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BEFORE THE ARBITRATOR
ROSE MARIE BARON

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of
Cassville School District
and
Cassville Education Association

Case No. 9
No. 45819 INT/ARB-6050
Decision No. 27188-A

APPEARANCES

Kirk D. Strang, Esq., Godfrey & Kahn, S.C., appearing on behalf of the
Cassville School District.

LeRoy Roberts, Executive Director, South West Education Association,
appearing on behalf of the Cassville Education Association.

I. BACKGROUND

The Cassville School District, a municipal employer (hereinafter referred to as the "District" or the "Board") and the Cassville Education Association (the "Association" or the "Union") representing all certified teaching personnel, have been parties to a collective bargaining agreement covering wages, hours and conditions of employment which expired on June 30, 1991.

On February 5, 1991, the parties exchanged initial proposals and thereafter met on four occasions but were unable to reach agreement on a new collective bargaining agreement. On June 14, 1991, the District filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate arbitration. The Commission conducted an investigation which concluded that an impasse existed. An order initiating arbitration dated March 6, 1992 was thereupon issued. The parties selected the undersigned from a panel of arbitrators; an order of appointment was issued by the Commission on April 7, 1992. Hearing in this matter was held on May 22, 1992 at the Cassville School District offices. No transcript of the proceedings was made. At the hearing the parties had opportunity to present evidence and testimony and to cross-examine witnesses. Briefs and reply briefs were submitted by the

parties according to an agreed upon schedule. The record was closed on August 17, 1992.

II. ISSUE AND FINAL OFFERS

The issue before the arbitrator is which of the parties' final offers relating to changes in the salary schedule shall be selected. The final offers of the parties are stated in terms of the current salary structure, i.e., Base year: July 1, 1990-June 30, 1991 (present Collective Bargaining Agreement); BA Base \$20,145; Vertical Step Increments: \$630 (Steps 0-6), \$680 (Steps 7-12); Horizontal Lane Increments: \$565 (Columns B-C or lanes 1-3), \$595 (Columns D-F or lanes 4-6).

The District offer (Appendix A):

- | | |
|---------|---|
| 1991-92 | Retain the current salary structure and increase the BA base to \$21,440. |
| 1992-93 | Retain the current salary structure and increase the BA base to \$22,757. |

The Association offer (Appendix B):

- | | |
|---------|--|
| 1991-92 | Vertical increment \$670 (Steps 0-6); \$730 (Steps 7-12).
Horizontal lane increment \$600 (B.S. lanes 1-3); \$630
M.S. lanes (4-6).

Increase the B.S. base to \$21,350. |
| 1992-93 | Vertical increment \$750 (Steps 0-6); \$800 (Steps 7-12)
Horizontal lane increment \$725 (B.S. lanes 1-3); \$800
(M.S. lanes (4-6).

Increase the B.S. base to \$22,170 |

III. STATUTORY CRITERIA

The parties have not established a procedure for resolving an impasse over terms of a collective bargaining agreement and have agreed to binding interest arbitration pursuant to Section 111.70, Wis. Stats. (May 7, 1986). In determining which final offer to accept, the arbitrator is to consider the factors enumerated in Sec. 111.70(4)(cm)7:

7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:
 - a. The lawful authority of the municipal employer.
 - b. Stipulations of the parties.
 - c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
 - d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
 - e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
 - f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
 - g. The average consumer prices for goods and services, commonly known as the cost-of-living.
 - h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
 - i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
 - j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

IV. POSITION OF THE PARTIES

The following is a summary of the positions of the parties as expressed in their post-hearing briefs and reply briefs.

A. The comparables.

The Association: The Association has proposed as the primary group the school districts in the CESA #3 region which have settled agreements (see e.g., Association Ex. 24 for list of 21 school districts). It claims that this is consistent with the parties' agreement in the last arbitration in 1986 which was heard by Arbitrator Krinsky (Association Ex. 30). For purposes of this arbitration, the Board wishes to reduce the size of the comparable group and change it to that of the athletic conference, however, only three settlements have been reached for the first year and none for the second, limiting the value of the athletic conference for purposes of comparison.

The Association argues that arbitrators have been reluctant to disturb a "historic set of comparables" unless there are compelling reasons, such as a substantial change of circumstances; no such changes have occurred. The Association states in its brief that Arbitrator Krinsky "concurred with the voluntary group of comparables which was schools with settled contracts." (at page 1). There were only ten districts in CESA #3 which had settlements in 1985-86 and those were used as comparables. Then, as now, not all the districts were utilized for purposes of comparison.

The District: The District's proposed comparable pool consists of the school districts in the Blackhawk Athletic Conference: Belmont, Benton, Bloomington, Highland, Potosi, Shullsburg, West Grant, and Cassville. In a 1983 arbitration before Arbitrator Yaffe (Employer Ex. 89), the parties stipulated that the athletic conference was the appropriate comparable. In a later arbitration (Krinsky, 1986), the parties agreed to use the CESA #3 school districts for purposes of that arbitration.

It is the District's position that although the parties agreed to utilize certain comparables in the past and reliance on previously established

comparables is generally the norm, this case is different. The question of comparables has never been adjudicated; Arbitrators Yaffe and Krinsky merely adopted the parties' agreed-upon comparables. At this time, the District is asking the present arbitrator to make a determination as to which is the appropriate comparability group--the athletic conference or the CESA #3 school districts. The District cites arbitral decisions in support of the use of athletic conferences based upon the similarities in such areas as high school size, student enrollment, number of employees, geographic proximity, operating costs of district, tax base, and economic characteristics.

The Blackhawk Athletic Conference has been utilized by arbitrators involving other conference schools, i.e., Shullsburg (Hutchinson, Imes); Potosi (Kessler); Belmont (Hill). In a case involving Benton, a member of the Blackhawk Athletic Conference, Arbitrator Yaffe held that CESA #3 districts were not appropriate comparables.

