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In the matter of
Mediation/Arbitration between

WILMOT UNION HIGH SCHOOL DISTRICT
and
WILMOT TEACHERS ASSOCIATION

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
Award

Case III No. 22473

Med/Arb - 9

Decision No. 16398-A

I. PUBLIC HEARING. A public hearing on the above entitled matter was held on July 31, 1978, beginning at 7:30 p.m. at Wilmot High School. Fifty-four citizens were present. Nine citizens registered to speak and voiced their concerns. Five representatives of the Board of the District and four representatives of the Association were present. Spokesmen for both parties gave information on their respective offers.

II. MEDIATION. Mediation in the above matter took place at the Wilmot high School on August 1, beginning at 10 a.m. There were many issues; three were resolved by an agreement reached between the parties. These issues concerned retroactivity, summer checks, and grievance procedure. The mediation session, however, was not successful in resolving major differences. The arbitrator then, in writing, notified the parties that on August 1, 1978 at 2:45 p.m. he would begin conducting a hearing in final and binding arbitration.

III. HEARING IN FINAL AND BINDING ARBITRATION. A hearing in final and binding arbitration on the above entitled matter was held as noted above on August 1, 1978, beginning at 2:45 p.m. at the Wilmot High School. The parties presented exhibits, witnesses were sworn, and testimony was taken. The proceedings were recorded on electronic tape.

The parties submitted Briefs by August 31, 1978, which were subsequently exchanged by the arbitrator on September 5, 1978.

IV. APPEARANCES.

For the Association

Donna Jllman, Director, Southeast Wisconsin
District, Wisconsin Education
Association Council

For the Board

Karl L. Monson, Consultant, Wisconsin
Association of School Boards

V. THE ISSUES RESOLVED AND UNRESOLVED. On the following pages are given the final offers of the parties with a lettered notation by the arbitrator of the status of the issues at the commencement of the arbitration proceedings.

V. A.

WILMOT TEACHERS ASSOCIATION
March 20, 1978

APR 5 1978

Association Offer

WILMOT TEACHERS ASSOCIATION
LOCAL 1000

1. All tentative agreements
 - A. Grievance Procedure - Exhibit A *SETTLED*
 - B. Insurance - Article 7.1 (1) shall be amended in line 5 by substituting \$85.00 for \$55.50. *SETTLED*
 - C. Leaves - Exhibit B *SETTLED*
2. All language, salary and benefits set forth in the 1976-77 agreement except as modified herein. *SAME POSITION AS BOARD*
3. The calendar for 1978-79 shall be negotiated and become part of this agreement. *AT ISSUE*
4. Duration - July 1, 1977 - June 30, 1979 *SAME POSITION AS BOARD*
5. All salary and benefits shall be retroactive. Retroactivity on salary shall be paid over the remaining checks in the 1977-78 year if applicable. Retroactivity on benefits shall be paid in one check. *SETTLED*
6. 1977-78
 - A. Salary - Exhibit C *AT ISSUE*
 - B. STRS - Amend Section 6.15 by substituting the following: "The District shall pay the employes share of required deposits to the State Teachers Retirement System to a maximum of \$575. *SAME POSITION AS BOARD*"
 - C. Evaluation - Amend Section 8.5 by deleting the final sentence and adding the following: "The supervisory and evaluative procedures shall be applied evenly among all teachers in the bargaining unit. Teachers believing an evaluation or supervisory report to be inaccurate, unfair or misleading may attempt to resolve the matter through the grievance procedure. Upon request of either party, the Association and the Board shall meet to review the supervisory procedure and the evaluation instrument." *NOT PRESENTED*
 - D. Summer Paychecks - New Section 11.3 - "Upon request teachers may receive all summer paychecks by June 30." *SETTLED*
7. 1978-79
 - A. Fair Share - Exhibit D *AT ISSUE*
 - B. Salary - Exhibit E *AT ISSUE*
 - C. Health Insurance - Section 7.1 (1) shall be amended in line 5 by substituting the full \$ amount of the family insurance premium for \$85.00. *AT ISSUE*
 - D. Dental Insurance - Section 7.4 (4) shall be amended in line 29 by substituting \$12.00 for \$7.00. *AT ISSUE*
 - E. Extra Curricular - Amend Appendix B as follows:
 - (1) Girls Head Basketball 11%
 - (2) Girls Head Track 8%
 - (3) Girls Head Gymnastics 9%
 - (4) Girls Head Volleyball 5½%
 - (5) Assistant Girls Track 5%
 - (6) Assistant Girls Basketball 7%*ALL SAME AS BOARD*

Wilmot Teachers Association Offer
March 20, 1978
page 2

- (7) Assistant Girls Gymnastics 5½% *SAME POSITION AS BOARD*
 - (8) Increase chaperones from \$10.00 to \$12.50 *AT ISSUE*
 - (9) Increase ticket taking, announcer, etc. from \$7.00 to \$10.00. *SAME*
- F. Calendar - Amend Section 12.1 by substituting the following: "The Calendar, as negotiated between the Board and the Association is set forth in Appendix _____. In case of school closing due to inclement weather or other emergencies, only those days required to be made up for the purpose of receipt of state aids shall be made up. Teachers shall not be required to report to work on days on which school is closed as set forth herein and no loss of salary or benefits shall be suffered by any teacher as a result of such days not being made up." *AT ISSUE*
8. Change all dates to reflect the period of the agreement.

JTG:cas
3/20/78

1 5.1 Purpose: The grievance procedure is designed to insure
2 adequate consideration regarding problems and misunderstandings
3 that by their very existence hinder the educational
4 functions of Wilmot Union High School.

5 5.2 Definition of a Grievance: For the purpose of this
6 agreement, a grievance is defined as any complaint,
7 controversy or dispute concerning a question of fact
8 regarding the interpretation or application of a
9 specific provision of this agreement by and between
10 Wilmot Union High School District and the Association,
11 or a member thereof. A complaint is a minor disagree-
12 ment which may become a grievance if left unresolved.
13 The filing of the proper grievance form in its
14 initial stage, must be done within forty-five (45)
15 calendar days, following the alleged incident or
16 when the grievant first recognizes the complaint.
17
18
19

20 5.3 Nondiscrimination: Initiation of a grievance by an
21 employee shall in no way reflect on his professional
22 standing or loyalty to the department or to the school
23 or other organizations to which he is responsible.
24 Neither shall it be considered a reflection on his
25 supervisor or on the general administration of the
26 department. All parties to a grievance shall be
27 assured of freedom from restraint, coercion,
28 discrimination, or reprisal.

29 5.4 List of steps, administrative channels, and time limits
30 of a grievance procedure.
31 A. Employee may first take his grievance to his organization.

32 Whenever an employee has a problem pertaining to his
33 employment and/or those supervising him for reasons
34 arising out of his employment, he and/or his appointed
35 representative shall have the right to have such
36 problems heard, as set forth in this agreement, and
37 grievances processed are to pertain directly to this
38 agreement. The grievor shall indicate the specific
39 provision in the agreement being violated.

40 An employee shall have the right to select a
41 representative of his choice to accompany and assist
42 him in the presentation of his cause of dissatisfaction.

EXHIBIT A (page 2)

43 A teacher with a grievance shall discuss it with his
44 principal, either directly or through his representa-
45 tive, with the objective of resolving the matter
46 informally.

47 B. If an informal resolution proves impossible, the following
48 procedure shall be used:

49 1. The Association or the employee shall submit the
50 grievance in writing to the administrator.

51 2. If the issue is not resolved within ten (10) calendar
52 days of submission, the grievance may be submitted
53 by the Association or the individual to the
54 Board of Education.

ARTICLE IX. LEAVES: SICK, EMERGENCY, PERSONAL

- 1 9.1 Every contracted teacher shall be entitled to sick
2 leave of ten (10) days per school year.
- 3 9.2 Sick leave shall be cumulative to 100 days.
- 4 9.3 Emergency leave in the event of serious illness or
5 death not to exceed four (4) days per contract year, is
6 hereby authorized. This leave or leaves, without loss
7 of pay and without charges to sick allowance, will be
8 granted in the event of a serious illness or death of
9 the employee's mother, father, mother or father-in-law,
10 sister, brother, wife, husband, child and grandparent.
11 One (1) day of the four (4) emergency leave days may
12 be used for serious illness or death of a person un-
13 named above and claimed by the faculty member. All
14 leaves of absence under this paragraph shall be
15 subject to the approval of the District Administrator.
- 16 9.4 Maternity leave without pay will be granted when re-
17 quested by a pregnant female or the spouse of a pregnant
18 female. Maternity leave shall be continuous unless
19 (1.) the District Administrator approves temporary
20 return to teaching status or (2.) sick leave is used
21 by the female for the days she is disabled due to the
22 birth of her child as determined and certified by
23 a medical doctor. Persons on maternity leave shall
24 be returned to prior status at their request provided
25 they take their position ninety (90) days after
26 termination of pregnancy or at the beginning of the
27 fall semester if the three month period ends during
28 summer vacation.
- 29 9.5 One nondivisible personal day absence per faculty
30 member will be granted by the District Administrator
31 provided the day does not precede or follow a vacation
32 or holiday. One half of 1/188 of the teacher's
33 contracted base salary shall be deducted from his
34 salary. The District Administration is to be
35 notified prior to the absence.
- 36 9.6 In the event of a reduction in faculty size resulting
37 from a reduction in the size of the student body the
38 Board of Education shall give consideration to
39 seniority, teaching experience, and qualifications
40 to teach in areas as determined by student course

41 selections. Like consideration will be given in
42 rehiring teachers who have been laid off. This
43 provision will not apply to a teacher placed on
44 probationary status by the Board of Education.

45 9.7 Four (4) unpaid personal days absence per year
46 are authorized at a reduction of 1/188 of the
47 teachers contracted base salary for each day absent.
48 Six (6) additional unpaid personal days absence
49 are authorized at 2/188 of the teachers contracted
50 base salary for each day absent. The District
51 administrator is to be notified prior to any absence.
52 Absence exceeding 10 unpaid personal days will subject
53 the teacher to dismissal. This paragraph shall not
54 apply to extended illness or injury absences.

