

In the Matter of Arbitration

Between

JOINT SCHOOL DISTRICT #2
CITY OF SUN PRAIRIE, et al.

and

SUN PRAIRIE EDUCATION ASSOCIATION

WERC CASE XXIII
No. 23402 MED/ARB-196
Decision No. 16780-A

AWARD

I. HEARINGS. Hearings in the above entitled matter were held on April 11, 1979, beginning at 4 p.m., and on April 12, 1979, beginning at 1 p.m. at the Royal Oaks Elementary School, 2215 Pennsylvania Avenue, Sun Prairie, Wisconsin.

II. APPEARANCES.

For the Association:

A. PHILLIP BORKENHAGEN, Director, Capitol Area Uni Serv-North,
6414 Copps Avenue, Suite 218, Madison, Wisconsin 53716

For the Employer:

JOHN T. COUGHLIN, Attorney, Mulcahy and Wherry, S.C., 110 E.
Main Street, Madison, Wisconsin 53703.

III. NATURE OF PROCEEDINGS. This is a matter of final and binding final offer arbitration between the Joint School District #2, City of Sun Prairie, et al, and the Sun Prairie Education Association. The proceedings are pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of the State of Wisconsin. The Association is the exclusive collective bargaining representative of the professional staff members, excluding the administrator, principals, social workers, school psychologists and certain other officials. The parties have been in collective bargaining since May 16, 1978, for a new collective bargaining agreement to succeed one which expired on August 10, 1978. On August 15, 1978, the Association requested the Wisconsin Employment Relations Commission to initiate mediation-arbitration pursuant to Section 111.70 (4) (cm) of the MERA. A Commission staff member met three times with the parties, and closed his investigation on December 18, 1978, reporting to the Commission that the parties remained at impasse. On January 22, 1979, the Commission concluded that an impasse existed under the meaning of Section 111.70 (4) (cm) 6, and ordered that mediation-arbitration be initiated. The parties selected Frank P. Zeidler as mediator-arbitrator, and the Commission issued an order on his appointment February 12, 1979.

A mediation session was held between the parties on April 11, 1979, at the Royal Oaks School, Sun Prairie, beginning at 9 a.m. At 3:00 p.m. the mediator-arbitrator on the advice of the parties heard that they could not resolve their differences, and with the agreement of the parties, supplied them with a written notice that a hearing in final and binding final offer arbitration would commence on April 11, 1979, at 4 p.m. at the Royal Oaks School.

At the hearing, testimony was taken and exhibits submitted on the final offers.

IV. FINAL OFFERS.

RECEIVED

JUL 5 1979


**WISCONSIN EMPLOYMENT
RELATIONS COMMISSION**

FINAL OFFER

SUN PRAIRIE EDUCATION ASSOCIATION

The Association proposes the provisions of the 1977-78 Master Contract Agreement between the Sun Prairie Education Association and the Sun Prairie School District Board, become the terms of the 1978-79 Master Contract with any/all stipulated agreements between the parties and the following amendments attached hereto, and as determined by the mediator/arbitrator, to be incorporated into the successor contract.


For the Association


Date

ARTICLE XX
COST OF LIVING ADJUSTMENT

(pp. 29-30)

The 1978-79 base salary will be \$9900. In addition, all individual salaries will be adjusted monthly to reflect increases in the national cost of living via the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W) as reported by the U.S. Bureau of Labor Statistics. A reading of the consumer price index will be taken the first day of every month. During the 1978-79 year there will be 12 readings taken. The June 1978 CPI reading will be used as the base. The first CPI reading for salary adjustment purposes will be the month of July 1978. Any increase in the July CPI reading will be reflected on the September 25, 1978 check. The last CPI reading will be taken for the month of June 1979 and any increase reflected on the August 25, 1979 check. It is agreed a maximum of 12% COLA is the limit set for the 1978-79 portion of the contract. It is also agreed that the 1978-79 CPI increase from July 1, 1978 to June 30, 1979 times the base salary of \$9900, OR \$10,593 (\$9900 x 1.07) whichever is the lesser, will determine the base salary for the 1979-80 contract year. An example of the CPI index to a hypothetical teacher's monthly checks is as follows:

September 25 check

July CPI reading increased .3 of one percent over the base reading.
September salary: \$1,000 + \$3.00 or \$1,003.00.

October 25 check

August CPI reading decreased .5 of one percent from July reading. Factor remains .3 of one percent. October salary same as September or \$1,003.00.

November 25 check

September CPI reading increased .5 of one percent from August reading. Factor remains .3 of one percent. November salary same as October salary or \$1,003.00

December 25 check

October CPI reading increased .5 of one percent from September reading. October factor .5 and July factor .3 equals December adjustment of .8 of one percent. December salary: \$1,000.00 + \$8.00 = \$1,008.00.

It is the understanding of the School Board and the SPEA that all services under contract will come under the cost of living adjustment and that the only exclusion would be jobs paid under an hourly wage.

JB

ARTICLE XXIII.
CONTRACT DURATION.

(p. 31)

The provisions of this agreement will be effective as of August 11, 1978, and shall continue and remain in full force and effect as binding on the parties until August 10, 1979.

SUN PRAIRIE EDUCATION ASSOCIATION

SCHOOL BOARD OF JOINT SCHOOL DISTRICT NO. 2, CITY OF SUN PRAIRIE, et al.

By _____
President

By _____
President

By _____
Secretary

By _____
Clerk

QB

APPENDIX A-1
Salary Schedule 1978-79

STEP	FACTOR	BASE	+6	+12	+18	+24	+30	MASTERS	+6	+12	+18	+24	+30
0	1.000	9900	9975	10050	10200	10350	10500	10950	11025	11100	11250	11400	11550
1	1.040	10296	10374	10452	10608	10764	10920	11388	11466	11544	11700	11856	12012
2	1.082	10712	10793	10874	11036	11199	11361	11848	11929	12010	12173	12335	12497
3	1.125	11138	11222	11306	11475	11644	11813	12319	12403	12488	12656	12825	12994
4	1.170	11583	11671	11759	11934	12110	12285	12812	12899	12987	13163	13338	13514
5	1.217	12048	12140	12231	12413	12596	12779	13326	13417	13509	13691	13874	14056
6	1.265	12524	12618	12713	12903	13093	13283	13852	13947	14042	14231	14421	14611
7	1.305	12920	13017	13115	13311	13507	13703	14290	14388	14486	14681	14877	15073
8	1.345	13316	13416	13517	13719	13921	14123	14728	14829	14930	15131	15333	15535
9	1.385	13712	13815	13919	14127	14335	14543	15166	15270	15374	15581	15789	15997
10	1.425		14214	14321	14535	14749	14963	15604	15711	15818	16031	16245	16459
11	1.465					15163	15383	16042	16152	16262	16481	16701	16921
12	1.505						15803	16480	16593	16706	16931	17157	17383
13	1.545									17150	17381	17613	17845
14	1.585										17831	18069	18307

The following contract provision on longevity will be effective only for the duration of the 1978-79 Master Contract Agreement: Those teachers who have taught so long as to be at the top of the salary schedule (years experience continuum) shall receive an annual increase of four percent (4%) plus cost of living as provided by this contract. The four percent (4%) shall be computed on the gross salary at the last step of the appropriate lane on the salary schedule and added to that person's present salary, or take the last step in the lane if that is greater, or four percent (4%) of their present salary if that amount is greater.

Base for 1978-79 - \$9,900, using the same schedule, all teachers will move an experience step on the salary schedule.

