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MAR 10 1980

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Stipulation of  
SCHOOL DISTRICT OF WESTFIELD  
and  
WESTFIELD EDUCATION ASSOCIATION  
To Initiate Mediation-Arbitration  
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Case V  
No. 24773 MED/ARB-444  
Decision No. 17154-A

REPRESENTATIVES:

Dr. J. A. Hines, Bargaining Committee Chairman, for the  
District.  
Mr. James Yoder, Executive Director, South Central United  
Educators, for the Association.

ARBITRATION AWARD

On July 31, 1979, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm)6.b of the Municipal Employment Relations Act, in the matter of a collective bargaining dispute between the School District of Westfield, hereinafter the District or Board, and the Westfield Education Association, hereinafter the Association. On August 21, 1979, the undersigned conducted a mediation meeting between the parties as contemplated by the statute. During the course of the mediation, one issue was resolved and the parties agreed to modify their final offers to reflect such resolution. The remaining issues were not resolved in mediation and at the conclusion of the mediation session, the parties waived an arbitration hearing before the Mediator-Arbitrator and elected to submit written evidence and argument. Briefs and reply briefs were filed with the undersigned.

THE ISSUES:

During the course of mediation the issue of fair share was resolved and withdrawn from dispute. The remaining issues are:

1. Salary schedule and increment.
2. Extra-curricular.
3. Extra-assignment.
4. Payment schedule.

Pursuant to the statute, the undersigned is required to adopt without modification the final offer of one party on all unresolved issues.

POSITIONS OF THE PARTIES:

The Board argues that several factors unique to the district are relevant to a determination of the instant dispute. The eleven-member Board is elected from area representation among four villages and sixteen townships in the three county area it serves. The Board

asserts that there is little industrial tax base in the area but contends that the abundance of recreational properties in the district has caused equalized valuation to increase by an average of 22% during the past two years. Accordingly, the Board indicates that state aid revenue has decreased and the burden on local financial support of education has increased:

	Equalized Valuation	General State Aid
1975-76	\$121,321,700	\$416,086.42
1976-77	\$144,169,000	\$411,086.79
1977-78	\$170,294,942	\$373,386.87

The District avers that in two of the last three years (1977-78 and 1979-80), the District has exceeded the 9.5% cost control limitations. The Board argues that the District has faced increased program requirements at State mandate while experiencing lesser state aids.

On the issue of salary, extra-curricular and extra assignment, the Board offered data relevant to five districts which it claims to be comparable to Westfield. The Board indicates that the districts were selected on the basis of size and participation in CESA 12. The districts are:

	Staff	Enrollment
Columbus	94	1290
Poynette	79	1264
Lodi	100	1453
Wautoma	87	1438
Montello	55	829
Westfield	76	1320

The District's final offer provides a base salary of \$9750 (up \$250 from the preceding agreement). Steps 1, 6 and 12 are increased horizontally by \$550, \$600 and \$600 respectively. The Board contends that its final offer on salary, extra-curricular and extra-assignments is comparable with such monies paid in the selected districts. The Board proposes an additional \$50 for each extra-curricular position with some dollar variations. The Board costs its proposal as a 5.84% increase and the Association's offer at 9.89%. The Board computes the average teacher salary as \$14,723 under the Board offer and \$15,285 under the Association proposal (excluding any monetary value of leave days).

The Board notes that it has already agreed to improvements for 1979-80 in healthinsurance, long-term disability, STRS, and to inclusion of a fair share provision and four new extra-curricular positions.

With respect to the issue of a payment schedule, the final offer of the District proposes 20 pay periods instead of the 26 pay period option observed in the past. In its argument, the Board claims that the payment schedule is not a mandatory subject of bargaining and should be excluded from a binding award. On the merits, the Board contends that the compensation of teachers on the basis on 26 equal payments has resulted in the assessment of a

penalty by the Internal Revenue Service. The continuation of the 26 payment option, according to the Board, requires the commitment of an illegal act. The District argues that the result of such continuation would be that the District would be required to either pay a similar penalty or hold contracted amounts for services performed, thereby decreasing the amount of expenditures made in one year of operation and affecting cost controls. Furthermore, the Board contends that the only advantage experienced by teachers under the 26 payment schedule is uniformity of income, while it asks the necessity of the Board serving as the budgeting agent of the teachers.

The Association offers districts within the Dual County Athletic Conference for the purpose of comparison to Westfield, The conference consists of:

	Pupils	Staff
Westfield	1,308	71
Poynette	1,212	74
Pardeville	932	52
Montello	762	48
Rio	604	37
Randolph	545	36
Cambria-Friesland	509	34
Fall River	470	36
Green Lake	440	35
Princeton	417	27

The Association's final offer proposes a base salary of \$10,150 for 1979-80, representing an increase of \$650 and further proposes continuation of present increments with the exception of step 6 which the Association offer would increase to a \$600 increment across all educational lanes. The Association contends that its final offer will maintain the District's relative rank among schools in the athletic conference and that the increase at step 6 is warranted catch up because salaries for experienced teachers are low, particularly for MA maximum salaries.

