

STATE OF WISCONSIN  
WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE ARBITRATOR

**RECEIVED**

MAR 14 1979

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

IN THE MATTER OF  
UNIFIED SCHOOL DISTRICT  
OF ANTIGO  
  
and  
  
THE ANTIGO EDUCATION ASSOCIATION  
WEA, NEA

Case X  
No. 23532  
Med/Arb 223  
Decision No. 16594-A  
AWARD

I. HEARING. A hearing on the above entitled matter was held on December 7, 1978, beginning at 3:15 p.m. at the offices of the School District of Antigo, Antigo, Wisconsin, and continued on December 8 at the same location, beginning at 9 a.m.

II. APPEARANCES.

For the Association:

THOMAS J. COFFEY, Executive Director, Central Wisconsin UniServ  
Council-North, 3303 Terrace Court, Wausau, Wisconsin, 54401

For the District:

MULCAHY & WHERRY, S.C., by RONALD J. RUTLIN, Attorney,  
408 Third Street, Wausau, Wisconsin, 54401

III. BACKGROUND. The instant matter is a matter of final and binding final offer arbitration between the above named parties pursuant to Section 111.70 (4) (cm) 6. c. through h. of the Municipal Employment Relations Act of the State of Wisconsin. The action originated from a petition of September 13, 1978, from the District to the Wisconsin Employment Relations Commission for the initiation of mediation-arbitration on a matter of a collective bargaining agreement to replace an agreement between the parties which had expired on June 30, 1978. The parties had met six times prior to August 17, 1978, and then met in mediation with a member of the staff of the Wisconsin Employment Relations Commission. After the parties had met in mediation and were unable to agree, the District filed its petition. Ellen J. Henningsen, a WERC staff member, conducted an informal investigation and as a result advised the Commission on September 29, 1978, that the parties were at impasse. On October 5, 1978, the Commission ordered mediation-arbitration, and on October 16, 1978, appointed Frank P. Zeidler mediator-arbitrator.

There were four issues between the parties when mediation began on December 7, 1978. Three of the issues were resolved. The fourth issue went to final and binding final offer arbitration. Briefs were submitted and exchanged after the hearings on January 21, 1979, and reply briefs were exchanged on February 11, 1979.

IV. ORIGINAL FINAL OFFERS.

A. Antigo Education Association (September 14, 1978)

- "1. BA Base - \$10,000.00 effective July 1, 1978.
- "2. Salary Schedule Structure is the same as in the 1977-1978 collective bargaining agreement.
- "3. Class Loads and Teacher Preparations

"If a teacher is assigned more than a combination of five (5) teaching or study periods per day in addition to his/her regular salary scheduled payment, excluding extracurricular or department chairperson pay, said teacher shall be paid according to one (1) of the following formulas:

- "1) Antigo Junior-Senior High School teachers assigned more than five (5) teaching assignments per day shall be paid an additional fifteen percent (15%) of their salary schedule for each such class assigned.

"Example: A teacher's salary schedule payment excluding extracurricular or department chairperson pay is \$15,000.00 per contract year. \$15,000.00 plus 15% equals \$17,250.00 per contract year for a sixth class assignment on a yearly basis. The same formula applies for each class above five (5) per day. Payments for the classes above five (5) per day shall be incorporated into the regular pay periods for the teacher.

"If the teacher teaches more than five (5) classes per day for less than the full contract year, the additional salary shall be prorated using the same formula illustrated in the example.

- "2) Antigo Junior-Senior High School teachers assigned in addition to a combination of not more than five (5) teaching assignments or study periods per day, a supervisory period (i.e. study hall or other supervisory periods) shall be paid in addition to regular salary schedule payment \$6.50 per period supervised per day.

"Example: The teachers salary schedule payment excluding extracurricular or department chairperson pay is \$15,000.00 per contract year. A teacher is assigned a supervisory period in addition to his/her assignment of five (5) teaching assignments or study periods per day for fifty (50) days during the contract year. The teacher shall receive \$15,000.00 plus \$325.00 for the supervisory periods for a total of \$15,325.00.

- "3) If a teacher assignment consists of any combination of formulas in Items 1 and 2, all applicable formulas shall apply.

- "4. Insurance Benefits 29 G.

"The 100 percent single and 100 percent family policy medical insurance package, including major medical, under our current insurance plan (adopted 11-1-68) shall be paid by the Board of Education for each employee. In the event the AEA desires a change in insurance companies, the Board reserves the right to choose from two proposals submitted by the AEA insurance committee. Any change in insurance companies can only be accepted by mutual agreement of both parties.

"All employees are eligible if they work 50 percent or more time.

"An employee retiring prior to the age of 65 who has chosen to draw Wisconsin Retirement benefits may request to remain with the District Group Health Insurance Plan until such a time as any one of the following occur:

- "(1) The subscriber becomes eligible for a group health insurance plan through some other employer or a governmental unit.
- "(2) The subscriber's marital status changes and the new spouse has available to him or her a group health plan.
- "(3) Once the subscriber drops from the group, he or she is not eligible to rejoin.
- "(4) Age 65.

"If the subscriber is on a single plan at time of retirement, he or she must remain on the single plan.

"If the subscriber is on a family plan at time of retirement, he or she may remain on the family plan until the spouse of the insured dies and there are no minor children. The subscriber then automatically goes to a single plan. (New spouse and family not eligible for insurance.)

"Monthly payments must be made to the Unified School District of Antigo by the subscriber no later than the fifteenth of each month. If payments are not made promptly, the Board of Education reserves the right to terminate the membership. The subscriber is expected to keep the Board of Education informed of any status change that would affect his or her standing in the group health plan.

"5. DURATION

"The provisions of this agreement will be effective as of the first day of July, 1978, and shall continue and remain in full force and effect as binding on the parties until the thirtieth day of June, 1979. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated."

B. School District of Antigo (September 15, 1978)

"FINAL OFFER OF UNIFIED SCHOOL DISTRICT OF ANTIGO TO

THE ANTIGO EDUCATION ASSOCIATION

"Section 39 (G) Insurance Benefits: The Board agrees to pay 100% of the single and family premium for medical insurance, including major medical, under the current insurance plan (adopted 11/1/68) for each full-time employee. In addition, employees who work 50% or more of a regular full-time schedule on a regularly scheduled basis shall be eligible for said health insurance benefits. The District may, from time to time change insurance carriers, so long as benefits equal to those currently in effect are maintained. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to the cost of his premium because he does not qualify for the family plan.

