

CONFIDENTIAL

JUL 15 1981

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In The Matter Of The Arbitration Between:

OAK CREEK - FRANKLIN JOINT CITY
SCHOOL DISTRICT NO. 1

Decision No. 18222-A

-and-

OAK CREEK EDUCATION ASSOCIATION

Appearances: James H. Gibson, UniServ Director, for the Association
Mark L. Olson, Attorney at Law, for the Employer

The Oak Creek Education Association, hereinafter referred to as the Association, is the exclusive collective bargaining representative of certain employees of the Oak Creek - Franklin Joint City School District No. 1, hereinafter referred to as the Employer. The collective bargaining unit consists of all classroom teachers, librarians and guidance counselors, excluding principals, assistant principals, supervisors and administrators. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees and that agreement expired on August 15, 1980. On May 8, 1980, the parties exchanged proposals on matters to be included in a new collective bargaining agreement and they met on six occasions in an effort to reach accord on a new collective bargaining agreement. On August 15, 1980 the Association filed a petition requesting that the Wisconsin Employment Relations Commission initiate Mediation/Arbitration pursuant to section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On October 21, 1980, a member of the commission's staff conducted an investigation and found that the parties were deadlocked in their negotiations. On October 29, 1980 the parties submitted their final offers to the investigator. The Association's final offer is attached hereto and marked addendum "A". The Employer's final offer is attached hereto and marked addendum "B".

Upon being advised that the parties remained at impasse the Wisconsin Employment Relations Commission named Zel S. Rice II as the Mediator/Arbitrator in the dispute. A mediation session was held at Oak Creek, Wisconsin, on February 9, 1981. Prior to the mediation session the parties had agreed with each other that the only subjects for mediation to be considered by the arbitrator were the proposal of each party for a salary schedule and the Employer's proposal permitting it to assign teachers to substitute service when regular substitute teachers were not available. The Employer's proposal provides that in grades 7 through 12 the Employer can assign teachers to one period of paid substitute service per day on those occasions when regular substitute teachers are not available. It further stipulated that in the event a substitute is needed, it will first try to obtain substitute teachers and will then try to obtain volunteers from among its teachers before assigning a teacher to a period of paid substitute service.

The Association's salary proposal contains the same index relationship that has been part of the salary schedule for the past two years. It was initially

initially imposed by the arbitrator and agreed upon in the negotiations for the 1979-1980 collective bargaining agreement. It contains 13 steps plus a longevity payment at the beginning of the second year of placement on the final step. There is a BA lane, a BA+10/15 lane, a BA+20/30 lane, an MA lane, an MA+10 lane, an MA+20 lane and an MA+30 lane. The relationships between the various steps reflect a change from those that existed in the salary schedule that has been part of the last two collective bargaining agreements. The schedule provides a beginning salary for a BA teacher of \$12,300.00 and the proposal would provide teachers with an average increase of \$1,760.00 which the Employer contends is a 10 per cent increase.

The Association utilizes the three different comparable groups that were utilized by Arbitrator Frank Zeidler in a Mediation/Arbitration award issued by him involving the South Milwaukee School District in January of 1980. The first group of most comparable schools include Cudahy, South Milwaukee, Oak Creek and St. Francis. Zeidler also referred to a regionally comparable group which included the four named plus Franklin, Greendale, Greenfield and Whitnall. He also used a third group of general comparability which included the eight schools in the first two groups plus Brown Deer, Germantown, Elmbrook, Menomonee Falls, Muskego, New Berlin, Nicolet, Shorewood, Wauwatosa and West Allis. The criteria utilized by Zeidler indicates that there is a substantial relationship between the employers in the three comparable groups. The average daily attendance, the budgeted costs per pupil, the tax rate, the state aids per pupil, the taxable property per pupil, the tax on a \$50,000.00 home and the pupil teacher ratio are not completely disparate. Elmbrook, New Berlin, Wauwatosa and West Allis have substantially larger average daily attendances than the other schools in the comparable group. The average budgeted costs per pupil for each of the three groups is fairly close as is the full value tax rate. The state aids per pupil range from a low of \$270.00 to a high of \$1,195.00. The Employer receives \$830.00 in state aids per pupil, which is fairly close to the average. Some of the schools of general comparability have a much larger tax base and the full value of taxable property per pupil is much larger for them than it is for the schools in the two other comparable groups. The tax rate on a \$50,000.00 home in each of the three comparable groups is fairly close and so is the pupil teacher ratio. The Employer has the highest income per taxpayer of the districts in the most comparable group, the fifth highest income per taxpayer in the regionally comparable group and the fourteenth highest income per taxpayer in the generally comparable group.

The biggest single difference between the two proposals is in the increment structure. In the BA column of the Association's proposal the first four increments in the BA column are 5 per cent of the base or \$612.00. Each of the remaining steps in the BA column increases by 6 per cent of the base or \$734.00. The longevity increment for that column was \$765.00. The Association's proposal provides that the beginning step of a BA+10/20 increases by 4 per cent of the BA column or \$489.00. The first two increments of the BA+10/20 column are 5 per cent of the BA base or \$612.00. The next eight increments are 6 per cent of the BA base or \$734.00. The last three increments are 7 per cent of the BA base or \$856.00. The longevity increment in the BA+10/20 is \$810.00. In moving from the BA+10/20 column to the BA+20/30 column there is an increase of 4 per cent of the BA base or \$489.00. The first two increments in that column are 5 per cent of the BA base or \$612.00. The next seven increments are 6 per cent of the BA base or \$734.00. The last four increments in that column are 7 per cent of the BA base or \$856.00. The longevity increase in that column totals \$830.00. In moving from the beginning of the BA+20/30 column to the MA column there is an

