BEFORE THE ARBITRATOR

In the Matter of the Interest Arbitration between

MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

and

MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT FACULTY ASSOCIATION

Case No. 65
No. 51135 INT/ARB-7331
Decision No. 28269 -A

APPEARANCES:

Ruder, Ware & Michler, S.C., by **Dean R. Dietrich**, appearing on behalf of Mid-State Vocational, Technical and Adult Education District.

Thomas S. Ivey, Executive Director, Central Wisconsin UniServ Council-S/W-Unit #2, appearing on behalf of the Mid-State Vocational, Technical and Adult Education District Faculty Association.

JURISDICTION:

On January 23, 1995, the Wisconsin Employment Relations Commission, pursuant Section 111.70 (4)(cm)6 and 7 of the Municipal Employment Relations Act, appointed the undersigned to serve as the arbitrator in a dispute between Mid-State Vocational, Technical and Adult Education District, hereinafter referred to as the Employer or the District, and the Mid-State Vocational, Technical and Adult Education District Faculty Association, hereinafter referred to as the Association. Hearing in the matter was held on April 18, 1995, at which time the parties, both present, were given full opportunity to present oral and written evidence and to make relevant argument. Post hearing briefs and reply briefs were filed by the parties and the last was received on August 9, 1995, whereupon the hearing was closed. Based upon a review of the record presented and the criteria set forth in Section 111.70 (4)(cm) Wis. Stats. the undersigned renders the following arbitration award.

THE ISSUES:

Prior to commencing the hearing in this matter, the parties agreed to a two year contract. The remaining issues at impasse between the parties are as follows:

Probationary Period for Employees: The Employer proposes revising Article VI, Working Conditions, Section A - Retention and Dismissal to provide for a three year probationary period while the Association seeks no change in this provision.

Insurance: The Employer offers to pay the full cost of the individual plan and up to $5,938.28 for the family plan in 1994-95 and to place an eighteen percent (18%) cap on its contribution above the premium amount paid in 1994-95 for 1995-96. The Association's final offer proposes the same Employer contributions in 1994-95 and adopts the eighteen percent (18%) cap on the Employer contribution above the premium amount paid in 1994-95 for 1995-96. It also seeks, however, to amend Article VIII, Section H, 1 by including routine physicals and waiver of premium benefits in the health plan and by increasing the prescription drug card payout from a $2 card to a $5/0 card.

Early Retirement: The Association seeks to amend Article VI, Section O, 5 by allowing 70% of accumulated sick leave, not to exceed 84 days or 588 hours to be converted into a cash equivalency to be applied toward the payment of health insurance premiums. It also seeks continued health and dental insurance for the spouse of an employee who dies between the ages of 55 and 65 until that spouse reaches 65 or qualifies for Medicare provided that the spouse pays the full cost of coverage. The Employer proposes revising Section O so it will provide for the use of 40% of accrued but unused sick leave to a maximum of 48 days in 1994-95 and 50% of accrued but unused sick leave to a maximum of 60 days in 1995-96 to be converted to a cash equivalency to be applied toward the payment of health insurance benefits and to allow the spouse of a retired employee (at the time of that employee's death) to continue in the group insurance plan provided the spouse pays the full cost of coverage.

Fringe Benefits for Part-time Employees: The Association seeks to amend Article VIII, Section H by adding a new sub paragraph which states "contracted part time employees shall receive prorated fringe benefits for all contracted hours worked, as well as all hours worked within the department(s), on a regular basis for a full semester, that are in addition to the contracted hours." The Employer offers no change in the current language.

Wages: The Association seeks a 3.9% per cell increase in 1994-95 and a 3.25% per cell increase in 1995-96 while the Employer offers a 3.0% per cell increase in 1994-95 and a 2.7% per cell increase in 1995-96.

STATUTORY CRITERIA:

The voluntary impasse procedure instructs the arbitrator to give weight to the factors found in Wis. Stats. 111.70 (4) (cm) 7 at its subsections a through j in deciding this dispute.

POSITIONS OF THE PARTIES AND DISCUSSION:

In addition to determining which of the final offers is more reasonable, the parties have left the selection of appropriate comparables for the arbitrator to decide. Consequently, following, is the position of each party regarding the selection of comparables; a discussion and finding regarding the comparables and, on an issue by issue basis, the parties' positions and a discussion and finding as to the reasonableness of each proposal.