EXHIBIT C

The salary of all teachers shall be determined by the following index:

	B	12	24	M	12	24
0	1.00	1.03	1.05	1.08	1.10	1.12
1	1.04	1.06	1.08	1.11	1.13	1.15
2	1.07	1.09	1.11	1.13	1.15	1.17
3	1.10	1.13	1.15	1.18	1.20	1.22
4	1.13	1.16	1.18	1.23	1.25	1.27
5	1.17	1.20	1.22	1.27	1.29	1.31
6	1.21	1.24	1.26	1.31	1.33	1.35
7	1.25	1.28	1.30	1.33	1.35	1.37
8	1.29	1.32	1.34	1.37	1.39	1.41
9	1.33	1.36	1.38	1.41	1.43	1.45
10	1.37	1.39	1.41	1.43	1.45	1.47
11	1.44	1.47	1.49	1.50	1.52	1.54
12		1.55	1.57	1.59	1.61	1.63
13			1.62	1.64	1.66	1.68
14				1.69	1.71	1.74

EXHIBIT C (page 2)

The base salary for 1977-78 shall be \$9500 resulting in the following schedule:

	B	12	24	M	12	24
0	9500	9785	9975	10260	10370	10640
1	9880	10070	10260	10545	10735	10925
2	10165	10355	10545	10735	10925	11115
3	10450	10735	10925	11210	11400	11590
4	10735	11020	11210	11685	11875	12065
5	11115	11400	11590	12065	12255	12445
6	11495	11780	11970	12445	12635	12825
7	11875	12160	12350	12635	12825	13015
8	12255	12540	12730	13015	13205	13395
9	12635	12920	13110	13395	13585	13775
10	13015	13205	13395	13585	13775	13965
11	13680	13965	14155	14250	14440	14630
12		14725	14915	15105	15295	15485
13			15390	15580	15770	15960
14				16055	16245	16530

EXHIBIT D

FAIR SHARE

The Association will represent all employes in the bargaining unit, Association and non-Association, fairly and equally, and all employes in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employe shall be required to join the Association, but membership in the Association shall be made available to all employes who apply consistent with the Association's constitution and by-laws. No employe shall be denied Association membership because of race, creed, color, sex, handicap or age.

The employer agrees that it will deduct from each paycheck of all employes in the bargaining unit, in equal installments, an amount of money equivalent to the dues certified by the Association as the current dues required of all members, and pay said amount to the treasurer of the Association within thirty days of such deductions.

The employer will provide the Association with a list of employes from whom deductions are made with each monthly remittance to the Association.

The Association shall indemnify and save harmless the Board against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list or certificates which have been furnished to the Board pursuant to this article, provided that such claims, demands, suits, or other forms of liability shall be under the exclusive control of the Association and its attorneys.

This article shall become effective upon passage of a referendum of the employes in the bargaining unit by a majority of 51% of those employes voting in the referendum. Such referendum to be conducted by the WERC.

EXHIBIT E

The salary of all teachers shall be determined by the following index:

	B	12	24	M	12	24
0	1.00	1.03	1.05	1.08	1.10	1.12
1	1.04	1.06	1.08	1.11	1.13	1.15
2	1.07	1.09	1.11	1.13	1.15	1.17
3	1.10	1.13	1.15	1.18	1.20	1.22
4	1.13	1.16	1.18	1.23	1.25	1.27
5	1.17	1.20	1.22	1.27	1.29	1.31
6	1.21	1.24	1.26	1.31	1.33	1.35
7	1.25	1.28	1.30	1.33	1.35	1.37
8	1.29	1.32	1.34	1.37	1.39	1.41
9	1.33	1.36	1.38	1.41	1.43	1.45
10	1.37	1.39	1.41	1.43	1.45	1.47
11	1.44	1.47	1.49	1.50	1.52	1.54
12		1.55	1.57	1.59	1.61	1.63
13			1.62	1.64	1.66	1.68
14				1.69	1.71	1.74

EXHIBIT E (page 2)

The base salary for 1978-79 shall be \$10000 resulting in the following schedule:

0	10000	10300	10500	10800	11000	11200
1	10400	10600	10800	11100	11300	11500
2	10700	10900	11100	11300	11500	11700
3	11000	11300	11500	11800	12000	12200
4	11300	11600	11800	12300	12500	12700
5	11700	12000	12200	12700	12900	13100
6	12100	12400	12600	13100	13300	13500
7	12500	12800	13000	13300	13500	13700
8	12900	13200	13400	13700	13900	14100
9	13300	13600	13800	14100	14300	14500
10	13700	13900	14100	14300	14500	14700
11	14400	14700	14900	15000	15200	15400
12		15500	15700	15900	16100	16300
13			16200	16400	16600	16800
14				16900	17100	17400

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V. B.

Final Offer

APR 3 1978

Wilmot Union High School District

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

as presented by

the Board of Education

A. Contract Period: *SETTLED*

1. Two (2) years

- a. 1st year - July 1, 1977 through June 30, 1978; and
- b. 2nd year - July 1, 1978 through June 30, 1979;

to include:

B. Language Provisions: *SETTLED*

- 1. The language of the prevailing labor agreement dated July 1, 1976 through June 30, 1977 (Appendix A) as modified by the stipulations (Appendix B) between the parties;

to include:

C. Final Offer:

- 1. 1st year - July 1, 1977 through June 30, 1978
 - a. Increase base salary from \$9200 to \$9500. *AT ISSUE*
 - b. Increase Board of Education contribution of employers share of payment to the Wisconsin State Teachers Retirement Fund from \$475 to \$575 per year. *SAME POSITION AS ASSOCIATION*
- 2. 2nd year - July 1, 1978 through June 30, 1979
 - a. Increase base salary from \$9500 to \$10100. *AT ISSUE*
 - b. Increase Board of Education contribution of employers share of payment to the Wisconsin State Teachers Retirement Fund from \$575 to \$625 per year. *AT ISSUE*
 - c. Increase Board of Education contribution to premiums of the Wisconsin Education Insurance Trust health insurance from a maximum of \$85.00 per month to a maximum of \$90.00 per month. *AT ISSUE*
 - d. Increase Extra-Curricular Pay Schedule of the following classifications: *SAME POSITION AS ASSOCIATION*
 - 1. Girls Head Basketball Coach from 7% to 11%
 - 2. Girls Ass't Basketball Coach from 4% to 7%
 - 3. Girls Head Track Coach from 5% to 8%

4. Girls Ass't Track Coach from 3% to 5%
 5. Girls Head Gymnastics Coach from 5% to 9%
 6. Girls Ass't Gymnastics Coach from 0% to 5½%
 7. Girls Head Volleyball Coach from 5% to 5½%
- c. Increase the pay of ticket personnel, announcer, official time-keeper and official scorer at home football, basketball, and wrestling games from \$7.00 per evening to \$10.00 per evening.
- f. Fair Share (New Article) *At Issue*
- A. Referendum

This fair share agreement shall become effective only after a referendum vote conducted by the Wisconsin Employment Relations Commission. All employees in the unit are eligible to vote; and unless seventy-five (75%) or more of those voting; vote in favor of the fair share agreement, the agreement shall be null and void, and the fair share agreement shall not be implemented during the term of this collective bargaining agreement.

B. Amount of Fair Share

All employees, both members and non-members, except those who are exempt from coverage of this article, shall have deducted from their earnings the proportionate cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members. Such amount shall be remitted to the treasurer of the Association within thirty (30) days of the deductions.

C. Membership Not Required

Membership in the Association is voluntary. Teachers have the right to join, refrain from joining, maintain or drop their membership in the Association as the teacher so desires.

D. Certify Changes in Amount

Changes in the amount of money to be deducted shall be certified to the District by the Association thirty (30) days before the effective date of the change.

E. Save Harmless Clause

The Association shall indemnify and save harmless the Board against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the employer under this article, including but not limited to indemnification of damages and costs of court or administrative agency decisions and reasonable attorney fees.

VI. BACKGROUND LEADING TO MEDIATION/ARBITRATION. The Wilmot Teachers Association and the Wilmot Union High School had a collective bargaining agreement covering wages, hours, and conditions of work which expired June 30, 1977. On January 20, 1977 the parties exchanged initial offers for a new agreement and had fifteen meetings, including one mediation session, prior to January 9, 1978. On January 12, 1978, the Union filed a petition with the Wisconsin Employment Relations Commission requesting Mediation/Arbitration pursuant to Section 111.70(4) (cm) of the Municipal Employment Relations Act. Mr. Duane McCrary of the W.E.R.C. staff thereafter conducted an investigation. As a result of this investigation Mr. McCrary advised the Commission that the parties were at an impasse. The Commission found that the parties were at an impasse within the meaning of 111.70(4) (cm) 6 of the Act, certified that statutory conditions precedent to the initiation of Mediation/Arbitration existed and ordered such action on June 1, 1978. The parties selected Frank P. Zeidler as Mediator/Arbitrator and the Commission appointed him on June 15, 1978.

VII. SELECTED CHARACTERISTICS OF THE WILMOT UNION HIGH SCHOOL DISTRICT. Wilmot Union High School District is in the southwestern part of Kenosha County, Wisconsin. This area includes a small community and farms. There are adjacent recreational areas in nearby lake country. The District is in Cooperative Educational Service Agency No. 18 (CESA 18). It had a 1977-1978 enrollment of 914 students. It has five feeder schools, Randall, Lakewood, Riverview, Wilmot Elementary, and Trevor Schools (Board Exhibit 21). It had 52 teachers listed for 1977-1978 (Association Exhibit 9A).

Testimony of John Schnurr, Greenhouse Operator, and President of the District Board, was that the valuation of the District had risen in the ten years previous to 1978 from about \$64,000,000 to about \$225,000,000 or a rise which he says was 3.51 times the earlier valuation.

VIII. FACTORS TO BE CONSIDERED. The Wisconsin Statutes, Section 111.70 (4) (cm) 7, states that an arbitrator is to consider the following factors in consideration of offers:

"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 employees performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

"e. The average consumer prices for goods and services, commonly known as the cost of living.

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

"g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"h. Such others 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."

IX. THE LAWFUL AUTHORITY OF THE EMPLOYER. There is a question in this matter about the lawful authority of the Employer to carry out an award of the Associations offer on Fair Share. The Association Fair Share offer says in pertinent part:

"The Association will represent all employees in the bargaining unit, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Association.....

"The employer agrees that it will deduct from each paycheck of all employees in the bargaining unit, in equal installments, an amount of money equivalent to the dues certified by the Association as the current dues of all members."

The Employer asserts that this is not a Fair Share provision as envisioned in a decision of the Wisconsin Supreme Court in Browne et al vs. The Milwaukee Board of School Directors et al. (May 2, 1978) in which the Court noted among

other things that "FAIR SHARE" is to mean moneys used only for collective bargaining and administration of the contract, and not consequently full dues collected for whatever purpose.

THE BOARD'S POSITION. The Board says that the Association demand on Fair Share uses the language "costs of representation" which does not conform to the statutory language and therefore could arguably be different than Fair Share. The Employer says that in light of Browne, the Association may be demanding a benefit under the name of Fair Share which arguably could be improper; therefore the Board's proposal is more reasonable.