increase of 5 per cent of the BA base or \$612.00. The first increment in the MA column is 5 per cent or \$612.00. The next seven increments are 6 per cent of the BA base or \$734.00 and the last five increments are 7 per cent of the BA base or \$856.00. The longevity increase in that column is \$920.00. In moving from the beginning rate of the MA column to the beginning rate of the MA+10 column, there is an increase of 5 per cent or \$612.00. The first seven increments in the MA+10 column are 6 per cent or \$734.00. The next five steps in that column are 7 per cent or \$856.00 and the last increment is 8 per cent of the BA base or \$978.00. The longevity increment in that MA+10 column is \$885.00. The beginning level of the MA+20 column is 5 per cent or \$612.00 higher than the beginning step of the MA+10 column. The first six increments in the MA+20 are 6 per cent of the BA base or \$734.00. The next five increments are 7 per cent of the BA base or \$856.00 and the last increment is 8 per cent of the BA base or \$978.00. The longevity increase in that column is \$895.00. The first step of the MA+30 has a 5 per cent increase over the first step of the MA+20 or \$612.00. The first six increments of the MA+30 column are 6 per cent increase over the MA+20 or \$734.00. The next six increments are 7 per cent of the BA base or \$856.00. The last increment is 8 per cent of the BA base or \$978.00. The longevity increment in that column is \$920.00. The percentage relationships between the columns and between the various increments in this proposal are exactly the same as they were in the salary schedule for each of the past two years.

The Employer's proposal completely revises the salary schedule that has been in effect for the past two years and establishes relationships between the various steps and columns that are different from and have no relationship to those that have been included in the two prior collective bargaining agreements. The BA column has a base of \$12,300.00 and includes twelve increments providing a top salary of \$20,385.00. In addition there is a longevity step of \$900.00. The first increment in the BA column is \$585.00, the second one is \$590.00 and the third one is \$585.00. The fourth and fifth are \$705.00, the sixth is \$700.00, the seventh is \$705.00, the eighth is \$700.00, the ninth and tenth are \$705.00, the eleventh \$700.00, and the twelfth is \$705.00. The first step of the BA+10/15 is \$470.00 more than the first step of the BA. The first increment in the BA+10/15 column is \$585.00, the second is \$705.00, the third is \$700.00, the fourth is \$705.00, the fifth is \$700.00, the sixth is \$705.00, the seventh is \$700.00, the eighth is \$705.00, the ninth is \$700.00, the tenth is \$820.00, the eleventh is \$800.00, and the twelfth is \$820.00 for a maximum of \$21,440.00. In addition there is a longevity increase of \$915.00. The beginning step of the BA+20/30 column is \$465.00 higher than the BA+10/15 column. The first increment in the BA+20/30 column is \$590.00, the second is \$700.00, the third is \$705.00, the fourth is \$700.00, the fifth and sixth are \$705.00, the seventh is \$700.00, the eighth is \$705.00, and the ninth, tenth, eleventh and twelfth are \$820.00 for the maximum salary in that column of \$22,025.00. There is also a longevity step of \$930.00. The beginning step of the MA column provides for an increase of \$590.00 over the beginning step of the BA+20/30 column. The first increment in the MA column is \$700.00, the second is \$705.00, the third is \$700.00, the fourth and fifth are \$705.00, the sixth is \$700.00, the seventh is \$705.00, and the eighth, ninth, tenth, eleventh and twelfth are \$820.00 for a maximum MA salary of \$22,845.00. There is also a \$1,000.00 longevity increment. The beginning step in the MA+10 column is \$700.00 over the beginning step of the MA column. The first increment in the MA+10 column is \$705.00, the second is \$700.00, the third and fourth are \$705.00, the fifth is \$700.00, the sixth is \$705.00, the seventh, eighth, ninth, tenth and eleventh are \$820.00, and the twelfth is \$945.00 for the maximum salary in that column of \$23,780.00. There

is also a longevity payment of \$1,015.00. The beginning step of the MA+20 column is \$585.00 higher than the first step of the MA+10 column. The first and second increments are \$705.00, the third is \$700.00, the fourth is \$705.00, the fifth is \$700.00, the sixth is \$715.00, the seventh is \$810.00, the eighth, ninth, tenth and eleventh are \$820.00, and the twelfth is \$935.00 bringing a salary at the top step of the MA+20 column of \$24,365.00. There is also a longevity payment of \$1,030.00. The first step of the MA+30 column is \$590.00 higher than the beginning step of the MA+20 column. The first increment in the MA+30 column is \$700.00, the second is \$705.00, the third is \$700.00, the fourth is \$705.00, the fifth is \$700.00, the sixth, seventh, eighth, ninth, tenth and eleventh are \$820.00, and the twelfth is \$940.00 for a top salary in the MA+30 column of \$25,070.00. There is also a provision for a longevity payment of \$1,045.00. The main thrust of the new salary schedule proposed by the Employer is to reduce the number of steps from 14 to 13 and reduce the size of the annual increments. It provides a higher starting salary and a lower maximum salary in each of the columns. The longevity payment proposed in each column by the Employer is higher than that proposed by the association.

The Consumer Price Index has increased 13.7 percent in the Milwaukee area during the period of the last collective bargaining agreement. During the 1979-1980 school year, the Employer's average teacher salary ranked second in the most comparable group, third in the regionally comparable group, and fourth in the generally comparable group. The Germantown school district had an average teacher salary \$1,463.00 lower than that of the Employer while West Allis had an average teacher salary \$1,314.00 higher than the Employer. However, the Employers' teachers have generally received an average salary higher than that received by most teachers in the three comparable groups.