COMPARABLES

Position of the Parties: The District declares its proposed comparables should be used when comparisons are made since its selection of comparables is representative of the labor market and is established in accord with recognized comparability standards. As primary comparables, it proposes the Blackhawk, Chippewa Valley, Fox Valley, Lakeshore, Moraine Park, Nicolet, Northcentral, Northeast, Southwest, Western and Wisconsin Indianhead VTAE Districts and, as secondary comparables, other municipal employers, including school districts, in the area covered by the District, and two private employers, Consolidated Papers and Georgia Pacific, which it contends are the primary employers in the District. As support for its position regarding its proposed comparables, it cites other arbitrators who taken positions similar to those it has argued.

The Association asserts the appropriate comparables should consist of all the VTAE districts with the exception of the Milwaukee Area Technical College who, in contrast to the other districts, draws its students from urban areas. As support of its position it states that Madison should be among the comparables because it is contiguous to the Mid-State system and that Gateway and Waukesha should also be among the comparables since, geographically, they are the same distance away as Indianhead and Northeast, districts which are included in the District's comparables. Further, it rejects the District's proposed local labor market comparisons and any comparison with K-12 professionals. In arguing against the proposed private sector comparisons, the Association posits that there is nothing in the record which indicates the work performed by these union members is similar to the work done by its bargaining units members nor is there evidence that their training and educational requirements are the same. It continues that without that kind of evidence meaningful comparisons cannot be made. The Association also urges that the K-12 district comparisons be rejected. In this respect, it states that while at one time such comparisons may have been appropriate they are no longer reasonable since changes in Section 111.70 and their ability to fund their programs have made economic comparisons inappropriate.

In reply to the Association's arguments regarding its private sector comparables, the District citing 111.70, states it explicitly directs such consideration and posits that it is particularly appropriate to use these comparisons in this case since these two companies employ between 89 and 96 percent of the local labor market. Further, it disputes the Association's claim that information on the private sector wages should not be given weight because evidence relating to educational requirements and working conditions was not introduced. According to the District, testimony in the record indicates that all positions listed in Employer Exhibit 64 at 5 and 6, with the exception of

the first line supervisors, require college degrees. It continues that the Association's argument is a "weak attempt to ignore the reality of salaries paid to similar positions in the private sector."

Discussion and Finding:

As indicated above, the District proposes that its primary comparables consist of eleven other vocational districts and that secondary comparisons with other municipal employers, including school districts, and with the paper industry as private employers be made. The Union, on the other hand, maintains that the appropriate comparables should consist of all the vocational districts with the exception of Milwaukee. In order to determine which districts are comparable, it is essential that not only demographics be considered but that economic factors such as equalized values; mill rate; operation and debt levies, and percent of expenses allocated to debt retirement be considered in order to determine whether the districts, in fact, share similar economic backgrounds. Since no economic data was provided for the additional districts proposed by the Association and since the comparables proposed by the District were included in those proposed by the Association, the District's proposed comparables were selected as comparables although a review of the demographics and an analysis of the economic factors available in the record indicates that not all of those districts are similar.[1] Consequently, in dispute, for comparison purposes, the primary set of comparables will consist of the following vocational districts: Blackhawk, Chippewa Valley, Fox Valley, Lakeshore, Moraine Park, Nicolet, Northcentral, Northeast, Southwest, Western and Indianhead. Secondary comparisons with other municipal employers, excluding school districts, and with Consolidated Papers, as the major employer in the city where the District is located will be considered.[2]

THREE YEAR PROBATIONARY PERIOD

Position of the Parties: Seeking to implement a three-year probationary period for all newly hired teaching staff, the District's posits its offer should be selected because it eliminates differential treatment among its professional employees and because it allows the District to fully assess whether a new employee can meet its teaching standards without incurring the expense and time of litigation if termination is necessary and allows time for a new instructor to show improvement if it is needed. As further support for its position, it states that a three year probationary period exists in seven of its eleven comparable VTAE districts and none of the eleven provide a different probationary period based upon prior teaching experience. It also argues that adopting a uniform three year probationary period would be beneficial not only to the students but would be in the interest and welfare of the public. In response, arguing that the comparables do not support the District's position on this issue;