THE ASSOCIATION'S POSITION. The Association made an extended reply to the Board's position, which reply will be summarized here.

The Association first says that Browne has no relevance to the Fair Share issue here. The Association says that the argument of the Board that the Association proposal is not a Fair Share proposal under the statute is a legal one. That being so, the Board is prohibited from raising it because it did not raise it within the time limits set forth in Section 111.20 (4) (cm) 6 (a) and (q), and this argument is barred.

The Association says that the Board is apparently basing its position on a discussion in Browne that the Court considered it an unfair labor practice for a municipal employee to be required to pay for more than the cost of collective bargaining and contract administration. The Association says that when the Board therefore concludes that the Association Fair Share provision is illegal, it is going too far. The Association notes that the Supreme Court affirmed to action of a Circuit Court which ordered Browne to the Wisconsin Employment Relations Commission to determine what share of Fair Share dues were being spent for statutorily impermissible purposes. The Court recognized the difficulty of such an undertaking, and did not interpret the statutory language, but left to the W.E.R.C. to determine what "collective bargaining and contract administration" mean. Until a W.E.R.C. determination, the Statute is to continue to be applied with Fair Share dues being equivalent to Union dues, and not some sum determined by the Employer.

The Association notes that if the W.E.R.C. determines Fair Share to be something other than uniformly required dues, Section 13.2 of the agreement as stipulated is a savings clause which requires the parties to enter into negotiations to find a mutually satisfactory replacement for the section invalidated. The Association also quotes at length the decision of Arbitrator Stern in Manitowoc Public School District vs. Manitowoc Education Association (W.E.R.C. Case XVII, No. 22639, Wed/Arb-46, August 2, 1978) in which the arbitrator held that an offer in

Fair Share, similar to this offer, was not known to be illegal at this time, but one must await a W.E.R.C. ruling.

DISCUSSION. This arbitrator has held in the matter of Northwest United Educators vs. Cooperative Education Association No. 4 (W.E.R.C. Case X No. 22608 Med/Arb-36, September 21, 1978) that a request for Fair Share equal to Union dues, has not been judged to be illegal at this time. The decision is similar to the decision of the arbitrator in Manitowoc cited above. Therefore the matter of Fair Share will further be considered later in this report as to its other merits or demerits under the statutory guidelines for arbitration decisions.

X. STIPULATIONS OF THE PARTIES. The stipulations and settlements of the parties have been noted beforehand.

XI. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE GOVERNMENT TO PAY.

A. The Interests and Welfare of the Public

THE BOARD'S POSITION. The Board takes the position that the issue of the Association's position on Fair Share is not in the public interest. Board Exhibit 14 was a letter of resignation of May 29, 1978 by Teacher June Wheeler. Teacher Wheeler states that her resignation was not a reflection of conditions in the classroom, but the attempt of certain members of the faculty to create a union shop will force her to support policies to which she was diametrically opposed. She was opposed to Fair Share also, and was taking an assistantship at a University.

Board Exhibit 15 was a letter of June 15, 1978 in which Teacher Stanley A. Torstenson resigned. Teacher Torstenson said he could not support Fair Share, and felt this caused a very undesirable split in the faculty.

The Board says that these exhibits show that Fair Share is at least a part of the reason for the resignation of two teachers. The public hearing showed a widened public concern over unionism, compulsory membership, and dues. Nineteen of fifty-one teachers in 1977-78 did not belong to the Association. The Board, understanding the realities of the situation, has made an offer in Fair Share calling for 75% or more voting in favor as being a more reasonable offer under the existing conditions.

THE UNION'S POSITION. The Union contends that Fair Share poses no threat to the interest and welfare of the public. The Union says that the Board is relying on the "mood of the public" to defend its position, but at least the vast majority of those who spoke against Fair Share misunderstood it to mean providing tenure rather than providing Union security.

As for the teachers who resigned expressing displeasure with Fair Share, two teachers do not constitute an overwhelming outcry. As for Teacher Wheeler, one does not know the extent to which Fair Share or a new job opportunity had an impact on her decision.

As to the Association selling its own worth to members, the Association says that the list of services shown in Association Exhibit 21 (p.83) shows that it is doing this, but it has difficulty in selling an item that will also be provided free of charge whether the buyer chooses to pay or not.

DISCUSSION. The issue as to whether Fair Share is in the public interest depends somewhat on the mood of the public which under mediation/arbitration must be considered since a public hearing is provided for. It may have been intended by the Legislature that highly exacerbated publics are not an intended result of mediation/arbitration in municipal employee relations. However, some kind of Fair Share is being offered by both parties, so the principle of the idea is not at issue, but merely whether it should be more difficult or less difficult to attain. Both parties have accepted the concept that Fair Share could be in the public interest under some, but differing conditions. This being so, the arbitrator concludes that the issue of Fair Share should depend on the further factors of the terms of the offers and comparability with similar provisions in other comparable districts.

B. The Ability of the Unit of Government to Pay the Costs.

THE BOARD'S POSITION. The Board raises the issue of the ability of the District to pay. It notes the testimony of John Schnurr, President of the Board, and two farmers in the district, Mr. Claude Epping and Mr. Roger Sherman. The Board notes that the area is in an economic plight because homes and land are increasing in valuation while earning power

is decreasing. School taxes are rising, and account for 95% of the tax bill. Some farmers also have moved out of the district, and Mr. Sherman doubts that he can continue his farm operations because of taxes.

Thus it is clear that the Wilmot Union High School District can not afford any increased taxation for schools. Although the economic package of the Association is only 2.3% higher than that offered by the Board, nevertheless the percentage index system proposed by the Association will result in a geometric scale of percentage multipliers with the resulting salary schedule growing by itself. The system could ultimately become unmanageable.

THE ASSOCIATION'S POSITION. The Association says that there is no ability to pay issue in this matter. It was raised by the Board President who made the contention about the increase in land values and the resulting impact on the ability to maintain farms in the area. The Association does not take issue with these concerns or problems, but no information produced by the Board's witnesses lead one to the conclusion that the district does not have the ability to pay. One witness testified that the mill rate in Wilmot was right in the middle of the mill rates of the surrounding communities. Another witness said that the increase in school taxes was just another increase in the cost of other things.

The Association says that the arbitrator is to consider the ability of the local government to meet the cost of a proposal. The proposed cost as shown in Association Exhibit 19 is well within the budget of the district for both years. Further, the budgets are based on reduced mill rates each year. The Association notes that under Association Exhibit 17, six of the sixteen comparative districts have valuations higher than Wilmot, and ten spend more money per pupil than Wilmot. The cost of the Association package in the second year will be \$16,028 more than the Board's costs, and this is clearly within the budget and the ability to pay of the District.

DISCUSSION. The issue of ability to pay can be considered first on the immediate ability to pay, and then on the long run ability to pay. The President of the Board, in his testimony at the hearing, observed that any immediate increase,

while it may be absorbed now, will have a long run effect. The Board also notes that the index system proposed by the Association has a long run possibility of creating a situation in which the Board may have the inability to pay.

As to the immediate ability of the District of Wilmot to pay, the arbitrator finds that the District has the ability to meet either offer. The arbitrator believes that it is reasonable in deciding this issue to assume that the Association estimate of the difference between the Association and Board offers in the second year amounts to \$16,028 (Association 18A). Association Exhibit 19 (p.71) shows that the Board is budgeting \$726,066 for instructional staff for 1978-79. Association Exhibit 19 (p.67) shows that the Association offer for 1978-79 comes to \$664,476 for instruction cost. The Association offer, again being the higher offer would cost the Board \$878,589 for all fringes and base salaries in 1978-79, and the Board has allocated \$912,757 for such total costs. Thus the budget has the funds in it to meet the cost.

Also, Association Exhibit 17A shows costs per pupil in sixteen districts it judges comparable. These districts include the school districts of Kenosha and Racine which the arbitrator at this juncture does not consider comparable. Of the fourteen districts remaining, Wilmot is 7th in 1977-78 cost per pupil (including costs above cost controls). This adds to the arbitrator's conclusion that either offer is within the ability of the governmental unit to pay at the present time.

The long range issue is also to be considered. The testimony shows that because of pressure of land purchases, with consequent higher valuations for similar property as a result of sales, it may be increasingly difficult for persons in farming to remain in that calling. This arbitrator would not want to add any significant burden to persons who want to stay in agriculture. However, the differences in percentage increase of immediate costs does not appear to be placing an onerous burden on the property tax in the area for 1978-79, since the budget is already set, and the main problem of land speculation is something for legislative control.

The arbitrator concludes therefore that the issue of ability of pay is not sufficient to justify denying the Association request on this issue, and the reasonable conclusion is that it is not a major factor at this time.

XII. COMPARISON. Comparisons of wages, hours, and conditions of employment will now be made. An important beginning point is to ascertain comparable districts.

A. Comparable Districts.

ASSOCIATION LIST. The Association used a comparison list composed of 17 high schools. These 17 schools came from a combined list of schools in Kenosha County, the Southern Lakes Athletic Conference, and Cooperative Educational Service Agency No. 18, which includes schools in parts of five counties including Kenosha County. The schools are:

Badger (Lake Geneva)	Palmyra
Big Foot (Walworth)	Racine
Burlington	Central
Delavan-Darien	Union Grove
East Troy	Waterford
Elkhorn	Whitewater
Kenosha	Williams Bay
Lakeland	Wilmot
Mukwonago	

Lakeland is a Walworth County Special School at Elkhorn. The Association did not include elementary school districts on the ground that they confer lesser benefits than high schools they are feeders to. Wilmot is one of the eleven Union High School Districts in the state and one of seven such districts in C.E.S.A. 18.

BOARD LIST. The District listed seven Union High Schools in the C.E.S.A. 18 with their elementary schools and the K-12 schools in the area. The list is as follows:

Central High - Westosha	Walworth
Brighton	Fontana
Bristol	Reek
Paris	Sharon
Salem Consolidated	North Walworth
Wheatland Center	Walworth Elementary
Delavan - Darien	Waterford
Darien	North Cape
Delavan	Waterford Elementary
Lake Geneva	Washington Caldwell
Lake Geneva Elementary	Drought
Genoa City	Wilmot
Traver	Randall
Woods	Lakewood
Union Grove	Riverview
Dover	Wilmot Elementary
Raymond	Trevor
Union Grove Elementary	
Yorkville	

Other Area K-12 Schools

Williams Bay
 Mukwonago
 Burlington
 Elkhorn

Whitewater
 East Troy
 Palmyra

THE ASSOCIATION'S POSITION. The Association notes that both parties used the same general geographic area from which to draw their respective districts for comparison. The Association says that the exclusion by the Board of Racine and Kenosha from the list will have little impact on the Association list. As to the impact of the exclusion of the elementary districts from the Association list, the Association says that this will be difficult to estimate. The Association says that the Board representative acknowledged that there was a general trend in non K-12 districts for elementary schools to follow the lead of the high school district. Thus Union high school districts should be grouped with K-12 districts because they set the conditions for elementary staffs.