SUN PRAIRIE PUBLIC SCHOOLS
SCHOOL CALENDAR 1978-79 SCHOOL YEAR

- Monday, August 28.....Inservice meetings. All staff members report
- Tuesday, August 29.....first day of school for grades K through 12. All students in attendance for the regular school day.
- Monday, September 4....Labor Day. Legal Holiday.
- Monday, October 26...Wisconsin Education Association Convention
- Tuesday, October 27....Wisconsin Education Association Convention
- Monday, November 2...One-half day professional development/work day for all teachers, grades K-12. (Students will be in school during the morning.)
- Tuesday, November 23...Thanksgiving Day. (School dismissed Wednesday at the regular dismissal time.)
- Monday, November 24...No school.
- Friday, December 22...Last day of school before Christmas vacation. (School dismissed at the regular time.)
- Monday, January 3...First day of school following Christmas vacation.
- Monday, January 18...Last day of first semester.
- Monday, January 19....teacher professional development/work day (no students in school).
- Friday, February 23...SWEIU Convention. (No students in school.)
- Monday, March 26.....One-half day professional development/work day for teachers, grades K-12. (Students will be in school during the morning.)
- Monday, April 12....Last day of school before spring vacation. (School dismissed at the regular dismissal time.)
- Monday, April 23.....first day of school following spring vacation.
- Monday, May 28.....Memorial Day. Legal Holiday.
- Monday, June 6.....Last day of school for students (dismissed at the regular time).
- Thursday, June 7.....Professional development/work day for teachers. (Last day of school.)

SCHOOL YEAR INCLUDES:

- 180 face-to-face instruction days
 - 4 inservice/convention days
 - 3 legal holidays
 - 3 professional development/work days
- 190 TOTAL DAYS IN 1978-79 SCHOOL YEAR

QB

SCHOOL CALENDAR 1978-79 SCHOOL YEAR

(p. 44A)

Add statement to bottom of calendar:

Calendar Make-Up Days:

In the event school is closed due to an emergency or any other reason not specified herein, the Association agrees to make-up, at a time mutually agreed upon, those days necessary to guarantee the receipt of state aids.

For closing of school due to inclement weather, the first two (2) days shall not be made up. The third day missed and days missed thereafter will be re-scheduled at a time mutually agreed upon.

QB

Item	Agreement Page Ref.	Final Offer
------	------------------------	-------------

6 Calendar

Add to the existing calendar the following language:

- 1) In the event school is closed due to an emergency, inclement weather, or any other reason, students and teachers will make up all such days on agreed to Saturdays or, as necessary, extending the school year.

JTC

12-11-12

FINAL OFFER BY THE SCHOOL BOARD TO MODIFY THE MASTER CONTRACT AGREEMENT

Item	Agreement Page Ref.	Final Offer
------	------------------------	-------------

7 Page 29

Delete from Article XX - Cost of Living Adjustment, that language which would cause the 1978-79 COLA increase (from July 1, 1978 through June 30, 1979) to automatically create a new base salary which would determine the beginning point for negotiations for the 1979-80 contract (removing the COLA roll-up impact on the base) and add the following language:

COST OF LIVING ADJUSTMENT

The 1978-79 base salary will be determined as a result of the 1977-78 CPI increase from July 1, 1977 to June 30, 1978, times the base salary of \$9,200.

In addition, all individual salaries will be adjusted monthly to reflect increases in the Consumer Price Index, Urban Wage Earners and Clerical Workers as reported by the U. S. Bureau of Labor Statistics. A reading of the consumer price index will be taken the first day of every month. During the 1978-79 year there will be 12 readings taken. The June 1978 CPI reading will be used as the base. The first CPI reading for salary adjustment purposes will be the month of July 1978. Any increase in the July CPI reading will be reflected on the September 25, 1978, check. The last CPI reading will be taken for the month of June 1979 and any increase reflected on the August 25, 1979, check. It is agreed a maximum of 12% COLA is the limit set for the 1978-79 portion of the contract. It is agreed that the actual average wage and cost of living earnings over the term of the contract on the BA base, Step 0, of the salary schedule shall serve as the basis for negotiations for any successive master contract, not the last monthly salary earned multiplied by 12. For example:

Beginning Base Salary \$9,872
 Annual Cost of Living Increase 7.0%*
 Actual Average Cost of Living Earnings 3.5% or \$346*
 (total of 12 month CPI changes divided by 12)
 Beginning point of negotiations 1979-80 (\$9,872 + \$346 = \$10,218)*

* Estimated

FINAL OFFER BY THE SCHOOL BOARD TO MODIFY THE MASTER CONTRACT AGREEMENT

Item	Agreement Page Ref.	Final Offer
------	------------------------	-------------

8 Salary Schedule

The School Board is offering the incremental step to those teachers on the salary schedule. The School Board is also offering a beginning salary determined as a result of the 1977-78 CPI increase from July 1, 1977 to June 30, 1978, times the base salary of \$9,200. Teachers off the salary schedule will be given a raise based on the formula which is found at the bottom of the 1977-78 salary schedule.

12/15/78
JTL

V. FACTORS CONSIDERED.

Section 111.70 (4) (cm) 7 states:

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

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

VI. THE LAWFUL AUTHORITY OF THE PARTIES. There is no issue here of the lawful authority of the Employer to meet either offer.

VII. STIPULATIONS OF THE PARTIES. The parties presented Joint Exhibit 2 which listed a substantial number of changes to the existing agreement that the parties had agreed to on or prior to December 18, 1978. Further, during the hearing, the parties stipulated that the issue of contract duration was no longer an issue. The contract is to be in effect from August 11, 1978, to August 10, 1979. Further the Board offer that the increment to those on schedule and the increase for those off schedule would continue as under the previous formula in the contract.

The issues of base salary, cost of living adjustment and make-up days for inclement weather are left.

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

As will be seen later in this decision, the difference between the parties in cost of offers is small. The Board is not arguing inability to pay, but unwillingness to pay on the grounds that the Cost of Living Adjustment (COLA) proposal puts the Board in an escalating position, reduces its flexibility in negotiation, and results in large and unjustified increases. The Board, however, introduced some exhibits which are tantamount to a contention of restricted ability to pay.

Board Exhibit 50 showed that there was an increase of 11.9% in the dollar cost in the mill rate in 1978-79 over 1977-78 for the district. However, the mill rate itself declined during that period from 13.467 mills to 12.74 mills. Board Exhibit 51 was a letter to the District Administrator of Sun Prairie Schools that while the Board's appeal to have a sum of \$364,898.00 for exemption from cost controls was granted, the Board's budget still remains \$110,611.00 in excess of control limitations.

The Association contends through its Amended Exhibit 44A and through Ex. 44E, that the Board has provided in its budget to meet the costs of the Association proposal. The Association says that its exhibits on cost differences (Assn. 39, 40, 51) show a slight difference of 0.098% in totals. Carrying the Association's proposal into the next year would again produce only a slight difference in increase of 1.34% (Assn. 56). This is because the Association has put a lid on its proposal. Further the Board in the past concurred in the position held by the Association on application of COLA. The Association further argues that the Board did not apply self-discipline and austere management in paying administrative salaries. The Board in its brief dealt at some length on the SPEA's position on its method of financing and managing the district. It called the SPEA evidence immaterial and irrelevant.

Discussion. There is no issue here of ability to pay either offer, even though the parties argued it. There is an issue, however, of the interests and welfare of the public. This is the issue raised by the Board that the Association's offer places the Board into an inflexible bargaining position in the future so that excessively high cost settlements will result. This issue will be addressed under the guideline of comparability.