The seven school districts in UniServ Council 10 that make up the southeastern suburban Milwaukee area were unable to reach agreement on a wage scale for the 1980-1981 school year. In Cudahy, the board proposed a 9.8 percent increase that would provide an average increase of \$1,751.00 and maximum salary increases of 7.7 percent which would range from \$1,461.00 to \$1,869.00. The teachers proposed an average increase in Cudahy of 14.3 percent or \$2,557.00. It would provide a maximum salary increase of 12.5 percent which would range from \$2,349.00 to \$3,019.00. In Franklin, the board proposed an average increase per teacher of 9.8 percent or \$1,760.00. The maximum salary increase under that proposal would be between 7.9 percent and 8.1 percent and would range from \$1,525.00 to \$1,836.00. The teachers in Franklin proposed an average increase of 14.3 percent or \$2,556.00. The proposal would provide a maximum increase of 13 percent which would range from \$2,450.00 to \$3,031.00. In Greendale, the Employer proposed an average increase per teacher of 9.4 percent or \$1,775.00. This would provide salary increases at the maximums of 6.7 percent which would range from \$1,221.00 to \$1,685.00. The teachers proposed an average increase per teacher of 13.5 percent or \$2,559.00. This would have brought a maximum salary increase of 12.4 percent which would range from \$2,250.00 to \$3,103.00. The issue was submitted to arbitration, and the award of Arbitrator Byron Yaffee issued on February 2, 1981, selected the proposal of the Employer. In the Greenfield school district, the board proposed an average increase per teacher of 10.4 percent or \$1,860.00. It would have resulted in salary increases at the maximums ranging from 9.1 percent to 9.8 percent. The dollar figure ranges from \$1,784.00 to \$2,124.00. The teachers proposed an average increase per teacher of 14.3 percent or \$2,551.00. Their proposal would provide salary increases at the maximums ranging from 12.7 percent to 13.4 percent. The dollar figure ranges from \$2,440.00 to \$2,969.00. In the St. Francis

school district, the board proposed an average increase per teacher of 10.4 percent or \$1,606.00. The increase at the maximums under that proposal would be 6.8 percent which ranges from \$1,338.00 to \$1,409.00. The teachers proposed an average increase per teacher of 15.9 percent or \$2,549.00. It would provide a salary increase at the maximums of 13.8 percent which ranges from \$2,737.00 to \$2,884.00. The South Milwaukee school district proposed an average increase per teacher of 9.8 percent or \$1,807.00. This would result in an increase at the maximums of 9.5 percent which ranges from \$1,805.00 to \$2,106.00. The South Milwaukee teachers' proposal provides an average increase per teacher of 13.1 percent or \$2,414.00. The salary increase at the maximums would be 12.5 percent which ranges from \$2,375.00 to \$2,771.00. The West Allis school district reached agreement with its teachers on September 10, 1980. The agreement provides for an average increase per teacher of 13.6 percent or \$2,626.00. Adding the dental insurance coverage and the long-term disability coverage brings the cost of the average increase per teacher to 14.9 percent or \$2,881.00. This proposal would provide an increase of 11.3 percent at the maximums which range from \$2,286.00 to \$2,724.00. Wauwatosa reached agreement with its teachers on July 31, 1980. The agreement provides for an average increase per teacher of 12.5 percent or \$2,301.00. The salary increase at the maximums would be 8.5 percent to 9.5 percent and range from \$1,545.00 to \$2,286.00. The Whitnall school district has not yet reached an agreement. There is an investigation under way as part of the mediation arbitration procedure, but final offers have not yet been certified. In Brown Deer, the teachers made a proposal that would have provided an average increase per teacher of 13 percent or \$2,309.00. The salary and dental package together provided an average increase in cost of 13.6 percent or \$2,420.00. The total package offer of the teachers in Brown Deer provided an average increase in cost per teacher of 13.3 percent or \$3,032.00. The school board in Brown Deer offered an average increase per teacher of 10.4 percent or \$1,849.00. Adding the cost of the dental program to the salary raised the average increase in cost per teacher to 11 percent or \$1,959.00. The total increase in cost per teacher of the school district offer was 10.8 percent or \$2,467.00. In a decision dated January 14, 1981, Arbitrator June Weisberger selected the Employer's final offer. In Menominee Falls, the teachers made a proposal that would have resulted in an average increase per teacher of 13.1 percent or \$2,352.00. Adding the cost of one-half of the dental program to that would have resulted in an average increase per teacher of 13.6 percent or \$2,452.00. The school board in Menominee Falls proposed an average increase per teacher of 9.9 percent which was \$1,778.00. Adding the cost of one-half of the dental program to that made the increase 10.4 percent or \$1,868.00. An agreement between the parties was reached in mediation on January 22, 1981 that resulted in an average increase per teacher of 11.7 percent or \$2,099.00. The average increase in cost per teacher of the salary and one-half of the dental program that was agreed upon was 12.2 percent or \$2,189.00. Whitefish Bay, Nicolet, New Berlin, and Elmbrook are in the second year of a two-year agreement; and Muskego and Shorewood are still bargaining.

The Employer gave its superintendent an increase of 11.5 percent in December of 1980. At the same time, it gave its business manager an 8.7 percent increase. It reached an agreement with the custodial aides and laundry workers that provided for a two-year agreement with a 10.6 percent increase the first year and 10.4 percent the second year. Data center employees were given a one-year agreement with a 9 percent increase. Lunch program workers received a 10.25 percent increase in a one-year agreement. Non-teaching, non-scheduled employees were provided with a 10 percent increase in a one-year agreement. The Association's proposal would provide an average salary for its teachers of

\$20,225.00. The Employer's proposal would provide them with an average salary of \$19,426.00.