It is further contended that the Association failed provide data on all of the school districts in CESA #3 districts and submitted incomplete information for only 21 of the 32 districts. Indeed, of these 21 districts which settled for 1991-92, the Association has not provided supporting data needed to determine whether the Association's proposed pool meets the standards of comparability. The District asserts that settlement per se is not a factor to be considered in determining the appropriate comparability and should not influence the arbitrator's determination. Arbitral precedent is provided in support of this argument.

Discussion and Findings: The arbitrator is well aware of the desirability of maintaining the same comparability group throughout the years of collective bargaining. Reliance on the same group of comparables provides the parties with a stable base from which to prepare for bargaining and eliminates the temptation to fall into forum shopping when voluntary settlement fails and the parties must resort to final-offer arbitration. Until now the District and the Association have been successful in reaching

voluntary agreement in all but two of their bargains, first in 1983 and again in 1986. In both of these, they were able to agree on the comparability group: the athletic conference in 1983 and CESA #3 in 1986. Neither Arbitrator Yaffe nor Krinsky was called upon to make a determination as to the appropriateness of the parties' choice. That situation is radically different in the present arbitration, with the parties unable to reach agreement as to comparability. Thus the responsibility falls to the present arbitrator to exercise her judgement and authority, supported by the evidence in the record, and rule on the conflicting positions of the parties. There is nothing in the record regarding how agreement was reached in the voluntary settlements reached in the years after 1986. While such information might be helpful, it is not controlling on the arbitrator's examination of the instant record.

The Association's argument that it should be permitted to rely on the group utilized in the most recent arbitration award is supported by opinions rendered by respected arbitrators. In its reply brief the Association says: "Through arbitration, an arbitrator should not disturb a comparable group, especially when the parties mutually chose the group previously." (at page 3). However, if one takes that premise a step further, one is confronted with the fact that the parties also agreed to a different comparable group in an earlier arbitration. Arbitrators generally do not challenge the choices made by the parties as to comparability during a hearing, even though they may have private reservations as to the correctness of the choice. The District apparently has reconsidered the matter of comparability groups and concludes that the athletic conference provides the parties with the most logical basis for analysis of final offers now and in the future and asks the arbitrator to specifically address the comparability issue at this time.

It is the arbitrator's opinion that the question is ripe for resolution since the matter of comparability has not been adjudicated. The stipulations as to comparables reached previously in two prior impasses are deemed to have been limited to those particular arbitrations. Arbitrator Kerkman's reference

to "a historic set of comparables" cited in the Association's reply brief does not seem to apply to this situation where the "history" is limited to two bargains and the outcomes were inconsistent. As the moving party, the District has the burden to show why the athletic conference is preferable to CESA #3.

The District has provided extensive support for the position that athletic conferences have been traditionally preferred because the districts within them are similar in student enrollment, geographic proximity, full-time equivalent employees, operating costs, tax base, and economic characteristics. Inspection of the record shows that the districts which comprise the CESA #3 do not meet many of these criteria. The range of enrollment in CESA #3 is 289 (Bloomington) to 1,876 (Platteville), with a median size of 668 (North Crawford), and a mean of 753 (Mineral Point at 762 is closest to the mean). Cassville's enrollment is 370, well below the median and the mean. (Employer Ex. 13a).

The Association has provided comparative data for twenty of the school districts in CESA #3 in Exhibits 29 a, b, and c (note that these exhibits refer not to CESA #3, but rather to school districts in Blackhawk and Southwestern Conferences). No data is provided for Kickapoo, North Crawford Pecatonica, Seneca, Southwestern, Wauzeka-Steuben, West Grant or Weston; information for Hazel Green and Patch Grove is included although these districts are not listed as members of CESA #3 in any of the exhibits). Taking the districts noted above, i.e., the smallest, the median, the mean, and the largest in terms of enrollment, I have extrapolated from Association Ex. 29a for 1991-92. The data show:

	<u>Tax Levy</u>	<u>Equalized Valuation</u>	<u>Mill Rate</u>
Bloomington(Smallest)	1,226,890	49,648,661	24.71
North Crawford (Median)	-----no information-----		
Mineral Point (Mean)	2,163,058	105,798,927	20.44
Platteville	4,679,075	249,809,677	18.73
Cassville	1,261,601	56,947,248	22.15

Inspection of this abbreviated table, as well as the totality of Ex. 29a, clearly indicates that a significant disparity in economic indicators exists between, for example, Cassville and Platteville, as well as Cassville and most of the CESA #3 districts. Except for the mill rate, Cassville falls significantly below the mean in two important measures of economic status.

The District has provided information on full-time equivalents, costs per member, etc., which support its position that the athletic conference should be selected. The Association has not provided comparable information for the CESA #3 districts.

Regarding the geographic proximity of comparable school districts, inspection of the map provided in Employer Ex. 4 indicates a mixed picture, with some of the CESA #3 districts being closer to Cassville than those in the athletic conference, i.e., Platteville, Cuba City, and Southwestern are closer than Belmont, Benton and Shullsburg. However, there are a number of CESA #3 communities which are in the northern reaches of Crawford County and western Richland County, as well as several on the western borders of Iowa and Lafayette Counties, which appear to be well beyond the common understanding of regionality.

The Association has raised the point that the Board's proposal is based on only three settlements in the conference in the first year and none in the second while use of CESA #3 provides a much broader range of settlements. While this observation is correct, the arbitrator cannot accept such a rationale for determining comparability groups. The District's argument that settlement status is not a factor in comparability, supported by arbitral precedent, is compelling. Rather than attempting to expand the number of comparables, parties faced with limited voluntary settlements must place greater emphasis on the other statutory factors.

