	Yes
Mileage	No	Yes
Personal Leave Day	No	Yes

The District, in its costing, included the following costs, identical for the 1989-90, 1990-91 and 1991-92 school years: Subs/Curricular - \$3,900 and Excessive Sick Leave - \$11,250. Its costing indicated the following expenditures for mileage: 1989-90 - \$4,534, 1990-91 - \$5,894, and 1991-92 - \$6,120. The Association's costing did not include any amounts for the one day of Personal Leave as proposed in its offer. The District's costing included the sum of \$6,120 for this item for the year 1991-92. The Arbitrator selects the District's determination as to the total package costs, since it presents a more complete picture of the total package costs.

The District's Ability to Pay

The Association argues that the District's ability to pay the costs which would be generated by the Association's offer is not in issue, which it claims was indicated by the District's granting a seven percent raise in salary to the new superintendent for the 1990-91 school year. It should be pointed out that the District did not contend that it had the inability to pay the costs of the Association's offer. Furthermore, the amount of salary increase granted to the chief administrator of the affairs of the District, without any material evidence to establish that said increase was excessive, has no significant impact on the increase offered by the District to unit employees herein.

Impact of the Consumer Price Index Increases

The CPI for the period from June 1989 to June 1990, the period which impacts on the offers for the 1990-91 school year, as reported by the Bureau of Labor Statistics, indicated a 3.47% rise in that twelve month period. The CPI increase for the following twelve month period ending June 1991 amounted to 4.36%. It is apparent that the District's offer generates increases closer to the CPI.

Conclusion as to the Offers Relating to Salary Increases

While the Association's offer for 1990-91 improves the ranking of the District in 1990-91 at the BA and BA+7 benchmarks, so does the offer of the District, and both offers lose one ranking at the SCH MAX benchmark. Neither offer would generate increases in dollars to surpass the average of the benchmark salaries of the eight comparable districts for that school year. For said year the Association offer, which would result in an average teacher increase of \$2,016 (7.36% increase) and the District's offer, which would generate an increase of \$1,940 (7.08% increase), both dollar wise and percentage wise, both would exceed the average salary increases granted by the eight MCG districts in both dollars and percentages, with the District's offer being closer to the averages of said MCG districts of \$1,792, a 5.9% increase.

Average teacher increase data was only available from three of the eight MCG districts for the 1991-92 year. Because of the reason set forth above, the impact of such data does not bear the same weight as the 1990-91 data available for eight of the MCG districts. Nevertheless, while the Association's offer of an average teacher

increase of \$2038 is closer in dollars to the 3 district average of \$2,038, than is the District's offer of \$1,802, the three district average percentage increase of 6.93% is closer to the District's increase of 6.14% than is the Association's proffered increase of 6.93%.

Total package costs per teacher are significant in the consideration of salary offers. Applying the same examination to comparative average teacher total package costs it is clear that for the year 1990-91 both offers would generate average teacher total package costs lower than the average of the eight MCG districts in total dollars, with the Association's offer being closer to that of the eight district average. However, percentage wise the District's offer of an increase of 7.75% is closer to the eight district average of 7.3%, than is the Association's offer which would generate an 8.04% increase. For the 1991-92 school year the Association's total package offer would generate an average increase of \$3,247, closer to the three district average of \$3,257 than is the \$2,952 which would be generated by the District's offer, the 7.36% increase generated by the District's offer is closer to the three district average increase of 7.09%, than is the 8.07% which would be generated by the Association's offer.

The Arbitrator concludes that in applying the comparable, as well as the cost of living, criteria to the salary offers herein, the District's offer is the more reasonable.