During the 1979-1980 school year, the Employer paid its teachers an average salary of \$17,666.00. West Allis paid its teachers \$18,980.00 during the 1979-1980 school year which was \$1,314.00 more than the Employer paid. During 1980-1981, West Allis will pay its teachers an average salary of \$21,625.00 which is \$2,379.00 more than the average salary proposed by the Employer and \$1,400.00 more than the average salary proposed by the Association. During 1979-1980, Wauwatosa paid its teachers an average salary of \$17,087.00 which was \$579.00 less than the Employer paid. During 1980-1981, Wauwatosa will pay its teachers an average salary of \$19,224.00. If the Employer's proposal is implemented, it would bring the average salary paid by the Employer to within \$202.00 of the average salary paid by Wauwatosa. If the Association's proposal is implemented it would increase the differential between the average salary paid by the Employer and Wauwatosa to \$1,001.00. Germantown paid its teachers an average salary of \$16,203.00 in 1979-1980, which was \$1,463.00 less than the average salary paid by the Employer. During 1980-1981 Germantown will pay its teachers an average salary of \$18,203.00. If the Employer's proposal is implemented the difference between the average teachers salary in Germantown and that of the Employer would be reduced to \$1,223.00 and it would be increased to \$2,022.00 if the proposal of the Association was implemented. Brown Deer paid its teachers an average salary of \$16,424.00 during the 1979-1980 school year which was \$1,242.00 less than the Employer paid. During 1980-1981 Brown Deer will pay its teachers an average salary of \$18,091.00. If the Employer's proposal is implemented the difference between the average salary of it and Brown Deer will be increased to \$1,335.00, and if the Association's proposal is implemented it will be increased to \$2,134.00. Menomonee Falls paid its teachers an average salary of \$16,506.00 during the 1979-1980 school year which was \$1,160.00 less than the Employer paid its teachers. During 1980-1981 Menomonee Falls will pay its teachers an average salary of \$18,464.00. If the Employer's proposal for 1980-1981 is implemented the differential between the average salary for its teachers and that of Menomonee Falls will be reduced to \$962.00. If the Association's proposal is implemented the differential will be increased to \$1,761.00. New Berlin paid its teachers an average salary of \$16,812.00 during 1979-1980 which was \$854.00 less than the average salary paid by the Employer. During 1980-1981 New Berlin will pay its teachers an average salary of \$17,965.00. If the Employer's proposal is adopted the differential between the average salary for it and New Berlin will be increased to \$1,461.00. If the Association's proposal is implemented, the differential will be increased to \$2,260.00. Elmbrook paid its teachers an average salary of \$16,938.00 during the 1979-1980 school year which was \$728.00 less than the Employer paid. During the 1980-1981 school year Elmbrook will pay its teachers an average salary of \$18,546.00. If the Employer's proposal is implemented, the differential between the average salary of its teachers and those of Elmbrook will be increased to \$880.00. If the Association's proposal is implemented, the differential will be increased to \$1,679.00. Greendale paid its teachers an average salary of \$18,531.00 during the 1979-1980 school year which was \$685.00 more than the average salary the Employer paid to its teachers. During 1980-1981 Greendale will pay its teachers an average salary of \$19,992.00. If the Employer's proposal is implemented the differential between the average salary for its teachers and that of Greendale would be reduced to \$566.00. If the Association's proposal is implemented the differential would be increased to \$918.00.

The average cost per teacher of the Employer's proposal is \$25,072.32. This is an increase of \$2,296.36 over the average cost per teacher during the 1979-1980 school year and represents an increase of 10.1 percent over that year.

The minimum salary for a BA teacher in the general comparability group during the 1979-1980 school year ranged from the \$10,850.00 paid by Whitefish Bay to the \$13,220.00 paid by West Allis. The Employer paid a minimum of \$11,010.00. The maximums paid to a BA teachers in the general comparability group ranged from the low of \$15,849.00 paid by Germantown to the high of \$20,849.00 paid by West Allis. The Employer paid a maximum of \$19,157.00 to BA teachers.

Nine schools in the general comparability group have agreed upon their salaries for the 1980-1981 school year. The minimum for a BA that has been agreed upon ranges from the low of \$11,567.00 paid by Brown Deer to the high of \$14,250.00 paid by West Allis. Cudahy, Franklin, Greenfield, St. Francis, South Milwaukee, and the Employer are included in the general comparability group but they have not yet reached agreement.

During 1979-1980, salaries for a teacher with a BA degree plus ten credits ranged from the low of \$10,855.00 paid by Nicolet to the high of \$13,220.00 paid by West Allis. The Employer paid a minimum salary of \$11,450.00 to a teacher with a BA degree plus ten credits. The maximum paid by the general comparability group during the 1979-1980 school year to a teacher with a BA degree plus ten credits ranged from the low of \$15,849.00 paid by Germantown to the high of \$20,849.00 paid by West Allis. The minimums for the nine schools range from the low of \$11,625.00 paid by Menomonee Falls to the high of \$14,250.00 paid by West Allis. The maximums paid by those schools during 1979-1980 to teachers in the category of BA plus ten credits ranged from a low of \$17,328.00 paid by Germantown to the high of \$22,473.00 paid by West Allis. The minimum salary paid to a teacher with a BA plus 20 credits during the 1979-1980 school year in the general comparability group ranged from a low of \$11,249.00 paid by Elmbrook to the high of \$13,344.00 paid by West Allis. The Employer paid a minimum of \$11,890.00 to a teacher in that category. The maximums paid by schools in the general comparability group to a teacher with a BA degree plus 20 credits during that year ranged from the low of \$17,488.00 paid by Germantown to the high of \$21,321.00 paid by West Allis. The maximum paid by the Employer to a teacher with a BA degree plus 20 credits was \$20,699.00. Of the schools in the general comparability group that have reached agreement on the 1980-1981 salary schedule the minimums for a teacher with a BA degree plus 20 credits range from the low of \$11,801.00 paid by Brown Deer to the high of \$14,384.00 paid by West Allis. Those same schools have reached agreement on maximums for a teacher with a BA plus 20 credits ranging from the low of \$19,121.00 paid by Germantown to the high of \$22,982.00 paid by West Allis. The 1979-1980 salary schedules of the general comparability group for a teacher with a Masters Degree ranged from the low of \$11,631.00 paid by Brown Deer to the high of \$13,991.00 paid by West Allis. The Employer paid a teacher with a Masters a minimum of \$12,441.00. The maximums paid by the general comparability group to teachers with a Masters Degree ranged from a low of \$20,216.00 paid by Brown Deer to the high of \$23,608.00 paid by West Allis. The Employer paid a maximum of \$21,470.00 to a teacher with a Masters Degree during that year. Of those school districts in the general comparability group that have reached agreement on a 1980-1981 salary schedule, the minimums for a teacher with a Masters Degree ranges from the \$12,270.00 paid by Brown Deer to the \$15,080.00 paid by West Allis. The maximums for a teacher with a Masters Degree that will be paid