IX. COMPARISON OF WAGES, HOURS AND CONDITIONS.

A. Comparable Districts.

The matter of wages in this case also involves the application of a COLA principle, so that the matter of change in base wages and the matter of how to apply a COLA are two somewhat separate issues. The effect of total take-home pay with COLA must be compared with base wages in school districts without COLA as part of the analysis. This brings the matter, then, first to the list of comparable districts. The following table is derived from the parties exhibits and gives some characteristics of the districts used for comparison.

TABLE I

LIST OF SCHOOL DISTRICTS LISTED BY THE PARTIES FOR COMPARISON
AND SELECTED CHARACTERISTICSASSOCIATION LIST

<u>District</u>	<u>78-79 Classroom FTE</u>	<u>Total FTE</u>	<u>78-79 Pupil Count (ADM)</u>
Beaver Dam	188.15	211.15	3,318
Fort Atkinson	165.30	189.30	2,494
Middleton	237.65	258.15	3,670
Monona Grove	147.46	157.46	2,373
Monroe	166.00	179.00	2,714
Oregon	153.78	168.08	2,704
Sauk Prairie	140.22	154.72	2,395
Stoughton	194.50	212.00	3,009
Sun Prairie	264.37	289.87	4,242
Watertown	195.50	218.05	3,550

BOARD LIST

<u>District</u>	<u>78-79 FTE</u>	<u>78 Fall ADM</u>	<u>77-78 Equal Value/ Pupil</u>	<u>77-78 Gen. Fund Disb./Pupil</u>
Columbus	81	1,149	119,924	1,852
DeForest	125	2,123	80,677	1,387
Lodi	85	1,374	84,365	1,785
Madison	1,750	25,716	114,579	2,151
Marshall	53	891	61,440	1,480
Middleton	247	3,681	88,162	1,988
Monona Grove	147	2,378	85,463	2,432
Oregon	156	2,704	61,311	1,657
Sauk Prairie	149	2,407	82,745	1,704
Stoughton	198	3,016	78,797	2,011
Waunakee	109	1,767	76,372	1,801
Sun Prairie	274	4,269	61,574	1,833

The Association list is composed of some schools from the Badger Athletic Conference of which Sun Prairie was formerly a member, although Sun Prairie is now a member of the Big 8 Conference. Two school districts, Beaver Dam and Watertown, are included within a 35-mile radius.

The Board list consisted of the larger schools in the Madison area. Board Exhibit 1 was the decision of Fact Finder Krinsky in a matter between the schools relating to wages. The Fact Finder said that the comparison should combine size and geographical proximity, although other factors may be relevant. He then selected the districts of Stoughton and Middleton as most comparable.

The Association's Position. The Association says that its list of comparables is more appropriate and meaningful than the Boards, because it is based on long-standing principles of geography, size and competitive character. Athletic conferences have long been used as a basis of comparison and so have schools of similar size within geographic location. It contends that the Board, although subscribing to these principles, contradicts them by its list of comparables, and even includes urban Madison. The Board's range of teachers and pupils is excessive.

The Board's Position. The Board says that it chose all of its list for geographic proximity to Sun Prairie, six of which are contiguous to Sun Prairie. The districts of Stoughton and Middleton were selected by the Fact Finder, and he also considered three other districts as comparable, Monona Grove, Oregon and Sauk Prairie. The Board included Madison to show the maximum level of compensation in the area. The Board did not include Fort Atkinson and Monroe, because there were suitable districts for comparison inside of Dane County, and Watertown and Beaver Dam were excluded because of distance.

Discussion. A review of Table I reveals that Sun Prairie is difficult to compare on a basis of full time equivalent teachers. It is in the 270 FTE range with only one district, Middleton (247 FTE), near it. There are several districts with around 190 FTE - Stoughton, Watertown and Beaver Dam. Then there is a group of schools with lower ranges above 100 FTE; and some which are distinctly rural or small city in character. Neither of the lists satisfies this arbitrator. He regards as most comparable Middleton, Stoughton, Oregon and Monona Grove, the latter because it, too, is under the influence of the Madison metropolitan region, being among the larger districts. Districts like Sauk Prairie, Lodi, Waunakee, De Forest and Columbus being considerably smaller are least comparable. Beaver Dam, Watertown and Fort Atkinson have some value for comparison because of their larger size, but they are farthest from the Madison influence.

The parties argue their case from their list of comparables and are comparing some different things thereby. However, the arbitrator finds some useful purpose in both lists, and will apply them as appropriate.

B. Nature of the Salary Offers.

The wage offer of the SPEA is for a base salary of \$9900 on the current schedule, and the offer of the Board is for a base of \$9872 on the current schedule. The structure of the schedule provides for 12 lanes from BA to Masters + 30, with increments between lanes ranging from \$75 to \$450, but generally at \$150 within the BA and MA range. As to the steps in each lane, they increase in payment by 4% over each previous step.

In addition teachers at the top of the salary are eligible for a 4% increase over the top of the schedule, figured in three different ways, a description of which is not critical to the matter here. A dollar amount added to the BA base produces increasingly more money at the higher steps and lanes.

In addition to the proposed changes in the dollar value of the base, the parties each are proposing that monthly salary adjustments be made in response to increases in the Consumer Price Index. The formula which each party proposes is the same as in the 1977-78 Agreement:

"In addition, all individual salaries will be adjusted monthly to reflect increases in the national cost-of-living as reported by the U.S. Bureau of Labor Statistics. A reading of the Consumer Price Index will be taken the 1st day of every month. During the 1977-78 year, there will be 12 readings taken. The June 1977 CPI reading will be used as the base. The first CPI reading for salary adjustment purposes will be the month of July 1977. Any increase in the July CPI reading will be reflected on the September 24, 1977 check. The last CPI reading will be taken for the month of June 1978 and any increase reflected on the August 25, 1978 check."

The Board pays salaries monthly. Under the 1977-78 agreement, the check of August 25, 1978, which was the maximum salary paid under that agreement, became the beginning point for negotiations for the 1978-79 agreement. The 1977-78 base was \$9100 for the first semester and \$9200 for the second semester. The COLA factor was applied to these two bases as they were in effect. From August, 1977, to August, 1978, the base increased under the changes in the CPI from \$9100 to \$9872. The average income earned by the employees at the base, however, was \$9440 (Bd. 3). The parties have agreed for this agreement to begin negotiations at the point of increase in the base which it reached in August, 1978, namely \$9872. The Board is staying at the point, and the Association has gone higher to \$9900 - a difference of \$28 in the base.

In the current offers, the Board is offering to limit the COLA rollup to the average earnings of teachers in Sun Prairie for the 1978-79 contract. The Sun Prairie Education Association (SPEA) would put a lid on the use of the COLA increase at 7% if the CPI exceeded that figure. The Board language would permit bargaining above the 1978-79 average COLA increase, whereas the SPEA offer would fix the limit at 7% increase with no further bargaining on this item. The base would be determined at that point if the CPI went that high or higher.

It is first necessary to see what conditions will be generated in 1978-79 under the different bases proposed and then to consider what the putative effects will be in 1979-80, since both parties in this agreement to be adopted have in effect committed themselves to how they will conduct themselves at the beginning stage of future bargaining.