Conclusion

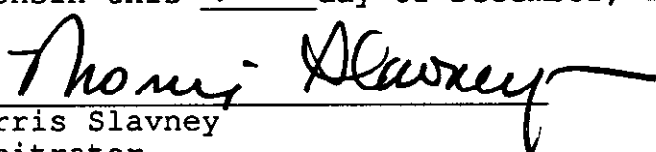
The Arbitrator has considered the evidence adduced by the parties with respect to the matters contained in their final offers, and the evidence pertaining to the statutory criteria, deemed material by the parties, contained in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, as well as their comprehensive briefs and reply briefs in support of their respective positions on the issues involved. The Arbitrator has previously herein set forth his rationale and conclusions as to whether the Association's proposals or the District's proposals on the conditions of employment and salaries in issue herein should be favored.

Therefore, upon the basis of the above and foregoing, the undersigned issues the following

AWARD

The entire final offer of the District 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 1990-92 collective bargaining agreement of the parties, together with the items and changes agreed upon during their bargaining, and, further, together with the provisions of their expired agreement which remain unchanged, either by the District's final offer, or by mutual agreement during bargaining.

Dated at Madison, Wisconsin this 16th day of December, 1991.


Morris Slavney
Arbitrator

Utilization Of "Other Emergency Days" By Teachers During The 1990-91 School Year
(139.5 Teachers Employed)

<u>Family Matters</u>	<u>Frequency of Use</u>	<u>Personal Emergencies</u>	<u>Frequency of Use</u>
Mother-in-law to doctor	1	Stuck in snow	1
Moving	1	Furnace trouble	1
Prepare for daughter's wedding	2	Car trouble	2
Daughter had baby	1		
Illness of granddaughter	1	<u>Other Personal Matters</u>	
Adoption appointment	2	Out of town wedding	1
Parents moving	1	Friend had heart surgery	2
Gave blood to ill brother	1	Appointment at Wisconsin Retirement office	1
Family problems	1	New job interview for laid off employe	1
<u>Personal Business</u>			
House closing	2		
Estate closing	2		

DISTRICTS COMPRISING THE MOST COMPARABLE GROUPING
CONTRACTUAL PROVISIONS RELATING TO PERSONAL LEAVE DAYS

<u>District</u>	<u>Number of Personal Leave Days</u>	<u>Deducted From Sick Leave</u>	<u>In Addition To Sick Leave</u>	<u>Advance Notice Required</u>	<u>Relating To Compensation</u>	<u>Restrictions</u>
Burlington	1		Yes	Yes	(a/1)	Yes (a/2)
Delavan-Darien	1		Yes	Yes		Yes (b)
East Troy	2		Yes	Yes	(c/1)	Yes (c/2)
Elkhorn	1		Yes	Yes		Yes (d)
Fort Atkinson	1		Yes	Yes		Yes (e)
Milton	1	Yes				Yes (f)
Palmyra-Eagle	2		Yes	Yes		Yes (g)
Whitewater	2	Yes		Yes		Yes (h)

- (a/1) Paid \$40 if day not used. (a/2) Normal school days cannot be interrupted.
- (b) Provision rather complicated. Provides for 3 days of emergency leave, one of which "need not be explained".
- (c/1) For each day utilized, one-half of daily substitute rate deducted from salary. (c/2) May not be taken before or after a holiday, nor immediately before or after a non-paid working day without permission of the Administrator.
- (d) May not be taken immediately before or after a holiday. No more than two teachers, or 5% of the staff, which ever is greater, in any one building, may take leave on the same day.
- (e) May not be taken on day before or after vacation. Also limits number of teachers on such leave on any given day.
- (f) Sets forth days on which personal leave may not be taken.
- (g) Leave should not be taken on the last day before, or the first day after, a holiday or period of school intermission.
- (h) Personal leave is to be used "for sound, pressing and urgent personal business".