during 1980-1981 by those schools who have reached agreement range from the low of \$21,385.00 paid by New Berlin to the high of \$25,446.00 paid by West Allis. During 1979-1980 the school districts in the general comparability group paid minimum salaries to a teacher with a Masters Degree plus 15 credits ranging from the low of \$11,854.00 paid by Brown Deer to the high of \$14,115.00 paid by West Allis. The Employer paid \$12,992.00 during 1979-1980 to a teacher with a Masters Degree plus 15 credits. The maximums paid by the school districts in the general comparability group during 1979-1980 to a teacher with a Masters Degree plus 15 credits ranged from the low of \$20,526.00 paid by Brown Deer to the high of \$24,129.00 paid by West Allis. The maximum paid by the Employer to a teacher with a Masters Degree plus 15 credits during that school year was \$22,350.00. Of those school districts in the general comparability group that have reached agreement on a 1980-1981 salary schedule, the minimum for a teacher with a Masters Degree plus 15 credits ranges from the low of \$12,505.00 paid by Brown Deer to the high of \$15,214.00 paid by West Allis. The maximum salary paid to a teacher with a Masters Degree plus 15 credits that has been agreed upon by that group for the 1980-1981 school year ranges from the low of \$22,090.00 paid by New Berlin to the high of \$26,008.00 paid by West Allis. During 1979-1980 the school districts in the general comparability group paid a teacher with a Masters Degree plus 30 credits minimums ranging from the \$11,854.00 paid by Brown Deer to the \$14,264.00 paid by West Allis. The Employer paid a minimum salary of \$14,093.00 to a teacher with a Masters Degree plus 30 credits. The maximums paid to a teacher with a Masters Degree plus 30 credits during 1979-1980 by schools in the general comparability group ranged from a low of \$20,526.00 paid by Brown Deer to the high of \$25,038.00 paid by Whitnall and Nicolet. The Employer paid a teacher with a Masters Degree plus 30 credits a maximum of \$23,561.00 during that year. School districts in the general comparability group have reached agreement on minimums during the 1980-1981 school year for a teacher with a Master Degree plus 30 credits ranging from the low of \$12,955.00 paid by Brown Deer to the high of \$15,375.00 paid by West Allis. The maximums that have been agreed upon for teachers in that category for the 1980-1981 school year range from the low of \$22,795.00 paid by New Berlin to the high of \$26,785.00 paid by West Allis. No longevity payments are included in any of those comparisons that have been set forth herein. All of the schools in the general comparability group except Whitnall, Elmbrook, Menomonee Falls, Nicolet, Shorewood, Wauwautosa, West Allis and Whitefish Bay made longevity payments during the 1979-1980 school year and they ranged from the low of \$200.00 paid by Germantown to a teacher with a BA to the high of \$1,014.00 paid by Brown Deer to a teacher with an MA plus 15 credits. Of the schools that have reached agreement on a collective bargaining agreement for the 1980-1981 school year longevity payments ranged from the minimum of \$200.00 paid by Germantown for a teacher with a Masters Degree to a maximum of \$600.00. The salary schedules in the general comparability group have a number of different schedules for the increments paid for acquiring credits beyond the BA and MA degrees. Whitefish Bay provides no salary lanes for additional credits in either the Bachelors Degree lane or the Masters degree lane. Cudahy starts paying an increment when a teacher has acquired eight credits beyond a BA, while Whitnall requires 16 credits. The number of lanes beyond the BA ranges from one to three. And the maximum number of credits paid for is as high as 45. The same kind of structures are found among the various salary schedules for teachers with Masters Degrees. The number of steps to the maximum salaries required by the schools in the general comparability group ranged from 12 at West Allis to 17 at Muskego and Germantown. The maximum salary being paid by any school in the general comparability group is the \$28,133.00 paid by Whitefish Bay to a teacher with a Ph.D.

