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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

APR 13 1981

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :

ARCADIA EDUCATION ASSOCIATION :

To Initiate Mediation-Arbitration : Case I  
Between Said Petitioner and : No. 26242 MED/ARB-725  
: Decision No. 18172-A

SCHOOL DISTRICT OF ARCADIA :

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APPEARANCES:

Mario D. De Rose, Wisconsin Association of School Boards, on behalf of the District

Thomas C. Bina, CRUE Executive Director, on behalf of the Association

On November 4, 1980, 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 dispute existing between the Arcadia Education Association, hereafter the Association, and the School District of Arcadia, hereafter the District. Pursuant to statutory responsibilities, the undersigned conducted a public hearing and mediation proceedings between the Association and the District on January 15, 1981. Said mediation effort failed to result in voluntary resolution of the parties' dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on February 11, 1981 for final and binding determination. Briefs were filed by both parties by March 6, 1981. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats, the undersigned renders the following award.

The merits of the parties' final offers on each issue in dispute will be analyzed and discussed initially on an individual basis before the undersigned considers and discusses the relative merits of each party's total final offer. The issues in dispute involve:

1. The salary schedule
2. The extracurricular schedule
3. Bus driver pay
4. Compensation to attend professional clinics
5. Miscellaneous leave
6. Schedule deviation
7. Scope of reopener
8. Fair share

The parties also disagree on what constitutes comparable school districts. Since the issue has an impact on the remaining substantive issues in dispute, it will be discussed first.

Comparable Districts

District Position:

The primary set of comparables proposed by the District and the Association are the schools in the Coulee Athletic Conference:

- Black River Falls
- Galesville
- Holmen
- Onalaska
- Westby
- West Salem

Both parties contend that this set of comparables should be given

more weight than other proposed comparables.

The secondary set of comparables proposed by the District consists of all school districts which are contiguous to Arcadia, but which are not members of the Coulee Athletic Conference:

- Alma
- Blair
- Cochrane-Fountain City
- Gilmanton
- Independence

The District has proposed two sets of comparables because the Coulee Conference consists of only seven districts. Therefore, since there are such a small number of schools in the Conference, it argues that the parties should not rely solely on said schools for comparative purposes.

The District further argues that its proposed comparables are a representative sample of similarly sized districts. In this regard, reliance on Conference schools is biased in favor of larger districts:

1980-1981  
STUDENT ENROLLMENT  
COULEE CONFERENCE

<u>DISTRICT</u>	<u>NO. OF STUDENTS</u>	<u>RANK</u>
Black River Falls	1946	3
Galesville	1616	4
Holmen	2064	2
Onalaska	2332	1
Westby	1348	5
West Salem	1233	6
Arcadia	876	7

1980-1981  
NUMBER OF TEACHERS\*  
COULEE CONFERENCE

<u>DISTRICT</u>	<u>NO. OF TEACHERS</u>	<u>RANK</u>
Black River Falls	113.70	3
Galesville	91.49	4
Holmen	114.30	2
Onalaska	136.50	1
Westby	75.18	5
West Salem	69.90	6
Arcadia	55.50	7

\*Total full time equivalency teachers include high school teachers, junior high school teachers, elementary teachers, middle school teachers, librarians, and guidance counselors.

On the other hand, while the contiguous districts proposed by the District are not as large as Arcadia, they are closer to Arcadia's size than the three largest districts in the Conference:

1980-1981  
STUDENT ENROLLMENT  
CONTIGUOUS SCHOOL DISTRICTS

<u>DISTRICT</u>	<u>NO. OF STUDENTS</u>	<u>RANK</u>
Alma	445	4
Blair	574	3
Cochrane-Fountain City	916	1
Gilmanton	271	6
Independence	381	5
Arcadia	876	2

1980-1981  
NUMBER OF TEACHERS\*  
CONTIGUOUS SCHOOL DISTRICTS

<u>DISTRICT</u>	<u>NO. OF TEACHERS</u>	<u>RANK</u>
Alma	29.00	5
Blair	39.00	3
Cochrane-Fountain City	65.50	1
Gilmanton	23.50	6
Independence	30.60	4
Arcadia	55.50	2

\*Total full time equivalency teachers include high school teachers, junior high school teachers, elementary teachers, middle school teachers, librarians, and guidance counselors.

The District thus contends that its blend of large and small districts forms a more reliable foundation upon which valid and meaningful comparisons can be made.

The District asserts that its proposed comparables are a representative sample of schools within the same geographic area. In the same regard, four of the six Conference schools are contiguous to La Crosse and thus are influenced by that urban community, while Arcadia has no such urban influence.

The District contends that its proposed comparables are superior to the Association's since its proposed list does not exclude schools whose 1980-81 agreement is the second year of a multi-year contract. In this regard, the District argues that the Association proposed excluding districts which are in the second year of a multi-year contract solely because their inclusion would be unfavorable to the Association's position in the instant proceeding.

The District also argues that its proposed comparables are superior to the Association's in that it consistently used the same comparables for all issues in dispute, while the Association does not.

