

In the Matter of Arbitration
Between the
PECATONICA AREA SCHOOLS
and the
PECATONICA EDUCATION ASSOCIATION

WERC CASE IV
No. 23568
MED/ARB-233
Decision No. 16742-A
AWARD

RECEIVED

MAY 11 1979

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

I. HEARING. A hearing on the above entitled matter was held on March 16, 1979, beginning at 10 a.m. at the Administrative Office of the Pecatonica Area Schools, 407 Olson, Blanchardville, Wisconsin 53516.

II. APPEARANCES.

For the Association:

PAUL R. BIERBRAUER, UniServ Director, Southwest Teachers
United, 1136 Lincoln Ave., Fennimore, Wisconsin 53511

For the Employer:

KENNETH COLE, Director, Employe Relations Service,
Wisconsin Association of School Boards, Inc.,
122 W. Washington Avenue, Madison, Wisconsin 53703

III. NATURE OF PROCEEDINGS. This is a matter of final and binding final offer between the Pecatonica Area Schools and the Pecatonica Education Association, pursuant to Section 111.70 (4)(cm) 6 c through h of the Municipal Employment Relations Act of the State of Wisconsin. The Association is the duly recognized exclusive bargaining representative of teacher employees of the school district. The parties have been in negotiation since February 23, 1978, to reach a new collective agreement for the school year of 1978-1979. A tentative agreement reached on August 18, 1978, failed to win the support of the members of the Association. On September 26, 1978, the Association filed a petition with the Wisconsin Employment Relations Commission for mediation-arbitration, pursuant to Section 111.70 (4)(cm) 6 of the MER Act. The Commission found, after mediation and investigation by a staff member, that the parties remained at impasse, and it ordered final and binding final offer arbitration on December 27, 1978. The parties selected Frank P. Zeidler, Milwaukee, as the mediator-arbitrator, and the Commission appointed him on January 18, 1979.

The mediator-arbitrator and the parties engaged in mediation on February 15, 1979, at the offices of the Pecatonica Area Schools, 407 Olson, Blanchardville, Wisconsin.

The parties continued to remain at impasse and so a hearing for a final and binding award was held at the school office on March 16, 1979.

IV. THE FINAL OFFERS.

A, The offer of the Pecatonica Teachers Association:

Position of the Pecatonica Teachers Association
 Pertaining to
 Mediation/Arbitration

The Pecatonica Teachers Association hereby maintains its position that All items in the 1977-78 collective bargaining agreement will remain in force in the 1978-79 collective bargaining agreement except as modified by tentative agreement or as shown in the final offer below:

- A. Tentative agreements
 - 1. Article IV, Teachers Rights
 -Delete words "felony or"
 - 2. Extra-curricular schedule except for seven items listed in the last offer below

- B. Last offer
 - 1. Extra-curricular positions
 - 9.28 Boys Baseball \$400 + 15/yr for 7 yrs.
 - 9.29 Boys Track 400 + 15/yr for 7 yrs.
 - 9.32 Boys Asst. Wrestling 375 + 15/yr for 7 yrs.
 - 9.33 Boys Jr. H. Wrestling 475 + 15/yr for y yrs.
 - 9.42 Girls Track 400 + 15/yr for 7 yrs.
 - 9.43 Girls Basketball 700 + 25/yr for 7 yrs.
 - 9.64 Musical Assistant 100
 - 2. Salary Schedule

	BS	+6	+12	+18	+24	MS	+12
2% → 1	9,500	9,690	9,880	10,070	10,260	10,450	10,640
4% 2	9,880	10,070	10,260	10,450	10,640	10,830	11,020
↓ 3	10,260	10,450	10,640	10,830	11,020	11,210	11,400
4 4	10,640	10,830	11,020	11,210	11,400	11,590	11,780
5	11,020	11,210	11,400	11,590	11,780	11,970	12,160
6	11,400	11,590	11,780	11,970	12,160	12,350	12,540
7	11,780	11,970	12,160	12,350	12,540	12,730	12,920
8	12,160	12,350	12,540	12,730	12,920	13,110	13,300
9	12,540	12,730	12,920	13,110	13,300	13,490	13,680
10	12,920	13,110	13,300	13,490	13,680	13,870	14,060
11			13,680	13,870	14,060	14,250	14,440
12					14,440	14,630	14,820
13						15,010	15,200

PICB 11/2/78

3. Calendar

AUGUST					SEPTEMBER					OCTOBER					NOVEMBER				
				1						X	3	4	5	6			1	2	3
					H	5	6	7	8	9	10	11	12	13	6	7	8	9	C
					11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
		X	X	24 25	18	19	20	21	22	23	24	25	X	V	20	21	22	H	V
28	29	30	31		25	26	27	28	29	30	31				27	28	29	30	

DECEMBER					JANUARY					FEBRUARY					MARCH				
				1	V	2	3	4	5					1 2					1 2
4	5	6	7	8	8	9	10	11	12	5	6	7	8	9	5	6	7	8	9
11	12	13	14	15	15	16	17	18	19	12	13	14	15	16	12	13	14	15	16
18	19	20	21	22	22	23	24	25	26	19	20	21	22	V	19	20	21	22	C
V	V	V	V	V	29	30	31			26	27	28			26	27	28	29	30

APRIL					MAY					INSERVICE		HOLIDAYS		T-P CONFERENCES	
2	3	4	5	6		1	2	3	4	AUG.	22	SEPT.	4	NOV.	10
9	10	11	V	V	7	8	9	10	11	AUG.	23	NOV.	23	MARCH	23*
V	V	18	19	20	14	15	16	17	18	OCT.	2	MAY	28		
23	24	25	26	27	21	22	23	24	25	OCT.	26				
30					H	29	X	X		MAY	30				
										MAY	31				

School days will be made up at the discretion of the School Board, however, no make up days will be taken from Easter vacation.

*March 23, will be counted as a face to face day.

*PACB
11/2/78*

B. The Board's offer:

Pecatonica Area Schools

Board of Education

Final Offer

November 7, 1978

The Final Offer of the Board of Education is as follows:

1. All provisions of the 1977-78 Agreement between the Board of Education of the Pecatonica Area Schools and the Pecatonica Education Association shall remain unchanged except as modified by this Final Offer or as stipulated to between the parties.
2. All salary and benefit provisions of the Final Offer shall be in effect from August 22, 1978 until August 20, 1979.
3. The attached salary schedule
4. The attached extra-curricular schedule
5. The attached calendar

K
11-7-78

APPENDIX B
 PECATONICA AREA SCHOOLS
 SALARY SCHEDULE
 1978-79

	B.S.	+6	+12	+18	+24	M.S.	+12
1	9525	9665	9805	9945	10085	10225	10365
2	9890	10030	10170	10310	10450	10590	10730
3	10255	10395	10535	10675	10815	10955	11095
4	10620	10760	10900	11040	11180	11320	11460
5	10985	11125	11265	11405	11545	11685	11825
6	11350	11490	11630	11770	11910	12050	12190
7	11715	11855	11995	12135	12275	12415	12555
8	12080	12220	12360	12500	12640	12780	12920
9	12445	12585	12725	12865	13005	13145	13285
10	12810	12950	13090	13230	13370	13510	13650
11			13455	13595	13735	13875	14015
12					14100	14240	13380
13						14605	14745