"Any employee retiring prior to the age of 65 who has chosen to draw Wisconsin Retirement Benefits...(remainder of Article as per existing contract).

"Section 20 Length of Agreement: The provisions of this Agreement shall remain in force for two years, July 1, 1978 through June 30, 1980. However, the parties agree to reopen negotiations during the first year of the contract to negotiate 1979-80 school calendar only.

"1978-79 BA Base - \$9950 (Current Schedule)

"1979-80 BA Base - \$10525 (Current Schedule)"

V. STIPULATIONS OF THE PARTIES DURING MEDIATION.

On some of the foregoing issues, the parties reached the following stipulations.

1. Salary: BA Base Established at \$10,000.
2. Insurance Benefits: The 100 percent single and 100 percent family policy medical insurance package, including major medical, under our current insurance plan (adopted 11-1-68) shall be paid by the Board of Education for each employee. All employees are eligible if they work 50 percent or more time. The Board shall determine the insurance carrier and may change carriers during the term of this agreement so long as the benefits of the insurance program in effect as of the effective date of this agreement shall not be reduced without the consent of the Association. Prior to any change from the present hospital and medical insurance carrier, representatives of the Board and Association shall meet to determine if the proposed change reduces benefits. If the parties are unable to agree on whether there is a reduction of benefits, the issue shall be submitted to arbitration as provided in Article 20 herein for a decision prior to the implementation of a change in the insurance carrier.
3. Duration. The provisions of this agreement shall remain in force for two (2) years, July 1, 1978, through June 30, 1980. However, the parties agree to re-open negotiations during the first year of the contract to negotiate certain items for the second year. Each party agrees to re-open the items of school calendar for 1979-1980 and 1979-1980 base wages. It is the intention of the AEA to re-open the items of (1) Elementary class size; (2) Elementary preparation time; and (3) Fair Share. The District reserves for itself the right to re-open three (3) additional specific items of its own.

VI. STATUTORY FACTORS CONSIDERED. In the instant matter, the following factors found in Section 111.70 (4) (cm) 7 were considered and given weight by the mediator-arbitrator:

"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 the proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employes performing similar services 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, insurance and pensions, 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 other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

#### VII. SELECTED CHARACTERISTICS OF THE UNIFIED SCHOOL DISTRICT OF ANTIGO.

This matter concerns the Unified School District of Antigo, and especially the operation of its junior and senior high school. The District has three elementary schools in the City of Antigo (K-6); two elementary schools in rural areas (1-6); three elementary schools in rural areas (1-8); and one elementary school in the rural area (K-8). The District operates a junior high school (7-9) and a senior high school (10-12) in the City. Both schools have their buildings on the same site, and are connected by tunnels.

In 1978 there were 718 junior high school students and 1,192 senior high school students. The combined faculty was 100 teachers of whom approximately three-fifths held mostly senior high school assignments. However, teachers could teach both in the senior high school and junior high school during the day. Class periods in both schools are of 50 minute duration, with eight periods in the senior high and seven in the junior high.

The teachers' work day in the senior high is generally as follows:

7:45 a.m. - Teacher arrival.  
8:00 a.m. - Beginning of 1st period class.  
(4-minute passing time between each class)  
11:38 a.m. - End of 4th period.  
12:32 p.m. - Return to class.  
3:15 p.m. - Students dismissed.  
3:45 p.m. - Teachers dismissed.  
(Fridays at 3:30 p.m.)

Approximately once every five weeks instructors are assigned on a rotating basis to supervise for 28 or 30 minutes for hall supervision during lunch time. About three persons are assigned for the first half of the period, and ten the second half to this type of supervision.

#### VIII. THE MATTER OF CLASS LOADS AND TEACHER PREPARATION.

The following paragraphs among others were in the 1977-1978 MASTER AGREEMENT of the parties under the heading "General Conditions of Agreement":

"Class Loads and Teacher Preparation. Class loads and teaching preparations shall be reasonable and in accordance with accepted educational practices of the North Central Association and Wisconsin State Department of Public Instruction.

"In the Antigo Junior-Senior High School, teaching assignments shall not consist of more than a combination of five teaching or study periods per day and not more than three teaching preparations."

According to the understanding of the mediator-arbitrator, it was the District's contention that the second of the two paragraphs was not a mandatory matter to be bargained, but it was only a permissive matter for bargaining. In effect if the District's position were to be adopted, the second paragraph would disappear from the agreement and not be replaced by any other paragraph or language.

If the Association's position were to be adopted, the Association's proposal would be introduced in the place of the second paragraph.

The following section is also in the agreement:

"29. Contract.....

"F. One-fifth of the substitute teacher's daily rate will be paid per period for staff substitution. This includes elementary schools as well as the Junior and Senior High."

#### IX. FACTORS NOT INVOLVED.

It is the judgment of the arbitrator based on the testimony and exhibits that there is no question of the lawful authority of the Employer to meet either offer. There is no debate on the ability of the Employer to meet either offer, and the cost of living has no bearing on the matter.

#### X. THE STIPULATIONS OF THE PARTIES.

During the negotiations prior to mediation-arbitration and during mediation, both parties dropped certain items from their position. Association Exhibit 10 listed 11 such items that the Association dropped. The District in its Brief noted that it had stipulated to the Association wage proposal in its entirety.

The Association says that its actions in dropping numerous items shows that it has functioned in good faith. However it also says that the District also made a good faith effort to reach an agreement in some areas.

The District holds that in its concessions it has left the salary schedule of the employees in a competitive position without the necessity for further economic benefit which could occur under the District's proposals.

Discussion. Both parties are to be applauded for the numerous actions made to reach almost complete agreement apart from arbitration. However, the merits of the various remaining offers depend on factors in addition to the results of the stipulations. The stipulations alone do not point clearly to which remaining offer more nearly meets other statutory guidelines.

#### XI. THE INTERESTS AND WELFARE OF THE PUBLIC.

There is an issue here concerning the interests and welfare of the public, especially the school population. To explain what this issue is requires an explanation of the operation of the two schools.

The senior high school is under Principal Donald G. Aucutt. He and the Assistant Principal have offices on the top floor of the three story high school. Mr. Stewart F. Brokaw is Principal of the junior high school. His building has two floors. In addition there is a vocational building connected to the senior high school, and it has two floors. The senior and junior high schools are connected by a tunnel. There are 36 entrances to the buildings.