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[1] Economic comparisons suggest that Blackhawk, Lakeshore, Morraine Park, Nicolet and Western share equalized values similar to this District's; that Blackhawk, Fox Valley, Lakeshore, Morraine Park, Nicolet and Indianhead levy mill rates for operation and debt are similar to the District's, and that Chippewa, Fox Valley, Lakeshore, Nicolet, Western, and Indianhead's percentage of expense related to debt retirement is similar to the District's. Further, it is noted that the District compares itself with Morraine Park, Fox Valley, Northcentral and Lakeshore when determining appropriate compensation for its Director. This evidence suggests a much smaller set of comparables would be more appropriate if both parties had not proposed those selected as comparables.

[2] School districts are excluded from these comparisons since the impact of qualified economic offers as mandated by the state legislature affects the parties' ability to negotiate when reaching a voluntary settlement.

that the District has given no compelling reason for this proposal and that it has not offered a *quid pro quo* for its proposal, the Association states the District's proposal should be rejected.

Discussion and Finding:

With respect to this issue, it is concluded that the Association's position is more reasonable. While the Employer argues that its proposal to amend the current language by extending the probationary period of three years to all employees would eliminate differential treatment; allow it to fully assess whether an employee can meet its teaching standards, and is supported by the comparables, the record does not indicate the existing language creates any difficulties for either the Employer or the employees and that the comparables do not support the Employer's position. Contrary to the Employer's assertion, a review of the probationary language existing among the comparable vocational districts indicates that five of the eleven districts have a two year probationary period while five others have a three year probationary period.[3] Data which shows that the comparables are evenly divided with respect to a given issue is not persuasive when it is argued that the comparables support a position.

INSURANCE

Position of the Parties: Reviewing the coverage provided by its proposed comparables, the District states that the Association's offer which includes routine physicals and waiver of premium is "more generous than a majority of the comparable districts," while its *quid pro quo* offer of $5/0 on the prescription drug card is not as high as that of the districts which provide a waiver of premium benefit or routine physicals. It continues that when insurance plans among the comparables are reviewed, it is clear that its offer is very comparable to the health plan coverages offered among the comparables.

The Association asserts, however, that its offer to modify the prescription drug card coverage is an adequate *quid pro quo* for adding routine physical coverage and the waiver of premium benefit since it not only pays the cost of the benefits but actually results in an overall savings to the District. Continuing, it states there is a "legitimate need on the part of employees who are forced to go on long term disability" to have their premiums waived since health insurance premiums make up the vast majority of costs to these employees. It also argues that providing the benefits will assist the District since it will lessen the District's exposure to medical costs associated with employees using sick leave rather than going directly on long term disability and reduce absenteeism since employees would be encouraged to "track their health on a regular basis."

Discussion and Finding: Both parties agree upon the contribution rates for 1994-95 and 1995-96 and the "cap", however, the Association seeks to add two new benefits, routine physical coverage and a waiver of premium for those become eligible for disability benefits. As a *quid pro quo* the Association proposes to change the prescription drug card rate from $2 on all drugs to $5 on name

[3] One other district has a six consecutive semester probationary period which could be interpreted as a three year probationary period. If this were done, it would be concluded that just one more than half has a three year probationary period.

brand drugs and nothing on generic drugs and provides evidence that this change will result in an overall savings to the District in the rate it pays for health insurance.

In concluding that the District's position on this issue is more reasonable, it is determined that the Association has failed to demonstrate a persuasive need for either of the benefits and that the comparables do not support inclusion of both benefits in the health coverage plan. It is also determined that without such a showing, the *quid pro quo* offered by the Association is insufficient reason to find the Association's position more reasonable. In arriving at this conclusion, it is noted that while the Association states there is a legitimate need for the benefits and, in particular, for the waiver of premium benefit, the record fails to establish that lack of these benefits has caused undue hardships upon the employees. Further, an analysis of the plans provided by the comparable districts indicates that routine physicals is a common covered benefit but that waiver of premiums is not. Nine of the eleven districts provide routine physical coverage while only two provide waiver of premium coverage.