In response to the Association's proposal that all districts within a thirty mile radius of Arcadia should be used as comparables, the District submits that those districts which are not contiguous to Arcadia (other than those in the Conference) do not have a significant impact upon Arcadia. Thus, Eleva-Strum, Melrose-Mindoro, Mondovi, Osseo-Fairchild, Taylor and Whitehall should not be utilized as comparable districts.

In this regard, the District argues that it is likely that the District's teachers live within the District or in contiguous districts.

The District especially rejects the inclusion of Eleva-Straum, Mondovi, and Osseo-Fairchild as comparable districts because they are contiguous to Eau Claire and thus are influenced by that urban community.

In addition, it argues that the Association has also erroneously excluded the Districts of Mondovi and Alma Center from those districts that fall within a thirty mile radius of Arcadia.

Association Position:

As indicated above, the Association agrees with the District that the Conference districts should constitute the primary set of comparables.

The Association offers as a secondary set of comparables those schools within a 30 mile radius of Arcadia, and urges that this set of comparables should be used when there is no clear cut direction from the primary group of comparables. It offers this group of comparables primarily for the following reasons:

1. Their geographic proximity to Arcadia, and
2. Common news media coverage.

Because Westby and Cochrane-Fountain City are in the second year of multi-year contracts, the Association contends that they should not be utilized as comparables. In this regard it argues that such contracts are usually front end loaded and therefore it is unfair to utilize the second year increases for purposes of comparison.

Discussion:

Since both parties agree that the Coulee Athletic Conference, hereafter the Conference, should be utilized as the primary set of comparables in this proceedings, it will be so utilized.

Because there is not sufficient information in the record regarding the size or other characteristics of districts proposed by the Association as a secondary set of comparables other than geographic proximity, they will not be so utilized in this proceeding, even though it is likely that at least some of those proposed by the Association may be sufficiently like Arcadia to be so utilized in the future.

With respect to the secondary set of comparables proposed by the District, the undersigned is of the opinion that said set of comparables is not very useful since only one settled contiguous district has a student and bargaining unit population approximating that in Arcadia, and that district, Cochrane-Fountain City, is in the second year of a multi-year agreement.

The undersigned believes it is appropriate to consider salary schedules in districts which have multi-year agreements, and therefore will do so herein; however, less weight will be given to the amount of increases granted in the second year of multi-year agreements than to the actual dollars teachers receive under such salary schedules because the Association is correct in pointing out that often such agreements are front end loaded. Therefore, the undersigned will include Westby in the primary set of comparables, and will also look at the terms and conditions of employment in Cochrane-Fountain City when no discernible trends appear in the primary set of comparables.

Perhaps it should be noted for future reference that the parties may wish to consider attempting to reach an agreement on an appropriate set or sets of comparables, made up of districts of comparable size, wealth and geographic proximity. In the same regard, the primary set of comparables the parties have agreed to utilize herein may not be the most appropriate set if the above set of criteria were utilized in compiling comparable districts. However, since the parties have both utilized Conference districts in fashioning their respective offers, the undersigned believes that it is fairest to both parties to utilize the Conference districts as the primary set of comparables in this proceeding.

Salary Schedule

Issue:

The District's salary proposal is as follows:

BA base of \$10,800  
Educational Lane Increment: \$100  
Yearly Increment: BA \$450  
                                  MA \$475

The Association's proposal is as follows:

BA Base of \$10,750  
Educational Lane Increment: \$150  
Yearly Increment: BA, BA+8 \$455  
                                  BA+15 \$465  
                                  BA+23 \$475  
                                  MA \$485  
                                  MA+15 \$500

In 1979-80 the District paid \$684,742 in salaries to teachers. The total cost of its 1979-80 economic package (Salaries, Extra duty,

FICA, STRS, Health Insurance) was \$872,413. Assuming there were no changes in the 1979-80 staff in 1980-81, the difference between the parties' salary offers is \$4,706. The difference in their total economic packages is \$10,952.

Assuming the 1979-80 staff returned without change, the District's final offer reflects a 10.67% total package increase, while the Association's final offers is 11.93%.

District Position:

The District contends that its proposed increase strikes an equitable balance between the pressures from citizens to hold down costs and the pressures from the Association to obtain a fair and reasonable increase for the teachers it represents.

It notes that its offer maintains or improves Arcadia's ranking among comparable districts:

RANKINGS OF ARCADIA SCHOOL DISTRICT SALARY SCHEDULE  
AMONG COMPARABLE SCHOOLS

<u>I. Coulee Conference Schools</u>	<u>1979-80</u>	<u>1980-81</u>
BA Base	7	4
BA Maximum	5	5
MA Base	7	7
MA Maximum	6	6
Schedule Maximum	6	6
<u>II. Contiguous Schools</u>		
BA Base	5	4
BA Maximum	2	3
MA Base	5	4
MA Maximum	5	5
Schedule Maximum	5	5

The District concedes that its ranking at the BA maximum relative to comparable contiguous districts declines, however, it notes that the Association's final offer at the BA Maximum is exactly the same as the District's offer.

In response to the Association's argument that the District's relative ranking at the maximums are not accurate in that they do not reflect longevity payments, the District contends that the Association has failed to prove that inclusion of such longevity payments would alter such rankings.

Furthermore, in this same regard, the District argues that longevity payments are not an issue in this dispute; the salary schedule amount is. Thus, longevity payments have no relevance.