Principal Aucutt wants to have teachers assume the responsibility of maintaining the halls for each period. At present the responsibility of maintaining is that of the two Principals and the one assistant.

Because of the layout of the buildings which involved a U-shaped senior high, a connecting tunnel, a gymnasium lobby, and a cafeteria, the high school Principal would like to have up to eight or nine teachers each period assume a station, as for example in the tunnel, or first floor of a building. The junior high school Principal would like to have four or five teachers stationed in the halls in each period.

The Principals would rotate the assignments by semester so that some teachers would not always get the supervision, which in effect would amount to a 6th hour of assignment. However, probably not everyone would have the same amount of supervisory duty.

The District would also like to have the authority to assign some teachers in critical subjects to a 6th period of teaching where there is an overload. Thus for an example if there were an overload in German, a language teacher might get a 6th class assignment. This kind of assignment would be in lieu of a supervisory assignment, and the teacher involved would not be required to have more than three different kinds of assignments to prepare for.

At present study halls are monitored by paraprofessionals. The senior high school Principal says that he is satisfied with this arrangement and does not intend to change it, but it could happen under the District's proposal that a teacher might be assigned to this duty.

At present, teachers during their preparation time may be walking the halls from time to time. Also before 8 a.m. and between classes teachers may be in the halls. Teachers when called up to assist in maintaining order outside the building have responded in the past.

Under Attachment 4 of the grievance between the parties, which attachment is a copy of a teacher's contract, there is the following paragraph:

"The teacher agrees to accept the proportionate share of the responsibilities necessary for discipline, health and safety of the pupils at the school during the school day."

Association Exhibit 18 was a list of supervisory duties currently required of junior and senior high teachers. These include noon hour supervision, rooms to be open in junior high at 12:25 although class does not start until 12:38 p.m., teachers to be on hall duty from 7:45 a.m. to 8:00 a.m., between classes and after school, lavatories to be checked, teachers to see that buildings are cleared by 3:45 p.m. and teachers are expected to go into the halls ahead of students when classes are dismissed.

The Association's Position. The Association says that under the terms of the contract and under past practice, teachers have supervisory responsibilities without pay, and this would not change if the Association's final offer is accepted. It further says that the plan for using teachers for hall supervisory duties amounts to "overkill". There was no testimony that indicated any serious problem of discipline in the hallways such as vandalism, fighting, loud or boisterous conduct, disturbing classes, profanity, alcohol, drug usage, smoking, intimidation of other students or other deviant behavior. The schools are a closed campus for all junior and senior high school students except 12th grade students and except during the noon hour. There is adequate supervision during the noon hour. Every student is accounted for each period.

Further the testimony is that teachers have been cooperative with the senior high Principal in maintaining discipline, even outside the building. Moreover, the Principal is not definite on the amount of teacher hallway traffic. The evidence is that since there is a large number of teachers with classes in both the junior and senior high buildings, that means there is traffic of teachers moving through the tunnel and other isolated places regularly. Also the Principal is not certain of how many supervisors he would find necessary.

The testimony of the junior high Principal collaborates that of the senior high Principal, and there was no specific problem area in his building. The staff was cooperative, and supervision in the hallways was not needed at all times.

The tour of the physical facilities showed that there was no need for additional supervision. Although it was Friday and a holiday season was approaching, there was no restlessness; and adults, probably teachers, were in the hall. Thus under the standards of arbitration, no persuasive reason exists for changing the conditions of the employees. However, assuming for argument's sake that management has the right to make the change, then it should compensate the employees for an increased work load. No compelling need for a change was shown.

The District's Position. The District says that there is a compelling need for supervision and for possible six class assignments. On the first matter, the evidence from testimony and inspection is that there is a compelling need for teachers to supervise hall activity during and between classes for numerous reasons: the age and complexity of the buildings and their interconnections; the necessity to utilize every inch of space which provides areas which cannot be scanned easily; the possibility of students or others loitering; 36 entrances which cannot be locked because of fire hazard; the freedom of seniors to come and go on the campus and in the halls; and the large number of students. Because of this latter factor, supervision would reduce noise and loitering. The professional opinion of the principal supports the effort of the District to provide supervision.

Further the District in proposing to implement supervision would do it under conditions of maintaining a five class assignment with only three types of preparations. It would solicit volunteers and then assign the other teachers based on their availability during the appropriate hours. It would attempt to equalize the workload. It would provide desks for the teachers in the halls. If a sixth class assignment were to be made, it would be in lieu of a supervision period, but generally, such an assignment would only be necessary in the event of an overload in the elective subject.

In event of the latter condition, it is unreasonable to deny students classes which might be useful for later employment because a teacher is unavailable. It is in the best interest of the student for the District to have the ability to assign an extra class.

Discussion. Following the hearing of the parties on December 8, the arbitrator went with representatives of each party to the school building complex and viewed the areas involved in the possible assignment of teachers for supervision. No untoward incidents were observed. However, the complexity of the buildings and the general circumstances of student population lead the arbitrator to conclude that some systematic supervision during the class periods would be desirable for building order and pupil safety. The weight of the argument here lies with the District.

The argument for a possible sixth class also is compelling; but whether this type of assignment should be under extra compensation must be considered under "Other Factors."

XII. COMPARABILITY. Many of the arguments made by the parties related to comparability of the offers with conditions which prevail elsewhere. The types of comparability will be treated individually. The first matter is the districts whose conditions were to be compared.

The Association used two different groupings of schools for its comparisons. One of these consisted of nine schools in the Wisconsin Valley Athletic Conference, which included Rhinelander, D. C. Everest, Merrill, Shawano, Marshfield, Wisconsin Rapids, Stevens Point, Wausau, and Antigo. The other comparison list consisted of twenty schools state-wide in the size category of Antigo. These schools were Ashwaubenon, Chippewa Falls, Rhinelander, Burlington, Muskego, Merrill, Menasha, Greenfield, Marshfield, Greendale, Watertown, Cudahy, Cedarburg, Mukwonago, Sun Prairie, Mequon, South Milwaukee, Middleton, and Hamilton with Antigo.

The District used the districts of Wausau, D. C. Everest, Rhinelander, Merrill, Shawano, Tomahawk, Wittenberg-Birnamwood, Bowler, White Lake, Elcho with Antigo. All of the above districts selected by the District except Shawano are contiguous, and Shawano is separated from Antigo by Menominee County which is not comparable for several reasons.