TABLE II

ESTIMATED CHANGES IN SALARIES AT SELECTED LEVELS
AND STEPS, SPEA AND BOARD OFFERS

	Rates		Board Estimates, 9.0% COLA		
	Without COLA		(3) Aver. Val. Bd. Offer	(4) Assn. Offer Aug. '79	(5) Assn. Offer
	(1) SPEA Offer	(2) Bd. Offer			7.0% Cap 79-80 Neg.
BA Base	9,900	9,872	10,314	10,791	10,593
Top	13,712	13,673	14,285	14,946	14,671
BA+18 Base	10,200	10,172	10,614	11,091	10,893
Top	14,533	14,495	15,125	15,805	15,523
MA Base	10,950	10,922	11,364	11,841	11,643
Top	16,480	16,438	17,103	17,821	17,523
MA+30 Base	11,550	11,522	11,964	12,441	12,243
Top	18,307	18,262	18,963	19,719	19,405

	SPEA Estimates, 9.5% COLA				(10)	(11)
	(6)	(7)	(8)	(9)	'79-'80	'79-'80
	SPEA Offer Real Value	Bd. Offer Real Value	Aug. '79, Base SPEA Offer	Aug. '79, Base Bd. Offer	Salary SPEA Offer	Salary Bd. Offer
BA Base	10,370	10,341	10,841	10,810	10,593	10,341
Top	14,363	14,323	15,015	14,972	14,671	14,322
BA+18 Base	10,685	10,655	11,169	11,138	10,893	10,641
Top	15,225	15,184	15,916	15,872	15,523	15,163
MA Base	11,470	11,441	11,990	11,960	11,643	11,391
Top	17,263	17,219	18,046	18,000	17,523	17,143
MA+30 Base	12,099	12,069	12,647	12,617	12,243	11,991
Top	19,177	19,129	20,046	19,997	19,405	19,008

Concerning the above table, there are two types of comparisons which are especially pertinent here. One is the comparisons of what the cost of the different offers will be in 1978-79. The Board estimate of a 9% rise in COLA seems to be low so that the pertinent columns more likely to reflect the real costs are columns 6 and 7 which compare the real values of the offers based on a 9.5% increase. The cost at each step shows the Board somewhat lower beginning with a sum of \$29 lower at the BA base to the sum of \$48 lower at the level of MA+30.

A more important issue to the parties is what the base will be in August, 1979, for it is from this base that the parties have diverging propositions. The Board is saying that it will begin negotiations from the average COLA average, and the SPEA is saying that if the August, 1979, base with COLA exceeds 7%, then the base should be determined as fixed for 1979-80 at 7%. Columns 10 and 11 above show these comparisons.

The proposals of the parties naturally involve percentage increases. If the average base salary in 1977-78 was \$9440, then with a projected increase in COLA of 9.5% (varying in increments from August, 1978, to August, 1979) the new average would be \$10,341 under the Board base of \$9872. This is a 9.54% increase. Under the SPEA base of \$9900, the average for 1978-79 would come to \$10,370, or an increase of 9.85%.

The Association in its exhibits 16 and 17 recites its history. In 1976-77, the year in which its base remained \$8500, same as in 1975-76, it received an increase of only 3.38%. This was as a result of accepting a static base to start a COLA plan. In 1977-78 it received a real base increase of 7.43%, and this year under its proposals the percentages would increase as noted above. Assn. 18 was an exhibit showing that teachers' purchasing power had declined from August, 1971, (assumed as 100%) to August, 1976, with the COLA plan it stabilized around 81%. With the Board plan it will again drop in August, 1979. The Association says that from 1975-76 through the current proposals, the Board increase will come to 21.66% and the Association increase to 22.00%.

Board exhibits contend that the percentage increases it pays are much higher. This is because everyone in the system gets an experience step of around 4%. A Board exhibit presented this information which it entitled: "Escalating Effect of Cost of Living Adjustment With Roll Up Provision Without Negotiating Contract Using Association Offer".

Chart 1

<u>Year</u>	<u>Base Salary</u>	<u>% Inc.</u>	<u>% Experience Step</u>	<u>Total % Inc.</u>
1976-77	8,500			
1977-78	9,150	7.9	4	11.9
1978-79	9,900	8.2	4	12.2
1979-80	10,593	7.0	4	11.0

A Board exhibit was a table showing the effect of the school board's offer in dollar increase and percentage increase. Thus for example:

Chart 2

<u>Education</u>	<u>1977-78 Exp.</u>	<u>1977-78 Salary</u>	<u>1978-79 Bd. Offer</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
BS+0	0	9,440	10,727	1,287	13.6
BS+0	8	12,697	14,285	1,588	12.5
MS+0	0	10,367	11,819	1,452	14.0
MS+0	11	15,188	17,103	1,915	12.6
MS+30	0	10,986	12,443	1,457	13.3
MS+30	13	16,973	18,963	1,990	11.7

C. Comparisons with Other Districts.

Both parties presented comparisons of salaries in selected lanes and steps for various years, each using their own comparison lists. The following table summarizes information on the rank of Sun Prairie with respect to salary comparisons with the Association's list of schools obtained from Association Exhibits 19-24.

TABLE III

RANK OF SUN PRAIRIE IN SALARY COMPARISONS
USING ASSOCIATION'S LIST OF 10 COMPARABLE DISTRICTS

A.

<u>Lane/Step</u>	<u>1975-76</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1978-79</u>	
				<u>SPEA</u>	<u>Bd.</u>
BA	3	10	5	1	1
MA	7	9	5	2	2
Sched. Max.	5	9	5	3	3

B.

<u>Lane/Step</u>	<u>1978-79</u>	
	<u>SPEA</u>	<u>Bd.</u>
BA Min.	6	7
Max.	6	6
MA Min.	7	7
Max.	8	8

Assn. 28 related to average teacher salaries from 1974-75 to 1978-79 in elementary and secondary schools. The rank of Sun Prairie in ten schools as derived from this exhibit is as follows:

Chart 3

<u>Level</u>	<u>Rank of Sun Prairie</u>				
	<u>1974-75</u>	<u>1975-76</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1978-79</u>
Elementary	10	9	10	10	10
Secondary	6	7	9	10	10
Middle					9

Board Exhibits 15-22 inclusive presented the following information on comparisons using the Board's list of 12 comparative cities:

TABLE IV

RANK OF SUN PRAIRIE IN SALARY COMPARISONS
USING THE BOARD'S LIST OF COMPARABLE DISTRICTS

<u>Level</u>	<u>76-77</u>	<u>77-78</u>	<u>\$ Inc.</u>	<u>% Inc.</u>	<u>78-79</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
BS Base (Year End) (Aver. Bd. 0)	2	2	1	1	6	1	1
BS+0 Top (Aver. Bd. 0)		5			3	1	1
BS+36/6 (Aver. Bd. 0)		4			2	1	1
MA+0 Base (Aver. Bd. 0)		6			3	1	1
MA+0 Top (Aver. Bd. 0)		6			3	1	1
MA+6/6 (Aver. Bd. 0)		3			3	1	1
MA May (Aver. Bd)		4			3	1	1

The Board also supplied a series of exhibits, 27-36, in which it ranked Sun Prairie teachers for comparative salary in selected lanes and steps for 1978-79. For comparative purposes the Districts of De Forest, Lodi, Madison, Middleton, Monona Grove, Oregon, Sauk Prairie and Waunakee are used. The following lanes were considered, BA+0, +6, +12, +18, +24, +30; MS+0, +6, +12, +18, +24, +30. 90 different steps in the salary schedule were selected. The Board offer placed Sun Prairie in second place in 36 steps and third place in 54 steps. If in the later position, the Board offer was usually behind that of Madison and Monona Grove. Bd. Ex. 26, a graph chart, held that in the 12 districts considered comparable, under the Board offer, 48.2% of the teachers would rank second at their steps, and 51.8% would rank third.