Base 9525.00

Increments 365.00

Lanes 140.00

Handwritten:
 11-7-79

AMENDMENTS TO APPENDIX "C"

9.28	Head Baseball	\$350 + \$15.00 per yr. for 7 yrs.
9.29	Boys Track	\$350 + \$15.00 per yr. for 7 yrs.
9.32	Asst. Wrestling	\$350 + \$15.00 per yr. for 7 yrs.
9.33	Junior High Wrestling	\$450 + \$15.00 per yr. for 7 yrs.
9.42	Girls Track	\$350 + \$15.00 per yr. for 7 yrs.
9.43	Girls Basketball	\$700 + \$25.00 per yr. for 7 yrs.
9.64	Musical Asst. (if presented)	\$ 75

K. G.
11-7-78

SCHOOL CALENDAR 1978-79

AUGUST

M	T	W	T	F
	X	X	24	25
28	29	30	31	

SEPTEMBER

M	T	W	T	F
				1
H	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

M	T	W	T	F
X	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	X	V
30	31			

NOVEMBER

M	T	W	T	F
		1	2	3
6	7	8	9	X
13	14	15	16	17
20	21	22	H	V
27	28	29	30	

DECEMBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	30	21	22
V	V	V	V	V

JANUARY

M	T	W	T	F
V	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	V
26	27	28		

MARCH

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	X
26	27	28	29	30

APRIL

M	T	W	T	F
2	3	4	5	6
9	10	11	V	V
V	V	18	19	20
23	24	25	26	27
30				

MAY

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
H	29	30	S	

JUNE

M	T	W	T	F
				S

11-7-78

TEACHING DAYS

H - HOLIDAYS

X - INSERVICE

V - VACATION

August	6
September	20
October	19
November	19
December	16
January	22
February	19
March	21
April	17
May	21
June	0
	<hr/>
	180

Sept. 4
Nov. 23
May 28

- (1) Aug. 22
- (2) Aug. 23
- (3) Oct. 2
- (4) Oct. 26
- (5) Nov. 10
- (6) Mar. 23
- (7) To Follow Last Day of Classes

- Oct. 27
- Nov. 24
- Dec. 25, 26, 27, 28, 29
- Jan. 1
- Feb. 23
- April 12, 13, 16, 17

3

7

=

190 days

S - SNOW MAKE-UP DAYS

- May 31 First Make-up
- June 1 Second Make-up

Additional snow days to be made up at the discretion of the Board of Education

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Stipulation of Tentative Agreements

Between the

Pecatonic Area Schools


Board of Education

and the

Pecatonica Education Association

1. Article IV - Teacher Rights, Section C, Delete the words, "felony or".

Pecatonica Education Association


Pecatonica Area Schools

V. FACTORS CONSIDERED.

Section 111.70 (4)(cm) 7 of the Wisconsin Statutes provides the following:

"7. 'Factors considered'. In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

"d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services 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 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 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."

VI. THE LAWFUL AUTHORITY OF THE MUNICIPAL EMPLOYER. There is an issue here with respect to the lawful authority of the municipal employer to meet either offer, which is described and discussed in VIII below.

VII. STIPULATIONS OF THE PARTIES. A stipulation settling one issue has been noted in the presentation of the final offers in which language on "Teachers Rights" was stipulated to.

VIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT.

The District's Position: The District makes the argument that the District with its own offer will exceed the cost controls imposed on the District by the Department of Public Instruction of the State of Wisconsin.

District Exhibit 36 is a draft of a cost control worksheet. This sheet shows that the basic maximum controllable cost is \$974,167 and the budgeted controllable cost is \$974,997, the District's budget therefore being \$830 in excess of the allowable cost. It is an argument on inability to pay.

The District in its Brief supplied a letter of March 27, 1979, from Bob Lang, Director, Legislative Fiscal Bureau, to the members of the Joint Committee on Finance (Elementary and Secondary Education Discussion Group) of the Wisconsin Legislature. The author of this letter on page 6 commented that "costs imposed by a WERC arbitrator are not appealable if one is to be consistent with the intent of the act which established binding arbitration (Chaper 178, Laws of 1977), since proposals for cost control appeals were specifically excluded from that legislation. Arbitrators are required to take into account such factors as 'the lawful authority of the municipal employer' and 'the financial ability of the unit of government to meet the costs of the proposed settlement.' It was felt that, under these restrictions, arbitrators would be generally prevented from imposing a settlement which exceeded the cost control. Although the Department has so far denied these appeals, it is possible that this interpretation could be challenged unless clarifying statutory language is provided."

The District holds that an award to the PEA proposal would result in the District exceeding cost controls, and that it is too late in the school year to adjust the budget in order to accommodate the PEA proposal.

District Exhibit 3 was entitled "WHITE PAPER: The President's Anti-Inflation Program", which called for annual increases in wages and fringe benefits not to exceed seven percent. In District Exhibit 4, a publication "Wage and Price Standards", issued by the Council on Wage and Price Stability on December 13, 1978, there was a call for annual increases in average pay rates to be seven percent or less. If there was a pay plan in effect as of October 1, 1978, and this pay plan called for a dictated increase, the dictated pay components for the employee group were excluded in determining if a seven percent increase had been obtained.

District Exhibit 5 is a copy of a letter from John N. Gentry, Deputy Advisor to the President on Inflation and Counselor on Labor-Management Relations, to Mr. George Tipler, Executive Secretary, Wisconsin Association of School Boards. This letter accompanies a document of pay/price standards for State and Local Governments. The document calls for a seven percent limitation on the annual rate of increase of wages plus private fringe benefits. In this document increases which reflect a movement through a structural pay schedule from entry levels to established job rate levels are not included for the purposes of measuring compliance with the pay standards. However, the fundamental intent of the pay standards is to ensure that average pay rates for an employee group rise by no more than seven percent annually. The document notes that in the case of the Federal government, however, the operation of a program of annual step increases, together with increased costs of fringe benefits is estimated to add no more than one percent to the average annual increase, assuming a continuation of the prior experience with the turnover of the workforce.

District Exhibit 7 was a copy of portions of the Federal Register of January 25, 1979, with information on the calculation of wages and benefits to determine if the seven percent guideline was exceeded.

As to the Association's contention that all increments in the salary schedule are included in costs which are excluded from the wage and price guidelines because they represent increased qualification, the District says that increases within lanes are simply regarded as longevity increases, and only increases resulting from changing from one lane to another represent increased qualification.

District Administrator, Mr. Ray Nevins, says that the school system faces a \$30,000 bill to replace the roof at the Hollandale School, and a \$7,000 sum to replace parts of an improperly functioning heating system.