Finally, the arbitrator has considered, and is persuaded by, the abundance of arbitral precedent in cases involving other districts within the Blackhawk Athletic Conference which held the conference to be the primary

comparison group for final-offer arbitration.

Based upon the discussion above, the arbitrator finds that the District has borne its burden of proving that the appropriate comparability group is the Blackhawk Athletic Conference and it shall be utilized in determining which of the parties' final offers is to be adopted.

B. Amendment of the Association's Final Offer

The District: The District objects to what it characterizes as the Association's attempt to amend its final offer at hearing and urges the arbitrator to rely only upon the certified final offer found in Employer Ex. 3. It is alleged, inter alia, that certain flaws exist in the proposed revision of the salary schedule for the first year of the contract.

The Association: The Association submits that its final offer stands on its own and that all documents submitted and certified contain the same step and lane amounts. The minor "editorial miscue" is of little consequence. Association Ex. 28 supports the Association's position that it is not rewriting the salary schedule, but merely following a historical bargaining pattern of annual (1986 through 1989) and biannual (1989-90 and 1990-91) step and lane increments.

Discussion and Findings: The Association's certified final offer contains data prepared on October 8, 1991. The 1991-92 salary schedule omits a statement of the vertical and horizontal increments; the 1992-93 proposal includes such a statement. Among the exhibits admitted at the arbitration hearing are copies of two Association salary schedules, the first containing data prepared for it on November 12, 1991, and the second containing data prepared on May 18, 1992. A discrepancy exists in the amounts in two cells in the 1992-93 offer when compared with the certified final offer. It is the arbitrator's opinion, and it is so held, that since the District did not agree to accept the change proposed by the Association, she has no authority to deviate from the certified final offers of the parties in reaching a decision on the merits.

Although the Association did not include a specific explanation of its proposed vertical and horizontal increments on its written proposal for 1991-92, the changes are reflected in the amounts in each cell of the salary schedule. On the 1992-93 proposal, there is a specific statement of the vertical and horizontal increments. The arbitrator believes that the omission of a specific statement regarding vertical/horizontal increments on the first year's schedule is merely harmless error and does not in any material way negate the intention of the Association to alter the current salary structure (changes in dollar amounts are reflected in the individual cells of the schedule). Furthermore, it appears that the District has understood that intent throughout these proceedings.

All further analysis of the parties' final offers on wages shall be based upon the certified offer of the District received and time-stamped by the WERC on October 25, 1991 (Employer Ex. 2) and of the Association, time-stamped October 10, 1991 (Employer Ex. 3). Copies of these documents were also provided to the arbitrator by the WERC along with the Order of Appointment dated April 7, 1992.

C. Salary Schedule

1. Salary only or total package?

The District: It is the position of the District that Cassville has maintained its historical overall rank among the athletic conference comparables and, except for the MA maximum, has ranked fourth or better. Its final offer maintains that ranking in 1991-92. The Association's larger wage proposal is therefore not necessary to maintain the status quo. Furthermore, the Association's ranking process is invalid since it has not included all the CESA #3 districts and in its analysis has improperly varied the number of districts, erroneously including both the Board and Association final offer figures for 1991-92 and 1992-93. Without consideration of all the CESA districts, and a comprehensive benchmark analysis, such information is worthless.

The District believes that consideration of final offers must be based on a total package approach, not on salary alone. The settlement pattern of the three districts in the athletic conference has been to utilize the total package concept. A major consideration is that Cassville teachers receive a complete package of fully paid benefits while the other settled districts have, for example, required employee contributions to insurance. Arbitral support for the use of the total package is cited.

The Association: The Association argues that Cassville is falling behind the other schools in the CESA district in regard to wages and that from 1989 to 1991 Cassville has been in the middle of the comparables only at three benchmarks, BA minimum, BA maximum, and MA minimum. At the BA 7, MA 10, MA maximum and Schedule maximum, the rankings are in the bottom three of the 22 settled schools. The Association believes that this erosion in the salary schedule must be halted; the Board's offer if implemented would pay a teacher at the schedule maximum in Cassville some \$7,000 less than a similar teacher in Boscobel. The Association's offer is closer to the settlement patterns when dollars per returning teacher is considered. The Board has not raised an inability to pay argument and the district is in good financial condition.

The Association counters the use of a total package concept on the grounds that it was never raised in the bargaining, but only for purposes of the arbitration. Reference is made to the failure of the District to discuss other districts whose costs for health insurance are higher than Cassville and which have no deductible as well as those school districts which have early retirement benefits or district paid-life insurance.

Discussion and Findings: As noted above, where there is a paucity of settlements among the comparable school districts, it is often necessary to place greater weight upon the other factors cited in Sec. 111.70(4)(cm)(7).

Paragraph h provides for consideration of:

The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Among the seven school districts which make up the comparables in the athletic conference only Benton, Highland, and Shullsburg have settled for the 1991-92 school year and none has settled for 1992-93. Data for the base ear (1990-91) and 1991-92 1992-93 are shown below:

TABLE I

	<u>Wages Only</u>			<u>Total Package</u>		
	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Benton	3.87%	5.65%	---	4.70%	5.99%	---
Highland	6.50%	7.44%	---	6.70%	6.65%	---
Shullsburg	6.65%	8.19%	---	10.70%	5.39%	---
Median	6.50%	7.44%	---	6.70%	5.99%	---
Cassville	7.28%			8.52%		
Board Offer		6.40%	6.02%		6.36%	6.87%
Association Offer		7.59%	7.17%		7.36%	7.80%

In earlier discussion, the arbitrator pointed out that where only a few voluntary settlements were available for purposes of comparison, the solution was not to attempt to increase the pool of school districts but rather to place greater weight on the other statutory factors available in impasse situations. Inspection of Table I reveals that if wages alone were the sole consideration, the Association's offer would be preferable in 1991-92 since it varies upward from the median of 7.44% by only 0.15% and the Board's offer is 1.04% below the median. Because there are no voluntary settlements for the second year of the contract, any decision would have to be based on the first year alone.