The Board presented information on the salary schedules of the Columbus schools for 1977-78 and 1978-79, and for the Marshall and Stoughton schools for 1977-78. As the material for 1977-78 is not complemented in two cases by 1978-79 proposals, no analysis of the offers has been made, and the Columbus comparison is considered through other Board exhibits.

D. Costs for Base Salary, Base Salaries Plus COLA and Overall Costs.

The SPEA through Assn. Exs. 37, 38, 39, 40, 51, 52 and 56 presented data on estimated costs of the offers. The following is abstracted from these exhibits:

TABLE V

SPEA ESTIMATED COSTS OF SALARY OFFERS AND
TOTAL COMPENSATION COSTS OF THE OFFERS

<u>Item</u>	<u>1978-79</u>		
	<u>SPEA Offer</u>	<u>Board Offer</u>	<u>Difference</u>
Total Salary with 9.5% COLA	3,971,794	3,963,819	7,915
Total Salary No COLA	3,791,686	3,784,079	7,607
Total Cost, 9.5% COLA, Fringes	5,014,685	5,004,859	9,826
	<u>1979-80</u>		
Est. Total Salary (9.0% COLA)	4,350,922 (9.55% Inc.)	4,289,129 (8.21% Inc.)	61,793

The SPEA says that the total cost per teacher in 1977-78 was an average \$16,601 for 257.5 FTE. In 1978-79 the total average costs per teacher for 272.77 FTE would be \$18,384 under the Association proposal, a rise of 10.74%. Under the Board proposal it would be \$18,348 or 10.52% (Assn. 57).

The SPEA in Assn. 52 gave the following information:

Chart 4

1977-78 Total Costs	4,274,684	
1978-79 Total Costs		
Assn. Offer	5,014,685	17.31% Inc.*
Board Offer	5,004,859	17.08% Inc.*

*15.27 FTE added staff.

Bd. Ex. 47, 48 gave the Board's version of its projected cost based on a 9.0% COLA. The following table gives an abstraction of the information:

TABLE VI

BOARD ESTIMATED COSTS OF SALARY OFFERS AND
TOTAL COMPENSATION COSTS OF OFFERS

Association Offer

<u>Item</u>	<u>1977-78</u>	<u>1978-79</u>	<u>Increase</u>	
			<u>\$</u>	<u>%</u>
Total Salary with 9.0% COLA	3,476,338	3,909,641	433,303	12.46
Total Costs with 9.0% COLA	4,282,665	4,800,817	518,152	12.1

Board Offer

Total Salary with 9.0% COLA	3,476,338	3,902,746	426,408	12.27
Total Costs with 9.0% COLA	4,282,665	4,792,648	509,983	11.91

E. A Matter of Transition from 1978-79 to 1979-80 Schedule.

Because of the nature of the proposals of both parties in applying COLA results in 1979-80, according to the Association a situation arises in which under the Board offer teachers in the higher ranges would get less pay in September 1979, than they did in August, 1979. Under the COLA formula, the highest pay for the 1978-79 year would come in the August, 1979, pay check. However the parties each have adopted a principle of applying COLA at the beginning of 1979-80 at a rate lower than the highest rate achieved. The Board is taking the average COLA, and the Association is limiting it to a 7% increase. Assn. Exs. 58 and 59 address this matter. This chart is derived from those exhibits.

Chart 5

August, 1979 to September, 1979 Advancement Lane/Step

		Gain or Loss Per Month*	
		<u>SPEA Offer</u>	<u>Board Offer</u>
BA+0	0-1	+\$23.84	\$+ 4.38
BA+18	7-8	+20.46	- 6.66
MA+0	6-7	+14.83	- 9.61
MA+30	13-14	+ 4.92	-24.66

*1% COLA factor applied for September rate.

F. Change in Total Number of Teachers.

The SPEA furnished some data on teacher turn-over between 1977-78 to 1978-79. It said that the equivalent of 24.56 FT teachers were terminated, and that 33.7 FT teachers were added. If the staff terminated were carried into 1978-79, their base salary with COLA would have been \$336,910. The cost of the new larger staff with COLA is \$425,061. The SPEA says that the average real salary of 1977-78 staff if retained would have been \$13,718.

The average real salary of new staff for 1978-79 is \$12,629. The difference is thus \$1,089. The SPEA calculates that the Board is saving \$26,746 on new staff (Assn. 43, 53).

G. Comparison with Other Board Employees.

The SPEA in Assn. 27 listed the salaries of 14 administrative employees for 1977-78 and 1978-79 and held that the average percent increase of 13 of them was 12.11%. The arbitrator calculates the average dollar increase in wages of the 13 employees to be at 13.73%. This data was supported by Assn. 61A-D.

Assn. Ex. 44A was a budget analysis of the District for 1977-78 to 1978-79. It showed "Administrators" down by -5.9% while "Administrators & other professional administrative staff" were up by +12.8% - a situation which implies a difference between Assn. 44A and Assn. 27, which is resolved in favor of Assn. 27 with its explicit listings.

Bd. Ex. 49 was a comparison of the percentage increase in salary settlements in the District. There were five classes of employees in addition to the SPEA employees. This chart succinctly gives the information in general.

Chart 6

<u>Classification</u>	<u>% Increase</u>	
	<u>1977-78</u>	<u>1978-79</u>
Local 60 (Custod. & Secr'ys)	8.0	8.18
Food Service	8.0	8.0
Teacher Aides	8.0	8.0
Administrators	8.3	11.7
Adm. Support Personnel	8.0	8.5
Teacher Assn.	11.8	11.9*

*Board offer

H. Comparability with Other Municipal Employees.

Assn. 28 was a listing of salary schedules of municipal employees of Sun Prairie. Percentage increases ranged in 20 classifications from 14.6% to 0.0%.

I. Comparison with Employees in Private Employment.

Assn. Ex. 53, a page from US NEWS & WORLD REPORT, March 12, 1979, was a listing of categories of employees ahead and behind in real pay. School teachers were listed as being \$10.08 a week behind in real pay. The Association also supplied a copy of the Endicott employment report for 1979. This report said that the average monthly starting salaries for college graduates of 1979 classes with a Bachelor's degree ranged from \$1062 to \$1091. Graduates with a Master's degree ranged from \$1398 to \$1657 a month. Graduates hired ten years ago ranged from \$2102 to \$2240.

The SPEA Position on Comparability. The SPEA makes several points in favor of its offer and supporting data. These points are:

1. The Board did not use current data, did not know what its true costs were, and was slipshod and maybe demonstrated chicanery when it says it was impractical to determine total cost.

2. The Board included costs of incremental adjustments as a part of the Board argument that COLA causes large increases. The SPEA cites Arbitrator Gilroy to the effect that increments should not be considered differently than salary increases for promotion, increased skills or effort, and must be considered a separate matter from factors which cause price or salary changes. When these increments are subtracted, the result of the SPEA offer is a valid cost of living adjustment.

3. The COLA proposal of the SPEA is fair and equitable. Using the SPEA list of comparable districts, the District is not first in salary payments, and with the COLA provision merely maintains its place. Without COLA salaries would tumble, and this was the finding of Arbitrator Krinsky.

4. It is plain that the issues of base salary and financial impact on the District are not foremost factors, since the differences between the offers are infinitesimal. The keystone component is the COLA provision and how it will have an impact in the future.