ASSOCIATION PROPOSED SALARY SCHEDULE
1990-91

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA	MS+6	MS+12	MS+18	MS+24	MS+30
0.0	\$19,432	\$19,802	\$20,172	\$20,542	\$20,912	\$21,652	\$22,022	\$22,393	\$22,763	\$23,133	\$23,503
0.5	\$19,820	\$20,190	\$20,560	\$20,931	\$21,301	\$22,041	\$22,411	\$22,781	\$23,151	\$23,521	\$23,892
1.0	\$20,209	\$20,579	\$20,949	\$21,319	\$21,689	\$22,430	\$22,800	\$23,170	\$23,540	\$23,910	\$24,280
1.5	\$20,597	\$20,968	\$21,338	\$21,708	\$22,078	\$22,818	\$23,188	\$23,558	\$23,929	\$24,299	\$24,669
2.0	\$20,986	\$21,356	\$21,726	\$22,096	\$22,467	\$23,207	\$23,577	\$23,947	\$24,317	\$24,687	\$25,057
2.5	\$21,423	\$21,793	\$22,164	\$22,534	\$22,904	\$23,644	\$24,014	\$24,384	\$24,754	\$25,125	\$25,495
3.0	\$21,861	\$22,231	\$22,601	\$22,971	\$23,341	\$24,081	\$24,451	\$24,822	\$25,192	\$25,562	\$25,932
3.5	\$22,298	\$22,668	\$23,038	\$23,408	\$23,778	\$24,518	\$24,889	\$25,259	\$25,629	\$25,999	\$26,369
4.0	\$22,735	\$23,105	\$23,475	\$23,845	\$24,215	\$24,956	\$25,326	\$25,696	\$26,066	\$26,436	\$26,806
4.5	\$23,172	\$23,542	\$23,912	\$24,283	\$24,653	\$25,393	\$25,763	\$26,133	\$26,503	\$26,873	\$27,244
5.0	\$23,609	\$23,979	\$24,350	\$24,720	\$25,090	\$25,830	\$26,200	\$26,570	\$26,940	\$27,311	\$27,681
5.5	\$24,047	\$24,417	\$24,787	\$25,157	\$25,527	\$26,267	\$26,637	\$27,008	\$27,378	\$27,748	\$28,118
6.0	\$24,484	\$24,854	\$25,224	\$25,594	\$25,964	\$26,705	\$27,075	\$27,445	\$27,815	\$28,185	\$28,555
6.5			\$25,710	\$26,080	\$26,450	\$27,190	\$27,560	\$27,931	\$28,301	\$28,671	\$29,041
7.0			\$26,196	\$26,566	\$26,936	\$27,676	\$28,046	\$28,416	\$28,786	\$29,157	\$29,527
7.5			\$26,681	\$27,052	\$27,422	\$28,162	\$28,532	\$28,902	\$29,272	\$29,642	\$30,013
8.0			\$27,167	\$27,537	\$27,907	\$28,648	\$29,018	\$29,388	\$29,758	\$30,128	\$30,498
8.5					\$28,393	\$29,133	\$29,504	\$29,874	\$30,244	\$30,614	\$30,984
9.0					\$28,879	\$29,619	\$29,989	\$30,360	\$30,730	\$31,100	\$31,470
9.5					\$29,365	\$30,105	\$30,475	\$30,845	\$31,215	\$31,586	\$31,956
10.0					\$29,851	\$30,591	\$30,961	\$31,331	\$31,701	\$32,071	\$32,441
10.5						\$31,125	\$31,495	\$31,865	\$32,236	\$32,606	\$32,976
11.0						\$31,660	\$32,030	\$32,400	\$32,770	\$33,140	\$33,510
11.5						\$32,194	\$32,564	\$32,934	\$33,304	\$33,674	\$34,045
12.0						\$32,728	\$33,098	\$33,469	\$33,839	\$34,209	\$34,579
12.5								\$34,003	\$34,373	\$34,743	\$35,113
13.0								\$34,537	\$34,907	\$35,278	\$35,648
13.5										\$35,812	\$36,182
14.0										\$36,346	\$36,716

Appendix "C-1"