EARLY RETIREMENT

Positions of the Parties: Referring to the early retirement, the District states it has been reasonable by agreeing with the Association to reduce the age when the benefit becomes available from 57 to 55; by allowing early retirees to convert 40% of their unused sick leave into a cash equivalency to be used toward the cost of health insurance premiums in 1994-95 and 50% in 1995-96, and by allowing a retiree's spouse to continue in the group insurance plan until the spouse qualifies for Medicare, provided the spouse pays the full cost of coverage. It continues that, in contrast, the Association proposal is excessive in that it seeks a conversion rate in 1994-95 which would cost the District $196,224 in additional conversion benefits alone. As further support for its offer rather than the Association's, the District notes that six of the eleven districts do not provide this benefit at all; that two of them provide a lesser benefit than it proposes, and that only three districts have a slightly greater benefit. The District also posits that internal comparisons support its position stating that two of its other units have a higher eligibility age than that proposed for this unit and that management employees may only convert up to 48 days of sick leave as opposed to the 60 days it offers here. Further, reviewing the parties' practice under prior agreements dating back to 1983-85, the District declares its offer continues the pattern of incremental increases which has been established and is, therefore, not only more reasonable than the Association's proposal but closer to what they would have agreed upon had they been able to reach a voluntary settlement.

In response, the Association argues that the external comparables support its position and, therefore, its position should be found more reasonable. The Association, also noting the parties are essentially in agreement regarding the right of an employee's family to continue health insurance coverage under the District's group program in the event of an employee's death, urges adoption of its language stating that it is more specific than the District's.

Discussion and Finding: Both parties agree the age at which this benefit becomes available should be reduced from 57 to 55. The Association, however, seeks to convert the amount of unused sick leave into a cash equivalency to be used toward the cost of health insurance premiums at a much higher percentage than the District is willing to offer. A review of the internal and external

comparables indicates the District's offer is reasonable when compared with the internal comparables but that the Association's offer is more reasonable when compared with the external comparables. With respect to the internal comparables, the District's offer in this dispute exceeds that which it grants two of its bargaining units and is equal to (in 1994-95) that which it currently provides management. If there is no 1995-96 increase in the sick leave conversion granted management, the District's offer to this unit in 1995-96 will also exceed that which it provides management. On this basis, it is concluded that the District's offer is consistent with or better than the benefit it grants its other employees.

An analysis of the early retirement benefits provided among the comparable districts, however, shows that the same is not true when external comparisons are made. While the District accurately states that several districts do not offer a conversion of sick leave benefit, it's position ignores the fact that sick leave conversion is not needed among those districts since they have agreed to continue to pay health insurance premiums between the age of early retirement and eligibility for Medicare.[4] A review of the retirement provisions indicates that five districts agree to provide full payment of the premium for a period of time; that one district agrees to provide payment based upon a percentage of the regular salary contracted during the last year of employment; that one district differentiates between converting unused sick leave for certain employees and agreeing to pay the full premium for other employees based upon the age at which the employee retires, and that four districts apply sick leave conversion to the payment of premiums. Further, it is noted that among those who do apply sick leave conversion to the payment of premiums the percentage varies as does the number of days which may be converted. Based upon this analysis, it is concluded that the District's offer of converting 40% of unused sick leave up to a maximum of 48 days in 1994-95 and 50% of unused sick leave up to a maximum of 60 days in 1995-96, is not supported by the comparables, the majority of whom provide for either full payment of insurance premiums or a conversion higher than the District offers.

Under this issue, both parties have also proposed language which allows an employee's family to continue health insurance coverage under the District's group plan in the event of an employee's death. Since they are much the same, although the Association states it believes its proposal is clearer, this issue is determined by which final offer is selected rather than the clarity of the language proposed.

FRINGE BENEFITS FOR PART-TIME EMPLOYEES

Positions of the Parties: While the District would prefer this issue be bargained between the parties, it argues against the Association's proposal stating that it should not be granted without a significant *quid pro quo* since the collective bargaining agreement provides that performing evening work is voluntary and not an exclusive right of the Association. It also argues that staff should not receive prorated benefits for hours spent teaching evening classes since the District has the right to employ part-time non-union staff for evening instruction and offers these classes to its faculty as an

[4] In each instance, with the exception of one district, the age of retirement is also tied to a number of years of experience.

opportunity to gain more compensation and not as a requirement that they teach the classes.[5] The District also posits that the proposal should be rejected stating that the ambiguity in the language of the Association's proposal could be used by the Association to argue for mandatory right of first refusal for part-time employees, a right which the District has closely guarded and which, if altered, would have a costly impact on the District and its operations.