The District also contends that its offer improves its relative position to the average salary of comparable schools:

In response to the Association's argument that Arcadia salaries are below Conference averages, the District contends that this relationship is a historical one and is not a result of an unfair offer made by the District this year. It is not surprising that Arcadia is below Conference averages since it is the smallest school in the Conference and it does not enjoy any urban influence like other athletic Conference districts.

In the same regard, the District does not propose to merely retain the status quo, but instead seeks to elevate its present position among comparable districts. On the other hand, the Association is attempting to dramatically alter the historical relationship of Arcadia among comparable districts.

The District contends that its offer best reflects the pattern of settlements in comparable districts:

COMPARISON OF THE ARCADIA SCHOOL DISTRICT SALARY  
SCHEDULE INCREASES TO THE COULEE CONFERENCE AVERAGE

<u>I</u>	<u>Dollar Increase</u>	<u>Board Offer</u>	<u>Conference Average</u>	<u>Difference</u>
	BA Base	900	803	+ 97
	BA Maximum	1250	1071	+179
	MA Base	1000	883	+117
	MA Maximum	1420	1307	+113
	Schedule Maximum	1520	1488	+ 32
<u>II</u>	<u>Percentage Increase</u>			
	BA Base	9.09	7.98	+1.11
	BA Maximum	8.90	7.53	+1.37
	MA Base	9.62	7.91	+1.71
	MA Maximum	9.06	8.09	+0.97
	Schedule Maximum	9.63	8.81	+0.82

The District notes from the above that its offer is not only fair, but actually exceeds the Conference average settlements.

Since two districts contiguous to Arcadia are not settled, the District contends that a similar illustration cannot be drawn from that group of comparables.

On the other hand, the district contends that the Association's offer is excessive when contrasted to the Conference average with respect dollar and percentage increases:

COMPARISON OF THE ARCADIA EDUCATION ASSOCIATION SALARY  
SCHEDULE INCREASES TO THE COULEE CONFERENCE AVERAGE

<u>I.</u>	<u>Dollar Increase</u>	<u>Association Offer</u>	<u>Conference Average</u>	<u>Difference</u>
	BA Base	850	803	+ 47
	BA Maximum	1250	1071	+179
	MA Base	1050	883	+167
	MA Maximum	1620	1307	+313
	Schedule Maximum	1970	1488	+482
<u>II.</u>	<u>Percentage Increase</u>			
	BA Base	8.59	7.98	+0.61
	BA Maximum	8.90	7.53	+1.37
	MA Base	10.10	7.91	+2.19
	MA Maximum	10.33	8.09	+2.24
	Schedule Maximum	12.48	8.81	+3.67

This is particularly true of the Association's offer at the Schedule maximum.

The District also asserts that its offer provides significant absolute dollar improvement for members of the bargaining unit: It cites as examples the following:

	<u>Class</u>	<u>Step</u>	<u>Dollar Increase</u>	<u>Percentage Increase</u>
1. Teacher at top of lane both years	MA+15	12	1520	9.63
2. Teacher moving from MA 11th Step to MA Max	MA	12	1860	12.20
3. Teacher moving from BA Base to BA 1st step	BA	1	1350	13.64

In evaluating the reasonableness of said increases, the District urges that dollar amounts rather than percentages be utilized.

When evaluating the reasonableness of increases at the maximums, the District urges that it not be penalized for the structural deficiencies which are inherent in all teachers salary schedules.

With respect to the fairness of the District's offer to experienced teachers, the District argues that it rewards said teachers better than most comparable districts. In this regard, the size of Arcadia's experience increment is quite large when compared with other comparable schools.

The District further contends that if both salary and fringe benefits are considered, its offer still maintains or improves its relative ranking among Conference schools.

Although the District is not arguing ability to pay, it does not believe that the Association's offer should be awarded in light of the cost control limits placed on the District by the State. This contention is reinforced by the uncertainty that exists with respect to the proposed reduction in State aids that is currently pending.

The District believes that the CPI's shortcomings are significant enough to render the CPI an inappropriate measure of the cost of living. It argues that the basic flaws of the CPI are the following:

1. It is a fixed weight index which does not reflect changes in consumer's buying habits.
2. It overstates certain items, while understating others.
3. It overemphasizes the costs of housing.
4. Since the District pays the majority of a teacher's health insurance premium, that portion of the CPI is inapplicable.
5. It does not take quality improvements of goods and services into account.
6. It is biased toward urban areas.

As a result of all of the above factors, a better measure of the actual inflation rate is the Personal Consumption Expenditure (PCE) index, which has been described as follows:

"The implicit price deflator for personal consumption (PCE) is derived from the individual CPI categories (food, gasoline, etc.). But the consumers' actual spending mix in any particular period is used to determine the aggregate price level for consumer spending for that period, rather than a spending that existed in the past. This presents a view of inflation that takes into account the changes in consumer spending patterns brought about by changes in relative prices. An added benefit is that the implicit deflator employs a more accurate treatment of the cost of shelter."