Association Exhibit 7 was a copy from a Fact Finding report by Fact Finder Arlen Christenson, WERC Case III, No. 13841, FF-355, in which the Fact Finder noted that the parties generally used the eight schools in the Wisconsin Valley and that they differed only in that the District used Shawano instead of Wausau for comparison, while the Association reversed this.

District Exhibit 8 was a tabulation from 27 districts of an enrollment from 2900 to 4900 on the subject of class periods. The districts were Ashwaubenon, Beaver Dam, Brown Deer, Burlington, Cedarburg, Chippewa Falls, Cudahy, D. C. Everest, Greenfield, Hamilton, Kaukauna, Kettle Moraine, Marshfield, Menasha, Merrill, Middleton, Monroe, Muskego, Oak Creek, Port Washington, Rhinelander, South Milwaukee, Stevens Point, Stoughton, Watertown, Whitefish Bay, and Wisconsin Rapids.

The Association's Position. The Association states that its Exhibit 7 shows that there was a long historical comparability relationship of Antigo to the schools in the Wisconsin Valley Athletic Conference. It says that the District list which includes Tomahawk, Wittenberg-Birnamwood, Bowler, White Lake and Elcho School Districts have no historical precedent. Further the Association, in its secondary list of districts state-wide, does not use the metropolitan areas, but only cities of like size and economic status in rural central Wisconsin. The idea that the District list constitutes a labor pool is only an assertion of a District witness and is not relevant to groups such as teachers, firefighters and policemen who have specialized work.

The District's Position. The District states that its list of districts used for comparison is more appropriate, because the list is composed of districts contiguous to the Antigo District. Six of them are of similar size and all have union representation. Size and geographic location are determinative. The Wausau District, even though contiguous, is least comparable of the districts because of its size. The District points to an arbitrator's position in the School District of Mukwonago, Dec. No. 16363-A (1-78, Mueller, Arb.) and to Sun Prairie Board of Education, Dec. No. 15936 (3/78, Krinsky, Arb.) which it notes as cases in which the arbitrator found that larger urban districts are to be excluded.

The District presents information on working conditions only in some exhibits in Wisconsin districts of similar size. This is done to provide the arbitrator a complete factual record on the teacher workday. The data provides a framework of state-wide practices from which the practices in the Antigo and surrounding districts can be viewed.

The District objects to the state-wide comparison list offered by the Association, because it deals only with size and does not deal with the multiplicity of other market factors which affect those districts. The District also says that in its primary comparison group, it used this group throughout in the collective bargaining process, and never reached an agreement in this negotiation to utilize only athletic conference schools for bargaining. The District objects to the use of Wisconsin Rapids, Stevens Point, and Marshfield as not being contiguous to the Antigo District and as being remote from the Antigo District, and as being in urban centers with a considerable economic base unlike Antigo.

The District also objects to the state-wide list of schools considered comparable by the Association on the grounds that this list includes schools in the Milwaukee Standard Metropolitan Statistical Area, and such schools are clearly not comparable to Antigo. It also includes schools that fall under the influence of the Madison and Green Bay metropolitan areas. Antigo may be affected by Wausau, but it is not affected by these other areas, and therefore all the Association exhibits which contain references to these schools must be wholly disregarded. These are said to be Association Exhibits 12-15 and 24-28.

Discussion. The concepts of proximity and comparable size are useful in determining comparability of conditions. In viewing the lists furnished by both parties, the arbitrator is of the opinion that the districts of D. C. Everest, Rhinelander, Merrill, Shawano are most comparable. The districts of Wausau, Stevens Point and Wisconsin Rapids are useful but less comparable because of distance or size. The districts of Tomahawk, Wittenberg-Birnamwood, Bowler, White Lake are also less comparable because of smaller size. However, in the matter of a working condition apart from wages, the concept of contiguous area is relevant despite size.

Also with respect to the larger lists, the arbitrator believes both of them have some validity for the use to which they were put by the parties. It is to be noted that there is an overlapping of names in the respective longer lists. All lists therefore have some use in making a final determination, in the opinion of the arbitrator.

XIII. COMPARISON OF SALARY SCHEDULE. While the matter of base pay and the schedule was agreed to between the parties, yet the matter of compensation enters into the issue, because it is the Association's contention that the District is seeking the right to assign an increased workload with no additional pay.

The following information is abstracted from the information

Table 1

RANK OF ANTIGO AMONG 20 SCHOOL DISTRICTS OF COMPARABLE SIZE FOR SALARY AT SELECTED LEVELS FOR SELECTED YEARS

Level	Year	Rank
BA Base	1975	16
" "	1976	12
BA Maximum	1975-76	9
" "	1978-79	6
MA Minimum	1975-76	17
" "	1978-79	14
MA Maximum	1975-76	15
" "	1978-79	14
Scheduled Maximum	1975-76	19
" "	1978-79	14

The following table is derived from information furnished in Association Exhibits 29 a-d through 34 a-d inclusive.

Table 2

RANK OF ANTIGO AMONG WISCONSIN VALLEY ATHLETIC CONFERENCE SCHOOLS FOR SALARY AT SELECTED LEVELS FOR SELECTED YEARS

Level	Year	Rank
BA Base	1975-76	5
" "	1978-79	7
BA Maximum	1975-76	2
" "	1978-79	2
MA Minimum	1975-76	7
" "	1978-79	7
MA Maximum	1975-76	5
" "	1978-79	6
Scheduled Maximum	1975-76	7
" "	1978-79	6

Information of a similar sort was furnished by the District in its Exhibits 3 through 7 from which the following data was derived.

Table 3

RANK OF ANTIGO AMONG 11 SCHOOL DISTRICTS CONTIGUOUS OR NEAR  
FOR SALARY AT SELECTED LEVELS FOR SELECTED YEARS

Level	Year	Rank
BA Base	1977-78	4
" "	1978-79	4
BA Maximum	1977-78	2
" "	1978-79	2
MA Minimum	1977-78	7
" "	1978-79	5
MA Maximum	1977-78	3
" "	1978-79	3
Scheduled Maximum	1977-78	3
" "	1978-79	3

The Association's Position. The Association states that on the basis of the primary group as established by its Exhibit 7 to be the Wisconsin Valley Athletic Conference, Antigo has not improved its salary schedule relationship in the last four years. Since there is no change in relationships and none in the relationship between the teaching load and the salary, there is no justification for the District to assign increased work. In fact in some categories, the position of Antigo has dropped with respect to other conference members.