THE BOARD'S POSITION. The Board holds that little weight and value should be given to the districts listed by the Association. The Association gave little or no evidence as to why it listed the districts as comparable. Racine and Kenosha are not similar to Wilmot Union High School as they have large enrollments and are located in urban surroundings. Walworth County Special School in Elkhorn is not similarly situated being a special school for children with exceptional needs in education. The Association also did not use contiguous elementary schools but such elementary schools are similarly situated in terms of location, enrollment, instruction, number of teachers, valuation, state aids and taxation. Moreover the base rate for some of the elementary schools (Wheatland Center, Fontana, Delavan, Darien, Randall, and Bristol) were equal to or better than the base rate for Wilmot Union High School. Further the Association used Wilmot Elementary School or contract comparison.

DISCUSSION. In the matter of comparability, the situation surrounding Wilmot Union High School is such that it is evident that there are several levels of comparison possible. The arbitrator believes that the first and most important level of comparison is the group of Union High Schools because of the fact that they are Union High Schools and therefore have

a limited educational jurisdiction as compared to K-12 districts. The second level of comparison is that of districts which have high school components the K-12 districts; and the next level is that of elementary school districts. The arbitrator agrees with the Board contention that the use of the Lakeland Special School and Racine and Kenosha districts is of limited value. The above judgments result in the following table. The information is derived from Board Exhibit 21 and Association Exhibits 6 and 17B.

Table I

COMPARABLE SCHOOL DISTRICTS IN THE WILMOT AREA

A. Comparable (Union d.S.) Population \$ Valuation
per Pupil

Central Westosha	1107	\$68,684
Delavan-Darien	975	87,330
Lake Geneva	1037	
Union Grove	989	57,283
Walworth	673	
Waterford	884	62,023
Wilmot	914	86,184

B. Less Comparable (K-12)

Williams Bay	484	149,033
Mukwonago	4124	55,843
Burlington	3653	81,696
Elkhorn	1985	94,167
Whitewater	2293	80,059
East Troy	1797	83,281
Palmyra	1351	57,283

C. Still Less Comparable (Elementary Districts)

Brighton	Woods	North Cape
Bristol	Jover	Waterford
Paris	Raymond	Washington Caldwell
Salem	Union Grove	Drought
Wheatland	Yorkville	Randall
Darien	Fontana	Lakewood
Delavan	Reek	Riverview
Lake Geneva	Sharon	Wilmot
Genoa City	North Walworth	Trevor
Traver	Walworth	

B. Comparison of Salary Offers.

The Union offer for the two years is shown in Section V, A. above. The Board offer was stated in

Section V, B, but no table furnished. The Board was offering to increase the base pay, but the dollar increments in lanes and steps would remain the same for the two years. The following tables are derived from the Board Exhibits 7 and 8:

BOARD PROPOSAL
APPENDIX A
WILMOT UNION HIGH SCHOOL
SALARY SCHEDULE
1977-78

Table II

Exhibit 7

Step	EA	EA + 12	EA + 24	MA	MA + 12	MA + 24
0	9,500.00	9,700.00	9,900.00	10,200.00	10,350.00	10,500.00
1	9,850.00	10,050.00	10,250.00	10,550.00	10,700.00	10,850.00
2	10,200.00	10,400.00	10,600.00	10,900.00	11,050.00	11,200.00
3	10,550.00	10,750.00	10,950.00	11,250.00	11,400.00	11,550.00
4	10,900.00	11,100.00	11,300.00	11,600.00	11,750.00	11,900.00
5	11,250.00	11,450.00	11,650.00	11,950.00	12,100.00	12,250.00
6	11,600.00	11,800.00	12,000.00	12,300.00	12,450.00	12,600.00
7	11,950.00	12,150.00	12,350.00	12,650.00	12,800.00	12,950.00
8	12,300.00	12,500.00	12,700.00	13,000.00	13,150.00	13,300.00
9	12,650.00	12,850.00	13,050.00	13,350.00	13,500.00	13,650.00
10	13,000.00	13,200.00	13,400.00	13,700.00	13,850.00	14,000.00
11	13,350.00	13,550.00	13,750.00	14,050.00	14,200.00	14,350.00
12		13,900.00	14,100.00	14,400.00	14,550.00	14,700.00
13			14,450.00	14,750.00	14,900.00	15,050.00
14				15,100.00	15,250.00	15,400.00

28.

Article 6.1 adds \$350⁰⁰ to top of each lane

BOARD PROPOSAL
APPENDIX A
WILMOT UNION HIGH SCHOOL
SALARY SCHEDULE
1978-79

Table III

Years of Experience	BA	BA + 12	BA + 24	MA	MA + 12	MA + 24
0	10,100.00	10,300.00	10,500.00	10,800.00	10,350.00	11,100.00
1	10,450.00	10,650.00	10,850.00	11,150.00	11,300.00	11,450.00
2	10,800.00	11,000.00	11,200.00	11,500.00	11,650.00	11,800.00
3	11,150.00	11,350.00	11,550.00	11,850.00	12,000.00	12,150.00
4	11,500.00	11,700.00	11,900.00	12,200.00	12,350.00	12,500.00
5	11,850.00	12,050.00	12,250.00	12,550.00	12,700.00	12,850.00
6	12,200.00	12,400.00	12,600.00	12,900.00	13,050.00	13,200.00
7	12,550.00	12,750.00	12,950.00	13,250.00	13,400.00	13,550.00
8	12,900.00	13,100.00	13,300.00	13,600.00	13,750.00	13,900.00
9	13,250.00	13,450.00	13,650.00	13,950.00	14,100.00	14,250.00
10	13,600.00	13,800.00	14,000.00	14,300.00	14,450.00	14,600.00
11	13,950.00	14,150.00	14,350.00	14,650.00	14,800.00	14,950.00
12		14,500.00	14,700.00	15,000.00	15,150.00	15,300.00
13			15,050.00	15,350.00	15,500.00	15,650.00
14				15,700.00	15,850.00	16,000.00

E. J. Schmitt, S.

Article 6.1 adds \$350.00 to top of each lane

The following table is useful:

Table IV

COMPARISON OF SALARY OFFERS IN DOLLARS
AT SELECTED STEPS
A. 1977-78

Step	Agency	BA	BA+12	BA+24	MA	MA+12	MA+24
0	Bd.	9,500	9,700	9,900	10,200	10,350	10,500
	Assn.	9,500	9,785	9,975	10,260	10,370	10,640
5	Bd.	11,250	11,450	11,650	11,950	12,100	12,250
	Assn.	11,115	11,400	11,590	12,065	12,255	12,445
10	Bd.	13,000	13,200	13,400	13,700	13,850	14,000
	Assn.	13,015	13,205	13,395	13,585	13,775	13,965
Top 11	Bd.	13,350					
	Assn.	13,680					
12	Bd.		13,900				
	Assn.		14,725				
13	Bd.			14,450			
	Assn.			15,390			
14	Bd.				15,100	15,250	15,400
	Assn.				16,055	16,245	16,530
Actual Top (+350)	Bd.	13,700	14,250	14,800	15,450	15,600	15,750
	Assn.	14,030	15,075	15,740	16,405	16,595	16,880

B. 1978-79

Step	Agency	BA	BA+12	BA+24	MA	MA+12	MA+24
0	Bd.	10,100	10,300	10,500	10,800	10,950	11,100
	Assn.	10,000	10,300	10,500	10,800	11,000	11,200
5	Bd.	11,850	12,050	12,250	12,550	12,700	12,850
	Assn.	11,700	12,000	12,200	12,700	12,900	13,100
10	Bd.	13,600	13,800	14,000	14,300	14,450	14,600
	Assn.	13,700	13,900	14,100	14,300	14,500	14,700
Top 11	Bd.	13,950					
	Assn.	14,400					
12	Bd.		14,500				
	Assn.		15,500				
13	Bd.			15,050			
	Assn.			16,200			
14	Bd.				15,700	15,850	16,000
	Assn.				16,900	17,100	17,400
Actual Top (+350)	Bd.	14,300	14,850	15,400	16,050	16,200	16,350
	Assn.	14,750	15,850	16,550	17,250	17,450	17,750

C. Structure of the Salary Offers.

The structure of each salary offer is a matter to be considered for it has become an issue in itself. The Board salary offer is based on the pattern of setting a base salary and then establishing a dollar difference between lanes and a dollar difference between steps. The differences between lanes for the Board schedule for both years is the same, and the differences between steps is also kept the same. The Board plan for lane differences is determined as follows:

1. BA base + \$200 = BA + 12 base
2. BA + 12 base + \$200 = BA + 24 base
3. BA + 24 base + \$300 = MA base
4. MA base + \$150 = MA + 12 base
5. MA + 12 base + \$150 = MA + 24 base

After the bases of each lane are established, increments in those lanes proceed upward by \$350 a step. An additional \$350 is given to all teachers who have reached the top of their lane previously.

The Association proposal is based on an index system in which salaries in every lane and at any step are determined by multiplying the BA base by an index figure, as shown in the Association offer presented earlier in this report. The same set of index figures are to apply each year.

An important feature is that the differences in lanes and steps progress upward by an irregular pattern of percentages as noted in Board Exhibits 5 and 6. The following table is abstracted from these exhibits:

Table V

PATTERN OF INCREASES OVER PREVIOUS LANE OR STEP
BASED ON BASE INDEX OF 1.00 (CUMULATIVE)

Step	B	+12	+24	M	+12	+24
0	1.00	.03	.02	.03	.02	.02
1	.04	.03	.03	.03	.03	.03
2	.03	.03	.03	.02	.02	.02
3	.03	.04	.04	.05	.05	.05
4	.03	.03	.03	.05	.05	.05
5	.04	.04	.04	.04	.04	.04
6	.04	.04	.04	.04	.04	.04
7	.04	.04	.04	.02	.02	.02
8	.04	.04	.04	.04	.04	.04
9	.04	.04	.04	.04	.04	.04
10	.04	.03	.03	.02	.02	.02
11	.07	.08	.08	.07	.07	.07
12		.08	.08	.09	.09	.09
13			.05	.05	.05	.05
14				.05	.05	.06

D. Comparison of Offers at Selected Lanes and Steps
In Dollar Offers and Percentage of Increases.

The Association in Exhibit 10A presented some charts showing a comparison of dollar increases in salary proposals at selected steps for both proposals for both years. The Board chart showed an increase of \$300 for 1977-78 over 1976-77 for all steps and all lanes. For 1978-79 the Board chart showed an increase of \$600 in all steps in each lane over 1977-78. The Association chart showed varying amounts of increase for lanes and steps, and is shown here:

Table VI

COMPARISON OF DOLLAR INCREASES IN SALARY PROPOSALS

A. Association
1977-78

	BA	+12	+24	MA	+12	+24
Minimum	300	365	375	360	320	440
5 years	165	250	240	415	456	495
10 years	315	305	295	185	275	265
Maximum	630	1125	1240	1255	1295	1430

1978-79

Minimum	500	515	525	540	630	560
5 years	585	600	610	635	645	655
10 years	685	695	785	715	725	725
Maximum	720	725	810	845	855	870

B. Board

1977-78	\$300 at all steps in all lanes.
1978-79	\$600 at all steps in all lanes.