In further support of the use of the PCE instead of the CPI, the District asserts that Section 111.70(4)(c)(7) does not require the use of the CPI exclusively to determine average consumer prices:

"Section 111.70(4)(cm)(7)e does not specify the Department of Labor's CPI as the standard for measuring average consumer prices. Certainly the drafters of the statute could have done so if they wished. Had they done so it might have introduced a new set of issues regarding, for example, the appropriateness of incorporating a federal standard into a state statute. Because the statute is worded as it is, I conclude that arbitrators are free to consider other relevant and reliable indicators of consumer prices or 'cost of living'." 1/

Regardless which indicator is used, in periods of high inflation, employees may not be able to keep up with the cost of living:

"Although all bargaining unit members will be adversely affected by recent cost-of-living increases, few employees (public or private sector) can reasonably expect absolute protection against the inflationary spiral. The best that most employees can currently expect is that they will not slip too far behind." 2/

Nevertheless, the District asserts that its offer more than keeps up with the cost of living as measured by the PCE index, which reflects a 10.6% increase.

#### Association Position:

The Association contends that in terms of both salary and in total compensation (salary plus fringes), Arcadia ranks below the average in all comparable districts.

The Association notes that the District's position is further eroded by the District's offer at the MA base and the schedule maximum with some improvement at the MA maximum, though still below average. The difference between the two salary proposals is most apparent at the maximums of both the MA and Schedule levels.

In support of the fairness of its position, the Association notes that except for the BA Maximum, its offer still has Arcadia well below the Conference average in all areas.

The Association urges that the major deficiency in the District's salary offer is that it increases the distance below average at the schedule maximum, which is already the most vulnerable point of the salary schedule when it is viewed in light of comparable districts.

Reference to comparables support a salary schedule structure with substantially improved pay benefits for teachers at the MA maximum and the schedule maximum.

Instead, the District has offered the highest percentage increases in the early years of the salary schedule and, for the most part, on the Bachelor's column. On the other hand, the lowest raises under the District's offer are offered to the teachers who were at the top of the salary schedule.

The Association submits that when comparing the District's offer to averages in districts in a thirty mile radius of Arcadia, the District offer reduces the Arcadia position in actual dollars at the BA base, the MA maximum and the Schedule maximum, with only a \$9 increase at the BA maximum and a \$2 increase at the MA base. Thus, the District has made minimal improvements in two areas and has allowed further erosion in three others. The Association offer on

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1/ Arlen Christenson, Buffalo County (Dept. of Social Services), WERC Dec. No. 17744-A, August 27, 1980, pp. 3-4.

2/ June Miller Weisberger, Neosho School District, WERC Dec. No. 17305-A, May 14, 1980, p. 4.



the other hand, makes minimal improvement on the MA maximum and substantial improvement at the MA and Schedule maximums, the two areas of greatest deficiency in terms of comparables.

The Association contends that at the column maximums, only Gale-Ettrick-Trempealeau and Holmen rank below Arcadia. Furthermore, both of these districts have longevity payments beyond the salary schedule, and therefore, teachers at the maximums would most likely exceed Arcadia's position in these categories.

While the Association concedes that when overall compensation is considered, the District's offer provides a \$70 improvement at the BA maximum and MA base and a \$20-\$30 improvement at the MA and Schedule maximums, when compared with schools in a 30 mile radius of Arcadia, said improvements are minimal, particularly at the Schedule and MA maximum, where Arcadia ranks farthest below surrounding schools. In this same regard, the slight advantage Arcadia appears to have in fringe benefits is overcome by the deficiencies in the salary schedule itself.

The Association contends that only eight individuals in a bargaining unit of over forty would receive an increase exceeding the cost of living increase if the District's offer were adopted. Even under the Association's offer, only 11 individuals would exceed the increased cost of living to some degree.

The Association contends that the CPI is uniformly used as a valid index in such matters, and more importantly, the State Legislature specifically directs arbitrators to give weight to changes in that index.

Utilizing that index, the Association contends that its offer more closely approximates the 13.1% increase than does the District's offer.

#### Discussion:

In many respects, both parties' salary proposals are reasonable and supportable when analyzed and evaluated in light of the statutory criteria. Neither proposal significantly alters the historical ranking of the district among comparables at points on the salary schedule utilized by the parties for purposes of comparison. Both proposals contain increases which are above the average increases among comparable districts. Both proposals improve the relationship between the District to the average salary received by teachers in comparable districts. The size of increments in both proposals are superior to the increment schedules in the majority of the comparable districts. Both proposals recognize that as Arcadia is the smallest district among the comparables the parties have mutually chosen, it is unlikely that it will become a wage leader among said comparables, and in fact, it is more than likely that it will remain somewhat of a follower. And lastly, it has not been demonstrated that either proposal will cause the District to experience economic hardship which would cause harmful budgetary accommodations.

What distinguishes the parties' proposals is the fact that the Association is attempting to significantly reduce the difference between the District's schedule at the MA maximum and Schedule maximum and the averages of comparable districts at said points on the salary schedule. At the MA maximum, in 1979-80 the District was \$537 below the Conference average. This year the District proposes that this difference be reduced to \$424, while the Association proposes that it be reduced to \$224. Both positions would leave the District in sixth place among comparable districts at this point on the schedule.

A similar situation exists at the Schedule maximum. Last year the District was \$1065 below the Conference average. This year the District proposes to reduce this difference to \$1033 while the Association proposes to reduce it to \$583. Again, both positions leave the District in sixth place among comparables at this point on the salary schedule.