This arbitrator must decline that narrow approach since there is available a comprehensive set of factors in the statute for the consideration

of wages, that of overall compensation. There is no need for a lengthy discourse on the extremely important role fringe benefits have played in the past several years in collective bargaining in Wisconsin, and in particular, the major emphasis which has been placed on the value of fully-paid health, dental, vision and long-term disability insurance. Of the three districts which have settled for 1991-92, each has some limitation on employer contribution, i.e., Benton's family plan, Highland both single and family, and Shullsburg family. Only Cassville pays the full premium for both single and family plans. The value to the teachers of these benefits cannot be underestimated in reaching a final decision. The Association claims that the total package concept was not discussed in bargaining and has been raised only in the arbitration proceeding. This argument is not compelling since knowledge of the statutory mandate to be considered by the arbitrator is well-known to all parties and should come as no surprise to them. The arbitrator, having weighed the evidence of record, concludes that the total package approach is consistent with both the statute and arbitral precedent. The offer of the Board for the two years of the contract comes to 13.23% while the Association's two-year offer amounts to 15.16%. It is the conclusion of the arbitration that the District's total package offer is the more reasonable.

2. The vertical (step) and horizontal (lane) salary structure

The District: The District proposes to maintain the current structure of the salary schedule, that is, the amount of dollars provided for movement in step and lane will remain at the 1990-91 level. It challenges the assertion of the Association that the focus of this arbitration is on salary alone, since the Association's proposal for changes in the schedule structure will have an impact upon the total compensation of teachers. The Association has demanded significant increases in both years of the contract in both step and lane increments. These changes have a significant effect on costing proposals and contain hidden costs, e.g., extra-curriculars, which will have an impact on this and future contracts. The Association has offered no trade-

off for such an extensive change in the structure, especially where no compelling need has been shown. It is the District's position that such far-reaching changes in the salary structure must be mutually negotiated and not imposed by arbitration. Several arbitral precedents are cited in support of the District's position. Furthermore, the District notes that the demand for step and lane increments is not supported by the comparables. In 1990-91, for example, Cassville step increases were among the highest paid in the athletic conference.

The Association: The Association presents no comparative data regarding the amounts of step and lane increments received by its CESA #3 comparables. The primary thrust of the argument is that its salary schedule, which reflects the vertical and horizontal increments in the individual cells, is necessary to halt the erosion in salaries. The Association argues that it is continuing the historical practice of increasing both steps and lanes as shown in its Ex. 28.

Discussion and Findings: The Association has endeavored to correct what it characterizes as an erosion in the salaries of Cassville teachers by proposing substantial increases in the cells of the salary structure so that as teachers move up in years of service (vertical movement) and across lanes with advanced academic credits (horizontal) they will come closer to the wages of teachers in comparable communities. Further, in support of its offer, the Association points to the historic practice of increments in the cells. Association Ex. 28 shows that each year from 1986-87 to the base year 1990-91 there have been modest increases in the steps and lanes:

TABLE II

1987-88	Steps (all) \$10	Lanes (all) \$10
1988-89	" " .25	" " 10
1989-90	(0-6) 25 (7-12) 75	(B-C) 10 (D-F) 55
1990-91	(0-6) 30	(B-C) 35
Base year	(7-12) 30	(D-F) 25

1991-92			
Ass'n. offer	(0-6) 40	(B-C) 35	
	(7-12) 50	(D-F) 35	
Board offer	0	0	
1992-93			
Ass'n. offer	(0-6) 80	(B-C) 125	
	(7-12) 70	(D-F) 170	
Board offer	0	0	

The Association is correct in its assertion that there has been a history of yearly increments in the salary structure. For first two years the data show that for the steps the amounts have been equivalent for all levels. In 1989-90 both steps and lanes were subdivided and a differential was negotiated depending on level. For example, teachers moving to lanes D-F in 1989-90 received an increment which was \$45 more than those with fewer credits. In 1990-91 the opposite was true with lanes B-C receiving \$10 more. There is nothing in the record to indicate how these figures were arrived at. The logical conclusion is that they were the result of the give and take of collective bargaining, since none of the contracts cited in this exhibit were the result of arbitration. And this is precisely what causes this arbitrator concern--the possibility of usurping the rightful role of the negotiators in dealing with a request for a significantly greater benefit than had ever been available through bargaining. Of particular concern is the Association's 1992-93 final offer which proposes a 100% increase in steps 0-6 and a 40% increase in steps 7-12. The B-C lanes would increase from \$35 to \$125 (257%), while the D-F lanes would move from a \$35 increase to a \$170 increase (approximately 386%).

There is nothing in the record, either through application of comparability or based upon arbitral precedent, to support such an increase. In addition there is no evidence that the Association has offered a quid pro quo for the adoption of a substantial change to the status quo which in this case is the 1990-91 salary structure. As the moving party, the Association has the burden of proving the necessity for the change. It has not done so. Therefore, the final offer of the District regarding the salary structure is

deemed to be the more reasonable and is adopted.

3. The consumer price index

The District: The District asks that the arbitrator consider the cost of living factor which is shown by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The cumulative increase from June, 1990 through June, 1991 is 4.6%. Examples are provided showing that teachers at certain steps in the B.A. salary schedule have received an increment of 9.8% while others at the Masters level received 8.7% in the 1990-91 bargain. The Board's offer in both years of the contract on salary alone is more reasonable than the Association's. When the economic value of the generous fringe benefits received by the teachers is considered, there is no question that these employees are well ahead of comparables in the public and private sector.