In 1975-1976 the BA minimums in the comparison group consisting of Cudahy, Franklin, Greendale, Greenfield, South Milwaukee, St. Francis and the Employer which make up the school districts in WEAC UniServ Council No. 10 ranged from the low of \$8,800.00 paid by the Employer to the high of \$9,275.00 paid by Greendale. By the 1979-1980 school year the Employer had advanced to fifth place with a BA minimum of \$11,010.00. The high in the group in 1979-1980 was \$11,285.00 paid by South Milwaukee. Greendale is the only school district in the group that has established a salary schedule for the 1980-1981 school year and it provides a minimum for a teacher with a BA of \$12,446.00 which is an increase of 34 percent in the minimum since the 1975-1976 school year. During the 1975-1976 school year the maximum salaries paid to teachers with a BA, including longevity, ranged from a low of \$14,009.00 paid by Greenfield to the high of \$15,760.00 paid by St. Francis. At that time the Employer paid a maximum of \$14,275.00 to a teacher with a BA which placed it fourth in that group. In the 1979-1980 school year the maximums for a teacher with a BA including longevity ranged from the low of \$17,440.00 paid by Greenfield to the high of \$19,605.00 paid by the Employer which ranked it number one in that group. Greendale is the only school of the group that has reached an agreement on a 1980-1981 salary schedule and it will pay a maximum of \$19,407.00 to a teacher with a BA degree which is \$1,508.00 more than it paid last year and \$5,309.00 more than it paid during the 1975-1976 school year. Since the 1975-1976 school year the BA maximum at Greendale has increased 37.6 percent. During the 1975-1976 school year the minimum salary paid by the seven schools in UniServ Council No. 10 for a teacher with an MA degree ranged from the low of \$9,600.00 paid by South Milwaukee to the high of \$10,532.00 paid by Franklin. The Employer paid a minimum of \$9,900.00 to a teacher with an MA and ranked fifth among the seven schools. During 1979-1980 the minimums for a teacher with a Masters Degree in that group ranged from a low of \$12,441.00 paid by the Employer to a high of \$12,850.00 paid by Franklin. Greendale is the only school district in the group that has reached an agreement for 1980-1981 and it will pay a minimum to a teacher with a Masters Degree of \$13,566.00 which is \$814.00 more than it paid last year and \$3,456.00 more than it paid in 1975-1976. It represents an increase of 34.2 percent since the 1975-1976 school year in the minimum salary paid to a teacher with a Masters Degree. The maximum salary paid to a teacher with a Masters Degree by the school districts in UniServ Council No. 10 during the 1975-1976 school year ranged from the low of \$16,125.00 paid by the Employer to the high of \$17,437.00 paid by Greendale. In 1979-1980 the maximums paid to a teacher with a Masters Degree in the UniServ Council No. 10 ranged from the low of \$20,882.00 paid by St. Francis to the high of \$23,186.00 paid by Greendale. The Employer paid a maximum of \$22,017.00 to a teacher with an MA which placed it second among the group. Greendale has reached an agreement on a 1980-1981 salary schedule and it provides a maximum salary for a teacher with an MA degree of \$24,739.00 which is \$1,553.00 more than the maximum that it paid a teacher during 1979-1980 and \$7,302.00 more than the maximum paid a teacher with a Masters Degree in 1975-1976. The increase since 1975-1976 is 41.9 percent. The maximum salary that a teacher employed by any of the school districts in UniServ Council No. 10 could receive during 1975-1976 ranged from the low of \$17,598.00 paid by St. Francis to the high of \$18,564.00 paid by Franklin. The maximum paid by the Employer during 1975-1976 was \$17,625.00 which ranked it fourth among the school districts in UniServ Council No. 10. In 1979-1980 the maximum salary paid by any of the school districts ranged from \$21,932.00 paid by St. Francis to \$25,091.00 paid by Greendale. The Employer paid a maximum salary of \$24,084.00 including longevity, which ranked it third highest among all the school districts in UniServ Council No. 10. Greendale will pay a maximum salary to its teachers during the 1980-1981 school year of

\$26,780.00. This is an increase of \$1,689.00 over the maximum in 1979-1980 and \$8,230.00 over the maximum in 1975-1976. The maximum salary for a teacher at Greendale has increased 44.4 percent since the 1975-1976 school year.

During the period from July of 1973 to July of 1980 the cost of living has increased 92.12 percent in the Milwaukee area. From July of 1973 through July of 1980 the salary of a teacher who started as a BA and has gained no additional credits has had an annual salary increase including increments of \$6,695.00 or 85.4 percent. A teacher who was in the second step of the BA+10 lane and has acquired no additional credits has been given a salary increase of \$8,111.00 which is an increase of 96.5 percent. A teacher who was in the first step of the BA+15 lane and has gained no additional credits since 1973 has had an annual salary increase of \$7,891.00 or 93.8 percent. A teacher who was at the seventh step of the MA lane in 1973-1974 had an annual increase in salary by 1979-1980 of \$9,545.00 or 80 percent without acquiring any additional credits. A teacher with a Masters Degree plus 10 credits at the eighth step of the salary schedule in 1973-1974 had an increase of \$10,454.00 by the 1979-1980 school year or 80.7 percent. One of the Employer's teachers with an MA+20 credits in the 1973-1974 school year has had an increase of \$10,771.00 by the 1979-1980 school year or 80.9 per cent.

The 1980-1981 settlements of school districts in the generally comparable group have average wage increases per teacher ranging from the low of \$1,622.00 at Elmbrook to the high of \$2,488.00 at West Allis. The percentage increases range from the low of 9.24 percent at Greendale and Elmbrook to the high of 15.4 percent at St. Francis. The total compensation including fringes and roll-ups in those areas had an average dollar increase ranging from the low of \$2,045.00 at St. Francis to the high of \$3,120.00 at Greenfield. The percentage of the average increase per teacher of total compensation including fringes and roll-ups range from the low of 9.38 percent at Greendale to 14.2 percent at Cudahy.

The City of Oak Creek has given its police employees an increase on January 1, 1981 of 8 percent and another 3 percent on July 1, 1981. During 1982 the police will receive an increase of 8 percent on January 1, and another 2 percent on July 1. The firefighters received an 8 percent increase on January 1, 1981 and another 3 percent on July 1, 1981. On January 1, 1982 they will receive an 8 percent increase and another 3 percent increase on July 1, 1982. The Employer has reached agreement with its Department of Public Works employees that calls for a 9 percent increase on July 1, 1980 and another 2 percent on January 1, 1981. On July 1, 1980 those employees will receive another 9 percent increase and another 2 percent increase on January 1, 1982.