ASSOCIATION PROPOSED SALARY SCHEDULE
1991-92

STEP	BA	BA+6	BA+12	BA+18	BA+24	NA	NS+6	NS+12	NS+18	NS+24	NS+30
0.0	\$20,549	\$20,940	\$21,332	\$21,723	\$22,115	\$22,897	\$23,289	\$23,680	\$24,072	\$24,463	\$24,854
0.5	\$20,960	\$21,351	\$21,743	\$22,134	\$22,525	\$23,308	\$23,700	\$24,091	\$24,483	\$24,874	\$25,265
1.0	\$21,371	\$21,762	\$22,154	\$22,545	\$22,936	\$23,719	\$24,111	\$24,502	\$24,893	\$25,285	\$25,676
1.5	\$21,782	\$22,173	\$22,565	\$22,956	\$23,347	\$24,130	\$24,522	\$24,913	\$25,304	\$25,696	\$26,087
2.0	\$22,193	\$22,584	\$22,976	\$23,367	\$23,758	\$24,541	\$24,933	\$25,324	\$25,715	\$26,107	\$26,498
2.5	\$22,605	\$23,047	\$23,438	\$23,829	\$24,221	\$25,004	\$25,395	\$25,786	\$26,178	\$26,569	\$26,961
3.0	\$23,117	\$23,509	\$23,900	\$24,292	\$24,683	\$25,466	\$25,857	\$26,249	\$26,640	\$27,032	\$27,423
3.5	\$23,580	\$23,971	\$24,363	\$24,754	\$25,145	\$25,928	\$26,320	\$26,711	\$27,103	\$27,494	\$27,885
4.0	\$24,042	\$24,434	\$24,825	\$25,216	\$25,608	\$26,391	\$26,782	\$27,173	\$27,565	\$27,956	\$28,348
4.5	\$24,505	\$24,896	\$25,287	\$25,679	\$26,070	\$26,853	\$27,244	\$27,636	\$28,027	\$28,419	\$28,810
5.0	\$24,967	\$25,358	\$25,750	\$26,141	\$26,533	\$27,315	\$27,707	\$28,098	\$28,490	\$28,881	\$29,272
5.5	\$25,429	\$25,821	\$26,212	\$26,603	\$26,995	\$27,778	\$28,169	\$28,560	\$28,952	\$29,343	\$29,735
6.0	\$25,892	\$26,283	\$26,674	\$27,066	\$27,457	\$28,240	\$28,631	\$29,023	\$29,414	\$29,806	\$30,197
6.5			\$27,188	\$27,580	\$27,971	\$28,754	\$29,145	\$29,537	\$29,928	\$30,319	\$30,711
7.0			\$27,702	\$28,093	\$28,485	\$29,267	\$29,659	\$30,050	\$30,442	\$30,833	\$31,225
7.5			\$28,216	\$28,607	\$28,998	\$29,781	\$30,173	\$30,564	\$30,955	\$31,347	\$31,738
8.0			\$28,729	\$29,121	\$29,512	\$30,295	\$30,686	\$31,078	\$31,469	\$31,861	\$32,252
8.5					\$30,026	\$30,809	\$31,200	\$31,591	\$31,983	\$32,374	\$32,766
9.0					\$30,540	\$31,322	\$31,714	\$32,105	\$32,497	\$32,888	\$33,279
9.5					\$31,053	\$31,836	\$32,227	\$32,619	\$33,010	\$33,402	\$33,793
10.0					\$31,567	\$32,350	\$32,741	\$33,133	\$33,524	\$33,915	\$34,307
10.5						\$32,915	\$33,306	\$33,698	\$34,089	\$34,481	\$34,872
11.0						\$33,480	\$33,871	\$34,263	\$34,654	\$35,046	\$35,437
11.5						\$34,045	\$34,436	\$34,828	\$35,219	\$35,611	\$36,002
12.0						\$34,610	\$35,002	\$35,393	\$35,784	\$36,176	\$36,567
12.5								\$35,958	\$36,349	\$36,741	\$37,132
13.0								\$36,523	\$36,915	\$37,306	\$37,697
13.5										\$37,871	\$38,262
14.0										\$38,436	\$38,828