The Association's Position: The Association on its part supplied Exhibits 39 A, B, C, and D. Exhibits 39 B, C, and D were copies of the proposed budget of the Pecatonica area schools for the 1978-79 year. From this budget the Association derived the position that funds available for teacher salaries, vocational teacher salaries, and insurance and retirement came to the sum of \$579,558.00. The Association estimated that the funds needed to meet its proposal for salaries, insurance, retirement and social security would come to a sum of \$541,034.17, leaving \$38,523.83 which could be available for substitute teachers and the Vocational Program.

In its Brief, however, the Association came up with the following contention shown in this chart:

CHART 1

Available Funds for Meeting the Association Proposal

Salaries	\$443,516.00
405,935	
37,581	
Insurance and Retirement	<u>110,926.00</u>
	\$554,442.00

Necessary Funds

Salaries (Association Offer)	\$437,155.00
Insurance and Retirement	77,081.57
Social Security	<u>26,797.60</u>
	\$541,034.17

The Association says that thus the amount of available funds more than the necessary funds is \$13,407.81. It bases this contention on the testimony of the District Administrator in the hearing.

The Association in its Brief contends that the Fall Report for the Department of Public Instruction shows that there is available the sum of \$554,422 available for salaries and fringe benefits.

The Association does not take issue with the District contention that it has budgeted to the maximum cost control level. It says however that the issue of maximum cost controls is not the issue, but there is a statutory issue of the ability to pay to be considered.

The Association in Exhibit 34 A calculated that the total cost of the 1977-78 payment of the District for salaries, retirement, social security and insurances was \$471,446.32* and the 1978-1979 costs for these items under the wage and price controls guidelines would be \$503,685.68, and therefore the dollar increase was \$31,339.36, a 6.84% increase which is below the seven percent guidelines. The Association in its calculation did not include any cost above seven percent for health insurance, maintenance of retirement benefits, social security, increments, and maintenance of other fringe benefits, saying that these may properly be excluded.

Discussion. The arbitrator notes that the District has budgeted somewhat in excess of its maximum in controllable costs. However on the basis of Association Exhibits 39 A-D it appears that there is enough flexibility in the application of the funds budgeted to meet the costs of the Association offer if it merits the award here. Thus the arbitrator concludes that the District has the ability to meet the Association's offer within its existing budgeted amounts.

This raises the question as to whether an arbitrator should make an award, whether justified for other reasons, that will cause a budget to be altered. If an award would force a District to drastically alter its established budgeting, so that some other service would be crippled, such an action could be held as unreasonable. On the other hand, if the award were to require, say, only the adjusting of salary accounts and general accounts, then it appears to this arbitrator that the statutory guidelines of comparability, if applicable, would outweigh the argument against forcing a rearrangement within the budget. The statutes are not clear on the authority of arbitrators functioning under Section 111.70 as contrasted to the authority of the Department of Public Instruction to put a lid on expenditures of the school districts. Absent a clear prohibition against the arbitrators making a decision which causes a rearrangement of a budget already under a ceiling, the arbitrator here is of the opinion that the guideline on comparability governs arbitral decisions.

There is also the matter of the President's guidelines on overall compensation which must be considered. This arbitrator is of the opinion that wage demands greatly in excess of the guidelines cannot be justified in light of national conditions. However, again, the arbitrator functions under Section 111.70 of the Wisconsin statutes, and again, the matter of comparability of a wage offer under consideration with wages achieved by bargaining in other jurisdictions must be the governing fact.

The conclusion here is that the offer of the Association is then not barred either under the lid on District expenditures imposed by the Department of Public Instruction nor under the advisory guidelines on wage increases imposed by the President.

As to the inability to pay, this matter is discussed more fully under the subject of overall compensation.

*There is a further discussion of this total in part XIV,
OVERALL COMPENSATION.

IX. COMPARABLE DISTRICTS. In making their comparisons, the parties each selected different districts as their primary districts for comparison.

The Association's Lists. The Association supplied four different lists of comparables: the athletic conference of which the Association is a member; school districts within a 35 mile radius; all school districts in the State with a full-time equivalency of 40 teachers or less as of February 2, 1979; and a list of K-12 districts with 40 teachers or less. As a rationale for these selections, the Association says that the athletic conference concept is widely accepted for comparisons. This conference however is largely arranged on a southwest to northeast line of 40 miles with little east-west distance. Therefore the Association has also employed schools in the 35 mile radius for comparison which includes more east-west areas. This type of comparison also includes other factors such as employment, shopping and recreational criteria, since people in the Pecatonica District travel to and work in the other areas.

The District also uses the two state-wide lists of schools on the basis of getting a broad set of comparable school districts similar to it. The District has 36 teachers and the list of schools used on a state-wide basis are all K-12 districts with 40 or less full-time teachers equivalency.

The State Line Athletic Conference school districts are New Glarus, Monticello, Belleville, Pecatonica, Albany, Juda, Argyle, Black Hawk and Barneveld. The schools in the 35 mile radius group are Sauk-Prairie, Oregon, Evansville, Monroe, Orfordville, Platteville, Verona, New Glarus, Argyle, Brodhead, Monticello, Belmont, Belleville, Albany, Mt. Horeb, Darlington, Cuba City, Iowa-Grant, Black Hawk, Shullsburg, River Valley, Dodgeville, Mineral Point, Benton, Highland, Barneveld, and Pecatonica. The state-wide list will not be given. It includes school districts from the far northern and northwestern parts of the State as well as from the central rural districts and some eastern districts. Some eastern districts near to the lake shore districts are included.

The Association is critical of the District list of comparables as being extremely limited and selective to the point of omission, creating very small economic principalities in which people are considered as not having contact with other people.

The District's Lists. The District lists included the State Line Athletic Conference and a list of four districts it considered to be of similar size in Iowa, Lafayette and Green Counties. These districts were Belmont (FTE Staff 34), Benton (FTE 28.6), Highland (FTE 37.6), Mineral Point (FTE 56.5) and Shullsburg (FTE 47.1). The District also used the districts in Cooperative Educational Service Association 14 (CESA 14) of which many districts near to the Pecatonica District are members. The District says that the three sets of districts show that the Pecatonica school district has a unique location in that it is influenced by the major metropolitan area near which it is located and has achieved a wage level in excess of most districts located immediately west of it.

The District says that the Association's use of districts on a state-wide basis is simply a random selection using districts as much as 300 miles away and including districts influenced by the metropolitan areas of Milwaukee, Racine and Kenosha. Districts used in the 35 miles radius group of the Association included districts substantially larger than the Pecatonica District. Further in the hearing the District challenged the inclusion of the Districts of Woodruff-Arbor Vitae and Phelps as not being K-12 districts.

Discussion. In comparison of schools, the use of the State Line Athletic Conference by both parties indicates that this is a primary grouping to be used for comparison. The arbitrator also finds of some use, but less use, the 35 miles radius grouping of the Association and the two groupings supplied by the District dealing with schools largely west of the Pecatonica District. Both lists have some use, but the Association list has the defect of including schools in substantially larger municipalities, and the District list is too heavily weighted with comparisons of districts relatively remote from the influence of a major metropolis, since Pecatonica is influenced to some degree by the Madison metropolitan region. However, some consideration will be given to all these lists, including the remoter lists of state-wide districts employed by the Association.