Association Exhibit 10B gave a comparison of percentage increases on salary proposals. In the Board percentages of increase for 1977-78, the maximum percentage increase was for a BA base at 3.26% and the minimum was for a MA+24 at 1.986%. The

decline followed a regular progression from high to low through the steps as the degree of attainment in credits and years of experience progressed. The Board percentages showed the same type of pattern for 1978-1979, declining from a high of 6.32% for a BA base to 3.896% for MA+24.

The Association pattern for the second year 1978-1979 was mostly at a 5.26% increase for all steps except three of the twenty shown. Its 1977-78 pattern showed considerable variations and is reproduced here to show the variations:

Table VII

PERCENTAGE SALARY INCREASES UNDER ASSOCIATION PROPOSAL

FOR 1977-78

	BA	+12	+24	MA	+12	+24
Minimum	3.26	4.095	3.91	3.64	3.18	4.31
5 years	1.51	2.24	2.11	3.56	3.86	4.14
10 years	2.48	2.36	2.25	1.38	2.03	1.93
Maximum	4.83	8.27	8.76	8.48	8.66	9.47

E. Comparisons with Salaries in Other Districts.

The Association presented a series of exhibits comparing salary schedules of Wilmot with the list of sixteen other districts named above. The information in these exhibits as presented by the Union will be summarized. Association Exhibit 11C compared schedule maximums from 1973-74 to 1978-79. From 1973-74 to 1976-77, Wilmot was last or near to the last of the list in salary maximums. For 1977-78 the Board proposal will place it last of thirteen in maximum, and the Association proposal would place it eleventh of thirteen. For 1978-79 the Board proposal would place it last of eight districts which settled, and the Association proposal would place it at sixth of the eight districts.

Association Exhibit 12A ranked the sixteen districts and Wilmot for 1976-77 for BA minimum and maximum, MA minimum and maximum, and schedule maximum. Wilmot was tenth of fifteen districts in BA minimum; sixth of fifteen for BA maximum; eleventh of fifteen for MA minimum; thirteenth of fifteen for MA maximum; and fifteenth of fifteen for the schedule maximum.

The information found in Association Exhibits 12B and 12C dealing with the ranking for the same categories shown in 12A can be summarized as follows:

Table VIII

RANKING OF ASSOCIATION AND BOARD OFFERS FOR 1977-78 AND 1978-79 FOR SELECTED LANES AT SELECTED STEPS IN COMPARISON WITH SELECTED DISTRICTS SHOWN IN SECTION XII A (page 24)

	1977-78		1978-79	
	Board	Association	Board	Association
BA min	11 of 14	11 of 14	6 of 9	6 of 9
BA max	9 of 14	7 of 14	6 of 9	6 of 9
MA min	10 of 14	10 of 14	7 of 9	7 of 9
MA max	13 of 14	11 of 14	9 of 9	8 of 9
Sch. max	14 of 14	12 of 14	9 of 9	7 of 9

Association Exhibit 12D listed area averages for 1976-77, 1977-78, and 1978-79 for BA and MA minimums and maximums and for schedule maximums, and then it compared the increases or decreases of proposals by the Board and by the Association. The following table is a summary of this information on percentages.

Table IX

% INCREASE OR DECREASE OF WILMOT OFFERS COMPARED TO AREA AVERAGE SALARY

	BA MIN	BA MAX	MA MIN	MA MAX	SCH MAX
1976-77	0.15	0.53	-3.60	-7.07	-13.67
1977-78					
Board	0.96	-2.26	-4.18	-10.58	-17.86
Assn.	0.96	0.21	-3.51	-4.00	-9.81
1978-79					
Board	0.45	-2.57	-3.71	-12.14	-18.19
Assn.	-1.46	-0.64	-3.71	-4.18	-8.68

Association Exhibits 13A through D were comparisons of salaries in Wilmot as compared to salaries in fifteen districts from its list of comparable districts. Only four lanes were selected for comparison. These were BA+12 at the fifth year of experience, MA at the tenth year of experience, MA+6 at the fifteenth year of experience, and MA+36 at the twentieth year of experience. The comparisons were made for the years 1976-77, 1977-78, and 1978-1979. The following table reflects Association Exhibits 13A, B, and C.

Table X

RANK OF SALARIES IN WILMOT TO SALARIES IN
SELECTED COMPARABLE DISTRICTS FOR SELECTED YEARS

Year	BA+12	MA	MA+6	MA+36
1976-77	12th of 15	15th of 15	14th of 15	15th of 15
1977-78				
Board	13th of 14	14th of 14	14th of 14	14th of 14
Assn.	14th of 14	14th of 14	12th of 14	12th of 14
1978-79				
Board	9th of 9	9th of 9	8th of 9	7th of 9
Assn.	9th of 9	9th of 9	9th of 9	9th of 9

Association Exhibit 13D averaged the data found in Association Exhibits 13A, B, and C for averages in the area. It then compared the Wilmot salaries to these averages and determined a percentage of increase or decrease. In every instance the proposals by the Association or the Board were below the area averages. The Board averages ranged from -3.53% to -17.72% for 1977-78, and from -3.82% to -18.42% for 1978-79 from lowest to highest step. The Association proposals range from -3.98% to -9.6% for 1977-78, and from 4.25% to -10.425% for 1978-79 from lowest to highest step. These were percentages below the averages of the area for the selected steps noted above.

Association Exhibits 14A and B dealt with the comparison of Wilmot salaries to the state-wide average from 1973-74 to 1978-79. The following table is derived from these exhibits:

Table XI

WILMOT SALARIES COMPARED TO STATEWIDE AVERAGES
FOR SELECTED YEARS AT SELECTED STEPS
AND PER CENT DIFFERENCE FOR WILMOT

1976-77					
Agency	BA Min	BA Max	MA Min	MA Max	Sch Max
State	8,865	12,795	9,668	14,774	
Wilmot	9,200	13,050	9,900	14,800	
% Diff.	3.78%	1.99%	2.40%	0.18%	
1977-78					
State	9,272	13,338	10,125	15,475	16,041
Board	9,500	13,350	10,200	15,100	15,050
% Diff.	2.45%	0.08%	0.74%	-2.48%	-6.58%
Assn.	9,500	13,680	10,260	16,055	16,530
% Diff.	2.45%	2.56%	1.33%	3.74%	3.05%
1978-79					
State*	9,845	14,328	10,732	16,617	17,379
Board	10,100	13,950	10,800	15,700	16,000
% Diff.	2.59%	-2.70%	0.63%	-5.87%	-8.62%
Assn.	10,000	14,400	10,800	16,900	17,400
% Diff.	1.57%	0.50%	0.63%	1.70%	0.12%

*102 settlements
as of 6/7/78

The Association provided Association Exhibit 11A which developed a ratio between BA minimums and MA minimums in up to fifteen districts on its list of comparable districts. In 1976-77 Wilmot had the fourteenth lowest ratio of fifteen districts. For 1977-78 under the Board's offer Wilmot will have twelfth place among fourteen districts, and the same place under the Association offer. In 1978-79 under the Board's offer, Wilmot will have seventh place among eight districts which have settled, and under the Association offer it will have sixth place.

Association Exhibit 11B develops ratios between BA minimums and scheduled maximums. In 1976-77 Wilmot had the fifteenth lowest ratio among fifteen districts. For 1977-78 under the Board's offer it will be fourteenth among fourteen districts, and under the Association's offer thirteenth in fourteen districts. In 1978-79 under the Board's offer, it will be eighth among eight districts which have settled, and under the Association's offer it will be sixth among those eight districts.

The Association, in Association Exhibits 9A and B, provided scattergrams of the placement of teachers. For 1977-78, fifty-two teachers were listed of whom nine had more than fifteen years in the schedule and two more than fourteen years and none at thirteen years. Twenty-seven were in the BA lane, mostly at the beginning steps. For 1978-79 forty-seven teachers were listed of whom ten had fifteen or more years experience, and one with fourteen years. Twenty-four were in the BA lane.

Board Data. The Board did not supply data for comparison with districts, but listed overall costs which will be considered later.

Method of Distributing Funds Available. The parties addressed two matters in their presentations. One dealt with the scale and the rationale for the distribution of funds among the various steps and the other the validity of the index system. The positions of the parties on dollar amounts will be addressed first.

THE ASSOCIATION'S POSITION. The Association contends that its proposal will attract qualified teachers as well as meet the concerns of the present staff. The Association says that the Board said it had two basic reasons for its salary distribution: the need to attract qualified teachers and the heavy concentration of teachers at beginning levels. The Association says that money is a factor for teachers in an era of teacher surplus in choosing jobs, the teachers would be more concerned with potential earning power than with what is earned in the first years on the job. This is the concern of the present Wilmot staff. As to the contention of the Board that it is acting in the interests of the beginning teachers, The Association says that it, and not the Board, has the responsibility for representing the teachers and that what the Association is asking for is what these teachers want.

The Association says that its proposal meets existing needs in the district. Its Exhibits 11, 12, 13, and 14 clearly show that the maximum salaries at Wilmot have been historically moving farther away from the average. If the Board's proposal is kept, this will exacerbate the situation.

The Association says that it developed its index system to meet the situation. The system will improve maximum salaries and stabilize the ratio between minimum and maximum salaries. It will phase in a needed program of "Catch-up" over a period of years, and thus not put the Board to paying the full amount of catch-up in any one given year. The Association proposal will not radically improve the position of Wilmot but it will begin the catch-up.

The Association says that the Board's statement that \$350 is to be added to the top under the contract is not subject to scrutiny of comparison. It says that this kind of feature is common in other contracts.