The Association: The Association concedes that in times of moderate inflation, teacher settlements have been somewhat larger than CPI measurements. However, of greater significance than the CPI is the pattern of settlements, a criterion which has been favored by arbitrators and given greater weight in their determinations. The Association urges the arbitrator to weigh the cost of living factor accordingly.

Discussion and Findings: The cumulative increase in the CPI-W from June 1990 to July 1991, which coincides with the parties' base year is 4.6%. On wages alone, the Association offer for 1991-92 is 7.59% and for 1992-93, 7.17%. The Board's offer for 1991-92 is 6.4%; for 1992-93 it is 6.02%. When the value of the fringe benefit package is considered, the Board's offer significantly exceeds the rate of inflation.

Because of the limited number of voluntary settlements in the athletic district, the arbitrator, as has already been determined, will give weight to the other statutory factors including the cost of living. The District's offer, although lower than the Association's, exceeds the CPI-W on both wages alone and total package. It is therefore held that on this factor, the

District's offer is preferable.

4. Interests and welfare of the public.

The District: The District contends that the Cassville School District has experienced the highest percent tax levy increase, i.e., 63%, during the last five years. It has the second highest levy rate in the athletic conference. Student enrollment has dropped and the cost per member has increased 65%, the highest in the conference. The farm economy is extremely poor. Fewer people are paying more in property tax and residents are not receiving increases in income at the rate demanded by the teachers. Although area wage increases are in the 4% to 5% range, the Board has offered its teachers an increase of 6.4% in wages only, with continued full payment for all fringe benefits. The Board's two-year total package offer equals 13.23% compared to the 15.16% Association offer. The District believes that the interest and welfare of the public is better served by adoption of its offer.

The Association: The Association contends that the District has the financial ability to meet the costs of its proposals. The dollar difference between the two is \$8,815 in 1991-92 and \$10,398 in 1992-93. The Board has maintained a fund balance of over \$385,000 since 1989, the mill rate has not varied significantly, and 1990 taxable income has increased by 7.59% over the previous year. The Association's offer is closer to this latter figure than the that of the District.

Discussion and Findings: The District has not argued that it would be unable to pay for the Association's proposed final offer, but rather that in view of the economic conditions which prevail in the community, the interests and welfare of the public would be better served by adoption of its offer. In addition to the poor agricultural economy in Grant County, there is a higher rate of unemployment than the state average. The Association's argument that taxable income has increased and that a fund balance exists does not persuade the arbitrator that a permanent improvement has been made in the

local economy. Evidence of record shows that approximately 16% of income is derived from transfer funds, i.e., social security, unemployment compensation, and other government aids.

Upon consideration of the record, it is the conclusion of the arbitrator that the final offer of the District better serves the interests and welfare of the public.

5. Settlements by other public and private sector employers.

The District: The Village of Cassville settlements for the 1990-92 period range from 4% to 5%; Grant County settlements were between 3.5% and 5%. The Board's wage only offer of 6.4% and 6.02% exceeds that figure. The three major private sector employers in Cassville have given their employees between 4% and 5% for the two-year period of 1990-92. National contract settlements in the private sector were between 3% and 4%. These factors favor the Board's offer.

The Association: The Association objects to comparing teachers with public sector sanitarians, accountants, social workers, and nurses specifically because educational requirements differ and few of these categories are represented by a union. Similarly, comparison of private sector employees and teachers is not favored by arbitrators. Arbitral precedent is cited for support of this position.

Discussion and Findings: The arbitrator agrees with the Association that a perfect comparison cannot be drawn between jobs held by County and Village employees based upon education and union status. However, consideration of factor e of the statute, i.e., comparison with other employees generally in public employment in the same community, may provide at least a sense of the conditions which prevail. On that basis, this information will be given only minimum weight in the overall evaluation. These municipal employees have received increases which are in the 4% to 5% range. It is clear that the District offer on wages alone, i.e., 6.4% for 1991-92 and 6.02% for 1992-93, provides the teachers with a more generous increase than received by other

municipal employees. On this factor it is held that the District's offer is preferable to the higher wage offer of the Association.

The arbitrator places no weight on settlements in the private sector since there is nothing in the record to indicate what positions exist, what level of skill is required for their performance, and whether any of the organizations is unionized.

D. Changes in circumstances during the pendency of the proceeding.

The District: The District filed a Motion to Strike additional settlement information which the Union appended to its initial Brief for Dodgeville, Mineral Point, CESA #3, and Prairie du Chien. The District argued that at the hearing it had moved to close the record with the exception of additional enrollment data (subsequently Employer Ex. 13a), the Association did not object to the motion, and the Arbitrator ruled that the record would be closed. The materials at question are the salary schedules and costing for employees of CESA 3 (1991-92 and 1992-93); Dodgeville (1991-92 and 1992-93); Prairie (1992-93, 1993-94, and 1994-95); Mineral Point (1992-93, 1993-94, and 1994-95). The District claims that it would be denied due process if this material were admitted.

The Association: The Association confirms that it had not objected to the District's motion to close the record at hearing.

Discussion and Findings: Section 111.70(4)(cm)(7)(1) provides that changes which occur during the pendency of the arbitration process may be considered by the arbitrator in determining which of the final offers is the more reasonable. Under usual circumstances, additional post-hearing settlements of comparable municipal employers may be added to the pool of data submitted by the parties and differences of opinion as to costing may then be argued in briefs or reply briefs. However, the circumstances of the instant case compel a different outcome. At the hearing the parties agreed to permit the District to supply enrollment data for the CESA #3 schools, later received as Employer Ex. 13a. Thereupon the record was closed by agreement of

the parties as of the date of the hearing. Consultation with the Association representative and counsel for the District affirmed that this was indeed the case. The District's Motion to Strike is therefore granted. The additional settlement material submitted by the Association with its Brief dated July 30, 1992 has not been considered in the arbitrator's analysis of the evidence or in reaching this decision.