5. The SPEA COLA proposal is more reasonable and practical because:

- a. it does not hinder the 1978-79 master agreement,
- b. there is no proof the current clause or the SPEA proposal has caused or would cause a financial burden on the employees,
- c. the Board showed no need for a change,
- d. the cause for these proceedings has been to arbitrate for something of parity with the past. The COLA provision begun four years ago was paid for dearly by the Association.
- e. the proposal fits the present times more appropriately than the Board's,
- f. the SPEA proposal can be budgeted,
- g. the proposal and the Board's likewise expire at the duration of the agreement,
- h. the proposal fits reality in that it phases out an extreme starting point for the next negotiations,
- i. the SPEA locks a COLA impact for one year, whereas the Board proposal is one in perpetuity,
- j. the proposal maintains and slightly regains purchasing power of the employees,
- k. no teacher will suffer monetary losses next September in the change from one contract to another.

6. The SPEA says that the financial impact upon the District of the SPEA's offer as compared to the Board's offer is minute. Yet the SPEA offer is more appropriate because:

- a. since 1972 base salaries have had a "whole" value being rounded up to the nearest \$50 or \$100 figure,
- b. this past practice creates little financial burden and is easy to use in other calculations,
- c. rounding the figure to \$9900 does not harm the master agreement,

- d. other agreements used as exhibits end in "0" or "5" for base salaries,
- e. the Board offer contradicts its good will intentions when it maintains a base salary of \$9872, because although this was to be the beginning point for new negotiations, the Board never moved off it, and this gives evidence that in the future the Board will never rise off a figure similarly determined.

The Board's Position. The Board gives the following reasons for its position on limiting the automatic roll-up of COLA:

1. Wage comparisons with other comparable teachers show that Sun Prairie teachers are in an extremely competitive position, and their wages will exceed those of the other teachers without COLA.
2. The automatic roll-up forces wages up at a rate far in excess of CPI increases, because the formula being used does not recognize the value of experience increases.
3. The COLA adjustments represent a substantial financial obligation to the District. Teachers in the present case would receive an estimated COLA roll-up of 4.0% and instep increases of 4.0% before negotiations began. The Board's flexibility in bargaining would be removed.
4. No other employees in the District enjoy COLA benefits. All the settlements of other employees are less than that which is automatically afforded the teachers by COLA and instep increases.
5. Limiting the COLA roll-up to actual average salary paid during the contract year stabilizes the economic impact of the COLA clause on the District, protects teachers during the contract and allows the parties to respond more intelligently to competitive market forces during each round of bargaining.

The Board also says that its offer is more reasonable in comparison with other teachers. First, a comparison to the salaries of other teachers without using COLA in Sun Prairie's case is not justified. The SPEA exhibits without COLA included, were described by the SPEA itself as "propagandistic". The Board's offer places Sun Prairie teachers in a highly advantageous position, and in the list of comparable districts of the Board, they rank second or third. This rank is increasing because of COLA.

In new money actually paid the Sun Prairie teachers exclusive of the increment, Sun Prairie teachers' salaries exceed any scheduled increases in the area districts. On each and every level Sun Prairie teachers have approximately 3% more new money in 1978-79 than in the other districts. If the COLA increase is more than 9%, this increase will be even greater. The year end increase would be nearly double the average increase in area districts. Because of the outstanding salary position of the Sun Prairie teachers under the Board offer, the additional increase in base salary and the guaranteed 7% COLA roll-up are not justified or reasonable.

The Board rejects the SPEA argument that teachers' salaries can be compared with salaries for college graduates in the private sector, because the national survey used by the teacher does not reflect local market conditions, the employees listed routinely work 12 months in the year on longer work schedules, and also the report used does not survey teachers' salaries, but deals with engineering, accounting, sales, and business administration. Also the report does not account for automatic salary increases teachers get.

The Board rejects the statistics about the buying power of workers used by the SPEA as being too general for comparison with the Sun Prairie teachers.

The Board rejects the Association list of comparisons with salaries and increases in the Sun Prairie municipality as being irrelevant. The list includes supervisory employees, and does not show that there are comparable job skills and educational requirements for the employees listed. None of the employees listed enjoy COLA.

The Board contends that the list of average teachers' salaries furnished by the SPEA from DPI records is of no value. The Administrator said that the information on which the salaries were based came from estimates rather than actual payments, and the information does not reflect the internal conditions in a district.

The Board further argues that its offer stabilizes the economic impact of the COLA roll-up while protecting the salaries of teachers during the term of the contract. Under the present language of the contract there is an economic windfall for the teachers, because the starting point of negotiations is at the highest point of the roll-up of the previous year. Both sides have recognized this fact and have proposed changes. The Board's changes are to be preferred, because it allows the parties to negotiate before the COLA roll-up is automatically applied. The SPEA offer fixing COLA in advance may result in another impasse for 1979-80. Also the 7.0% lid proposed by the SPEA is excessive in that it would procure a 11.0% guaranteed wage increase in 1979-80. Currently 67% of Sun Prairie teachers are receiving schedule increases between 11.5% and 14.0% in wages only, while teachers at the top of the schedule have an increase of 8.7% without any negotiated increase in the salary schedule or COLA formula.

The Board notes the SPEA objection to the Board offer in that SPEA feels that the Board may not agree to any scheduled increases over average salaries for the previous year. The Board says that assuming for argument's sake that the Board did not offer any more than the average salary, yet the effect of the Board's offer would be substantial, amounting to a 17.6% increase in two years, whereas the SPEA is calling for a 22.33% increase. This difference in offers is sufficient in percentage and dollar amounts to warrant further negotiations on a yearly basis. The SPEA is free under the Board offer to proceed to arbitration in any succeeding year, if it feels the Board offer is untenable.

The Board says that the SPEA objection to the Board offer that some teachers may receive a smaller September paycheck than in August is sheer speculation. All teachers will receive a 4% experience increment, and only a slight BA base increase would achieve a net increase for all teachers. Further the effect in 1979-80 is speculative, because negotiations have not yet begun on this issue. Also over the term of 1979-80 an increase in excess of the previous year is virtually guaranteed under the Board offer to keep COLA.

Discussion. The actual difference in the cost of the offers for 1978-79 is small, in the neighborhood of perhaps \$10,000 on the basis of recent increases in the CPI. The arguments by the parties as to the superiority of their base of \$9872 or \$9900 are not substantial. A principal SPEA argument is that the Board by not moving off the base of \$9872 is showing that it does not intend to offer anything above the average annual increase generated by COLA in the future. A SPEA argument for its own position is that \$9900 is a rounded figure easy to deal with. The Board, while not specially saying it will not move off the average increase in the future, says that because of the automatic COLA roll-up and the fact that almost every employee gets some kind of experience step increase, the Board is locked into a very high position at the start of the bargaining, and therefore it should not move off the average base.

The evidence is that the existing COLA formula as applied to the Sun Prairie District has served to provide a catchup in Sun Prairie teachers' salaries and to advance them in a position vis-a-vis other teachers particularly in the Dane County area over a period of years (see Tables III, IV). Moreover the present formula has resulted in the highest percentage increase of salaries being experienced by the Sun Prairie teachers in the Dane County area (Table IV).

Since base salary and the proposed change in the COLA offer are linked in each other, and since the matter of the point at which negotiations will commence with or without a fixed COLA base is of far more significance, the issue of whether base salary at \$9872 or \$9900 becomes subordinate to the COLA clause.

The arbitrator is of the opinion after studying the exhibits and reading the arguments of the parties, that the fairest and more reasonable offer of the two is the offer of the Board to begin negotiations for 1979-80 contract on the basis of the average increase in COLA in 1978-79. This is so because the average COLA increase represents the dollars actually received by the teachers over a year, and not the highest rate in a system of changing rates. Secondly, the COLA feature when tied to a pay system which gives almost everyone an experience step of about 4.0% tends to produce a high starting point for negotiations which is not comparable with the situation with respect to other Board employees, except administrators, or with other teachers in comparable districts. The SPEA offer to set a lid at 7.0% recognizes the basic problem, but the arbitrator believes that a lid at this level produces a 10% or 11% starting point for Board negotiations, which the arbitrator does not believe produces comparability with the conditions in other districts.