It should be noted with respect to the above figures that they do not take into consideration the longevity payments which are granted in four comparable districts, which would increase the gap between Arcadia's teachers and those in other comparable districts at the column maximums. In this regard it should be pointed out that Arcadia does not have longevity payments.

In order to achieve such improvements for teachers with graduate credits who are at the maximum of their columns, the Association is proposing increases for these teachers which are not at all in line with the size of the increases that have been received by teachers similarly situated in comparable districts.

Thus, the undersigned is confronted with the choice between the District's proposal which is supported by the use of comparables if one utilizes the size, either in percentage or dollars, of the increases received by said teachers, or the Association's proposal which is supported by comparables, at least insofar as the Association's proposal closes the gap somewhat between the District's teachers at the MA and Schedule maximums and those in comparable Conference districts, without altering the ranking of the district among comparables at said points on the salary schedule.

In all candor, it is a very close call on this issue. However, absent a showing that the Association's proposal would impose economic hardship on the District, particularly where as here there is no significant alteration in historical relationships, i.e., rankings among the districts in the Conference with respect to salaries, the undersigned concludes that the Association's salary proposal is slightly more reasonable than the District's. This decision is based upon the fact that the Association's proposal will achieve more uniformity among salaries in comparable districts without significantly disrupting historical salary relationships among comparable districts and without causing the District to experience economic harm in order to achieve this end.

#### Extracurricular Schedule

##### Issue:

The District has proposed a \$1500 or 6.3% increase in the extracurricular schedule while the Association has proposed a \$6089 or 25.75% increase.

The dollar differential between the District and the Association offers in extra duties is \$4,589. Almost half of that amount involves department heads, whereas the District has proposed continuing the \$50 per year salary while the Association has proposed an increase to \$200 per year. The Association has also proposed that a vocal director position be included in the schedule at \$200 per year. The Association has also proposed increases for coaches which are generally \$50-\$75 larger than the District's proposal. Other minor differences also exist in the parties' respective proposals.

##### District Position:

The District asserts that its extracurricular proposal exceeds Conference averages in each position in dispute except for the positions of Band Director and Head Forensics Coach.

Because three contiguous districts have ranges of extracurricular pay, the District urges that it is not possible to calculate the averages of the contiguous schools.

The District asserts that its offer ranks first among Conference schools in seven extracurricular positions and ranks second in seven other positions. In addition, its offer ranks first among contiguous districts in four extracurricular positions and ranks second in eight positions.

In response to the Association's use of the middle rate of extracurricular pay in comparable schools, the District contends that a

comparison of maximum rates portrays more accurately the relative worth of the parties' offers.

With respect to the Department Head position, the District argues that the duties of said positions have remained essentially the same as in prior years.

The position was established to set up a channel of communications between staff and management and to give teachers input into budget making and coordination of purchasing supplies. All of the Department Head duties still accomplish the above ends.

The District points out that six of the fourteen departments consist of only one person and another four departments have only two individuals.

The District contends that it does not have an extracurricular position of vocal director, and yet the Association has proposed \$200 for such a position. By creating such a position, the District would be going against its own policy of not creating additional extracurricular areas. The vocal director has done many things voluntarily which are not required by the District. In fact, only the Christmas program is expected from the vocal director by the District, and this does not justify the creation of a new extracurricular position.

#### Association Position:

In 1979-80, in almost every instance Arcadia's coaches' salaries were above average, in most cases, 10% or more. In 1980-81, the Association contends that the District's offer reduces the District's relative standing in almost every instance. The Association offer, on the other hand, also reduces Arcadia's relative standing in every head coaching position with the exception of head volleyball coach. The Association does however propose improvements in the assistant coaches' salaries.

In overall comparison, the District reduced 15 of 16 categories from the previous year's relative position and the Association reduced 9 while increasing 7 positions, mostly those of the assistant coaches.

The Association contends that prior to the present administration, department head responsibilities involved 10-12 hours of work a year. That work assignment began to change in 1979-80. Now, department heads are expected to work approximately 50 hours a year, a 500% increase. Even where departments are small, the department head has substantial purchasing, accounting, and budgeting responsibilities, particularly where large amounts of supplies are involved. Furthermore, the District conceded that their workload may continue to increase. Thus, if the parties formerly agreed that 10-12 hours of work was worth \$50, the Association urges that a 200% increase in workload merits the \$200 proposed by the Association.

#### Discussion:

Both parties concede that as a whole, both of their proposals reflect an extracurricular schedule which is above the Conference averages. In truth, both of the parties' offers for coaches can be supported by the use of comparables. Because the District has preserved its generally superior position on most positions on the schedule, the undersigned concludes that its offer, at least in this respect, is the more reasonable of the two.

A more troublesome issue arises with respect to department heads. On this issue there are really no useful comparables. The Association has introduced persuasive evidence that the duties and time necessary to perform the assigned duties of said positions has expanded significantly, though the undersigned seriously questions whether there has been a uniform expansion of duties among department heads throughout the District. This is particularly true in very small departments where only one or two teachers are involved. Nevertheless, in light of the rather persuasive evidence that there has been an expansion of department head duties, the District's failure to increase the amount

of remuneration it is willing to offer department heads leads the undersigned to conclude that the District's offer on this issue is less reasonable than the Association's, even if the Association's offer and rationale in support thereof may exaggerate, at least in some instances, the extent to which there has been an expansion of duties.