X. COMPARISON OF SALARIES. It should be noted from the final offers that the Association and the District are making the following proposals:

CHART 2

	<u>Association</u>	<u>District</u>
Base Salary	\$9,500	\$9,525
Lane increase	2% of Base (190)	140.00
Increment increase	4% of Base (380)	365.00

The following information is derived from Association Exhibits 1 - 10 inclusive:

Table I

COMPARISON OF PECATONICA SALARIES TO SALARIES IN
STATE LINE ATHLETIC CONFERENCE DISTRICTS

	<u>1977-1978</u>		<u>1978-1979</u>	
	BA/BS Min	Rank	BA/BS Min	Rank
District				
Highest	9,100	1	9,600	1
Pecatonica Bd.	9,050	4	9,525	6
Assn.	9,050	4	9,500	6
Lowest	8,700	9	9,100	9
Average Excl. Pecatonica	8,973		9,475	

Table I continued

	<u>1977-1978</u>		<u>1978-1979</u>	
	BA/BS Max	Rank	BA/BS Max	Rank
Highest	13,068	1	13,716	1
Pecatonica	12,110	5		
Bd.			12,810	4 or 5*
Assn.			12,920	4 or 5*
Lowest	11,100	9	11,500	9
Average Excl Pec.	12,027		12,820	
	MA/MS Min	Rank	MA/MS Min	Rank
Highest	10,350	1	10,800	1
Pecatonica	9,675	7		
Bd.			10,225	7
Assn.			10,450	4
Lowest	9,400	9	10,060	9
Average Excl Pec.	9,954		10,456	
	MA/MS Max	Rank	MA/MS Max	Rank
Highest	14,680	1	15,651*	1
Pecatonica	13,615	7		
Bd.			14,605	8
Assn.			15,016	5
Lowest	13,300	9	14,300	9
Average Excl Pec.	14,145		15,054	
	Sched. Max	Rank	Sched. Max	Rank
Highest	15,293	1	16,159	1
Pecatonica	13,740	8		
Bd.			14,745	9
Assn.			15,200	6
Lowest	13,610	9	14,745	9
Average Excl Pec.	14,463		15,296	

The following was derived from Association 11-A and the District Brief:

Table II

DIFFERENCE BETWEEN AVERAGE SALARY IN STATE LINE ATHLETIC CONFERENCE AND PECATONICA OFFERS FOR 1977-78 AND 1978-79

Step	1977-78 Difference	1978-79 Difference		Gain (Loss)	
		<u>Dist. Offer</u>	<u>Assn. Offer</u>	<u>District</u>	<u>Assn.</u>
BA/BAS Minimum	+ 77	+ 50	+ 25	(27)	(52)
BA/BA Maximum	+ 33	- 10	+100	(43)	67
MA/MS Minimum	-279	-231	- 6	48	273
MA/MS Maximum	-530	-449	- 44	81	484
Schedule Maximum	-723	-551	- 96	172	627

*Depends on settlement at Monticello

The following table is derived from Association Exhibits 12-A to 16-B inclusive:

Table III

RANK OF PECTONICA ASSOCIATION AND DISTRICT OFFERS FOR 1978-79 WITH DISTRICTS IN A 35 MILE RADIUS OF PECTONICA DISTRICT

District	BA/BS Min	Rank	BA/BA Max	Rank
Highest Pecatonica	10,050	1	14,400	1
Dist.	9,525	16	12,810	15
Assn.	9,500	17	12,920	15
Lowest	9,100	29	11,000	29
Average	9,508		12,933	
	MA/MS Min	Rank	MA/MS Max	Rank
Highest Pecatonica	11,101	1	17,862	1
Dist.	10,225	20	14,605	22
Assn.	10,450	12	15,010	19
Lowest	9,450	29	13,383	29
Average	10,412		15,498	
	Sched Max	Rank		
Highest Pecatonica	18,895	1		
Dist.	14,745	24		
Assn.	15,200	21		
Lowest	13,383	29		
Average	16,096			

The following chart shows the ranks of the Pecatonica offers as compared with the list of state-wide districts the Association considers comparable. There were 50 districts involved as K-12 schools. These are from Association Exhibits 17-A to 21-B inclusive.

CHART 3

Step	District Rank	Association Rank
BA/BS Min.	13	12
BA/BS Max.	34	33
MA/MS Min.	30	17
MA/MS Max.	34	25
Sched. Max.	35	26

The following information is derived from Association Exhibits 22-A to 26-B and show the rank of the Pecatonica offers with State schools with 40 full-time teacher equivalency or less. 81 schools were involved.

CHART 4

Step	District Rank	Association Rank
BA/BS Min.	47	48
BA/BS Max.	64	63
MA/MS Min.	59	42
MA/MS Max.	64	49
Sched. Max.	64	50

As to the use of percentages for an increase between lanes and the increment, Association Exhibit 11-B said that two of eight contracts in the State Line Athletic League use percentage in increases in the lanes and six contracts provide for using a percentage (4% in all cases) in increases in the increments. However in some of the districts the four percent increase was lowered to a one percent increase in the upper increments.

District Exhibit 11 A-C provided some of the same information as found in Table I as to bases, minimums and maximums and top salaries. However it contained some additional information which is given here.

Table IV

STATE LINE CONFERENCE LANES,
STEPS IN LANES, AND LANE INCREASES

District	Lanes	Steps	Yearly Inc.
Albany	BA	7*	4%
	+ 6	10	4%
	+12	11	4%
	+18	12	4%
	MA	12	4%
	+12	12	4%
Argyle	BA	9	\$350
	+ 6	11	350
	+12	12	350
	+18	13	350
	+24	14	350
	MA	14	350
Barneveld	BA	8*	300
	+ 8	9	300
	+16	10	300
	+24	11	300
	MA	12	300
	+ 9	13	300
	+18	13	300
	+27	13	300
Belleville	BA	11*	4%
	+12	12	4%
	+24	13	4% (a)
	+30	14	4% (a)
	MA	15	4% (a)
Black Hawk	BA	9*	4%
	+ 6	9	4%
	+12	10	4%
	+18	10	4%
	+24	10	4%
	MS	11	4%
	+ 6	11	4%
	+12	11	4%

*Indicates salary schedule starts at step zero.

(a) The 4% increment changes to a 1% increment starting at step 13.