On July 22, 1980 the Wauwautosa School District reached an agreement with its teachers on a 1980-1981 salary that provided for an increase of 9.5 percent on the base. The new base was \$11,969.00. The average increase per teacher without the increment was 10.3 percent. The average increase with the increment was \$2,300.00 or 12.5 percent. Some teachers received increases as low as \$1,697.00 while others received as high as \$3,379.00. The percentage increase received by the teachers ranged from a low of 9.5 percent to a high of 18.6 percent. On November 18, 1980 the West Allis School District reached a 1980-1981 agreement with its teachers that provided for an increase of 11.7 percent on the base.

The average increase provided in collective bargaining agreements in the first six months of 1980 averaged 8.5 percent. This excluded possible gains

under cost of living provisions. The annual increase in the consumer price index in the Milwaukee area in July of 1980 was 13.7 percent.

The ability to get substitutes for classes not filled by the substitute teachers has been a problem in the senior high school. At the start of the school year teachers are asked to submit their names if they are willing to substitute for absent teachers during their prep periods. In the past three years only about 15 of the 80 high school teachers have indicated at the start of the school year that they would be willing to do this. On mornings when there are no substitute teachers available it has been necessary to contact six to eight teachers in order to fill four or five classes. The reasons given by teachers for being unwilling to accept the assignments are that they do not want to, they have other plans or they would be more willing to accept the assignment if the pay was on a separate check. During the 1979-1980 school year the Employer was unable to obtain substitutes in the senior high school on 18 different occasions for a total of 44½ hours. Either hall monitors or study hall monitors were used to cover the class. During 1980 the Employer's junior high school had 62 teachers absent on 43 different days. It had 172 different classes to cover. Seventy-nine of those periods were covered by teachers and 83 of the periods were covered by lay supervisors. On ten other occasions the administrator supervised the class or it was divided and sent to a study hall. Subsequent to the close of the hearing, three awards were issued by arbitrators in wage disputes between school districts and teachers in the immediate geographical area of the Employer. The teachers in each of the disputes were represented by the same UniServ Council. The Employer has moved that the arbitrator reopen the record for the purpose of submitting the arbitrator's awards in the cases involving the Greenfield School Board, the Cudahy Board of Education and St. Francis School District No. 6. The awards have been received because they represent the salary arrangements between the employers and the teachers in those school districts that have been resolved during the pendency of the arbitration proceedings. It should be noted that while the awards are comparables from the point of view that they represent resolutions of the salary disputes between employers and teachers in the same geographical area, they do not represent agreements that were reached at the bargaining table. The final offers of the parties included four items but the salary schedule proposals were the only ones that were common to the dispute between the Employer and the Association. The teachers at Greenfield proposed a 1980-81 base salary of \$12,500.00 and continuing the 1979-80 salary index. The proposal added \$600.00 to the longevity payments. The Greenfield School Board proposed a base salary of \$11,640.00 and maintaining the 1979-1980 salary schedule index and adding \$600.00 to the longevity amounts in the 1979-1980 agreement. Arbitrator Frank Ziedler found the Association's proposal to be a 14.3 percent salary improvement while the Employer's amounted to a 10.4 percent increase. It was Ziedler's opinion that the 14.3 percent increase was too great of an advance. While he found the board's offer of 10.4 percent resulted in some slippage in the ranking of the teachers as well as with respect to changes in the cost of living, he felt it was more appropriate. The Cudahy Board of Education award was issued by Arbitrator June Weisberger. The only common issue between that dispute and the one between the Association and the Employer was the one involving salary. The school board's final offer was for a 1980-81 salary with a BA base of \$12,000.00 and certain increases in the longevity pay which it calculates to be an increase of 9.94 percent in salaries and 10.23 percent increase in total compensation. The average teacher increase of the board's proposal would be \$1,751.00 or 9.8 percent. The teachers proposed a BA base of \$12,460.00 with longevity pay ranging from \$810.00 to \$1,000.00. It calculated the value of its salary offer

at 14.3 percent with a \$2,557.00 average increase per teacher. Arbitrator Weisberger selected the final offer of the Employer and directed that it be incorporated into the collective bargaining agreement between the parties. Weisberger was the arbitrator in the St. Francis School District No. 6 dispute. The teacher's final offer proposed a 1980-81 base salary of \$12,270.00 and increased the longevity pay to \$835.00 for those teachers with a Bachelor Degree. The school district's final offer increased the BA base to \$11,700.00 and made no change in the longevity pay. The school district's offer provided an increase of about 10 percent while the teacher's proposal provided an increase of almost 15 percent. Weisberger selected the school district's offer over that of the teachers. Expressing a concern that the district's offer provided the teachers with a less than adequate salary schedule in 1980-81, Weisberger was even more concerned that the teacher's offer more adversely effected the public interest because of the demonstrated difficulty to pay argument presented by the school district.