Appendix "C-2"

DISTRICT PROPOSED SALARY SCHEDULE
1990-91

<u>Step</u>	<u>BS+00</u>	<u>BA+06</u>	<u>BS+12</u>	<u>BS+18</u>	<u>BS+24</u>	<u>MS+00</u>	<u>MS+06</u>	<u>MS+12</u>	<u>MS+18</u>	<u>MS+24</u>	<u>MS+30</u>
0	19450	19800	20150	20500	20850	21550	21900	22250	22600	22950	23300
1	20228	20578	20928	21278	21628	22328	22678	23028	23378	23728	24078
2	21006	21356	21706	22056	22406	23106	23456	23806	24156	24506	24856
3	21881	22231	22581	22931	23281	23981	24331	24681	25031	25381	25731
4	22757	23107	23457	23807	24157	24857	25207	25557	25907	26257	26607
5	23632	23982	24332	24682	25032	25732	26082	26432	26782	27132	27482
6	24507	24857	25207	25557	25907	26607	26957	27307	27657	28007	28357
7			26180	26530	26880	27580	27930	28280	28630	28980	29330
8			27152	27502	27852	28552	28902	29252	29602	29952	30302
9					28825	29525	29875	30225	30575	30925	31275
10					29797	30497	30847	31197	31547	31897	32247
11						31567	31917	32267	32617	32967	33317
12						32637	32987	33337	33687	34037	34387
13								34406	34756	35106	35456
14										36176	36526

Appendix "C-3"

RECEIVED
JAN 21 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

DISTRICT PROPOSED SALARY SCHEDULE
1991-92

<u>Step</u>	<u>BA+00</u>	<u>BA+06</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA+00</u>	<u>MA+06</u>	<u>MA+12</u>	<u>MA+18</u>	<u>MA+24</u>	<u>MA+30</u>
0	20475	20825	21175	21525	21875	22575	22925	23275	23625	23975	24325
1	21294	21644	21994	22344	22694	23394	23744	24094	24444	24794	25144
2	22113	22463	22813	23163	23513	24213	24563	24913	25263	25613	25963
3	23034	23384	23734	24084	24434	25134	25484	25834	26184	26534	26884
4	23956	24306	24656	25006	25356	26056	26406	26756	27106	27456	27806
5	24877	25227	25577	25927	26277	26977	27327	27677	28027	28377	28727
6	25799	26149	26499	26849	27199	27899	28249	28599	28949	29299	29649
7			27522	27872	28222	28922	29272	29622	29972	30322	30672
8			28546	28896	29246	29946	30296	30646	30996	31346	31696
9					30270	30970	31320	31670	32020	32370	32720
10					31294	31994	32344	32694	33044	33394	33744
11						33120	33470	33820	34170	34520	34870
12						34246	34596	34946	35296	35646	35996
13								36072	36422	36772	37122
14										37898	38248

Appendix "C-4"

RECEIVED
JAN 21 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Comparisons at Benchmarks
1989-90