Table IV continued

District	Lanes	Steps	Yearly Inc.
Juda	BA	11*	4%
	+ 6	11	4%
	+12	11	4%
	+18	11	4%
	+24	11	4%
	MA	11	4%
	+ 6	11	4%
Monticello Dist.	BA	9*	4% thru
	+ 6	10	Step 7, 3%
	+12	11	thru Step 12
	+18	12	
	+24	24	
	MA	12	
	+15	12	
Assn.	BA	9*	4%
	+ 6	10	4%
	+12	11	4%
	+18	12	4%
	+24	12	4%
	MA	12	4%
	+15	12	4%
New Glarus	BA	10*	4%
	+12	10	4%
	+18	10	4%
	MA	12	4%
Pecatonica Dist.	BA	10	\$365
	+ 6	10	365
	+12	11	365
	+18	11	365
	+24	12	365
	MA	13	365
	+12	13	365
Assn.	BA	10	4%
	+ 6	10	4%
	+12	11	4%
	+18	11	4%
	+24	12	4%
	MA	13	4%
	+12	13	4%

District Exhibit 13 showed that the highest increase in the State Line Conference from the 1977-78 year to the 1978-79 year for the BA base was \$640, attained by one school. Three schools gave an increase of \$500. The District offer was an increase of \$475 while the Association itself was offering \$450.

The following information is derived from District Exhibits 14-19 inclusive:

*Indicates salary schedule starts at step zero.

Table V

RANK OF PECATONICA WITH RESPECT TO SALARIES AT SELECTED LEVELS
IN THE STATE LINE CONFERENCE FOR 1977-1978 AND 1978-1979

1977-1978

District	BA Base				MA				Highest Max.			
	Bot.	Rank	Top	Rank	Bot.	Rank	Top	Rank	Bot.	Rank	Top	Rank
Highest	9,100	1	13,068	1	10,350	1	14,680	1	10,620	1	15,293	1
Pecatonica	9,050	4	12,110	5	9,675	7	13,415	8	9,800	5	13,540	6
Dist.												
Assn.												
Lowest	8,700	9	11,100	9	9,406	9	13,300.	9	9,500	6	13,540	6

1978-1979

Highest	9,600	1	13,536	1	10,810	1	15,487	1	11,200	1	16,159	1
Pecatonica												
Dist.	9,525	4	12,810	5	10,225	7	14,605	8	10,365	5	14,745	6
Assn.	9,500	5	12,920	5	10,450	6	15,010	5	10,640	5	15,200	5
Lowest	9,100	9	11,500	9	10,060	9	14,300	9	10,200	6	14,745	6

The following chart is derived from District Exhibit 21 and relates to teaching experience in the State Line Conference in 1978-1979:

CHART 5

<u>District</u>	<u>Average Years Experience</u>	<u>Local Rank</u>	<u>Average Years Total Experience</u>	<u>Rank</u>
Lowest	4.9	9	6.7	
Pecatonica	8.5	Tied for 2	11.5	7
Highest	8.7	1	12.4	9

District Exhibits 32 and 33 were printouts of salaries paid in Cooperative Educational Service Agency 14 (CESA 14) which lies west of the Pecatonica District. From the voluminous data one ascertains that at the BA level, the districts with an offer of a base salary of \$9,525 are exceeded by only four of the 24 CESA districts. The Pecatonica District with an MS starting salary of \$10,225, is exceeded by ten of the 24 CESA districts.

The Association Position of Salaries. The Association holds that its exhibits show that the salaries paid in Pecatonica are far behind the top salaries and barely at the average or below the average of salaries paid to teachers in the conference. If the District's offer were accepted, the only salary that would be beyond the average would be at the BS minimum. The Association says that the reason why the Pecatonica salaries lag is that in other districts the lanes representing higher qualification are reached by a percentage increase, and teachers in other systems can reach a higher earning potential.

The Association disputes the contention of the District that the District offer is superior, because it continues to maintain relative rank of the District compensation from 1977-1978 year to the 1978-1979 year. The Association says that this type of argument is not justified if it keeps compensation low. Other districts have made substantial changes in rank.

The Association also says that there is a trend in other districts to use a percentage increase in "qualification" increases (lanes).

The District's Position on Salaries. The District contends that, first, it cannot meet the offer of the Association because of limitations of the DPI. Second, it is making a proper effort to pay wages in view of the fact that its wage offer maintains the same relative status of Pecatonica in the State Line Athletic Conference with other schools. In its Brief, the District pointed to Association Exhibit 11-A (See Table II here) and notes that the Association offer causes the beginning teachers to lose wages, on a comparative basis, but provides substantial gains at the top level taking the District out of its relative positions. The Association offer in effect provides drastic slippage, in its own language, for the beginning teachers. The District says that in Exhibit 11-A, the Association did not present the full picture, because it would have shown the substantial increases it was imposing on the District.

The District also says that Association Exhibit 11-B on whether conference districts use a percentage arrangement, does not demonstrate this fact at all. No district utilizes the arrangement proposed by the Association, and two districts do not have a full four percent increase as characterized by the Association.

The District further says that there are two significant factors in favor of the District offer. One is that the District offers the second greatest number of credit lanes, and the other is that it offers the greatest number of average increments with 11.4 increments. This incremental structure is to encourage teachers to stay and that this has been achieved is shown in the fact that Pecatonica teachers have the second highest number of years of local teaching experience (See Chart 5).

The District also says that the incremental structure of the salary schedule represents a philosophy of compensation arrived at by the parties over the years and deals with the relative value of education and experience. A proposal to change such a schedule should not be dealt with lightly and is best left to negotiations. The District cites Arbitrator Krinsky in School District of Barron (WERC Case XII No. 22481 MED/ARB-14 Dec. No. 61276-A, Nov. 9, 1978).

The District disputes the value of the exhibit of the Association dealing with schools in a 35-mile radius, because with only one year of data, it is impossible to tell whether the Pecatonica District position is improving relatively. Further in its state-wide lists, the 18 of the 24 districts listed do not offer the fringe benefits given in Pecatonica.

The District says that its Exhibits 32 and 33 which describe salaries in CESA #14 show that the offer of the Pecatonica District is comparable to the CESA #14 districts, some of which are much larger.

Discussion. The evidence derived from the exhibits leads to the conclusion that the basic comparison to be used is that of Pecatonica with the State Line Conference districts, but that there is some validity also to the comparisons of the schools in the 35 miles radius used by the Association and the CESA #14 District Comparison used by the District. These latter two tend to balance each other out. However, taking the State Line Conference and observing Table V, it is apparent the District is attempting to hold the line in relative status while the Association is lowering the rank at the BA Base and attempting to improve it at the higher levels. The District argues that the structure which results in this ranking should not be changed as it represents a philosophy of what the relative status should be between teachers in the early steps and teachers of some experience; and it justifies its position on the grounds that the District has a relatively high level of teachers staying in the District.

It is the arbitrator's conclusion based on a study of Tables I and V, that the District offer tends to lag behind in the higher levels with its new offers. The District in effect argues that it need not provide higher levels, because it tends to retain its teachers. The arbitrator, however, believes that while the District offer meets the requirement for comparability in the lower ranges, it is not meeting the statutory guidelines on comparability as well as the Association offer meets those guidelines in the higher ranges, and therefore the Association offer has the greater weight.