Further, with a lack of new jobs in the field and declining enrollment with layoffs, the teaching staffs are older and less mobile so that they concerned with maximum salary schedules. The Association notes that all of its comparative salary figures do not include longevity payments, but even so, the Board's longevity payment of \$350 does not put it into a better position relative to other districts. The Association says that its proposal provides the best increases to teachers with the most education and experience, while the Board is offering the best increases for the inexperienced teachers.

The Association says that the index system it is proposing meets the needs existing in Wilmot. The index was designed to improve the maximum salaries as described before, and it will not grow by itself as the Board contends. It will end the process of constantly declining maximums. Moreover there is also a check put on it by the collective bargaining process itself which can result in its modification. Also state cost controls will prevent the budget from becoming unwieldy.

The Association is not disputing the fact that most schools in the area do not have index systems, but the index system is not a new concept, and in this case it is needed to have a modest ratio between minimum and maximum salaries.

The Association disputes the contention of the Board that the index system it is proposing is unnecessarily illogical. The Association says that it was shown at the hearing that the schedule was designed to increase the maximums and not require excessive expenditures by the Board in any one year, objectives which the schedule does indeed accomplish.

THE BOARD'S POSITION. The Board contends that the Association exhibits on salary offers do not show that \$350 is added to incumbents who are at the top of each lane. It says that the scattergrams of the Association are inaccurate, and that the accurate scattergram is that shown in Board Exhibit 10. However, both scattergrams show that the greatest concentration of teachers is in the BA lane from Step 0 to 4 and not at the top of the lanes where the Association claims its salary demand was aimed in order to achieve greatest impact and benefit. Thus this contention can not be true.

The Board says that the Association Exhibits 11, 12, and 13 which show a historical or traditional wage hierarchy supports the position which has preserved the status quo of this wage hierarchy among various districts. The Board says that the Association failed to demonstrate in its exhibits why its demand should be granted. It used sixteen school districts for comparative purposes, but at least three of the districts were dissimilar and by not including feeder elementary schools contiguous and similarly situated, the Association weakens its value of comparison districts.

Board Exhibit 3 shows that of forty-three high schools and elementary schools, only five had an index system in 1977-78 and Board Exhibit 4 shows that only four had it for 1978-79.

The Board notes that Wilnot has had the system of schedules in which there are base amounts and increments and lane differentials are set in fixed dollar amounts and this is the prevailing practice in the district and in the area rather than the index system.

The Board notes the staggered uneven placement of the percentages in the Association index system. When this arrangement is considered with the placement of teachers, the matter becomes even more bewildering. The Association has claimed that the index was intended to benefit the twelve teachers at the top of the lanes for both years. This benefit for a few teachers is less equitable than the Board's proposal which benefits all teachers in like dollar amounts.

The Board also notes that some of the largest increases fit no one in the schedule for the two years, and that one half of the approximately fifty teachers are in the BA lane and none are at the top, so that the greatest benefits are going to less than one-half of the teachers. Further increment increases in some steps of up to 9% are unreasonable and excessive. The Association index demand therefore is not justified by prevailing practice, is illogical and unreasonable and benefits only a few of the teachers.

The Board notes that its base offer for 1978-79 is \$100 higher than the Association offer.

DISCUSSION. The first matter is whether the Association offer should be rejected on the critical point of the Association having devised an index system that presents uneven increases at most incremental stages, and whether such rejection should occur irrespective of comparisons of dollar amounts to be received. The Employer offers three main arguments: one, that such an index system has not been the practice between the parties; two, that the index system is not an area practice; and three, that the pattern of it is illogical.

The arbitrator finds that the Board's claims on the absence of past practice are justified. However, the arbitrator does not regard the use or non-use of an index system to achieve a fair system of compensation, as critical to the acceptance or rejection of an offer. The end results of index system or systems using designated dollar amounts for differences in lanes and steps are more weighty. If the end results of one or the other systems produces greater comparability to prevailing pay schedules, this must be considered more weighty.

As to the logic of the Association's method of determining salaries by uneven and irregularly applied increments, there is a certain logic to it. The Association says it was designed to produce higher pay scales for the top ranges without producing a pay scale the Employer could not meet. The Association stresses the need to "catch-up". As will be shown later, there is a substantial lag of top Wilmot salaries as compared to area salaries. However, the arbitrator considers that the method the Association used in its salary schedule almost arbitrary and capricious. It appears to have been designed to accommodate specific individuals, and produces a result that is something like the Association bargaining for each employee individually. The index

has little regularity except in its upward trends. The way the index system has been applied here must be considered a negative factor in the total weight given.

Against this negative factor of the application of the index system, must be weighed the obvious lagging of Wilmot behind comparable districts. This lagging is at the top ranges of the schedule and is a result of the system historically employed in this district in which the base BA pay is changed, but the increments in dollar amounts remain the same between the steps. This system applied over a period of time may cause the top rates to lag behind top rates in comparable districts.

The Board here expresses a philosophy, namely that it is in the public interest to distribute available funds in such a way as to attract new young qualified teachers by high rates of pay rather than to increase the top ranges. The Association argues that its plan serves both.

The arbitrator, while recognizing both arguments as having some merit, relies for a decision on what are the comparable rates being paid in the area. On this point, the following table is illuminating:

Table XII

COMPARABLE RATES BEING PAID IN THE AREA

	1977-78					1978-79				
	BA MIN	BA MAX	MA MIN	MA MAX	SC1 MAX	BA MIN	BA MAX	MA MIN	MA MAX	SC1 MAX
Central (Westosha)	9,700	13,475	10,600	15,800	16,100	10,100	14,125	11,000	16,525	17,125
Delavan-Darien	9,725	11,475	11,225	17,275	18,775	10,350	12,100	11,850	17,900	19,100
Union Grove	9,700	13,675	11,050	16,925	18,300	9,925	14,425	11,275	17,775	19,175
Waterford	Not settled									
Wilmot Board Assn.	9,500 9,500	13,350 13,680	10,200 10,260	15,100 16,055	15,400 16,530	10,100 10,000	13,950 13,950	10,800 10,800	15,700 16,900	16,000 17,400
Burlington	9,500	13,728	10,355	17,337	20,203					
East Troy	9,600	12,100	10,900	16,600	16,800	10,150	12,650	11,450	17,150	17,350
Elkhorn	9,600	13,100	10,050	16,250	18,350	9,950	13,600	10,750	16,950	19,350
Mukwonago	9,850	15,500	10,900	17,950	19,020	10,250	15,900	11,300	18,350	20,000
Palmyra	9,100	13,075	10,479	15,000	16,513					
Whitewater	9,400	12,865	10,430	15,605	16,762					
Williams Bay	9,500	14,820	9,975	17,100	18,525	9,990	15,584	10,489	17,982	19,480

A scrutiny of the above chart shows that under either offer in the lower ranges, the offers are comparable to what is offered by the comparable and less comparable districts. However, in the top ranges, the Board tends to fall substantially behind the districts comparable and less comparable. The Association offer improves the position of the top employees. The Association offer, however, also tends to advance employees at the top over the top employees in the Central High School of Salem (Westosha District). This latter district the arbitrator considers to be most comparable to the Wilmot District, due to the absence of populated municipalities and being rural and resort area in character. This advance over Westosha is increased when longevity pay for Wilmot is taken into consideration as compared to a lesser longevity at Salem. The arbitrator considers this a negative factor for the Association offer.

When the longevity provided by Wilmot is added to the top Association pay ranges, these tops exceed the Salem top by several hundreds of dollars. However, considering the averages derived from the schedules of the comparable districts, the arbitrator believes that the Union offer on salaries is more reasonable than the offer of the Board. Because there is a considerable factor of lagging on the part of Wilmot in the higher ranges, and because ultimately it may become still more severe, the arbitrator is of the opinion that steps should be taken now to narrow the differences in the top ranges even though it is done through an irregularly applied index system, which is subject, of course, to future alteration.

The Board's schedule also can be abstracted into an index system, as for example:

Table XIII

1978-79 PROPOSED BOARD SALARIES FOR SELECTED STEPS

SHOWN AS AN INDEX

	0	1	2	3	4
BA amount	10,100	10,450	10,800	11,150	11,500
index	1	1.0347	1.0693	1.1039	1.1386
MA amount	10,800	11,150	11,500	11,850	12,200
index	1.0693	1.039	1.1386	1.1732	1.2079

Thus the index system is simply an alternative in reckoning salaries.

An irregular pattern in an index system which reduces inequities in comparable pay schedules is sometimes to be preferred to a system which, though rigorously applied, increases inequities. While the arbitrator believes that the Association offer exceeds by too much the Salem (Westosha) salaries, however, the Board position lags so far behind in the top ranges, that the Association position on this factor is closest to comparable compensation as far as dollar amounts are concerned.

XII. COST OF LIVING. The Association Exhibit 15B was a chart showing a comparison between the changes in the Consumer Price Index as compared to Wilmot salary schedule increases from 1974 through 1978 for six steps in various lanes. These steps were BA Minimum, BA Maximum, BA+12 at five years, MA at ten years, MA+6 at fifteen years, and Schedule Maximum. For the 1974-75 year, the C.P.I. increase was 7.7%, and only at the BA Maximum was the salary increased above this. In the 1975-76 year, the C.P.I. increase was 5.5% and only at the BA Minimum was the salary percentage increase higher, with increases at other levels ranging from 4.6% to 3.4%.

In 1976-77, the increase in the C.P.I. was 6.6%. The Board's proposal for this year ranged from 1.9% to 3.2% for the various steps. The Association's proposals ranged from 1.3% to 9.4% for various steps.

For 1977-78, the C.P.I. increase was 5%. The Association's proposal at the various steps was 5.2% while the Board's proposals range from 6.3% at the lowest step to 3.9% at the highest step.

For the period from 9/74 to 5/78 the C.P.I. changed 27.2%. The Association's offer will produce changes at the various steps from a low of 15.25% for a MA at ten years, to 27.1% for the Schedule Maximum. The board's offer will produce a range of changes from 15.7% also at MA at ten years, to a high of 23.9% at BA Minimum.

The Association Exhibit 15A was a news article from the Milwaukee Journal for April 27, 1978 stating that a middle level standard of living required earnings of \$17,106 per year. This is for an urban family of four.

Board Exhibit 9 showed that the total cost increase for the Association proposal for the two year period would be 17.1%, while the increase under its own offer would be 14.8%.

THE ASSOCIATION'S POSITION. The Association says that the exhibits on salaries clearly show that there is a need for catch-up. Hence, even if one assumes that the Board is right about percentage increases in the cost of living for two years being about 14%, yet there is a definite need for the Board to catch-up in the higher ranges.