It may be that the continuing rise in inflation may produce an average COLA of near to 5.5% or 6% and thus approach the SPEA lid. This is a factor favorable to the SPEA proposal. However, the basic proposition which the arbitrator believes is the fairest is to start negotiations not at the highest point paid or some artificially determined point lower down, but on the average dollar amount actually paid during the previous contract.

Thus the arbitrator considers the Board offer more reasonable on COLA and holds that this also determines which base salary point should be used.

The arbitrator also believes that the language of the Board offer providing for the beginning of negotiations with the average wage and cost of living earnings is more reasonable in that it does not preclude the SPEA from making any request beyond that, and permits the Board also to move up in the give-and-take of negotiations with more flexibility than under the SPEA offer.

The arbitrator has noted the SPEA argument that some employees at the higher ranges will have a drop in pay between August, 1979 and September, 1979, and he notes the Board's counter argument that this is speculative. The arbitrator thinks that while there may be some merit to the SPEA contention, this is outweighed by the basic merit of the Board's proposal to use the average salary paid as the point to start negotiations.

X. CHANGES IN THE COST OF LIVING. The Association presented exhibits on the changes in the Consumer Price Index from 1975 to 1979 (Assn. 29-32 B). This information showed that among other things the average increase in the CPI between 1977 and 1978 was 7.6%. The increases developing in the period from September, 1978 to September, 1979 were developing at an average rate of 9.1% for the increase per month in the first six months of 1979 over the respective first six months of 1978. The SPEA in Exhibits 1 A-B and 32 A-B, showed calculations of the decline in purchasing power of a teacher at the base salary from September, 1975 to a projected period of August, 1979. Under the SPEA offer the decline from an initial 99.0% purchasing power in September, 1975, would be held at 95.5% in August, 1979, whereas under the Board proposal it would decline to 95.2%. SPEA Ex. 35 was a copy of a page from a newsletter published by the National Education Association on February 12, 1979, contending that necessities were up 10.8% in 1978. Another copy of this publication for January 22, 1979, held that big unions would ignore wage guidelines (Assn. 36).

Position of the SPEA. The SPEA makes several points as to why its offer is more reasonable with respect to the cost of living guideline as the factors for arbitrators to consider. One cannot match, come up to or surpass the current rate of inflation. Proposed increases must at least try to save parity of purchasing power. If the Board's offer were adopted, the SPEA would find itself sliding backwards. Further, because of past history there is a reason for "catchup" because of the static base salary in the past. The Association proposal is one of inching forward.

The SPEA is critical of the Board in contending through Board Ex. 12 that the teachers received excessive increases as compared to the rise in the CPI, and criticizes the exhibit for being inaccurate.

The SPEA, noting the Presidential guidelines and holding them as only voluntary guidelines, nevertheless says that its offer to set the lid on COLA brings it within that guideline.

Position of the Board. The Board says that Sun Prairie teachers have gained in real earning power over the prior six contract years and cites Board Ex. 12 to the effect that a BA+0 teacher would have received an increase in wages of 58.1% since August, 1973, while prices went up only 48.7%. Further the Board provides fully paid health, life, disability and pension benefits.

The Board says that the SPEA in its exhibits did not recognize the value of the instep increase afforded to each and every teacher every year since 1971. Arbitrators recognize that the value of the increment must be computed along with the value of all other fringe benefits when considering whether an employee is keeping pace with inflation. The Board says that the SPEA spokesman admitted the value of the instep increment in his statements, and all Association costing recognizes the value of the increment. The percent increases in both wages only and in total benefits, using the same number of teachers, shows that both offers for wages bring the increase above 12% and the total benefits at 12.1% for the Association offer and 11.91% for the Board offer.

Discussion. As to whether either offer conforms more nearly to the increase in the CPI, the question first is whether increase only in basic salary is to be included, or at the most basic salary plus any COLA change. There are times when only the change in salary payments, whatever they include, such as longevity or other dollar amounts that the employee takes home, is used to compare with changes in the CPI without built-in step increases. However, a trend is that in which the financial effort made by the employer in total compensation, including roll-up costs, is regarded as a measure of how much the employee's condition will have improved. While some arbitrators may hold that the built-in increments in the salary schedule for teachers is to be excluded from judging comparability with the change in the CPI, yet because of the substantial requirement placed on the Employer to meet the cost of automatic increases where every employee enjoys an automatic increase of some type, the total effort of the Employer including its cost for the automatic increments should be measured. By this standard, the arbitrator concludes in this case, that both offers may exceed the rise in the CPI before August, 1979, but that the Board's offer will be nearer it when total compensation is considered. The arbitrator notes that both offers exceed the Presidential guidelines in both salary or total compensation incidental to their exceeding the CPI.

XI. OVERALL COMPENSATION. The information on the overall costs of the various offers has been presented and discussed in "Comparison". However, there were some exhibits on fringe benefits. The Board presented an exhibit on fringe benefits which showed that the Board paid 100% health insurance, family and single, 100% disability insurance, 100% life insurance, and 5% towards the state retirement fund (Bd. 42). It did not pay any dental insurance. Five districts listed did not pay 100% health insurance, and only two districts offered dental insurance. The SPEA objected to the exhibit as immaterial.

Bd. Ex. 46 showed that Sun Prairie offers 15 days of leave for various reasons. Of the other ten districts listed, one offered 20 days, two 17 days, one 16 days, and the others offered 14 days or less.

Position of the SPEA. The SPEA says that as far as total compensation, both offers signify sound increases, which however are not extravagant since some districts grant better benefits in some areas. The compensation merely maintains Sun Prairie in about third position among comparable school districts, and if it weren't for COLA, the condition of Sun Prairie teachers would slip. There is nothing excessive, extraordinary or promotionally advancing for Sun Prairie teachers in the offers.

Position of the Board. The Board contends that the Sun Prairie teachers enjoy substantial paid benefits in addition to their wage schedule. The Board is among those districts paying full health insurance. Other districts do not pay full disability insurance, some may not pay life insurance and of those that do, seven pay less than the full amount. The leave provisions for the Sun Prairie teachers must also be considered generous.

Discussion. As to total compensation, the arbitrator has determined earlier that the dollar amount offered by the Board is reasonable. He does not find that the Board's position on fringe benefits is below average so as to reduce the value of the total compensation in dollar amounts. Therefore the conclusion is that the Board's offer on total compensation more nearly meets the guidelines as to comparability and is generally reasonable.

XII. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. As of this writing, changes in the CPI show that it is going up at a rate more nearly equal to the Association's projection than to the Board's projection. The April, 1979, CPI was listed at 211.1, an increase of 10% above April, 1978. The Association's offer, according to this guideline, more nearly meets the factor of comparability for the 1978-79 base wage offer.

As to the COLA provisions of the offers, while the changes during the pendency of the proceedings indicate that the CPI is approaching a condition in which the average COLA for 1978-79 approaches the SPEA lid of 7%, yet the arbitrator has made a judgment in principle that a beginning point for negotiations on the base salary plus average increase in COLA is more reasonable and equitable for the parties whatever the average is.