Because the Association's proposal regarding department head compensation may be unreasonably high in some cases, the District may wish to assess the value of making such assignments in all departments in the future. Furthermore, it may wish to consider developing a compensation plan for department heads in future rounds of negotiations which more accurately correlates compensation to the amount of time necessary to perform assigned duties in individual departments, taking into account the fact that assignments in all departments may not be identical in the amount of time required to perform assigned duties and in the nature of the duties that may be assigned. For example, it would appear that some department heads primarily have budgeting, accounting, and ordering responsibilities, while other department heads may be required to spend much more time with other faculty members in the department planning curriculum and performing similar responsibilities. A valid question may be raised as to whether both of these types of positions should be similarly compensated.

Lastly, reference to comparables supports the Association's contention that the extracurricular schedule should make provision for a vocal director in the event the District wishes to fill such a position. Clearly the practice in other comparable districts is to provide for such a position and the Association's salary proposal is not out of line with such comparable districts.

The fact that the extracurricular schedule makes reference to such a position does not mean that the position need be filled by the District. If in fact it chooses to assign extracurricular duties which normally would be performed by a vocal director, the schedule would set forth the salary which should be paid said individual. Of course, if the District is fortunate enough to continue to have such duties performed on a voluntary basis, and does not have to resort to the assignment of such duties to have them performed, this provision in the agreement would not necessarily prevent such an arrangement, so long as no improper coercion were involved.

Because the Association's proposals on two of the above three issues are more reasonable than the District's, and because these two issues account for approximately half of the amount in dispute with respect to extracurricular compensation, the undersigned finds the Association's overall proposal on extracurricular duties slightly more acceptable than the District's.

#### Bus Driver Pay

Issue:

The District proposed the following compensation schedule:

\$4.00 per hour  
\$22.00 maximum per trip

The Association on the other hand has proposed the following:

\$4.00 per hour  
\$24.00 maximum per trip.

Association's Position:

The 1979-80 agreement contained the following clause: "Bus driver pay - \$3.00 per hour (with \$18.00 maximum) for drivers assigned for athletic events and field trips outside of town."

Under said provision, drivers were paid for trips not to exceed six hours. The Association maintains that its proposal retains

that same standard. Futhermore, it argues that the District has not provided any rationale to support a change, particularly since the District has only put a \$50 total cost on this item.

District Position:

The District contends that its proposed increase in the trip maximum is 22% over last year's rate. Since the majority of trips are to athletic events which last less than six hours, the dispute over the maximum rate is not really applicable to most trips.

Teachers are employed to drive for athletic events and field trips outside of town to hold down costs. If the District cannot save any money by employing teachers to drive, there would be no reason to use teachers in this manner. Thus, it is in both parties' interest for the District to continue to experience savings in this area.

Discussion:

Although the District has argued that potential cost savings is the primary rationale in support of its position, in its costing of the parties' respective proposals, it has only estimated the difference to be a total of \$50. The record also indicates that most trips driven are less than six hours. Accordingly, no persuasive reason has been presented, in the undersigned's opinion, to support the proposed change from the current assignment's maximum of six hours pay. This conclusion is reinforced by the parties' agreement on the hourly pay bus drivers will receive under the agreement. Because no persuasive reason has been presented in support of the proposed change in the current maximum number of hours for which bus drivers would be paid, the undersigned concludes that the Association's proposal is more reasonable than the District's in this regard.

Professional Clinic Compensation

Issue:

District's position:	Up to \$40 for a one-day clinic Up to \$65 for a multi-day clinic
Association's position:	\$40 for a one-day clinic \$65 for a multi-day clinic.

Association Position:

The 1979-80 agreement included the following language regarding this issue:

"Teachers attending professional clinics on their own time shall be paid \$40.00. Limit is one event per school year. Prior approval of the event must be obtained from the administration."

The Association contends teachers are currently paid to attend such conferences and this practice and benefit should continue. Instead, it argues that the District's proposal is regressive and that it has failed to justify this change in concept.

District Position:

The District contends that many comparable districts have no provision in their agreements pertaining to this issue. Most Districts which do have some provision only reimburse the expenses incurred by the teacher.

The District also argues that it not only has to pay the expenses of the teacher who attends a clinic, but also must pay the cost of a substitute. The District feels that under such circumstances, the teacher must make some commitment as well, particularly in situations where the District does not require teachers to go to such clinics.

## Discussion:

The record indicates that approval to attend clinics is given only on non-school days. If a teacher wants to attend a clinic on a work day, the teacher may take miscellaneous leave, but the teacher's expenses will not be covered, unless the teacher is directed to attend, under which circumstances no leave need be taken and all costs will be covered.

Accordingly, the District's argument that it must also pay for substitutes when teachers attend such clinics does not appear to be pertinent or accurate, based upon the evidence in the record with respect to the practice that is in existence with respect to this issue.