The Association, however, argues that the current situation allows the Employer to be unfairly enriched at the expense of its employees and that, therefore, this proposal is needed. The Association also argues that its position is supported by the prevailing practice among the VTAEs which is to base fringe benefits upon the actual work done by employes. Continuing, the Association rejects the District's argument that the issue should be defined in terms of "voluntary" and "assigned" stating this argument ignores the real issue which is "whether or not employees should receive benefits based upon the hours regularly worked for a full semester." The Association also rejects the District's claim that this provision would cost them an additional $6,532.25 during 1993-94 stating that the number is incorrectly calculated. Finally, the Association declares that the District did not challenge the arbitrator's authority to decide the issue at any time prior to filing its post-hearing brief and that, as such, it is deemed to have waived any right to raise that challenge now. It adds, however, that the issue is moot, since fringe benefit compensation is a mandatory subject of bargaining under the Wisconsin Statutes.

Discussion and Finding: The Association seeks to amend Article VIII, Section H by adding a paragraph which would cause benefits to be prorated on the basis of all hours regularly worked rather than on the current basis of contracted hours. After reviewing the record, it is concluded that while there is some merit in the Association's argument that it seems unfair that the District is able to use experienced staff without having to provide benefits associated with such experience, its overall argument is not persuasive. While it is clear that a majority of the districts considered comparable choose to provide benefits for its part-time employees based upon the total number of hours worked rather than upon the contracted hours, the fact remains that unless employees here are required to work hours in addition to those contracted, the argument that the District is unfairly enriched because its experienced employees desire additional hours of work is not persuasive. If they were required to work the additional hours, the issue would be different. Since they are not, however, it is more appropriate that this issue be bargained between the parties for until it can be shown that the Employer's actions are to the detriment of the employees or that there is an adequate *quid pro quo* it cannot be concluded that the Association's position is more reasonable.

WAGES

Position of the Parties: With respect to wages, the District declares its offer is more reasonable since it maintains its rank among the comparable VTAE districts; is comparable to wages paid private sector employees and is above the Consumer Price Index increase. According to the District voluntary settlements over the past few years have yielded results that place it at the top of the many of the customary benchmarks among the comparables. Going on, it states that while its offer many not represent the greatest percentage increase among the comparable VTAEs, benchmark

[5] As further evidence of this fact, it states that its instructors know the evening classes are not covered by the contract since they volunteer to teach it for an hourly rate and not an increased contract.

comparisons indicate that it does maintain the historical rank that has existed with the exception of the BA+0 Minimum which was affected when the parties restructured the schedule during prior negotiations.

The District continues, that when the offers are compared with increases received by employees in private employment within the District's boundaries, the comparison demonstrates that its offer is much more comparable to the wage increases received by these other employees than is the Association's offer. Further, stating Section 111.70 (4)(cm)(g) directs the arbitrator to consider the parties' final offers relative to the Consumer Price Index, the District posits that a comparison of the offers with the increases reflected in the Consumer Price Index indicates that its offer is not only fair but excessive.

Finally, the District declares that its wage offer is more reasonable not only because it provides a fair and equitable salary increase within the fiscal constraints of the District but because it is consistent with increases received by other professional staff in school districts throughout the state. Referring to the fact that school districts throughout the state have been limited to a 3 8% total package, the District argues that since its total salary and fringe benefit increase is above that state-wide standard, the Arbitrator cannot overlook its offer when considering the reasonableness of the proposals.

The Association also argues that its offer best maintains the District's relative historical position among the comparables when benchmark comparisons are made. As support for its position, it compares average salaries at the benchmarks; the historical position of the District by benchmark, and the benchmark percentage increases for 1995-96 with the percentage increases offered by the parties and concludes the comparison demonstrates the Association offer is more "in sync with the prevailing settlement patterns" and results in compensation more comparable to that of other employees with similar experience among the comparables.

With respect to other wage offer comparisons, the Association urges that not only should the District's K-12 comparisons be ignored but that its other public employee comparisons should be rejected. It also urges that the District's private sector employment comparisons be rejected.