VI. CONCLUSION

After a thorough review of the my notes of the hearing, the exhibits submitted by the parties, and the briefs and reply briefs, the following determinations have been made:

The appropriate comparables for the Cassville School District are the seven other school districts in the Blackhawk Athletic Conference: Belmont, Benton, Bloomington, Highland, Potosi, Shullsburg, and West Grant.

The analysis of the parties' final offers on wages were based upon the certified final offers received by the Wisconsin Employment Relations Commission (District, 10/25/91; Association, 10/10/91). Minor errors in the Association's offer shall not negate its intent to propose step and lane increases in the 1991-92 salary structure.

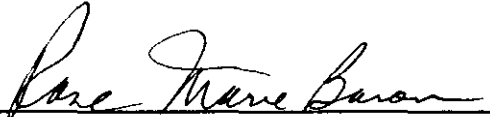
The final offer of the District has been deemed to be preferable in each of the following: 1) use of the total package computation; 2) maintenance of the status quo, i.e., no increase for either year of the two-year contract, in the vertical (steps) and horizontal (lanes) cells of the salary structure; 3) the cost-of-living factor (CPI); 4) interests and welfare of the public; 5) settlements by other public sector employees.

The District's Motion to Strike additional settlement information has been granted.

VII. AWARD

The final offer of the Cassville School District, along with the stipulations of the parties, shall be adopted and incorporated into the parties' Collective Bargaining Agreement for 1991-92 and 1992-93.

Dated this 3rd day of October, 1992 at Milwaukee, Wisconsin.



Rose Marie Baron, Arbitrator

FINAL OFFER
SCHOOL DISTRICT OF CASSVILLE

Case 9 No. 45819 INT/ARB-6050

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/WISCONSIN EMPLOYMENT/
RELATIONS COMMISSION

The School District of Cassville, pursuant to section 111.70(4)(cm) 6, Wis. Stats. does hereby submit this Final Offer for the 1991-93 contract between the Board of Education and the Association.

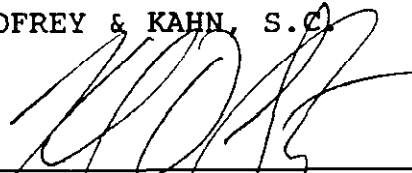
The Final Offer includes any tentative agreements reached by the parties in collective bargaining and includes the terms and conditions of the predecessor agreement, except for the following modifications:

1. Salary (see attached).

The Board of Education expressly reserves the right to add to, delete from or otherwise amend this Final Offer during the investigation process.

Dated this 24th day of October, 1991.

GODFREY & KAHN, S.C.



Kirk D. Strang
Attorneys for the Board

CASSVILLE S.D. -- 1991-92 BOARD PROPOSAL

Salary schedule

Lane	BS	BS+12	BS+24	MS	MS+12	MS+24
Step	-----					
0	21440	22005	22570	23165	23760	24355
1	22070	22635	23200	23795	24390	24985
2	22700	23265	23830	24425	25020	25615
3	23330	23895	24460	25055	25650	26245
4	23960	24525	25090	25685	26280	26875
5	24590	25155	25720	26315	26910	27505
6	25220	25785	26350	26945	27540	28135
7	25900	26465	27030	27625	28220	28815
8	26580	27145	27710	28305	28900	29495
9	27260	27825	28390	28985	29580	30175
10	27940	28505	29070	29665	30260	30855
11	28620	29185	29750	30345	30940	31535
12				31025	31620	32215

CASSVILLE S.D. -- 1992-93 BOARD PROPOSAL

Salary schedule

Lane Step	BS	BS+12	BS+24	MS	MS+12	MS+24
0	22757	23322	23887	24482	25077	25672
1	23387	23952	24517	25112	25707	26302
2	24017	24582	25147	25742	26337	26932
3	24647	25212	25777	26372	26967	27562
4	25277	25842	26407	27002	27597	28192
5	25907	26472	27037	27632	28227	28822
6	26537	27102	27667	28262	28857	29452
7	27217	27782	28347	28942	29537	30132
8	27897	28462	29027	29622	30217	30812
9	28577	29142	29707	30302	30897	31492
10	29257	29822	30387	30982	31577	32172
11	29937	30502	31067	31662	32257	32852
12				32342	32937	33532



SOUTH WEST EDUCATION ASSOCIATION

Executive Directors

**Paul Bierbrauer • H. Leroy Roberts
Marvin Shipley**

Associate Staff

Linda Brown • Marlene Hoepfer

October 8, 1991

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OCT 10 1991

**WISCONSIN EMPLOYMENT
RELATIONS COMMISSION**

Ms. Karen Mawhinney, Investigator
Wisconsin Employment Relations Commission
14 West Mifflin Street, Suite 200
P.O. Box 7870
Madison, WI 53707-7870

**RE: Cassville School District - Certified Staff
Case 9 No. 45819 INT/ARB-6050**

Dear Ms. Mawhinney:

Enclosed is an amendment to the position of the Association on the issue of salary compensation for the Cassville Certified Staff. All other items would remain status quo as in the previous contract for 1989-91.

I have enclosed (2) two copies, one for your files and one to be forwarded to Mr. Kirk Strang for the Board.

Thank you for your assistance, and feel free to call if you have any questions.

Sincerely,

H. Leroy Roberts

H. Leroy Roberts
Executive Director

HLR/lb
Enc.

APPENDIX B

This data prepared for the Cassville Education Association on 08-Oct-91 .