	<u>BA</u>	<u>BA+7</u>	<u>BA MAX</u>	<u>MA</u>	<u>MA+10</u>	<u>MA MAX</u>	<u>SCH MAX</u>
Burlington	\$ 20,515	\$ 25,586	\$ 27,541	\$ 22,557	\$ 31,417	\$ 33,818	\$ 39,777
Delavan-Darien	20,592	22,960	22,960	22,703	28,263	31,969	34,080
East Troy	21,025	23,975	24,525	22,875	27,650	31,025	33,300
Elkhorn	21,233	24,524	27,274	23,078	30,386	34,446	39,209
Fort Atkinson	18,866	23,219	23,945	21,043	28,661	31,201	35,373
Milton	19,250	26,758	26,758	23,100	36,614	36,614	40,464
Palmyra-Eagle	18,200	22,295	25,571	20,930	28,301	30,940	34,580
Whitewater	20,789	25,546	26,363	22,786	30,336	32,901	36,062
Average	\$ 20,058	\$ 24,358	\$ 25,617	\$ 22,384	\$ 30,204	\$ 32,864	\$ 36,606
Jefferson	\$ 18,375	\$ 23,153	\$ 23,153	\$ 20,475	\$ 28,009	\$ 30,949	\$ 34,720
Dollars							
Compared to							
Average -	\$ 1,683	- \$ 1,205	- \$ 2,464	- \$ 1,909	- \$ 2,195	- \$ 1,925	- \$ 1,886

Appendix "D"

Benchmark Comparisons
1990-91

	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SCH MAX
Burlington	\$ 21,416	\$ 26,710	\$ 28,750	\$ 23,547	\$ 32,797	\$ 35,303	\$ 41,524
Delavan-Darien	21,918	23,934	23,934	24,165	30,082	33,370	35,617
East Troy	21,815	24,765	28,115	24,815	29,590	37,840	41,240
Elkhorn	22,196	25,649	28,525	24,137	31,780	36,026	41,008
Fort Atkinson	19,400	24,056	25,608	21,728	29,867	33,368	37,830
Milton	19,500	27,105	27,105	23,400	37,089	37,089	40,989
Palmyra-Eagle	19,180	23,495	26,947	22,056	29,824	32,605	36,441
Whitewater	21,773	26,753	27,608	23,865	31,770	34,455	37,865
Average	\$ 20,900	\$ 25,307	\$ 27,074	\$ 23,464	\$ 31,601	\$ 35,007	\$ 39,052
\$ Increase Over Previous Year	\$ 842	\$ 949	\$ 1,457	\$ 1,080	\$ 1,397	\$ 2,143	\$ 2,446
% Increase	4.2%	3.9%	5.7%	4.8%	4.6%	6.5%	6.7%
<u>Jefferson</u>							
Assn. Offer	\$ 19,432	\$ 24,484	\$ 24,484	\$ 21,652	\$ 29,619	\$ 32,728	\$ 36,716
\$ Increase Over Previous Year	\$ 1,057	\$ 1,331	\$ 1,331	\$ 1,177	\$ 1,610	\$ 1,779	\$ 1,996
% Increase	5.6%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%
Dist. Offer	\$ 19,450	\$ 24,507	\$ 24,507	\$ 21,550	\$ 29,525	\$ 32,637	\$ 36,526
\$ Increase Over Previous Year	\$ 1,075	\$ 1,354	\$ 1,354	\$ 1,075	\$ 1,516	\$ 1,688	\$ 1,806
% Increase	5.9%	5.8%	5.8%	5.3%	5.4%	5.5%	5.2%

Appendix "E"