In reply to the Association's arguments, the District, again pressing for its set of comparables, asserts the Association misstates the evidence in regard to salary offers and comparability by ranking the historical positions of benchmark dollars of all fifteen of the state's VTAE districts rather than those proposed by the District. Further, considering the Association's argument regarding percentage increases, the District declares that this comparison should not be made since the District is in a leadership position. It also posits that the Association comparison of salary schedules does not accurately reflect the relationship and "strenuously objects to this characterization of the Association's manipulation of the numbers." Continuing, the District notes that when a comparison of average salaries at the top of relevant benchmarks is made its offer significantly exceeds the average of the comparable districts and that the Association's offer is excessive.

The District also asserts that public sentiment compels a wage increase comparable to the increase received in the private sector and in the K-12 school districts. In this respect, it argues that public sentiment in particularly relevant in this instance since the local economy is dominated by two major employers and since a recent K-12 referendum to increase spending on technological goods and services, which was rejected by nearly 70% of those voting, sends a message that public spending must be limited. Further, it charges that the Association's argument that K-12 school district settlements should be ignored "misses the point" since the "QEO" concept reflects "public sentiment against large increases to public sector employees."

In its reply, the Association, re-addressing the salary issue, disputes the District's claims regarding rankings among the comparables and re-avows that the evidence demonstrates the District's offer falls short of maintaining its historical ranking in seven of the nine benchmarks typically used to compare salary schedules. It also re-affirms its position regarding comparisons with the local labor market and challenges the data provided by the District with respect to it. In addition, it re-asserts that comparisons with K-12 districts should not be made since they are under "QEO" restraints and argues that this District is under no fiscal constraint which would prevent it from funding either offer.

Finally, the Association maintains that it is inappropriate to apply the District's consumer price index data as a measure of the cost-of-living since it is general in nature and does not single out the cost of living adjustments of comparable employees in comparable districts. The Association continues that, instead, it is reasonable to assume the cost of living factors which apply to this District are the same as those which apply to the other VTAE districts.

Discussion and Finding: In concluding that the District's offer on this issue is more reasonable, the offers of each party were compared with the settlements among the comparable districts and among other municipal employers, with the exception of school districts, and Consolidated Papers since it is the major employer in the city in which the District lies. In this respect, it was concluded that while the Association's offer more closely approximates the percentages increases granted among the comparable districts, the District's offer more closely approximates both the other municipal employer and private employer settlements. Further, when benchmark comparisons were made, the evidence indicates that while both offers make little change in rank in 1994-95, the District's offer more closely maintains its rank among the comparables in 1995-96.

Settlements in 1994-95 among the districts considered comparable, with the exception of one district, ranged between 3.25% per cell and 4.25% per cell and averaged 3.7% per cell.[6] In 1995-96, while several of the districts are not yet settled, among those that have, the percent per cell increases range between 3% and 3.25%. If only these per cell comparisons were used, it would be concluded that the Association's offer is more reasonable since it seeks a 3.9% per cell increase in 1994-95 and a 3.25% per cell increase in 1995-96. These increases, however, do not tell the whole story since the percent per cell increase reflects a larger increase on wages than the percent per cell number indicates. In this respect, the Association's offer equates to a 5.15% increase in wages in 1994-95 and a 4.92% increase in wages in 1995-96 while the District's offer represents a 4.24% increase in

[6] This average was determined by comparing the percentage increases among nine of the eleven comparable districts since no data was available for one district and the other district's settlement was substantially different from the rest.

wages in 1994-95 and a 4.09% increase in wages in 1995-96. Wage settlements among the other municipal employers, with the exception of the school districts, in the area encompassed by the District range between 4% and 4.25% in 1994-95 and between 3% and 4% in 1995-96. Further, the settlement at Consolidated Papers indicates a 3% increase in wages in each of the two years. Consequenty, when these percentage increases on wages are compared with the impact the per cell increases have on wages, it is concluded that the Association's offer is reasonable when compared with the other comparable districts but that the District's offer is more reasonable when compared with the other municipal employers and with the private sector. Further, while the Association has argued that comparisons with other municipal employers and any private sector employers should not be made, a comparison of the percentage increases is appropriate since it reflects what the area perceives as an appropriate rise in the cost of living.