In spite of the fallacy of the District's argument, its position on the issue appears to be more consistent with equitable principals and with the legitimate interests of both the District and the teachers than the Association's position. Attendance at such clinics is not required by the District, and therefore it cannot persuasively be argued that it should have the responsibility to pay teachers for the time they spend attending such conferences. This is particularly true since such attendance is on the teachers' own time rather than during their normal work week.

Furthermore, the change in the practice proposed by the District is supported by the fact that the District is now willing to reimburse teachers for a larger amount than it has in the past, and since it is willing to make a larger contribution to the teacher who wishes to attend such conferences, it is not unreasonable for the District to want that contribution to relate to the expenses the teacher actually incurs, rather than being a blank check for the attendance at such conferences, totally unrelated to expenses actually incurred.

Since neither party's position is supported by the practice or experience in comparable districts, (such provisions do not exist in any significant number among comparable districts), and since the District's position is supported by more persuasive argument than the Association's, the undersigned concludes that the District's position is more reasonable than the Association's on this issue.

## Miscellaneous Leave

### Issue:

District position: 2 days/no accumulation

Association position: 2 days/accumulative to 3 days.

### District Position:

The District contends that only two comparable districts, Black River Falls and Onalaska, have emergency or personal leave provisions equivalent to Arcadia's miscellaneous leave which allow for any accumulation. In this regard, Black River Falls only allows accumulation to two days. In addition, no contiguous district has any provision for accumulation.

The District further contends that it allows a reasonable number of miscellaneous leave days when compared to Conference and contiguous districts. Only Holmen and West Salem offer more days. In this regard, West Salem's provision includes family illness which is covered under another leave provision in Arcadia.

The Association contends that the emergency leave provision of Black River Falls, Galesville-Ettrick-Trempealeau, and Westby are comparable to Arcadia's miscellaneous leave. The District disputes this contention, because it believes that these provisions cover matters which are included under other leave provision in Arcadia, such as funeral leave or leave for sickness in the immediate family.

Association Position:

Among comparable districts, the Association contends that only Black River Falls restricts the use of personal and/or emergency days to two. Others all have three or more, either by direct grant or they can be earned either through accumulation or at the discretion of the administrator.

Discussion:

The undersigned believes that reference to comparable districts supports the District's contention that its position is closer to the norm than the Association's. Only two comparable districts grant as a matter of right, not subject to supervisory discretion or approval, a similar type of leave. Of those two districts, one grants one day per year, accumulative to two, while the other grants two days, accumulative to four. Such leave among the remainder of the comparable districts is subject to discretionary approval, in two cases up to two days per year with no additional accumulation, and in the two remaining districts, such leave may be granted up to three and five days per year, without additional accumulation.

Accordingly, because the District grants two days of such leave as a matter of right, in view of the above comparable data, the undersigned concludes that the District's miscellaneous leave benefit is comparable or superior to similar benefits in the majority of the comparable districts. Therefore, the undersigned concludes that the District's position on this issue is more reasonable than the Association's.

Schedule Deviation

Issue:

District position:	The Board reserves the right to deviate from the schedule (for teachers in special fields, limited supply, or extenuating circumstances)
Association position:	The Board reserves the right to deviate from the schedule for teachers in special fields, limited supply, or extraordinary circumstances for one year's salary and then revert to the salary schedule.

District Position:

The District does not dispute that the comparables do not favor its position on this issue; however, it feels that Arcadia has unique problems recruiting which support its position. These problems arise because of Arcadia's rural and remote location.

Furthermore, Arcadia cannot compete for teachers in scarce supply on the same basis as districts which allow full credit for previous experience or have schedule deviation provisions. The District feels that experience gained in successful teaching in other districts deserves recognition.

Association Position:

The Association contends that among comparable districts, four do not allow deviation from the salary schedule, one allows deviation but only with the Association's approval, while one allows deviation in specified areas. Such comparable experience supports the reasonableness of its position.

Discussion:

Although the undersigned does not question the District's assertion that it has had difficulty recruiting teachers in the past because of its location and size, the undersigned concludes that its proposal

to resolve that problem is not a reasonable one. The most disturbing aspect of the proposal is that it threatens the integrity of the salary schedule without affording the other teachers in the District sufficient assurance that the discretion offered the District would be exercised in a fair and equitable manner. Although the District asserts that it would not grant newly recruited teachers credit that they have not earned elsewhere, the District's proposal does not restrict it in that regard. If that is the only discretion the District seeks, a far more reasonable approach would have been for the District to have sought the right to grant experience credits earned in other districts when it recruits experienced teachers. This approach would not threaten the integrity of the salary schedule and would better enable it to compete for experienced teachers. Because there are far less drastic approaches to help the District resolve the recruiting problems it may have than that which has been proposed, and because preservation of the integrity of the salary schedule is a legitimate objective which the Association seeks to preserve, the undersigned concludes that the Association's proposal on this issue is more reasonable than the District's.

The undersigned is not saying that the recruiting problem is not a legitimate problem deserving attention, but instead suggests that the District propose solutions which preserve the integrity of the salary schedule to the maximum extent possible.

#### Duration (Scope of Reopener)

##### Issue:

District position: 2 year agreement, except that salary schedule, extracurricular schedule, health insurance, life insurance and calendar may be reopened in one year.