In expressing this judgment, the arbitrator is not expressing an opinion of the merits of the incremental structure of the Association salary structure with its across-the-board percentage increases as compared to the District's salary structure. The determining factor here is the results in dollars paid, and under this consideration, the District needs to face the problem of some "catch-up" in the compensation of higher qualified teachers.

XI. EXTRA-CURRICULAR SALARIES.

A comparison of the offers on extra-curricular salaries are given here:

Table VI

COMPARISON OF OFFERS ON EXTRA-CURRICULAR SALARIES, PECATONICA DISTRICT

Title		Offers
9.28 Head Baseball	Dist.	\$350 + \$15/yr. for 7 yrs.
	Assn.	400 + 15/yr. for 7 yrs.
9.29 Boys Track	Dist.	350 + 15/yr. for 7 yrs.
	Assn.	400 + 15/yr. for 7 yrs.
9.32 Boys Asst. Wrest.	Dist.	350 + 15/yr. for 7 yrs.
	Assn.	375 + 15/yr. for 7 yrs.
9.33 Boys Jr. H. Wrestling	Dist.	450 + 15/yr. for 7 yrs.
	Assn.	475 + 15/yr. for 7 yrs.
9.42 Girls Track	Dist.	350 + 15/yr. for 7 yrs.
	Assn.	400 + 15/yr. for 7 yrs.
9.43 Girls Basketball	Dist.	700 + 25/yr. for 7 yrs.
	Assn.	700 + 25/yr. for 7 yrs.
9.64 Musical Assistant	Dist.	75
	Assn.	100

Both the District and the Association made comparisons of the offers on the parties on this issue as compared to offerings in the State Line Conference. The Association also compared schools in the 35 miles wide area and on a state-wide basis similar to its comparisons on base salaries. The method of making comparison was to compute an average salary by averaging the lowest and highest steps and then comparing this result with the average salary proposed by the parties in Pecatonica. The following table shows the differences in the various offers obtained by this method and is derived from Association Exhibits 27 to 29 and District Exhibit 27.

Table VII

COMPARISON OF AVERAGE EXTRACURRICULAR PAYMENTS FOR SELECTED DUTIES
BETWEEN PECATONICA OFFERS AND STATE LINE CONFERENCE PAYMENTS
AND BETWEEN PECATONICA AND DISTRICTS WITHIN 35 MILE RADIUS

Title	State Line Conference		35 Mile Radius Districts	
	<u>Dist</u>	<u>Assn</u>	<u>Dist</u>	<u>Assn</u>
Boys Baseball	+ 64	+ 14	-237	-107
Boys Track	+ 94	- 5	-213	-163
Boys Asst. Wrestling	+ 5	- 20	-179	-154
Girls Track	+ 50	0	-175	-125
Girls Basketball	+ 20	+ 20	- 66	- 66
Musical Asst.	DNA	DNA	-396	-371
Jr. High Wrestling	+209	+184	+ 19	+ 44

+ Pecatonica Higher
- Pecatonica Lower

District Exhibit 27 showed that of the clearly defined or known average salaries offered in the State Line Conference, the District offer and the Association offer were both second highest in Boys Track and Boys Baseball, Girls Track and Girls Basketball, and both were highest in the wrestling assignments.

Association Exhibits 30-1 to 30-8 were computations made by an Association member on the hourly rate of pay for various extra-curricular positions. The following chart gives the hourly rates as calculated after inquiry from teachers of the time they claimed to have put in.

CHART 6

Title	Assn. Offer		Dist. Offer	
	Bottom	Top	Bottom	Top
Boys Baseball	2.20	2.77	1.92	2.50
Boys Track	2.50		2.18	
Asst. Wrestling	1.25		1.17	
Jr. H. Wrestling	5.05		4.80	
Girls Track (1 yr. experience)	2.59		2.28	
Girls Basketball (1 yr. experience)	2.90		2.90	
Musical Asst.	1.28		.96	

Position of the Association. The Association says the pay for extra duty assignments in the District and Conference is extremely low. It notes the low hourly rate and says that most rates are below the minimum wage of \$2.90. Teachers could earn more money working on the outside. Further schools outside the State Line Conference also make higher payments. Further there is the need to provide equity between the various kinds of extra-curricular duty, because some positions are compensated more than others although the duties are similar.

Position of the District. The District says that it is unusual to make comparison of salary outside the Athletic Conference, because the positions in question related to the purpose of the Conference. The District's proposal is the most reasonable in the area as shown by the Association's own exhibit. Further there is declining participation as testified to by the Administrator, and the Assistant Wrestling Coach is a position never filled.

The District says that the estimates of costs in District Exhibit 30 are self serving, and the teachers who were questioned about time worked can put in whatever hours they believe reasonable. A flat rate is negotiated for the entire activity without regulation of hours. Further, there is no way of comparing the claimed rates per hour that the Association developed with rates in other districts. One position, the Assistant Wrestling Coach, the District does not intend to fill, and it intends to make junior high sports intramural because of costs.

Discussion. The arbitrator believes from an examination of Table VII, (State Line Conference comparisons) and from District Exhibit 27 that the District offer on extra-curricular wages is favorable and meets the guideline of comparability with other schools in the Conference. Conference comparability is the main form of comparison applicable here, and on this basis it carries more weight than the arguments for an improved hourly wage, or even comparisons between classifications.

XII. COMPARISON WITH OTHER EMPLOYEES. Association Exhibit 38, A, B, and C asserted the following contentions:

a. Four Blanchardville Village employees were granted an 8.5% increase on wages on January, 1979.

b. American farm operators gained \$21.45 per week in real pay in 1978 while American school teachers lost \$10.08 per week. The District made no comparisons with employees other than teachers.

Discussion. The subject of comparability of wages of others, while slightly favorable to the Association offer is insufficiently documented to draw a firm conclusion. There are only four village employees, and the information on farm wages was not shown to be specifically applicable to the Pecatonica District.

XIII. COST OF LIVING. Association Exhibit 35 A states that the overall Consumer Price Index rose 9% in 1978 while the District's final offer increases salaries to 7.0% and the Association offer increases salaries to 8.45% on the average. Association Exhibit 36 asserts that the CPI rose 1.3% in January 1979 and 1.0% in February 1979 among other items while food and gasoline prices rose more. Association Exhibit 37 A reports that the period of inflation from 1974-1979 eroded buying power 42% and that food rose 123% in the period from 1967 and 1979.

District Exhibit 30 showed that the CPI index rose 7.86% from August 1977 to 1978.

Association Exhibit 33 A holds that the percent increase of the District proposal amounts to a 7.0% increase and that of the Association a 8.45% increase.

The Association's Position. The Association holds that the District offer falls excessively below the cost of living increase for 1978 and is also below the cost of living increase shown in its own exhibit where the CPI from August 1977 to August 1978 amounted to 7.86%. The teachers have now had no raise since 1977 when the raises were given to offset the previous year's increase. Now they have suffered through a 9% increase in 1978 and an 11% annual rate increase in 1979. Moreover, taking the 7.85% increase used by the District, the Association offer departs from that figure less than the District offer.