CASSVILLE SALARY SCHEDULE 1991-1992 (CEA PROPOSAL)

	BASE SALARY					
	BS	BS+12	21350 BS +24	MS	MS+12	MS+24
0	\$21,350	\$21,950	\$22,550	\$23,180	\$23,810	\$24,440
1	\$22,020	\$22,620	\$23,220	\$23,850	\$24,480	\$25,110
2	\$22,690	\$23,290	\$23,890	\$24,520	\$25,150	\$25,780
3	\$23,360	\$23,960	\$24,560	\$25,190	\$25,820	\$26,450
4	\$24,030	\$24,630	\$25,230	\$25,860	\$26,490	\$27,120
5	\$24,700	\$25,300	\$25,900	\$26,530	\$27,160	\$27,790
6	\$25,370	\$25,970	\$26,570	\$27,200	\$27,830	\$28,460
7	\$26,100	\$26,700	\$27,300	\$27,930	\$28,560	\$29,190
8	\$26,830	\$27,430	\$28,030	\$28,660	\$29,290	\$29,920
9	\$27,560	\$28,160	\$28,760	\$29,390	\$30,020	\$30,650
10	\$28,290	\$28,890	\$29,490	\$30,120	\$30,750	\$31,380
11	\$29,020	\$29,620	\$30,220	\$30,850	\$31,480	\$32,110
12				\$31,569	\$32,199	\$32,829

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WISCONSIN EMPLOYMENT/
RELATIONS COMMISSION

This data prepared for the Cassville Education Association on 08-Oct-91 .

CASSVILLE SALARY SCHEDULE 1992-1993 (CEA PROPOSAL)

	BASE SALARY					
	BS	BS+12	BS +24	MS	MS+12	MS+24
0	\$22,170	\$22,895	\$23,620	\$24,420	\$25,220	\$26,020
1	\$22,920	\$23,645	\$24,370	\$25,170	\$25,970	\$26,770
2	\$23,670	\$24,395	\$25,120	\$25,920	\$26,720	\$27,520
3	\$24,420	\$25,145	\$25,870	\$26,670	\$27,470	\$28,270
4	\$25,170	\$25,895	\$26,620	\$27,420	\$28,220	\$29,020
5	\$25,920	\$26,645	\$27,370	\$28,170	\$28,970	\$29,770
6	\$26,670	\$27,395	\$28,120	\$28,920	\$29,720	\$30,520
7	\$27,420	\$28,145	\$28,870	\$29,670	\$30,470	\$31,270
8	\$28,170	\$28,895	\$29,620	\$30,420	\$31,220	\$32,020
9	\$28,920	\$29,645	\$30,370	\$31,170	\$31,970	\$32,770
10	\$29,670	\$30,395	\$31,120	\$31,920	\$32,720	\$33,520
11	\$30,420	\$31,145	\$31,870	\$32,670	\$33,470	\$34,270
12	\$31,170	\$31,895	\$32,620	\$33,420	\$34,220	\$35,020

VERTICAL INCREMENTS

STEPS 0-6	\$750
STEPS 7-12	\$800

HORIZONTAL INCREMENTS

LANES 1-3	\$725
LANES 4-6	\$800

This data prepared for the Cassville Education Association on 08-Oct-91 .

	CURRENT SALARY	CEA PROPOSED SALARY	CBOE PROPOSED SALARY	1991-1992 HEALTH	1991-1992 DENTAL

1 Barton	\$31,322.90	\$33,256.00	\$32,276.60	\$4,579.20	\$499.68
2 Bernhardt	\$27,727.90	\$29,447.00	\$28,681.60	\$4,579.20	\$499.68
3 Bev	\$28,292.90	\$30,047.00	\$29,246.60	\$0.00	\$0.00
4 Bruce	\$30,132.90	\$31,996.00	\$31,086.60	\$4,579.20	\$499.68
5 Christopherso	\$25,735.00	\$28,030.00	\$27,350.00	\$4,579.20	\$499.68
6 Corbett	\$26,530.00	\$28,890.00	\$28,145.00	\$4,579.20	\$499.68
7 Erickson	\$27,775.00	\$30,220.00	\$29,390.00	\$4,579.20	\$499.68
8 Faurote	\$27,727.90	\$29,447.00	\$28,681.60	\$4,579.20	\$499.68
9 Ferguson	\$28,292.90	\$30,047.00	\$29,246.60	\$1,802.88	\$170.40
10 Fulton	\$22,035.00	\$24,030.00	\$23,600.00	\$1,802.88	\$170.40
11 Gerke	\$23,295.00	\$25,370.00	\$24,860.00	\$1,802.88	\$170.40
12 Glasbrenner	\$22,665.00	\$24,700.00	\$24,230.00	\$4,579.20	\$499.68
13 Harper	\$22,535.00	\$24,560.00	\$24,100.00	\$4,579.20	\$499.68
14 Hatlen	\$23,925.00	\$26,100.00	\$25,540.00	\$1,802.88	\$170.40
15 King	\$20,145.00	\$22,020.00	\$21,710.00	\$4,579.20	\$499.68
16 Klein	\$21,275.00	\$23,220.00	\$22,840.00	\$4,579.20	\$499.68
17 0	\$28,292.90	\$30,047.00	\$29,246.60	\$4,579.20	\$499.68
18 Lau	\$28,292.90	\$30,047.00	\$29,246.60	\$4,579.20	\$499.68
19 Lavelle	\$22,035.00	\$24,030.00	\$23,600.00	\$4,579.20	\$499.68
20 Pape	\$19,390.80	\$21,146.40	\$20,768.00	\$1,802.88	\$170.40
21 Paulson	\$24,390.00	\$26,530.00	\$25,955.00	\$4,579.20	\$499.68
22 Reising	\$22,035.00	\$24,030.00	\$23,600.00	\$4,579.20	\$499.68
23 Reynolds	\$22,665.00	\$24,700.00	\$24,230.00	\$4,579.20	\$499.68
24 Schuppner	\$25,650.00	\$27,930.00	\$27,265.00	\$1,802.88	\$170.40
25 Uppena	\$28,857.90	\$30,647.00	\$29,811.60	\$4,579.20	\$499.68
26 Wetter	\$29,730.00	\$31,996.00	\$31,086.60	\$4,579.20	\$499.68
27 Williams	\$29,730.00	\$31,996.00	\$31,086.60	\$0.00	\$0.00
28 Williams, G.	\$27,890.00	\$30,047.00	\$29,246.60	\$4,579.20	\$499.68
29 Wolhowe	\$30,132.90	\$31,996.00	\$31,086.60	\$4,579.20	\$499.68
=====					
TOTALS	\$748,504.80	\$806,522.40	\$787,213.80	\$106,980.48	\$11,515.68