The Association says that the same pattern is to be found if it uses the larger state group it selected for comparison. Also based on a comparison of fringe benefits, shown in Association Exhibits 12 and 13, Antigo's compensation is not exceptional. Increased units of work must therefore be compensated in some way.

The Association also says that while the District made a concession of \$50 on the base salary in mediation, the concession was clearly a quid pro quo matter. The Association conceded a change in the insurance carrier language which allows the District the right to change health insurance carriers unilaterally.

The Association also moved toward the District's demand for a two-year contract with limited reopeners and the Association's items were named, but the District's were not.

The Association through its Exhibits 1 - 6 offers exhibits to show that among the districts it uses for comparison, Antigo has a low pupil cost, a low teacher cost, a low tax rate, and a high percentage of general state aid. The effect of this is that the District can afford to pay its offer, and this is done although it was stipulated that the ability to pay is not at issue.

Association exhibits compared the Antigo pupil/teacher ratio with that of the two different comparison groups the Association is employing. In each case Antigo had the highest ratio with a ratio of 20.8.

The District's Position. The position of the District on this issue is that on the basis of comparable districts and their practices, the request of the Association amounts to a request for double pay for the sixth period.

The District says that since the parties stipulated to a salary schedule with a \$10,000 base, Antigo teachers are in a favorable position. It notes the scattergram of teachers in the salary schedule (District Exhibit 1) and notes that a large number of teachers are at the BA and Scheduled Maximums (22 each), and that the rank of Antigo at these levels is No. 2 and 3 in comparison with other area districts. Antigo is thus retaining its competitive position. Coupled with the low assigned pupil-contact time, the competitive ranking of the teachers is exceptional. The demand for "double-pay" is unreasonable.

Discussion. The issue of whether the requiring of teachers in the Antigo District to accept sixth period responsibilities constitutes an increased workload which should be compensated, is best dealt with after other factors and arguments have been developed as to the comparison of teacher day, teacher workload and practices in comparable districts.

XIV. COMPARABILITY OF PUPIL CONTACT TIME AND WORK ASSIGNMENTS DURING THE WORKDAY. The District presented a series of exhibits on the length of class periods, scheduling, and teachers' workweeks. District exhibits used the districts contiguous to Antigo for comparison, and dealt with the workday and class schedule. Antigo was one of eight out of 11 districts which had an eight hour workday for senior high schools. It was one of five districts which have a 50 minute period. Two districts had a longer period, and the rest with traditional scheduling had shorter periods. In middle schools, Antigo was again one of eight out of 11 districts who had an eight hour workday, and one of three districts that had a 50 or 51 minute schedule. One district had a longer schedule, and the rest shorter schedules.

In the Antigo District it is to be noted that in both the junior and senior high schools, teachers can leave 15 minutes early on Fridays.

District Exhibit 12 was a comparison of combined pupil contact time, preparation time, duty-free lunch periods, and scheduled time for high schools in the District's primary comparison list. District Exhibit 13 provided the same information for the junior high schools.

The totals for Antigo were as follows:

Table 4

ANTIGO TEACHER WORKWEEK SCHEDULED TIME

<u>Item</u>	<u>High School</u>	<u>Junior High School</u>
Combined Pupil Contact (Teaching and Supervision)	1250	1250
Preparation Time	500	500
Duty Free Lunch	150	150
Unscheduled	485	485
Total	2385	2385

District Exhibit 8 was a tabulation of the length of class periods in Wisconsin school districts of 2900 to 4900 enrollment for high schools and middle schools. 27 districts responded to the District's inquiry. Antigo was one of eight districts with a 50 minute class period. 14 districts had a longer period and five had a shorter period. In middle schools Antigo is one of six districts with a 50 minute class period. Three districts have a longer period and 18 have a shorter period.

As to the length of time for teaching/supervision in the workweeks, Antigo had the shortest period for the 27 districts and also for the primary comparison group used by the District. The 1250 minutes for teaching/supervision constituted the least amount of time for such activity in either comparison list (District 9A, 12). In the middle schools using the primary comparison group of the District, Antigo again had the least time for teaching/supervision combined pupil contact (District 13), and the third lowest amount of time in the 27 districts listed by the District (District 9B).

The tabulations do not include the supervision required of teachers during the noon hour, but a District witness says that if this were to be included in the average, it would not change the average of 1250 minutes by more than a few minutes.

In the hearing Mr. Joseph Sweda, Assistant Administrator of the District, said that the workday for elementary teachers is from 8 a.m. to 4 p.m., with an early departure at 3:30 p.m. on Friday. The schools start at 8:30 a.m. and end at 3:10 p.m. The teaching and supervising time for the elementary teachers ranges from 1715 minutes per week to 1760 minutes per week. Supervision is required in the lunch room, and teachers alternate in this supervision. Also elementary class sizes are larger than in the upper grade schools.

Association Exhibits 22 and 22 a-f inclusive were exhibits on the impact language for secondary teaching loads of the districts of Wisconsin Rapids, Wausau, Stevens Point, D. C. Everest and Shawano. Portions of the contracts in these districts showing impact language were submitted.

District Exhibit 14 was a summary of extra pay provisions in 1978-79 contracts of the primary comparison list of the District. District Exhibits 15 a-h inclusive were portions of the contract language covering these provisions. The following table is derived from the Association and District exhibits on this subject, since they are all useful:

Table 5

SUMMARY, EXTRA PAY PROVISIONS OR IMPACT LANGUAGE IN CONTRACTS IN SELECTED DISTRICTS IN JUNIOR AND SENIOR HIGH SCHOOLS FOR TEACHING AND SUPERVISION

A. District List

ANTIGO (Proposed)	District - Paid noon hour supervision by mutual agreement.  Association - 15% for 6th class assignment, plus \$6.50 period supervision.
BOWLER	None. Teachers work seven periods per eight period day.

D. C. EVEREST None. Teachers may be assigned 6th class in lieu of supervisory assignment for one year.

ELCHO Still at issue.

MERRILL None. Assignment based on six periods of instruction or related assignment and one preparation period in a seven period day. Reasonable effort to have five periods of instruction, one period of related assignment and one preparation period.

RHINELANDER No extra pay provisions. Secondary teachers have one period per day for planning. 6th class assigned in lieu of supervision.

SHAWANO None for 6th class/supervision assignment. \$700/year for 7th class. Junior high, five academic, one non-academic and one preparation period.

TOMAHAWK None.