The Association contends that its position amounts to an 8.1% increase including fringe benefits, extra duty and roll-ups which, the Association argues, is significantly less than the 11.5% annual rate of inflation as of July, 1979. The Association costs the Board's proposal as an increase of 4.8%. The Association claims that its proposal is within the District's budget. The District, according to the Association, has the lowest cost per pupil, the lowest tax levy and the highest equalized value in the athletic conference. The Association further argues that the District has realized savings as a result of staff turnover. The Association avers that under the Board's final offer, teachers would receive an average salary of \$15,273 (representing an average increase of 3.4%) while under the Association's proposal, the average salary would be \$15,761 (based on an average increase of 6.7%). The Association asserts that teacher salaries as a percent of District disbursements has decreased from 51% in 1969-70 to 42% in 1978-79.

With respect to the extra-curricular salary schedule, the Association is proposing that salaries for all positions be increased by \$75 each. The Association contends that the parties' final offers are \$1,197 dollars apart on extra-curricular. Westfield, according to the Association, ranks mid-point or below on extra-curricular salaries among comparable districts. The Association asserts that Westfield will be at the bottom of the ranking on compensation for major sports' head coach and assistant positions even under the Association's proposal.

The Association final offer proposes to amend the contract to provide that "teachers shall receive their first paycheck on the first Friday following Labor Day." The Association claims that the intent of the proposal is to spell out the existing practice observed under the previous agreement which caused the first payday to occur after the second day of inservice and which would be the first Friday after Labor Day for 1979-80.

The certified final offer of the Association provides that the 1978-79 compensation for extra assignments be doubled. However, in the Association's presentation of evidence and argument, the Association claimed that the parties' final offers were identical on the issue and declined to provide any exhibits relevant thereto.

#### DISCUSSIONS:

The undersigned believes that the comparables offered by both parties have relevance to the instant dispute. The districts participating in the Dual County Athletic Conference, cited by the Association, share relevant characteristics. In addition, the districts of similar size to Westfield in the CESA grouping, offered by the Board, provide valid comparisons. The categories mutually include the districts of Poynette and Montello. Accordingly, the arbitrator has examined the data provided for districts in the Dual County Athletic Conference and the districts of Lodi, Columbus, and Wautoma.

The salary issue is clearly the most significant of the outstanding issues. The final offers of the parties on the salary schedule appear below:

#### Board's Offer

Increase step 0 horizontally by \$250  
Increase step 1 horizontally by \$550  
Increase step 6 horizontally by \$600  
Increase step 12 horizontally by \$600

(Board's Offer Continued)

<u>STEP</u>	<u>BA Level</u>	<u>BA + 12</u>	<u>MA Level</u>
0	\$ 9750	\$ 9950	\$10350
1	10050	10250	10650
2	10350	10550	10950
3	10650	10850	11250
4	10950	11150	11550
5	11250	11450	11850
6	11850	12050	12450
7	12150	12350	12750
8	12450	12650	13050
9	12750	12950	13350
10	13050	13250	13650
11	13350	13550	13950
12	13950	14150	14550

Association Offer

Increase BA base by \$650 to \$10150  
Change Step 6 in all lanes to \$600 increment;  
all other increment sizes to remain the same  
as in 1978-79

<u>STEP</u>	<u>BA Level</u>	<u>BA + 12</u>	<u>MA Level</u>
0	\$10150	\$10350	\$10750
1	10450	10650	11050
2	10750	10950	11350
3	11050	11250	11650
4	11350	11550	11950
5	11650	11850	12250
6	12250	12450	12850
7	12550	12750	13150
8	12850	13050	13450
9	13150	13350	13750
10	13450	13650	14050
11	13750	13950	14350
12	14350	14550	14950

The Association contends that the respective offers generate the following percentage increases for the indicated schedule placements:

	<u>Board Offer</u>	<u>Association Offer</u>
BA base	2.6%	6.8%
BA maximum	4.1%	7.1%
MA base	2.5%	6.4%
MA maximum	3.9%	6.8%

The undersigned randomly selected several levels within the salary schedule and calculated the following increases under the respective offers, taking into account movement on the experience column:

	<u>Board Offer</u>	<u>Association Offer</u>
BA, 6 yrs. experience	7.72%	11.36%
BA+12, 9 yrs. experience	7%	10.3%
MA, 5 yrs. experience	4.9%	8.4%

The percentage adjustments offered on those steps alone are as follows:

	<u>Board Offer</u>	<u>Association Offer</u>
BA, 6 yrs. experience	4.9%	8.4%
BA+12, 9 yrs. experience	4.4%	7.7%
MA, 4 yrs. experience	2.2%	5.6%

The following table provides 1979-80 salary settlements for comparable districts:

	<u>BASE</u>	<u>BA Maximum</u>	<u>MA Minimum</u>	<u>MA Maximum</u>
Poynette	\$10545	\$13745	\$11620	\$15820
Pardeville	10350	14490	10950	16206
Columbus	10300	17262	11300	17662
Lodi	10200	16425	11150	17175
Randolph	10100	14000	10725	15135
Montello	10000	13900	10750	15040
Princeton	10000	14620	10660	15610
Rio	10000	14400	10900	15696
Green Lake	10000	- cost of living adjustment -		
Wautoma	9700	13440	10700	15080
Cambria-Freisland	N.A.			
Fall River	N.A.			
Westfield Board Offer	9750	13950	10350	14550
Westfield Association Offer	10150	14350	10750	14950