	1990-91	1991-92	%	
SALARY	\$748,505	\$806,522	7.75%	
FICA	\$57,261	\$61,699	7.75%	
RETIREMENT				
EE	\$45,659	\$49,601	8.63%	
ER	\$45,659	\$49,601	8.63%	
HEALTH	\$103,005	\$106,980	3.86%	
DENTAL	\$10,587	\$11,516	8.77%	
LTD	\$2,919	\$2,919	0.00%	
TOT. BENEFITS	\$265,089	\$282,317	6.50%	
TOT. COST	\$1,013,594	\$1,088,839	7.42%	
AVG. SALARY	\$25,811	\$27,811	7.75%	\$2,000.61

This data prepared for the Cassville Education Association on 08-Oct-91 .

	CURRENT SALARY	1992-93 CEA PROPOSED SALARY	1992-93 CBOE PROPOSED SALARY	1992-1993 HEALTH	1992-1993 DENTAL

1 Barton	\$32,276.60	\$34,990.40	\$33,317.00	\$5,266.08	\$539.65
2 Bernhardt	\$28,681.60	\$31,113.40	\$29,722.00	\$5,266.08	\$539.65
3 Bev	\$29,246.60	\$31,838.40	\$30,287.00	\$0.00	\$0.00
4 Bruce	\$31,086.60	\$34,163.40	\$32,127.00	\$5,266.08	\$539.65
5 Christopherso	\$26,670.00	\$30,520.00	\$28,370.00	\$5,266.08	\$539.65
6 Corbett	\$27,465.00	\$31,395.00	\$29,165.00	\$5,266.08	\$539.65
7 Erickson	\$28,710.00	\$32,563.40	\$30,410.00	\$5,266.08	\$539.65
8 Faurote	\$28,681.60	\$31,113.40	\$29,722.00	\$5,266.08	\$539.65
9 Ferguson	\$29,246.60	\$31,838.40	\$30,287.00	\$2,073.31	\$184.03
10 Fulton	\$22,970.00	\$25,920.00	\$24,620.00	\$2,073.31	\$184.03
11 Gerke	\$24,230.00	\$27,470.00	\$25,880.00	\$2,073.31	\$184.03
12 Glasbrenner	\$23,600.00	\$26,670.00	\$25,250.00	\$5,266.08	\$539.65
13 Harper	\$23,470.00	\$26,620.00	\$25,120.00	\$5,266.08	\$539.65
14 Hatlen	\$24,860.00	\$28,270.00	\$26,560.00	\$2,073.31	\$184.03
15 King	\$21,080.00	\$23,670.00	\$22,730.00	\$5,266.08	\$539.65
16 Klein	\$22,210.00	\$25,120.00	\$23,860.00	\$5,266.08	\$539.65
17 Kremer	\$29,246.60	\$31,838.40	\$30,287.00	\$5,266.08	\$539.65
18 Lau	\$29,246.60	\$31,838.40	\$30,287.00	\$5,266.08	\$539.65
19 Lavelle	\$22,970.00	\$25,920.00	\$24,620.00	\$5,266.08	\$539.65
20 Pape	\$20,213.60	\$22,809.60	\$21,665.60	\$2,073.31	\$184.03
21 Paulson	\$25,325.00	\$28,920.00	\$26,975.00	\$5,266.08	\$539.65
22 Reising	\$22,970.00	\$25,920.00	\$24,620.00	\$5,266.08	\$539.65
23 Reynolds	\$23,600.00	\$26,670.00	\$25,250.00	\$5,266.08	\$539.65
24 Schuppner	\$26,585.00	\$30,520.00	\$28,285.00	\$2,073.31	\$184.03
25 Uppena	\$29,811.60	\$32,563.40	\$30,852.00	\$5,266.08	\$539.65
26 Wetter	\$30,665.00	\$34,163.40	\$32,127.00	\$5,266.08	\$539.65
27 Williams	\$30,665.00	\$34,163.40	\$32,127.00	\$0.00	\$0.00
28 Williams, G.	\$28,825.00	\$31,838.40	\$30,287.00	\$5,266.08	\$539.65
29 Wolhowe	\$31,086.60	\$34,163.40	\$32,127.00	\$5,266.08	\$539.65
=====					
TOTALS	\$775,694.60	\$864,604.20	\$816,936.60	\$123,027.55	\$12,436.93

	1991-92	1992-93	%	
SALARY	\$806,522	\$864,604	7.20%	
FICA	\$61,699	\$66,142	7.20%	
RETIREMENT				
EE	\$49,601	\$53,173	7.20%	
ER	\$49,601	\$53,173	7.20%	
HEALTH	\$106,980	\$123,028	15.00%	
DENTAL	\$11,516	\$12,437	8.00%	
LTD	\$2,919	\$2,919	0.00%	
TOT. BENEFITS	\$282,316	\$310,872	10.11%	
TOT. COST	\$1,088,839	\$1,175,476	7.96%	
AVG. SALARY	\$27,811	\$29,814	7.20%	\$2,002.82