WAUSAU None for 6th class in lieu of supervision. For 6th class when supervising also, 20% of base salary.

WHITE LAKE Each teacher to be assigned 30 class periods per week and a minimum of five other assignments. For assignments beyond this, compensation at pro rata hourly rate for each additional period.

WITTENBERG-BIRNAMWOOD Teaching load: five classroom periods and one period for preparation, special assignments including supervision. There may be situations of imbalance, but employees will not be expected to perform any unreasonable workload.

B. Association List

WISCONSIN RAPIDS Regular load of five classes (55 minutes). 15% of base for 6th class. Can be assigned supervisory duties. Supervisory assignments on semester basis to be paid \$175 per semester, but not when in lieu of teaching or study hall assignments.

D. C. EVEREST See above list.

STEVENS POINT Senior high: normal teaching load, five periods. Junior high: five periods plus one special assignment. Through mutual agreement a 6th class can be taught with compensation at rate of 20% of the salary. Class taught in lieu of special assignment does not qualify.

WAUSAU See above.

SHAWANO See above.

Association Exhibit 35 was a listing of student minutes per day for the 20 state-wide districts it used for comparison. Antigo with 385 minutes per day for the high schools was 14th in rank of total minutes. Association Exhibit 36 was a table showing that Antigo with 385 minutes ranks above average in the state of 378.7 minutes and was tied for 4th highest in the Wisconsin Valley Athletic Conference group of schools.

The Association's Position. The Association argues that its language on teaching load meets the tests of reasonableness and equity in contrast to the District's offer of no language in the area of secondary teaching load. The language on the teaching load was placed in the agreement in 1969-1970. The Association has conceded that it is arguably permissive, but it then proposed impact language while the District offers no impact language. The tone of the District's brief is that it suggests there will be restrictions on how the teaching load is assigned to the Antigo Junior and Senior High School teachers, but the District has offered no language that conforms with its purported intent. The Association's proposal is therefore more reasonable.

The Association says that it is not typical in comparable schools to have no language on teaching load. Such language is found in five schools in the Wisconsin Valley for 1978-1979. The District's offer to have no impact language is not supported by comparability in its own Athletic Conference.

With respect also to class load, Antigo has the highest pupil/teacher ratio as shown by comparison in the primary and secondary comparison groups used by the Association. The Antigo teachers have an increased workload as compared to other teachers. Because the circumstances of Antigo's teachers vary from others, any adjustment of their workload should be done with contractual guidelines. Further this high ratio cannot be attributed only to elementary class size.

The Association also says that the Antigo teacher's workday and the length of their class period is comparable to other Wisconsin Valley Schools and similar size schools elsewhere, and the District's Exhibit 8 shows that the teaching period in the Antigo junior high ranks above average in length while that at the senior high is average in length. The workday is the same as the workday in other Wisconsin Valley Schools, and there is no feather bedding.

The Association calls attention to its own efforts in dropping proposals in a good faith effort to reach agreement.

The Association also says that comparison of the number of minutes of student contact time between the elementary level and the secondary level fails in that it does not show how the time is utilized or what demands are placed on the teacher. Further this item was not at issue in the dispute, and an extended comparison of such relationships in other districts was not given. The workday is the criterion for teachers both at the elementary and secondary level, and their days are of identical length. The Association also says that its Exhibits 35 and 36 show that the students are not being short-changed. The most telling argument in support of the Association's position is that six of the Wisconsin Valley Schools have some type of impact language, and the District offers nothing. The District's assertion that the Association is demanding double pay is not supported by the evidence.

The District's Position. The District says that the testimony of Mr. Sweda shows that elementary teachers spend approximately 1,760 minutes per week in teaching and supervising as compared to only 1,250 minutes per week for teachers in the secondary level within the Antigo system. The elementary teachers have 510 more minutes of student contact per week than do the teachers on the secondary level. Even if the District were to increase the contact time for secondary education teachers by 50 to 60 minutes per day, the pupil contact time would only increase to 1,500 minutes per week which is substantially less than the minutes spent in

such time by primary education teachers. The situations are not comparable as required by the statutory guidelines for comparability within the same system. To rule in favor of the Association's offer would be unconscionable, since it would result in their receiving premium pay for working fewer hours than their co-employees. The Association did not present a scintilla of evidence to support the fact that such a result would be equitable.

The District says that the Antigo teachers enjoy the lowest combined pupil contact time among comparable districts, based on the evidence produced in its exhibits. The District's offer to increase combined pupil contact time to 1,500 minutes per week is needed; yet teachers would still retain 500 minutes per week within the teacher workday for preparation, and the unscheduled minutes in the teacher's workday would be decreased to 235 minutes per week. Under this offer the Antigo teachers would remain in the lower fifty percent of the area districts with respect to combined pupil contact time and would still have the highest level of preparation time of any teacher. The District also says that its state-wide comparisons show the low level of Antigo secondary teacher's pupil contact time; and in its list of comparable districts, almost all require more pupil contact time than does Antigo in the secondary level. The District's proposal would place Antigo in the median of the districts. The District's offer is thus fair.

As to the extra pay provision, the District asserts that its exhibits show that no other comparable district in the area pays for assignment during the 6th period. In fact, 6th period assignment is considered normal. Further the testimony of the Principal, Mr. Aucutt, is that he intends to make such an assignment only when absolutely necessary to maintain a quality curriculum. Additional pay is given only with an assignment for a seventh period. The current supervision being performed by teachers, as the Association claims, is minimal and does not constitute performance in lieu of a 6th period.

The District rejects the contention that the class size in Antigo means that teachers are working so much harder that they should be relieved of a 6th period supervision. The Antigo ratio is a district-wide ratio and reflects the class size in elementary schools. No evidence was presented by the Association on the class sizes in middle/senior high school levels for proper comparison.

The District also rejects the exhibits of the Association which are an attempt to establish a pattern showing the cooperation of teachers for performance of extra duties. The data is unconvincing, preposterous and unsubstantiated. However, assuming the facts are so, they also show a very limited acceptance of assignments over a 20 year period involving but ten teachers. On the other hand there is evidence that at least two teachers refused 6th hour classes due to the existing contract, and no teachers in the past three years have taught an additional class.

The District also rejects Association Exhibits 35 and 36 on student minutes, because it does not shed any light on pupil/teacher contact time in the districts reported, among other defects which these exhibits have.