Benchmark Comparisons ^{1/}
1991-92

	<u>BA</u>	<u>BA+7</u>	<u>BA MAX</u>	<u>MA</u>	<u>MA+10</u>	<u>MA MAX</u>	<u>SCH MAX</u>
East Troy	\$ 23,250	\$ 26,200	\$ 29,550	\$ 26,250	\$ 31,025	\$ 39,375	\$ 42,675
Fort Atkinson	20,500	25,420	27,060	22,960	31,570	35,260	39,975
Palmyra-Eagle	20,264	24,823	28,470	23,304	30,193	34,449	38,502
Whitewater	22,846	28,073	28,970	25,041	33,341	36,161	39,365
<u>4 District Average</u>							
1991-92	\$ 21,715	\$ 26,129	\$ 28,513	\$ 24,389	\$ 31,532	\$ 36,286	\$ 40,129
1990-91	20,542	24,767	27,070	23,116	30,265	34,567	38,319
\$ Increase	\$ 1,173	\$ 1,362	\$ 1,443	\$ 1,273	\$ 1,367	\$ 1,717	\$ 1,810
% Increase	5.7%	5.5%	5.5%	5.5%	4.5%	5.0%	4.7%
<u>Jefferson</u>							
<u>Assn. Offer</u>							
1991-92	\$ 20,549	\$ 25,892	\$ 25,892	\$ 22,897	\$ 31,332	\$ 34,610	\$ 38,828
1990-91	19,432	24,484	24,484	21,652	29,619	32,728	36,716
\$ Increase	\$ 1,117	\$ 1,408	\$ 1,408	\$ 1,245	\$ 1,713	\$ 1,882	\$ 2,112
% Increase	5.7%	5.8%	5.8%	5.8%	5.8%	5.8%	5.8%
<u>Dist. Offer</u>							
1991-92	\$ 20,475	\$ 25,799	\$ 25,799	\$ 22,575	\$ 30,970	\$ 34,246	\$ 38,248
1990-91	19,450	24,507	24,507	21,550	29,525	32,637	36,526
\$ Increase	\$ 1,025	\$ 1,292	\$ 1,292	\$ 1,025	\$ 1,445	\$ 1,609	\$ 1,722
% Increase	5.3%	5.3%	5.3%	4.8%	4.9%	4.9%	4.7%

^{1/} The districts of Burlington, Delavan-Darien, Elkhorn and Milton did not settle their 1991-92 agreements.

ASSOCIATION COSTING

<u>Item</u>	<u>1989-90</u>	<u>Association Final Offer</u>		<u>District Final Offer</u>	
		<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>
Salary	\$ 4,097,849	\$ 4,399,286	\$ 4,708,542	\$ 4,388,112	\$ 4,661,609
Extra Curricular	109,242	127,368	137,674	127,368	137,674
WRS	496,436	534,145	571,894	532,827	570,314
FICA	319,876	346,289	370,736	345,434	367,145
Health Insurance	443,492	494,183	594,009	494,183	594,009
Dental Insurance	48,483	54,497	55,859	51,769	52,450
Dis. Insurance	17,880	19,917	22,874	19,868	22,653
Life Insurance	<u>9,845</u>	<u>10,592</u>	<u>8,239</u>	<u>10,566</u>	<u>8,159</u>
TOTAL	\$ 5,543,103	\$ 5,596,278	\$ 6,469,785	\$ 5,970,127	\$ 6,414,012

DISTRICT COSTING

<u>Item</u>	<u>Association Offer</u>			<u>District Offer</u>	
	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1990-91</u>	<u>1991-92</u>
Salary	\$ 4,097,670	\$ 4,399,291	\$ 4,704,240	\$ 4,388,064	\$ 4,657,703
Extra Curricular	109,242	127,368	137,674	127,368	137,674
Subs/Curricular	3,900	3,900	3,900	3,900	3,900
Excess Sick Leave	11,250	11,250	11,250	11,250	11,250
Overnight Super.	5,130	5,130	5,130	5,130	5,130
WRS	498,809	539,585	578,601	538,253	577,879
FICA	321,407	347,841	371,958	346,982	368,398
Health Insurance	443,492	494,184	593,021	494,184	593,021
Dental Insurance	48,546	54,567	55,931	51,935	53,131
Life Insurance	9,844	10,592	8,280	10,566	8,200
Dis. Insurance	17,879	19,917	22,854	19,868	22,634
Mileage	4,534	5,894	6,120	5,894	6,120
Personal Leave Day	<u>-0-</u>	<u>-0-</u>	<u>6,482</u>	<u>Not offered</u>	<u>Not offered</u>
TOTAL	\$ 5,571,703	\$ 6,019,519	\$ 6,505,441	\$ 6,003,294	\$ 6,445,040