The District's Position. The District holds that its position more nearly conforms to the wage-price guidelines mentioned before, and therefore this is in the interests of the public.

Discussion. The matter of the effect of wage and price guidelines has been discussed earlier, and the arbitrator did not find that the Association offer was to be rejected under this category of consideration. The matter then of changes in the cost of living will then be treated independently. The Association argument of the CPI rise for the calendar year of 1978 and the rate of increases in 1979 is not fully valid. The matter here involves an agreement which was intended to begin in September 1978. On this basis the norm proposed by the District of 7.86% as the CPI rise is to be preferred. However, in the use of this norm the Association offer appears to deviate less from it than the District, and there is a slight weight in favor of the Association on the use of this guideline.

XIV. OVERALL COMPENSATION. Association Exhibit 33 A gives the overall costs of the offers of the District as \$504,441.21, or an increase of 7.0% over the 1977-78 costs of \$471,466.32. It gives the Association costs of \$511,280.14, or an increase of 8.45%. The difference is \$6,838.93. The arbitrator, from studying Association Exhibits 33 A, B, and C, and 34 A and B is uncertain of the exact validity of these claims because the figures used for the various components do not jibe between the exhibits. Exhibit 33 A uses a figure of \$391,716 as the salary costs for 1977-78. This figure appears to be transposed in Association Exhibit 34 A. Extra-curricular costs for 1977-78 are listed in Association 33 A as \$12,075.00 and in Association 34 A as \$12,975.00. "H/H Insurance" for 1977-78 is apparently missing from Association 33 A and is displaced by the cost of long term disability insurance. Yet a total of \$471,446.32 is given in Association 33 A for 1977-78. The arbitrator attempts to reconstruct these costs from figures he believes most probable between Association 33 A and 34 A.

CHART 7

<u>Item</u>	<u>1977-1978 Costs</u>
Salary Schedule	\$391,716.00
Extra-curricular	12,075.00
STRS Employee	21,189.55
Social Security	24,429.35
H/H Insurance	21,219.36
Life Insurance	<u>1,817.06</u>
	\$472,446.32

Another matter of concern to the arbitrator is the total costs for 1978-1979 of the salary proposals for the various offers. The District furnished no figures for these costs. Association Exhibit 33 C costs out the proposals and gives the salary cost of the Association proposal as \$429,390 and the salary cost of the District proposal as \$423,464. Yet Association 33 A uses the figures of \$423,880 and \$417,971 respectively. Using the two different calculations gives different results in percentage increases. Association Exhibit 33 A gives the total costs of the offers as \$511,280.14 for the Association offer and \$504,491.21 for the District which it contends represents 8.45% increases and 7.0% increases respectively. The arbitrator for his own edification made the following calculations:

CHART 8

	District	Association
Total Costs from Assn. #33 A	\$504,491.12*	\$511,280.14
1977-78 Costs (from Chart 7)	472,446.32	472,446.32
Increase	32,044.80	38,833.82
Percent Increase	6.78%	8.2%

*Assn. 33 A has a total of \$504,441.12

If the figures of salary costs for 1978-79 as shown in Association 33 C are used, and a factor of 20.6% for roll-up experience as shown in Association 33 A, then the calculations would be something like this:

CHART 9

Total Costs using Assn. #33 C	\$511,116	\$517,853
1977-78 Costs	472,446	472,466
Increase	38,670	45,407
Percent Increase	8.19%	9.61%

(Association Exhibit 34 A calculates the costs to be calculated under the wage and price controls with certain exemptions allowed in the calculations bringing the figures to only a 6.84% increase. However, there are some differences in entries between this exhibit and 33 A as to the 1978-1979 costs. ((E.G.: Association salary of \$423,880 as compared to Exhibit 34 A of \$421,270 without increments.)) How these differences arise is not shown since the calculations without increment is not made at this place. However, using the figures in place on 34 A and correcting, transposing, and adding errors, the arbitrator calculates that the percent increase comes to 6.63% which also would be under the voluntary guidelines.)

District 34 A and B and 35 A and B are calculations of the District as to its salary costs just for returning teachers. The following table is a summary:

Table VIII

SALARY COSTS FOR RETURNING TEACHERS FOR 1977-1978 AND 1978-1979
AS COMPUTED BY THE DISTRICT
INCLUDING THE SALARY OF EMPLOYEE MASSEY

<u>Year</u>	<u>District</u>	<u>Association</u>
1977-78	\$369,315	\$369,315
1978-79 Offers	400,290	406,520
Increase	30,975	37,205
% Increase	8.4%	10.07%

The Association contends that Employee Massey is an administrator. This employee's salary was \$13,615 in 1977-78, and under the District offer for 1978-79 would increase to \$14,605. Under the Association offer it would increase to \$15,010. The District notes that this employee's salary has always been carried as a teacher salary. The failure of the Association to include this salary in its calculations of Available Funds and Needed Funds (Ex. 39) understates the costs of teacher salaries by \$15,010, and the figure needed should be \$452,165 instead of \$437,155.

District Exhibit 22 was one of six districts in the conference which paid 5% toward the employee's share of STRS. Of the similar four districts in Iowa, Lafayette and Green County used for comparison, two of the four districts paid 5%. District 24 showed that Pecatonica was one of five districts paying full costs of health insurance. Three of five districts compared in the adjacent counties paid full health insurance costs (District 25). Pecatonica offers no life insurance whereas five State Line Conference school districts do, but Pecatonica is the only one offering long-term disability (District 26).

The Association's Position. The Association says that the District Exhibits #22-25 do not show that the Pecatonica teachers are significantly advantaged over others, and also the use of the word "Full" to indicate payment on health insurance does not disclose that 11 of 14 districts used by the District pay larger premiums. The Association says that salary plus insurance and retirement paid the Pecatonica teachers remains at or below the average of compensation in other districts in the conference, or any other comparison group. Therefore the Association offer is superior.

The District's Position. The District says its position is especially reasonable when comparison of total compensation is utilized and the percentage increases in salary for teachers are studied.

Discussion. In the matter of fringe benefits, the arbitrator judges that the effort made by the District in fringes is adequate and comparable to what is being offered in the State Line Conference, if not in dollar value, yet in terms of not imposing costs on the teachers especially in health insurance. As to the District's contention that if its percentage increases

for returning teachers are considered, this makes its offer the more acceptable. It should be noted that the compensation of returning teachers is relatively good when considered in terms of both percentage increase on base salary plus increment. However, this is offset by the entrance of new teachers who usually come in at lower levels, and therefore the valid comparison is that which must be made on total salary increase. What these exact increases being proposed are is uncertain owing to the Association presenting two different figures as to what the costs will be, as shown in Association 33 C and 33 A, and the District not offering any information in this at all.

The arbitrator believes that his corrected calculation for Association #33 A is the best evidence about overall costs, and this justifies the estimate that the District total offer will cost between 6.8% and 7.0% and the Association's offer will cost between 8.25% and 8.45%. For reasons stated earlier on basic wages, namely that there is a need for the District to catch-up in the higher ranges, the arbitrator holds that the overall costs of the Association are reasonable and meet the statutory guidelines on comparability.