The District's request is not unreasonable, nor out-of-line with practices elsewhere. The Association has not presented one shred of credible evidence to support its request for double pay for performance of a 6th period duty. Such assignment would not interfere with existing preparation time assignments or duty free lunch, and it would provide the District with flexibility to assign teachers consistent with the contemporary districts without having to pay a premium for the assignments.

Discussion. The matters raised by the foregoing arguments of the parties on the issue of comparability of practice and clauses in the agreements might be divided into three questions:

1. What is the prevailing practice as far as pay for 6th period assignment?
2. What is the practice as far as putting impact or any other kind of language into an agreement for such 6th period assignment?
3. If the prevailing practice is to assign a 6th period, is it equitable under the given circumstances here to hold that the District's position most nearly meets the statutory guidelines?

As to the prevailing practice in the area for 6th period assignments, a review of Table 5 above reveals that payment for a 6th period assignment, either teaching or supervision, is the exception. Provisions for payment of 6th period assignment by itself exist only in Wisconsin Rapids and Stevens Point. Other districts offer pay for a 6th teaching assignment if the teacher also has a supervisory assignment; thus this is payment for the 7th assignment. The prevailing practice in the area, no matter which list of primary comparables is used, the Association's or the District's, shows that it is the prevailing practice to have 6th period assignments, but they are mostly in the nature of supervision assignments.

As to the inclusion of impact language in contract clauses, again melding the primary lists of the parties and taking both the Valley schools and immediate area schools, it appears that nine of the contracts of the districts listed above have some kind of language in the agreement referring to 6th period assignments. Only two offer pay for any 6th period assignment. Most others with some kind of language say that 6th period assignments may be possible, but would be in lieu of supervisory duties. Several say that they will try to have some reasonable system of 6th period class assignments. The conclusion is that the prevailing practice is to have some reference in the contract to 6th period assignments, either in the form of supervision or a class assignment.

From these two observations, the arbitrator is of the opinion that the District is supported in its request for the right to have the opportunity to make 6th period assignments, but it is not supported in its position of failing to propose any language to cover its authority or policies in these matters.

These opinions lead to the consideration of the third of the three questions posed above, as to whether it is equitable under the given circumstances to hold that the District's position most nearly meets the statutory guidelines.

In the absence of any language covering its intention with respect to 6th or 7th period assignments, what would prevent the District from making large scale changes in teacher scheduling, such as assigning many teachers 6th classes? The Association at this time has only the declared intention of Principal Aucutt that he may not have to assign every teacher to supervisory duties, and that he would endeavor to distribute the work equitably; and further he would only assign a 6th class where it was necessary to meet a school scheduling need. The arbitrator is of the opinion that while the Principal is undoubtedly a person of high integrity, nevertheless in the working out of matters, situations arise giving rise to inequities which are not covered by clear contractual language. The position of the District, supported by the prevailing practice, is weakened by the absence of proposed contractual language in regard to its 6th period assignment policy. However, as to meeting the guideline of comparability of practice, the District most nearly meets this guideline.

XV. OVERALL COMPENSATION. This matter will be covered in a subsequent discussion under the title of "Other Factors". The issue on this guideline is whether the District can add additional work without compensation even though such work may be the prevailing practice in the area.

XVI. CHANGES DURING THE PENDENCY OF THE MATTER. The arbitrator knows of no changes during the pendency of the matter that have affected the matter.

XVII. OTHER FACTORS NORMALLY TAKEN INTO CONSIDERATION.

The Association's Position. The Association states that the primary criterion to be relied on in this case is the guideline of "Other Factors" which are to be considered. The Association says that its final offer is consistent with the equity consideration that any change from the present relationship between units of work (teaching load) and scheduled salary should reflect the change. Since 1969-1970 there was a standard for secondary teaching load in effect and is found in the contract under "General Conditions of the Agreement, Item 3 - Class Loads and Teacher Preparation". Now the primary reason for the Association proposing impact pay is to provide equity to teachers whose units of work will be increased under management's decision to change past practice in class or supervisory duties. Reasonableness, fairness, and equity demand additional payment for additional work.

The impact language came after the District said that language on the teaching load is arguably permissive. The District wants the unfettered right to add substantially to a teacher's workload without any type of compensation, and this is not reasonable. Past practice in the District was to pay for 6th class and supervisory duties. Payment for the 6th class was at the rate of 20 percent, and the Association is now proposing only a 15 percent increase. The Association offer of \$6.50 is similar to the hourly rate paid teachers for staff substitution, which is another contract provision. The heart of the dispute is increased pay for increased work. Further the Association's proposal will have no economic impact upon the District unless the District increases the workload. The Association's proposal therefore will have a conservative impact.

The Association says that the position of the District has the effect of removing a longstanding contract clause from the agreement, and it must therefore be judged by the standards required to remove such clauses. The Association cites Arbitrator Stern in WERC Case XCI, No. 20663, MIA 255, Decision No. 15033-B (Greenfield Police) in which the

arbitrator said that arbitrators usually will not remove a benefit unless the Employer is able to show good reasons why it should be discontinued. Benefits once won are not lightly to be taken away.

The Association also cites Arbitrator Kerkman in Greendale School District vs. Greendale Education Association (Sept. 14, 1978) to the same effect. The Association says that it should have contractual rights on teaching load to rely on and not simply on the good will of specific administrators. Without the contractual rights, nothing would prevent speedups, and a substantially increased workload in an era of layoffs due to declining enrollments.

The Association says that the District in citing certain arbitration decisions, (Village of West Milwaukee and City of Muskego), says that the District's application of those decisions does not present an accurate description of what occurs in those cases. In the West Milwaukee case, the Police Association was asking for a new benefit which the arbitrator did not see fit to give as being pattern setting. In this instant case the Association is not asking for a new benefit, but simply wishes to maintain existing working conditions, or have some protection if the District substantially increases the workload. Thus the District analysis fails. Further if the arbitrator in this case did what the District asks, he would do exactly what the arbitrator in the West Milwaukee case thought improper.

The Association says that in the City of Muskego case, Arbitrator Bilder did not rule on changing an existing practice. There had been no practice in a dispute on educational incentive. Both sides offered something. In this case the District offers nothing.