THE BOARD'S POSITION. The Board says that the Association's exhibit on the costs for a family of four was not supported by evidence to show how teachers fit into the category of a family of four. The Association appeared to be arguing that each teacher should be making at least \$17,106, which is both exorbitant and extremist when compared to statewide averages. As to the exhibit on changes in the C.P.I. and salary increases, the Board says that the conclusion to be drawn from this exhibit is unknown.

DISCUSSION. The change in the C.P.I. from June 1977 to June 1978 was a change from 181.8 to 195.1, a change of 7.3%. The change from September 1976 to September 1977 was 6.6, and the additional change from September 1977 to June 1978 was 6%. It is reasonable to assume that inflation is running about 7% for each of the two years in question, or about 14% in total. This being the case, the Board offer in total costs more nearly meets the change in the C.P.I.. However, in the overall range from 1974 to the present, the salaries lagged behind the changes in the C.P.I. and this is an argument for a "catch-up", which the arbitrator judges weightier in this situation.

XIII. OVERALL COMPENSATION.

A. Overall Costs of Wages.

Both parties submitted information on overall costs. They were substantially different and the arbitrator can not judge particularly how the Board arrived at its figures since they are substantially lower than those of the Association. The Board used a method of calculation taking the 1976-77 staff and projecting it into the 1977-78 and the 1978-79 schedules. The Association took the actual placement of every teacher and assignments and calculated its costs from these items. Copies of the work sheets on which this was done were submitted. The Board overall costs included payments for extra curricular work, health insurance, dental insurance, state retirement, and salary. The following table reflects these items:

Table XIV

BOARD SUMMARY OF FINAL OFFER TOTAL COSTS

Item	Association	Board
Actual Cost 1976-77	\$579,352.54	\$579,352.54
1977-78	624,874.69	617,163.00
1978-79	678,605.33	665,421.65
Two yr. Increase	99,252.78	86,069.11
% increase, 2 yrs.	17.1%	14.8%
Difference Between Costs at End of Second Year	\$13,183.67	

The following table is abstracted from the Association's Exhibits 18 and 19 and work sheets:

Table XV

ASSOCIATION SUMMARY OF FINAL OFFER COSTS

Item	Association	Board
Total Actual Salary 1976-77	\$578,528	\$578,528
Total Costs 1976-77	708,100	708,100
Total Salary 1977-78 % inc.	633,880 9.57%	623,058 7.70%
Total Costs 1977-78 % inc.	792,599 11.93%	780,391 10.21%
Total Salary 1978-79 % inc.	664,476 4.83%	654,565 5.06%
Total Costs 1978-79 % inc.	838,589 5.80%	882,561 5.40%
Difference Between Costs at End of Second Year	\$16,028	
1978-79 % inc. over 1976-77	18.43%	16.16

It should be noted however, that under the Board summary of costs, the Board will have paid \$20,825.97 more over the two year period for the Association offer than for its own offer. Under the Association summary of costs, this figure comes to \$28,236 more in costs.

THE BOARD'S POSITION. The Board says that of the exhibits on overall costs given by the Association, they are informative, but it is uncertain what conclusions are to be drawn from them.

The Board says that its Exhibit 9 shows the comparative costs of the economic proposals with the Association demanding 2.3% more than the Board's offer. The Board is offering on the average a 7.4% increase which is in keeping with the projected 7% to 7.5% average predicted by the arbitrator.

THE ASSOCIATION'S POSITION. The Association notes in its Brief that using either method of calculation shown above, the costs only come to a \$10,00/11,000 difference; and though the two approaches of calculation are different, there is this minor difference in dollar amounts. Further, the hearing showed that dollar distribution was more significant than dollar differences.

DISCUSSION. In the matter of overall costs, the percentage rise as projected by the Association is significant. This percentage increase comes to 18.43% for the Association offer and 16.16% for the Board offer.

These are costs for the Board, and they include some costs which are roll-up costs and increased insurance benefits. These high percentages indicate a substantial effort on the part of the Board, and are to be considered a factor in favor of the Board's offer.

3. State Teachers Retirement System.

In the matter of contributions by the Board to the State Retirement system, the Association is asking an increase of required deposits to a maximum of \$575 for 1977-78. This amount would remain the same for the second year of 1978-79.

The Board offers \$575 for the first year and offers to increase it from \$575 to \$625 for the second year.

POSITION OF THE ASSOCIATION. The Association made no demand on this issue and only commented on it during the hearing as to the costs of the various proposals.

POSITION OF THE BOARD. The Board says that this is a reasonable and generous offer in view of the fact that the employees' salaries will be increased as a result of this offer.

DISCUSSION OF S.T.R.S.. The Association says that S.T.R.S. will cost the Employer about \$685, although its Exhibit 18 shows an increased cost of \$692 for the first year and a diminished cost of \$685 for the second year. The Board says that calculating the salary of thirty people in the bargaining unit, it will cost the Board about \$1767. The arbitrator feels that this offer is a positive factor for the Board.

C. Health Insurance.

The Association is requesting that in the second year, Section 7.1 (1) of the stipulated agreement is to be amended to substitute the full dollar amount of family insurance premium for the "\$85.00". The Board is proposing the use of the expression "a maximum of \$90.00 per month".

THE ASSOCIATION'S POSITION. The Association estimates the cost of its proposal to be about \$3,011. Association Exhibit 16A was a copy of a letter from the W.F.A. Insurance Trust quoting family plan rates at \$97.16 for one year from the effective date. Association Exhibit 16B was a table of various kinds of insurances including health insurance. The Exhibit showed that most of the districts in the selected list of Wilmot paid 100% of the health insurance.

The Association says that with a new agreement of the parties to change the renewal date of insurance from September to September, it is possible for the parties to know the full costs. The parties, by

agreeing to pay \$85 for the year 1977-78 are paying full costs. The Association proposes that the Board pay full cost for the second year. The Board's proposal would compel the teachers to \$7.16 per month for health insurance. Payment of full premium has caused no trouble for the Board, and the pattern should be tested a little longer. The prevailing practice is for the Boards in districts to pay full costs.

THE BOARD'S POSITION. The Board recognizes that the prevailing practice is for a full payment of health insurance by boards, but the Board is offering to pay \$90 for a family on the theory that a teacher should pay a minimal amount as a reminder of the benefit and not take it for granted. At the time the Board offered the \$90 it had projected the cost to be \$91 or \$92. In any event the cost is not severe, and the Board is paying substantially all of it.

DISCUSSION. The Board makes a strong point in operating on the theory that an employee should pay something for health insurance, but the prevailing pattern is for boards to pay all of it. This fact favors the Association offer.

D. Dental Insurance.

The Association is asking an increase of payment for dental insurance from \$7 to \$12 for the second year. The Board's offer would retain the same payment.

POSITION OF THE BOARD. The Board notes that dental plans are not a prevailing practice in its lists of forty-two comparable districts, with only five districts having such coverage.

POSITION OF THE ASSOCIATION. The Association estimates this request would cost \$3,060 as a high amount for the year. Association Exhibit 16B shows that only three of the comparable list of districts used by the Association have 100% dental insurance, and the rest have none. The Association says that while dental insurance is not very common, its Exhibit 16B shows that five of sixteen comparative districts pay full disability insurance, and one district provides half the premium, and all districts but two provide full employee amount of 5% toward teacher retirement. Thus the request on a dental plan is not unreasonable.

DISCUSSION. The arbitrator is of the opinion that the Association has not made a compelling argument for an increase in dental plan payment, since it is a rare fringe benefit in itself. The Board's position here is more reasonable.

E. Extra-Curricular Pay.

The parties in mediation did not agree to eliminate from consideration of their offers certain items of extracurricular pay upon which their offers were the same. These were to raise the pay of the following classifications with the following percentages over base rates:

Girls Head Basketball Coach	11%
Girls Head Track Coach	8%
Girls Head Gymnastics Coach	9%
Girls Head Volleyball Coach	5½%
Assistant Girls Track Coach	5%
Assistant Girls Basketball Coach	7%
Assistant Girls Gymnastics Coach	3½%
Ticket taking, Announcing, Official time keeper, and Official scorer, Football, Basketball, and Wrestling	\$10.00

They could not agree on an Association proposal to raise the bus chaperones from \$10 to \$12.50.

The Association provided witnesses who said that it was difficult to get bus chaperones at the lower rate. Association Exhibit 20 gave rates in other schools. The Association estimated the cost to be at \$75, and the Board at \$87.50.

The failure of the parties to eliminate the issue of extra-curricular pay in mediation is either a reflection of the failure of the mediator or the state of stress between the parties over the agreement. In any event, the matter is insignificant, and will have no effect on either offer.

F. Cost of Fringes.

The fringe costs here should be noted. The Board made an estimate and so did the Association. The arbitrator has these costs from his notes. The costs represent differences in offers.

ITEMS IN ASSN. OFFER	ASSN. ESTIMATE	BOARD ESTIMATE
Dental Insurance	\$3,192	\$3,192
Health Insurance	3,011	3,517
Chaperones	<u>75</u>	<u>87.50</u>
	\$6,278	\$6,796.50
ITEM IN BOARD OFFER		
S.T.R.S.	\$685	\$1,767

The Association offer on these items would be about 0.6% more in total costs as it reckons it.

XIV. OTHER FACTORS. Two other matters are to be considered. They are, first, the issue of Fair Share from the point of view of its prevalency, and, second, the matter of the calendar.

A. Fair Share.

The issue of Fair Share has been discussed as to its legality. Now the matter of weighing its merits must be considered. The Association is requesting a full Fair Share provision to be achieved after a referendum of the employees in the bargaining unit in which a majority of 51% vote for it. After such passage, the Association will indemnify and save harmless the Board against claims and suits, provided that the defense is under the exclusive control of the Association and its attorneys. The Board is agreeing to Fair Share only if 75% or more of those voting in a referendum are in favor of a Fair Share agreement. The Association is to indemnify and save harmless the Board against claims and suits, and this includes reasonable attorney fees.

The Association supplied exhibits in the matter of Fair Share. Association Exhibit 21 showed that in 1970-71, there were 36 potential union members, and 32 actual members. In 1977-78, there were 51 potential members and 32 actual members, a percentage decline of actual to potential members. This exhibit also listed

the service it rendered its members.

Association Exhibit 21 (p.84) listed sixteen comparable districts including Wilmot and Kenosha on Fair Share in a contract. Ten of these districts had it. If Kenosha is removed, nine had it, and of the most comparable districts listed by the arbitrator, three districts, Delavan, Central (Westosha), and Union Grove were listed as having Fair Share.