Association position: 2 year agreement, except any salary, economic fringe benefit proposals, and leave policies may be reopened in one year.

##### District Position:

The District contends that its reopener proposal is very specific while the Association's proposal is too vague and indefinite. It sees no advantage in a limited reopener if the parties are not sure what can be reopened.

##### Association Position:

Regarding the reopener, the Association notes that among comparable districts, many fringe benefits are provided which are not provided Arcadia's teachers. Opening this area for bargaining does not mandate an agreement in any of these areas, in fact, the use of comparables generally would not support the Association's efforts in most of these fringe benefit areas.

Such benefits may have advantages both to the District (many are exempt from STRS and social security taxes) and the teachers, and therefore, said benefits should be subject to negotiation when other economic issues are considered.

##### Discussion:

Although the Association has made a persuasive argument that the reopener should include certain economic fringe benefits which may be in the mutual interests of the parties because of their tax and STRS consequences, the District's arguments regarding the ambiguity that is inherent in the Association's proposal and the potential disagreements that may arise therefrom is more persuasive to the undersigned in evaluating the relative reasonableness of the parties' positions on this issue. If the Association had spelled out the economic fringe benefits it wants to negotiate, its position probably would have been the more reasonable of the two. Since it has not, the undersigned concludes that the District's position is slightly more reasonable than the Association's on this issue.



## Fair Share

### Issue:

District position: Retain dues deduction, no fair share.

Association position: Full fair share.

### District Position:

The District does not oppose teacher support for the Association, but does oppose being the "middle man" between the Association and those teachers who are not convinced the Association merits their support.

It believes the Association's proposal will create morale problems among the teaching staff. It notes in this regard that the Association's proposal does not contain a "grandfather clause" which would exempt current non-members from being covered by fair share, which is frequently used when fair share is initially bargained. Nor has the Association considered other incremental improvement in union security such as a maintenance of membership clause, which would have been a more reasonable move.

The District believes that fair share should not come about as a result of an arbitrator's award but rather as a result of a voluntary agreement between the parties since it involves a fundamental element of the relationship between the parties and affects all employees.

The District also argues that the Association failed to present evidence showing a real and tangible need for fair share.

The District does not believe it is right to force people to contribute money to an association that they do not believe in. Fair share would destroy the initiative of the Association to justify itself.

The District contends that a majority of comparable districts do not have fair share agreements. Of the seven schools in the Conference, only three presently have fair share. Of the six contiguous districts, only two presently have fair share. In Blair, the District has agreed to fair share subject to a referendum.

### Association Position:

The Association argues that of the sixteen schools within a 30-mile radius of Arcadia, eleven schools now have fair share. Two schools do not have fair share, while it is at issue in the remaining districts. In the Conference, three schools have fair share, three do not, and it is at issue in Arcadia. Among contiguous districts, four of the six schools have fair share, one does not, and it is at issue in the last.

### Discussion:

The parties' arguments in support of and opposition to fair share are longstanding and are as pertinent today as they were at the inception of the concept. The undersigned will not address the arguments in support of and opposition to the concept except to state that there are meritorious components to both positions and that any conclusions by the undersigned on the relative merits of the parties' positions is not likely to change the losing party's mind on the issue. Instead, the issue will be decided by referring to comparable districts, which slightly supports the Association's position, particularly when Cochrane-Fountain City is taken into consideration, and in recognition of the fact the rights of individuals under such fair share agreements are receiving increasing attention by the courts and the Wisconsin Employment Relations Commission.<sup>3/</sup> Such attention

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<sup>3/</sup>Milwaukee Public Schools (Browne) Dec. No. 18408, February 3, 1981

is directed toward balancing the rights of dissenting individuals with the rights of the elected majority representative, and in the undersigned's opinion, the system is trying to address in a fair and equitable manner many of the concerns expressed by the District in this proceeding. For the foregoing reasons, the undersigned believes that the Association's position on fair share is more reasonable than the District's.

Total Final Offer

Discussion:

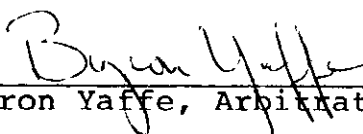
For the reasons discussed above, the undersigned has determined that the Association's proposals on the salary schedule, the extra-curricular schedule, bus driver pay, schedule deviation, and fair share are more reasonable than the District's, even though certain problems which have previously been discussed with regard to those proposals need to be resolved in future negotiations. On the other hand, the District's proposals on compensation to attend professional clinics, miscellaneous leave and the scope of the reopener are the more reasonable of the two sets of proposals.

Based upon all of the foregoing considerations, the fact that the Association has offered the more reasonable proposals on what the undersigned considers to be the more significant issues in dispute, and the fact that there has not been a showing that the District cannot afford to fund such a settlement without making unreasonable accommodations in other areas of the budget, the undersigned concludes that the Association's final offer is the more reasonable of the two final offers which have been submitted in this proceeding.

AWARD

The 1980-82 agreement between the School District of Arcadia and the Arcadia Education Association shall include the final offer of the Association which has been submitted herein.

Dated the 8<sup>th</sup> day of April, 1981 at Madison, Wisconsin.

  
Byron Yaffe, Arbitrator