The District's Position. The District as noted before holds that it has presented clear and compelling proof of the need to implement 6th period assignments. These reasons will be found in an earlier discussion and will not be repeated here. It lists its policies which also have been recited in which volunteers would be solicited for various supervisory assignments, equalization of workload and rotation of it, and 6th period class assignments only when necessary. The District says that there is ample arbitral authority to support its position. Interest arbitrators have seen fit to alter contractual provisions via arbitration where the moving party has been able to set forth sufficient reasoning to support the change. It cites Arbitrator Krinsky in the case, Village of West Milwaukee, Dec. 12444-A (6/74) in which the arbitrator said,

"The arbitrator does not view the arbitration process as a device for pattern setting or for initiating changes in the basic working conditions, absent of showing as the conditions at issue are unfair or unreasonable or contrary to accepted standards in the industry....." It also says that Arbitrator Bilder in City of Muskego, Dec. 14345-A (7/76), supported a city proposal for a lump sum occasional incentive bonus to replace an existing monthly per credit pay system supported by the union. In the Greendale case cited by the Association, the case differs in two points. In Greendale alteration of the basis of computing wage increases was involved. In this case, the Association is requesting a new benefit as a result of change in a working condition. Also, in Greendale, the arbitrator decided that the Employer's monetary offer was insufficient to "buy out" the disputed provision and ruled for the Association. In this case, the parties stipulated to a demand by the Association on final offer. The economic proposal in this case is that of the Association.

The District notes that Wisconsin law holds that contact hours are non-mandatory subject of bargaining. The District complied with its duty to bargain the impact of the deletion of the language from the contract, but it is not compelled to agree to a proposal to make a concession. Further a non-mandatory subject may automatically "evaporate" from an agreement. The District cites an Examiner's decision in the case, School Board, School District No. 6, City of Greenfield, in which the Examiner held that a District was not required to adhere to the provisions of an expired contract which pertained to non-mandatory subjects, and the Employer was not otherwise required to bargain about its decisions in such areas, and was entitled to unilaterally adopt policies relating to non-mandatory subjects of bargaining.

The Association has not met the burden of proving that the new benefit is supported by comparison with other teachers in Antigo or other districts, and the District has a legal basis for its exercise of management rights and has demonstrated the need for additional supervision. It is not necessary either to malign normal, healthy students in an effort to convince an arbitrator for the need for increased supervision since it is possible to conceive of numerous situations wherein 1900 adolescents need adult reinforcement to encourage good conduct. The random and unpredictable movement of teachers through the halls is not sufficient to achieve this.

Discussion. The basic question here is whether when a non-mandatory subject drops from a contract and a change in working conditions occurs, whether a clause to cover the impact of the new working conditions should be considered. In this case the clause covering assignments of class loads has in effect been dropped because both parties either acknowledge it is non-mandatory, or arguably permissive only. The question is not whether to maintain it or not; the conditions are changed. Now the District is not offering any further clause, and the Association is offering an impact clause. The matter then comes to the point as to the essential fairness of the position of either party.

Several facts must be weighed against each other. One is the fact that the Association members enjoyed a 5 class teaching load without substantial further assignment in supervision. Against this must be weighed the fact that the prevailing practice in comparable districts is to assign teachers to a 6th period of supervision with occasional substitution of a 6th class period for supervision. The District is not unreasonable in seeking to assign teachers to supervision and an occasional 6th teaching period.

Further, as noted earlier, the arbitrator is of the opinion that the safety and security of the schools would be improved by having some supervision in the halls rather than having what formal supervision there is in hours other than noon hours carried on by two principals and one assistant principal. The complexity of the hall arrangements particularly in the senior high justifies this conclusion that supervision by three officers of the rank of principal is not sufficient.

Does the failure of the District in including any proposal for "impact" language constitute a sufficient reason to hold that the Association's position is more reasonable? The failure of the District to include any language on how it intends to apply the change in assignments is indeed a serious defect, in the opinion of the arbitrator. If the award were to go to the Employer, the Association would have to depend on the professed intentions of the Employer as expressed in the testimony of its two principals and as more explicitly stated in the District's brief.

On the other hand certain adverse factors have appeared in the position of the Association, according to the testimony. One is that the Antigo secondary education teachers have a lower amount of pupil-contact time than comparable districts, and also a lower amount of pupil-contact time than the elementary teachers in the District. Granted that there are differences in the milieu of elementary and secondary education, yet the substantial differences between the contact time of elementary and secondary education in the same system is a factor in favor of the District.

Further, while a substantial argument could be made in favor of compensation for a 6th class regularly assigned, the compensation for a 6th period in which supervision of halls alone occurs is not so easy to justify in view of the patterns of the area. The arbitrator is not persuaded that a decision to institute compensation for supervision via compulsory final and binding arbitration, absent a prevailing practice, is justified.

On the other hand it must be recognized that to institute a system of 6th period supervision or class assignments is an increased workload for secondary teachers in the Antigo District, particularly since the contract now includes payment for such service. Under the final and binding final offer arbitration, the arbitrator cannot adjudge that 6th period supervision should not be compensated but 6th period class assignments should be. This being the case, the arbitrator judges here that the offer of the District more nearly meets the prevailing statutory guideline of "comparability" and "other factors" both.

It should be noted also that while impact language of itself is prevalent in most of the contracts in the area, this factor alone should not be determining as to what offer should be accepted. The language itself of the impact clause is the significant factor. Impact language that counters the prevailing practice is less easy to justify.

In making the above judgment, the arbitrator is not making it on the proposition advanced by the District, that its stipulation to accept the wage offer of the Association constitutes a quid pro quo for the change in supervision. The arbitrator does not hold the opinion that change in conditions is a quid pro quo for the wage offer of the Association.

#### XVIII. SUMMARY.

Summarizing the matters, the arbitrator is of the opinion that,

1. In comparability, the District offer more nearly meets the prevailing conditions as far as working conditions in the area.
2. The District's offer with respect to 6th period supervision assignments more nearly meets the prevailing conditions in comparable areas.
3. The District's offer on 6th period class assignments takes away a possible benefit which could be enjoyed by teachers, but which the District seems not to have employed extensively.

4. The District's offer must be considered defective, because it fails to spell out the terms under which it will exercise its authority.

5. The beginning of more systematic hall supervision in the building complex is desirable for school security and safety.

6. The argument of the Association that if its offer is accepted, the District need not necessarily assign any teachers to 6th period assignments is not persuasive in that the adoption of the Association's policy would tend to discourage the institution of the supervision which the arbitrator believes is needed.

XIX. AWARD. The position of the School District of Antigo in the 1977-1979 Agreement between the parties shall be included in the Agreement as more nearly following the statutory guidelines for such agreements.

*Frank P. Zedler*  
*Mediator - Arbitrator*  
*March 8, 1979*