The Board's offer would place Westfield second from the bottom among comparables on the base salary,<sup>1/</sup> seventh out of ten on the BA maximum, and last on the MA minimum and maximum. The Association's offer would rank Westfield at mid point on base salary, sixth out of ten on the BA maximum and MA minimum and last on the MA maximum. Comparing the final offers to the Westfield ranking among athletic conference districts in 1978-79, it appears that the Association's offer best maintains the District's relative placement. In 1978-79, Westfield's base salary was the third highest among athletic conference schools. The Association offer would continue such ranking of Westfield, the district with the largest student population, among athletic conference districts; while the Board's offer would drop the District to the lowest base salary among conference schools. Similar comparisons may be made for 1978-79 rankings on the BA maximum, MA minimum and maximum categories.

The arbitrator is satisfied that the Association's final offer on the salary schedule maintains the District's relative position among comparable districts. Furthermore, the undersigned concludes that the Association's offer on salary is supported by the rate of increase observed in the cost of living at the time the disputed contract effectively governs.

With respect to the issue of the extra-curricular salary schedule the undersigned is persuaded that the District's salaries have been in the middle to lower end of the spectrum among comparable districts. The Association's offer amounts to approximately an additional \$25 per position over the Board offer and is supported by extra-curricular salaries paid in comparable districts.

The Association's final offer proposes to add the following statement to the "Payment" section:

"Teachers shall receive their first paycheck on the first Friday following Labor Day."

While the Association claims that such language represents the impact of the practice of the parties, the undersigned finds no substantiation in the record for such provision in view of the annual determination of the school calendar. It appears to the undersigned that the Association's proposal is already moot for 1979-80 and could be rendered obsolete in any given year. Accordingly, the arbitrator would reject the Association's offer on the "Payment" section if it stood alone.

The Board's final offer also contains a proposal relative to the "Payment" section of the contract. The Board argues that its proposal for the establishment of twenty pay periods is not a mandatory collective bargaining subject and should not be part of a binding award. The arbitrator notes that the statute provides a mechanism for the determination of non-mandatory bargaining subjects of which the District has not availed itself. Accordingly, the issue is properly before the arbitrator and constitutes part of the binding award.

The undersigned has reviewed the relevant documents and cor-

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<sup>1/</sup> The Association disputes the figures provided by the Board for Wautoma claiming that they are not 1979-80 salaries. However, the Association did not provide alternative data.

respondence submitted into evidence and is not persuaded that the observance of a 26 payment schedule resulted in the IRS penalty. It appears reasonable to this arbitrator that the District's method of reporting such payment, rather than the actual payment, may have caused the problem. The arbitrator concludes that the continuation of a 26 payment schedule, inherent in the Association's position, is not sufficient to reject the Association's entire final offer. Moreover, the arbitrator is confident that appropriate forums are available to the District in which the legality of the issue may be further pursued.

The issue of extra-assignments is also before the arbitrator. The present contract provides that timer, scoreboard, scorer, score clock, game chaperone, announcer and starter receive either \$7.50 or \$10.00 per time as specified in the contract. Noon-hour supervisor and locker room attendant are paid \$350 per year, while Extra-Curricular Director receives \$500 annually and Playground Supervisor is compensated \$300 per year. The Association contends that the final offers of the parties are the same on extra-assignments and produced no relevant data on the issue. However, the presentation of the Association listed Noon Hour Supervisor, Extra-Curricular Director, Locker Room Attendant and Playground Supervisor as receipts of \$75 increases under the Association's final offer. It appears to the undersigned therefore, that the Association's proposal includes the foregoing positions in the extra-curricular salary adjustment and that the hourly rates as stated in the 1978-79 agreement are applicable to the remaining extra assignment positions. The lack of data for comparable positions in other districts precludes the acceptance or rejection of either party's position on the issue.

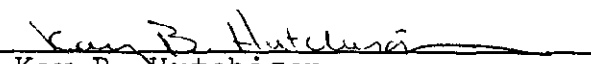
The undersigned has concluded that the most significant issue at dispute concerns the salary schedule and that the final offer of the Association on salary is supported on the basis of comparables and the cost of living. The Association's position on an extra-curricular salary schedule is substantiated by the evidence while its position on the "Payment" schedule is not. The arbitrator is satisfied that the issues of the "Payment" schedule and the extra assignments are not determinative of the instant dispute and that on the basis of salary schedule and extra-curricular, the final offer of the Association is the more reasonable. The undersigned, therefore, makes the following

AWARD

That the final offer of the Association be incorporated into a written collective bargaining agreement as required by statute.

Dated at Madison, Wisconsin, this 7<sup>th</sup> day of March, 1980.

BY:

  
Kay B. Hutchison  
Mediator-Arbitrator