More weight would be assigned the fact that the Association's offer is more reasonable when compared with the percentage settlements of the other comparable districts if it were not for the fact that this District is a wage leader among the comparables. This fact makes maintenance of rank comparisons much more persuasive even if the increase is not as great as those received by other employees performing similar work. With respect to maintenance of rank, it is concluded that the District's offer is more reasonable than the Association's.

In the past few years, the parties in this dispute have made a concerted effort to redesign the salary schedule. The overall impact of this effort is that the District has consistently ranked among the highest of the comparables at the BA Minimum; BA, Step 7; MA Minimum, MA Maximum and Schedule Maximum benchmarks during the past three contract years preceding this dispute. When these comparisons are made considering each party's offer, neither offer, during 1994-95, results in a significant change in these benchmark rankings. However, during 1995-96, although most districts are not yet settled, it is clear that the Association's offer will result in a substantial improvement if the settlements are similar to those settlements already reached, while the District's offer will result in ranking more closely approximating its current rank.

Comparison of Benchmark Rank for 1994-95

District	BA Min	BA/7	MA Min	MA/10	MA Max	Sched. Max
Blackhawk	26,449	33,476	29,406	41,131	46,341	50,095
Chippewa Valley	28,588	36,019	32,303	44,145	45,461	48,792
Fox Valley	29,512	35,309	32,772	42,245	47,987	51,675
Lakeshore	29,180	35,214	32,353	41,403	46,652	49,841
Moraine Park	27,206	33,074	31,064	39,866	46,712	49,927
*Nicolet	24,356	38,732	24,365	46,227	46,227	48,227
Northcentral	26,887	33,355	32,277	41,979	45,852	52,320
*Northeast	25,075	34,350	27,670	43,315	47,225	48,185
*Southwest	24,119	29,392	26,382	35,490	41,846	43,496
*Western	24,963	32,451	28,253	40,968	45,200	48,460
*Indianhead	27,787	33,638	30,372	40,443	44,919	46,334

Midstate Board	29,675	35,551	31,560	40,375	47,231	52,886
Midstate Association	29,935	35,862	31,836	40,728	47,643	53,348
Board Rank	1	3	5	10	2	1
Association Rank	1	3	5	9	2	1
*Board Rank	1	2	1	5	1	1
*Association Rank	1	2	1	4	1	1

*Those districts which have settled for 1995-96.

Comparison of Benchmark Rank for 1995-96

District	BA Min	BA/7	MA Min	MA/10	MA Max	Sched. Max
Nicolet	25,218	34,088	25,218	47,845	47,845	49,987
Northeast	25,890	35,470	28,570	44,725	48,760	49,720
Southwest	24,963	30,420	27,305	36,731	44,761	46,411
Western	25,494	33,141	28,853	41,834	46,160	49,490
Indianhead	28,621	34,647	31,283	41,656	46,267	47,724
Midstate Board	30,447	36,511	32,412	41,465	48,506	54,314
Midstate Association	30,908	37,028	32,871	42,052	49,191	55,082
Board Rank	1	1	1	5	2	1
Association Rank	1	1	1	3	1	1

As is demonstrated in the above tables, if the Association's offer for 1995-96 is implemented, there would be improvement in rank at the BA, Step 7 and MA, Step 10 benchmarks while the District's offer would show improvement in rank at the BA, Step 7 benchmark and a decrease in rank at the MA, Step 10 benchmark.[7] Further, a comparison of the dollar increases at each benchmark indicates that the Association's offer would result in an increase which exceeds the average at all benchmarks except the MA, Step 10 benchmark. Such improvement in rank is not justified given that the District is already a wage leader among the comparables.

In conclusion, based upon the foregoing discussion which reviews the evidence and arguments submitted, together with the criteria found in Wis. Stats. 111.70(4)(cm)(7), and based upon the weight given each criterion and the findings, it is determined that the District's offer is more reasonable. Accordingly, it is determined that the award on the following page be made:

[7] The 1995-96 comparisons are found to be relevant since they reflect somewhat the same distribution as that which occured when all settlements were available for 1994-95.

AWARD

The final offer of the District, together with the stipulations of the parties, shall be incorporated into the 1994 and 1995 collective bargaining agreement.

Dated November 2, 1995, at La Crosse, Wisconsin.

Sharon K. Imes

Sharon K. Imes, Arbitrator

SKI:ms