XIII. OTHER FACTORS - CALENDAR MAKE-UP DAYS. The SPEA is proposing that in the event school is closed due to an emergency, it agrees to make-up days at a time mutually agreed upon and enough days necessary to guarantee receipt of state aids. For the closing of school due to inclement weather, the first two days are not to be made up, and that any days thereafter will be made up at a time mutually agreed upon. SPEA Exhibit 54 A-B presented information from which the following is abstracted:

Chart 7

<u>District</u>	<u>Contract Authority on Make-Up</u>	<u>Report of Days Missed</u>	<u>To be Made-Up</u>
Beaver Dam	Board authority	5	2
Fort Atkinson	Mutual agreement	3	None scheduled
Middleton	No language in contract	4	4
Monona Grove	Board authority		None scheduled
Monroe	Board	5	5
Oregon	Board authority	3	None scheduled
Sauk Prairie	Language not available		Snow days to be made-up
Stoughton		4	2
Watertown	Mutual agreement		None scheduled

The SPEA's source of information was from personal contact with teacher representatives.

The Board is proposing to add to the calendar language that all days lost to emergencies or inclement weather will be made up on agreed to Saturdays or by extending the school year.

Board Ex. 43 listed comparable school calendar provisions. This showed that Sun Prairie was one of two school districts in the Board's list that had 178 pupil contact days out of 190 contact days. All the others had more contact days. Most had 180 contact days. Board Ex. 44 was as follows (with the provision supported by the text found in Bd. Ex. 45 A-E):

Columbus	Two days scheduled; additional days scheduled by mutual agreement.
DeForest	All days made up at year end.
Lodi	All days made up as scheduled.
Madison	Made up if necessary to retain state aids.
Marshall	Not covered in 1977-78 contract.
Middleton	All days made up; scheduled by mutual agreement.
Monona Grove	All days made up at Board discretion on Saturdays.
Oregon	Days may be made up at Board discretion; scheduled by mutual agreement.
Sauk Prairie	All days made up; first two days as in-service, others as scheduled.
Stoughton	First 2 days not made up; additional days made up as scheduled.
Waunakee	All days made up at Board discretion as scheduled.

James Benson, chief negotiator for SPEA testified that he had been in the system since 1971, that there had been snow days all but one year, and in 1977 one snow day was made up and in 1978 another one was made up, and in both years there was more than one snow day. Up until 1977 no snow days were made up (TR. 84, 86).

Position of the SPEA. The SPEA says that just by looking at what happened in the District in the past one can judge what the policy of the District can be with regard to making up days lost to an emergency. Past practice shows that no make-up days were required up to 1977, and thereafter the parties agreed to make up only one day. Additional days were excused. Further the Association agrees to making up days required for state aid. The Association proposal protects the Board under any kind of emergency, it carries on a past practice, and it continues what was agreed to in the fact finding proceedings of the previous year.

The SPEA notes that it maintains the principle of co-determining the necessary make-up days which is used in the original formation of the calendar. The SPEA notes that the Legislature, in revamping the state statute to allow forgiveness of some days, recognized the severe winters in the state.

SPEA notes that the Board made no argument of cost. Also it notes that since it did not, the practice of not making up certain days supersedes the excuse to change the practice. The Association notes that seven of the nine districts which it lists on snow day policy have adopted the position of the SPEA in actual practice.

Position of the Board. The Board holds that in comparison its offer on the make-up day issue is the more reasonable one. It notes that although the statutes require 180 pupil contact days, in Sun Prairie two of these days are actually days of parent-teacher conferences so that the actual pupil contact days in Sun Prairie are only 178. Only one other district has this situation, and this is limited to K-5 classes. The norm is 180 contact days. If there are three days lost in Sun Prairie to inclement weather, the District is at its statutory limit when days must be made up. Other districts can lose five days. Thus Sun Prairie is at a disadvantage on this item.

The Board says that the actual contracts, both on the Board list of comparables and the SPEA list, supports the Board's position. Only a few districts forgive any or all make-up days. The SPEA's information on practices is spurious and not supported by contract language.

The Board says that in the absence of a strong showing of inequity or past practice, contract language should not be altered. The SPEA failed to prove comparison of language with other districts, and it also failed to establish a past practice in the District with only the experience of 1976-77 and 1977-78 in which the number of days lost were different although the days made up were one in both cases.

The testimony of the chief negotiator that teachers were opposed to making up days on Saturday, as well as students, is too narrow a survey. It did not include parents, school board members, principals or administrators.

The Board's offer does not compel days to be made up on Saturdays, but allows days agreed upon by the parties. The record is silent as to why the District should be required to overlook three pupil contact days, and the SPEA request is unsupported by any evidence.

Discussion. In this matter of make-up days, the arbitrator believes that the weight of the argument lies with the SPEA. The evidence is that in the past the Board did not rigorously enforce a policy of uniformly making up snow days. Further, the arbitrator believes that the SPEA evidence is credible, though supplied by verbal contact with teacher representatives, that boards do not uniformly require make-up days even though they may have the power to do so. The Board has an argument that it is at a disadvantage, because it has a leeway of only three emergency days before it encounters the statutory requirement to have 175 pupil contact days. However, the arbitrator does not know what circumstances led up to the Board allowing parent-teacher conference days to be used as a substitute for actual pupil contact days and reducing contact days from 180 to 178. If this was a unilateral action by the Board, or even if it was done under SPEA negotiation, it should not be used to reduce flexibility on the issue of how snow days are to be treated.

Both offers in the opinion of the arbitrator leave too little to negotiation on how snow days will be made up - the Board being absolute in its language that they will be made up, and the SPEA that two will not be made up. However, the arbitrator, as he observed above, believes that there was a practice to forgive some days, and would therefore consider the SPEA to be more reasonable according to past practice and practice around the area.

XIV. SUMMARY. The following is a summary of the arbitrator's views on the offers of the parties as they apply to the statutory guidelines:

1. There is no issue of the lawful authority of the Employer to pay either offer.

2. The issues of duration and of increments to employees at the top of the schedule have been stipulated to.

3. There is no issue as to the ability of the Employer to pay, although it was discussed by the parties.

4. The matter of the interests and welfare of the public is considered as part of the consideration of comparability.

5. On the issue of base salary taken by itself, no compelling argument was made by either side which base salary should be accepted since the difference is one of only \$28 at the BA base. This issue is tied to the issue of change in the COLA provision. However, the rate of change in the CPI supports the SPEA position on base salary.

6. The arbitrator is of the opinion that the Board offer on the COLA provision, applying the average COLA increase as the starting point for negotiation, is most reasonable. The SPEA offer tends to produce too high a position for negotiations to begin. This is because the present application of the COLA provision plus the increment step increase available to almost all employees produces a high starting point for negotiations, and this is not comparable with conditions in other districts. The Board offer does not preclude the SPEA, however, from making offers exceeding the average increase in COLA for the previous year.

7. The Board offer with respect to total compensation and as related to the changes in the cost of living is the more reasonable one. The Board offer at around 12% is more nearly reasonable and exceeds the projected rise in the CPI as of April, 1979.

8. The changes in the CPI more nearly support the SPEA position on base salary, as noted above.

9. On the issue of make-up days, the arbitrator believes that the position of the Association more nearly reflects past practice in the District and area even though contract language does not support this practice.

10. Of the items above, the arbitrator holds that by far the most weighty is the matter of the change in the COLA clause. Here the weight of reasonableness lies with the Board offer for reasons earlier stated. Hence it is the opinion of the arbitrator that the agreement for 1978-79 between the parties should contain the Board and District's offer.

XV. AWARD. The 1978-79 agreement between the Sun Prairie Education Association and the Joint School District 2, City of Sun Prairie et al, should contain the offer of the District.

Joseph P Zudler
mediator - arbitrator
July 2, 1979