Association Exhibit 21 (p.85) listed six comparative districts not having Fair Share. It was reported that Waterford and Elkhorn had 100% membership in their Association, but no Fair Share.

Association Exhibit 21 (p.86) listed 158 districts with Fair Share. Association Exhibit 21 (p.87) listed five groups of public employees in Kenosha County having Fair Share. Association Exhibit 21 (p.88) listed fifty-five of seventy-two Wisconsin Counties with one or more Fair Share Agreements in bargaining units. Association Exhibit 21 (p.89) was a copy of a check paid by the Wilmot High School District to the Wisconsin Association of School Boards, Inc. as dues shown in a billing (Assn. 21, p.90).

Association Exhibit 21 (p.91) was a listing of twenty-four teacher organizations that were involved in Fair Share elections since 1971. About twenty-five referenda with teachers were reported. Sixteen of these referenda required a majority or 51% of the votes. Five required a two thirds vote, one required a 70% vote, and one required an 80% vote.

The Board says that Association Exhibit 21 shows that the number of non-union members has been increasing, and this is an argument for a voting requirement for as high as 75%.

Board Exhibit 17 was a list of 139 school districts that have Fair Share. This is out of 436 districts in the state.

The Association notes that a vote requirement for Fair Share is not found in the Wisconsin Statutes but is left to bargaining or arbitration. In order to remove a Fair Share agreement, it takes a petition of 30% of the members of the bargaining unit to have a vote for removal, and a majority of eligible voters to remove it. The Association Exhibit 21 shows that of twenty-eight school districts who entered into a Fair Share agreement, only eight required a vote higher than a majority and/or 51% to put it into effect.

Only one of the twenty-eight required a vote higher than 75%. The Association says that in view of the fact that the vote level to remove Fair Share is a majority, the vote to bring it into existence should not be more stringent. It cites two awards of arbitrators to this effect.

The Board says that its Exhibit 12 shows that only ten of forty-two districts had a Fair Share agreement in effect for 1977-78. In 1978-79 thirteen had Fair Share, with twelve not settled. If all twelve settled with Fair Share, it might be considered a prevailing practice, but it is not so now.

The Board notes that it is not arguing Fair Share, but wants it only if 75% of the teachers eligible vote for it. The Board notes that there is an expression of community sentiment against it.

DISCUSSION. As the arbitrator sees it, there are three sub-issues in the issue of Fair Share. One is on the prevailing practice, the second is on the voting pattern, and the third is the indemnification clause.

As to the prevailing practice, at the time of the hearing there was no prevailing practice for Fair Share in the general area of the district.

As to the voting pattern, while the Board has accepted reluctantly the idea of Fair Share, it has presented a voting pattern which is a considerable deterrent to its coming existence. This arbitrator believes that a requirement, say, for a 60% vote is reasonable, but a 75% vote requirement is unreasonable.

A factor for consideration by this arbitrator is the Association demand that it alone handle the defense in a claim against the parties as a result of Fair Share. The arbitrator has found this to be an undesirable provision in the case of Two Rivers* and has not been since persuaded that it is desirable. However, the Board did not argue the issue here, and raised no particular objection.

Summing the issues here, there is one provision in favor of the Association, namely the voting percentage. One issue favors the employer, namely lack of general acceptance and the character of the indemnification clause. It is the arbitrator's conclusion

* Two Rivers School District No.1. W.E.R.C. Case XIV, No. 22779, Med/Arb - 68.

that the Board position here is more reasonable under the guidelines, since Fair Share is not the general rule in this area.

3. Calendar.

The Association's proposal is that the calendar proposed for 1978-79 shall be negotiated and put into the Agreement. The Board proposes retaining the present provision in the Agreement which is Article XI of CALENDAR section 12.1. This section is as follows:

"Each January, a committee composed of one Board member, one administrator, and one Association member shall meet to draw up a tentative calendar. This calendar will be subject to approval by the Board of Education."

Association Exhibit 22 (p.93) was a copy of Chapter 206, Laws of 1977 (Senate Bill 127) which provided, among other things, that schools could be closed by order of an administrator not to exceed five days because of inclement weather. Association Exhibit 22 (p.94) was a letter from the State Superintendent of Schools to School District Administrators describing the effects of the above law. She said that up to five days of 180 required school days would be days when school is closed or days of parent teachers conference. Teacher contracts may require the days to be made up.

Association Exhibit 23 was a copy of an initialed document on the item "calendar" in which it was proposed that the calendar as negotiated between the parties would be set forth in the agreement, and changes could be implemented by mutual agreement of the parties. Teachers were not to be expected to report on days when school is closed because of inclement weather, and only the days that are to be required to be made up for the state requirements are to be rescheduled and then only on mutual agreement of the Board and Association. No teachers were to lose pay if days were not made up.

It was the testimony of an Association witness that there had been a problem in the Spring of 1978 because teachers and pupils did not know when the Board was going to make up certain lost days, and this disrupted the schedules of teachers and pupils.

THE ASSOCIATION'S POSITION. The Association says that the Board had no objection to the calendar agreed upon by the parties being enclosed in the Agreement, the Board is objecting to use of the revised statute for determining make-up days. The Association agrees that its proposal was made late in negotiations. However, the statute did not become effective until March 27th, and the timing of the proposal was not responsible for lack of negotiations on the item. The Association notes that five items of the parties are the same, but could not be taken off the negotiation list, and also the Board did not object to including the calendar in the Agreement, but this still remains before the arbitrator. The Association points to the discussion during the hearing on various items and says that these have not been made negotiations; therefore the length of time the parties have had to deal with issues has no bearing on their collective ability to have meaningful negotiations on an issue. There was a lack of the element of "two parties" desirous of reaching an agreement so the initial Association calendar position remains.

The Association's proposal is an attempt to clarify a nebulous area. The Board's individual decisions on make-up days have not always occurred in timely fashion, with resulting problems for students, parents, and faculty. The provision is like the one agreed to in the Wilmot Elementary School and because this school and the high school share programs, they should have the same schedule. The Association does not make new or unique proposals. There have been paid snow days which teachers did not have to make up.

The Association rejects the Board's contention that the Association proposal is a guise for less work and more pay. Teachers are expected to cover the curriculum, and their work is seldom done at the end of the student day or year.

THE BOARD'S POSITION. The Board says that the calendar issue first appeared at the bargaining table at the submission of final offers; it was not negotiated. To grant an issue absent negotiation would be contrary to arbitration practice. The Association demand is extreme and unreasonable because it offers the same pay and benefits for less work without an increase in productivity. The vast majority of districts do not have the Union proposal and the Board did not know of any reason why the method should be changed.

DISCUSSION. The Association's inclusion of the Calendar in the Agreement does not seem unreasonable. The proposal on making up only those snow days required for receipt of state aids, which could amount to a reduction of five working days, however was not discussed and introduced as a late proposition without much negotiation. The arbitrator is reluctant to consider a feature in a proposal which has not first been subjected to some kind of attempted negotiation and therefore must regard the Board's position of retaining the present system as more nearly meeting the concept of negotiation first as a means of arriving at an agreement.

XV. SUMMARY OF ARBITRATOR'S CONCLUSION ON VARIOUS FACTORS. The following is a summary of the arbitrator's conclusions on the various issues under the statutory guidelines:

1. On the issue of the lawful authority of the Board to carry out the Association offer on Fair Share if granted the award, the arbitrator finds that the type of offer proposed by the Association has been held by arbitrators not to be illegal, but is subject to a further ruling from the Wisconsin Employment Relations Commission. Therefore it should not be barred from consideration.

2. Stipulations of the parties on the majority of terms of the Agreement have been noted, as well as the modification arrived at in mediation.

3. On the interests and welfare of the public, the arbitrator notes the contention of the Board that Fair Share is not in the interests of the public. However, the offers of both parties allow for the existence of Fair Share after a referendum, and the Board having accepted this position, the Arbitrator does not judge that the Association offer then is not in the interests of the public.

4. On the ability of the government to pay, the arbitrator finds that while there is an acute problem of rising land prices which may make farming unprofitable in the district yet the District has the immediate ability to pay either offer for the two years in consideration.

5. On the matter of districts to be compared, the arbitrator has found some validity in each list, but has felt that the Union High Schools are the most comparable districts. However, the information on them is somewhat scanty.

6. On the matter of salary offers, the arbitrator does not find that the use of the principle of the index system by the Association is to be barred, since a system based on dollar

increases can also be reduced to an index system. However, the arbitrator finds that the use of an irregularly scheduled index system to be a negative factor against acceptance of the Association's offer.

7. In dollar amounts proposed, the Association offers are closest to the comparable rates of pay in the Union High Schools and also the K-12 high schools whose rates are known.

8. The board's offer is closest to the rise in the cost of living as reflected in the Consumer Price index.

9. In overall compensation, the Board offer is reasonable for the two years, at 16.6%.

10. In the matter of health insurance, the Association proposal most nearly meets the norm of practice in the area.

11. In the matter of State Teachers Retirement System, the Board offer is reasonable.

12. In dental insurance, the Board offer most nearly meets the prevailing pattern in the area.

13. The failure of the parties to remove almost absolute agreement in extra-curricular pay is either a reflection on the skill of the mediator arbitrator or an evidence of great stress between the parties. The issue, however, is of little other significance as to difference of costs in the offer. It is a new cost to the Board.

14. As to Other Factors, the Arbitrator finds that the Board offer for a 75% voting requirement is unreasonable on Fair Share. However, Fair Share is not a provision generally found in agreement in the area.

15. As to the Calendar proposal of the Association, the Arbitrator believes that the Board offer to continue present practice of consultation on calendar and make-up days is more reasonable since the Association proposal came late and was not subjected to negotiations to any extent.

Reducing the matter to the factors which deserve most weighty consideration, there is on the Association's side the salary proposal since there appears to be a considerable need for the Board to catch-up in the higher ranges. Against this is the very irregular pattern of the index system applied by the Association which amounts almost to bargaining for individual teachers. Further, the Board is making a substantial overall effort for the two years when compared to the cost of living. The Board position is also strongest on Fair Share because it is not a prevailing practice, and the calendar proposed by the Association was not discussed. Weighing the

factors and reflecting especially on the need for the board to catch-up in the higher salary ranges, as shown in Tables VII, IX, X, and XII, and in the absence of any Board data to the contrary, the arbitrator concludes that the Association's offer should be included in the Agreement between the parties, despite certain severe drawbacks of its offer.

XVI. AWARD. For the 1977-79 Agreement between the Wilnot Teachers Association and the Wilnot Union High School District, the offer of the Association should be included in the Agreement.

Frank P. Zerkle
mediator - arbitrator
October 3, 1978