Concerning Employee Massey, it is the arbitrator's estimate that this salary could be absorbed in a readjusted budget, although it is late in the school year. Unfortunately no conclusive calculations were presented by either party on this matter.

XV. OTHER FACTORS, THE CALENDAR. The District in its proposal offered 180 teaching days, three holidays, seven in-service days, including March 23, 1979, and the last day of classes for a total of 190 days. It also proposed an Easter vacation on April 12, 13, 16, and 17. It further proposed snow make-up days on May 31 and June 1 with additional days at the discretion of the District. The Association proposal was for six in-service days, three holidays, and two teacher-parent conferences, one of which was to be on March 23, 1979. This day was to be counted as a pupil contact day, making the total pupil contact time 179 days. Further there was the Association proposal that no snow make-up days would be taken from the Easter vacation. The District lost three days to inclement weather and three additional days due to water main and boiler problems. The District is not making up the days lost due to the water main breakdown, and thus already lacks two student contact days. The District is also desirous of ending the school year early in the summer, because it is in a predominantly rural district, and students are needed on the farms.

The Association made reference to Section 115.02 (1) (h) of the Wisconsin Statutes which permits up to five days of closing because of bad weather or parent-teacher conference days that will count as student contact days. Thus the 180 contact days can be reduced to 175, and these matters are subject to bargaining. Association Exhibit 31 shows that five State Line Conference schools provided for a reduction of contact days for the reasons of inclement weather or parent-teacher conferences, and it was done through bargaining. District Exhibit 29 A and B recites the experience of 1978-1979 snow make-up days in the State Line Conference. One district agreed to make up snow days to reach the required 180 contact days. Three districts made or will make up all snow days. One district will have days made up if necessary subject to bargaining. In two districts the first three snow days were not made up. In one district three snow days were to be made up and additional days determined in negotiations. In the Pecatonica offer, the District proposes two specific dates for snow make-up, with other ones at the discretion of the District. The Association does not take the discretion of make-up days from the District, but says no days should be taken from Easter vacation.

The Association's Position. The Association says that the District position is really a demand for a waiver on the right to bargain. This is a right which is a mandatory subject of bargaining, and up to five contact days can be reduced for parent-teacher conferences or inclement weather. The District wants full discretion in determining when days missed are to be rescheduled. The issue is not whether there should be rescheduling, but how it is to be accomplished, and the Association will not waive its right on this subject. Only in one State Line Conference district does the board have the full right to reschedule. The Association does not want its spring days sacrificed.

The District's Position. The District says that the issue of waiver of bargaining rights is not at issue. The very fact that the issue is before the arbitrator indicates that it is and has been bargained. The District however wishes to have 180 student contact days, and it wishes to identify dates on which the days to be made up can be made up both at the year end and during the spring recess, and it wants discretion as to whether all or part of the dismissed days are made up. The Association members cannot lose from this as they will only work the days for which they have been scheduled. The District holds that the majority of the conference district are not using parent-teacher conference days as student days, and this is for various reasons. Further it argues that four districts utilize make-up days during the spring recess.

Also the interests of the public in number of school days in actual teaching and the special interests of the rural public for an early closing must be considered. This, tied to the experience of unexpected breakdowns in the heating and water functions, makes the District proposal more reasonable.

Discussion. While the arbitrator holds that it is undesirable to shorten or curb the Easter vacation for make-up days, this argument of the Association is counterbalanced by its request for a reduction in pupil contact time in view of the experience of the District in mechanical breakdowns and in bad weather. In this case the interest of the public for adequate teaching contact days supports the contention of the District that its offer is the more reasonable one.

XVI. OTHER FACTORS. BARGAINING HISTORY. The District entered two exhibits, District 1 A, B and District 2 A, B, on the bargaining history. The first of these exhibits shows that a tentative agreement was reached between representatives of the parties in which among other things an agreement was reached on the salary schedule and the extra-curricular schedule and the calendar, while the Association would select days to be made up during the Easter recess. This agreement was not ratified by the Association. District 2 is a counteroffer of the Association made on or about September 19, 1978, in which the Association said that the salary schedule as proposed was acceptable, but proposed some changes in extra-curricular payments and in the calendar.

The District argues that the two different commitments on the salary schedule as proposed by the Association should be held to be an argument in favor of the District offer. From these two exhibits, the arbitrator gathers that the District's offer was originally acceptable to the representatives of the bargaining unit, but the members of the Association as a whole would not accept it, and would not be bound by their representatives' tentative agreement.

As to the second exhibit, the evidence is that the Association would accept the salary schedule if it were granted certain concessions in the extra-curricular schedule and the calendar. These proposals were not acceptable to the District. Again the matter was thrown open. The arbitrator therefore does not believe that the Association as a whole then was bound by its agreeableness to the District salary offer since this was a conditional agreement based on a quid pro quo. The Association apparently was unwilling to single out the salary matter for independent settlement. Thus the arbitrator is confined to looking at the "packages" offered by the parties.

XVII. SUMMARY. As a summary of the factors considered here, the arbitrator is of the following opinion:

1. Since the wage and price guidelines cited by the District are not mandatory but advisory only, and since the Wisconsin statutes governing the dispute call for comparability, the factor of comparability is predominant when it does not conform with the wage and price guidelines.

2. In the factor of comparability for salary, the Association offer is more reasonable in that the offer of the District tends to be low in the higher levels of teacher qualification.

3. In the offer for extra-curricular salary, the District offer is adequate and reasonable and competitive.

4. In the matter of the cost of living, it appears that the Association offer more nearly conforms to the rise in the CPI from August 1977 to August 1978.

5. In the matter of overall compensation, the District presented no information on total costs as to the bargaining unit demands. The Association presented cost estimates may be defective due to arithmetic and/or transposing. The true cost of the salary for 1978-79 is given in two different totals for each offer. The arbitrator, however, is of the opinion that the total cost for bargaining unit salaries for the District will be between 6.8% and 7.0% and the total cost for the Association offer will be between 8.2% and 8.45% and that the Association offer more nearly conforms to the CPI rise cited above.

6. As to the interests of the public and its ability to pay, the arbitrator believes that the District can meet the Association offer under Department of Public Instruction cost controls even if the salary of Employee Massey continues to be included in the salaries total attributable to bargaining unit employees; but this will require internal adjusting of the budget.

7. In the matter of fringe benefits, the District has a comparable set of benefits, and is not too far out of line with comparable districts.

8. In the matter of the calendar, the District's offer is more reasonable especially in view of its experience for the past season.

9. The predominant factors of the foregoing are comparability on salary, overall compensation, and rise in the CPI, and in all these the Association offer more nearly meets the statutory guidelines.

XVIII. AWARD. The 1978-1979 Agreement between the Pecatonica Area Schools and the Pecatonica Education Association should include the offer of the Association.

Travell P. Zedler
Mediator - Arbitrator
May 9, 1979