ASSOCIATION'S POSITION

The Association argues that the assignment of teachers to hourly substitute duty has been voluntary for many years and the current procedure has worked well. It contends any flaws in the current system are largely self-imposed by the Employer. The Association points out that under the Employer's proposal it alone determines how much of an effort it will make to try to employ regular substitute teachers which leaves room for administrative abuse. It argues that the only time which teachers have available to perform substitute duty is during their regularly scheduled preparation period and involuntary assignments to hourly substitute duty would cause considerable inconvenience and disruption to classroom teachers work day and the students assigned to that teacher. The Association argues that the restructuring of the salary scheduled proposed by the Employer is without justification. It contends that once a salary schedule becomes part of a collective bargaining agreement, it should not be changed unless there is a strong and compelling reason for such a change. It contends that the Employer's proposal results in an unfair and inequitable distribution of the available salary dollars and there is no rational reason to support it. The Association argues that the cost of living from July 1979 to July 1980 increased 13.7 percent. It contends that its final offer calling for a 14.5 percent increase would improve the standard of living of a teacher by a modest 0.8 percent while the Employer's offer of 10 percent would cause a decrease in the average teachers purchasing power. The Association contends that the arbitrator should only consider the West Allis and Wauwatosa salary agreements as comparables because they are the only school districts in the immediate geographical area that reached agreement through collective bargaining. It argues that all other resolutions were either through arbitration or are geographically too far away or were agreed upon too long ago to be comparable. It takes the position that the increases that the Employer provided to its administrative personnel were substantially larger than those requested by the Association for the teachers. It points out that administrators have fewer teachers to supervise and fewer students to be responsible for while the class sizes of teachers have increased. It contends that the increased class sizes have resulted in a higher productivity on the part of the teachers and justifies paying them higher salaries than those awarded to teachers in the most comparable districts as a result of arbitration awards.

EMPLOYER'S POSITION

The Employer argues that its economic offer is more reasonable when com-

pared with the increases received in the comparable districts and that its offer maintains the leadership position that its teachers have realized compared to other schools in the south side of Milwaukee County. It contends that its final offer is more reasonable when compared to the resolution of salary disputes between the City of Oak Creek and its public employees. The Employer takes the position that the consumer price index is not a valid measure of the increase in the cost of living and the personal consumption expenditure standard is more accurate. It contends that over a period of years the Employer has kept up with the increases in the consumer price index. The Employer argues that its proposal on the involuntary assignment of teachers to additional periods of substitute duty is a result of a real need for change. It argues that it has not significantly altered the structure of the 1979-80 salary schedule in its 1980-81 final offer. It contends that an index structure has never been in existence in the school district.

DISCUSSION

The two issues in dispute in this arbitration are the 1980-81 salary schedule and a proposal by the Employer regarding the involuntary assignment of teacher to substitute duty. The salary schedule issue actually contains two aspects. The amount of increase to be given the teachers is in dispute and the establishment of a new index is part of the same issue.

The involuntary assignment of teachers in grades 7 to 12 to hourly substitute duty is not particularly significant when one considers its impact on the bargaining unit as a whole. Its real significance lies in the fact that it is an absolute departure from the practice that was agreed upon and has prevailed for a number of years. The current practice allows the Employer to ask teachers at the junior and senior high school to perform hourly substitute duty when the regularly classroom teachers are absent and the Employer is unable to secure a regular substitute teacher. Teachers now have the right to decline such duty. If a teacher accepts the hourly substitute duty he or she is paid the rate of \$7.13 per hour.

During the 1979-80 school year there were 44 $\frac{1}{2}$ class hours for which the Employer was unable to secure a substitute from the regular substitute list or from among staff volunteers. This represented a total of approximately 1,485,000 student class hours scheduled during the year. Substitutes were not secured through the existing method for 1,112 student hours, which is 0.07 percent of the scheduled student class hours during the entire year. Obviously it is not an overwhelming problem that is having a tremendous impact upon the educational system. The Employer would like to have substitute teachers on any occasion when there is a need for one. The arbitrator is sympathetic to that goal and agrees that it is most desirable. However, the Employer's proposal of an involuntary assignment of teachers to substitute duty is not necessarily the best nor the only way to address the problem. While the Employer may have an insufficient number of regular substitutes available for day to day work, there are alternatives that could be pursued to make certain that regular substitutes were available. The daily substitute rate could be made more attractive and more recruiting of substitutes could be done. A higher rate could be paid to those members of the faculty who volunteer for substitute duty in order to make that duty more attractive. However that is not the solution that the Employer seeks to have the arbitrator impose. It seeks to have the right to require the teachers to work what is in effect overtime at a rate that is less than the teachers regular daily rate. The teacher would be required to give up his or her preparation time to teach the class and then would have to do the prepara-

tion out of school. In Most employer-employee relationships, the requirement of additional work over and above the regular work day justifies a premium rate of pay.

The arbitrator is sympathetic with the Employer's desire to obtain qualified teachers for substitute duty. The normal way for attracting volunteers to perform extra duties or to get their collective bargaining representatives to agree to have such duties be involuntary is to propose compensation for such duty that makes it attractive and to which the collective bargaining representative will agree. It might even make a trade with the Association on some other item in dispute. The fact that it would be more convenient for the Employer to have the substitute duty involuntary is not sufficient reason to justify having an arbitrator impose it on the Association, particularly when the compensation to be paid for such duty is substandard. Therefore the arbitrator finds the Association's proposal for voluntary substitute duty much more desirable than that of the Employer.

The Association proposes the continuation of the salary schedule or index that was in place in the 1978-79 and the 1979-80 collective bargaining agreements. The schedule was established as a result of an arbitration award by Arbitrator Arlen Christenson for the 1978-79 collective bargaining agreement and was agreed to by both the Employer and the Association for the 1979-80 agreement. The Employer has proposed a new salary schedule for 1980-81 that has reduced the value of all of the increments as a function of the beginning teacher with a Bachelors Degree. It shortened the salary schedule by deleting the beginning step and placing teachers at the beginning step at the same salary as teachers with one year of experience. The primary weakness of the Employer's proposal is that newly hired teachers would receive the same salary as the teacher who has been employed for one school year. While the proposal does reduce the number of years it will take a new teacher to reach the top of the salary schedule, it provides no benefits for existing teachers. The Employer points out that the Association sought to shorten the time that it took a teacher to reach the maximum salary, but the Association did not seek to do it in the manner proposed by the Employer. The Employer has presented no evidence of any inequity resulting from the current salary index that requires change. As a matter of fact, its proposal is not consistent with other sections of the collective bargaining agreement. The Employer's salary schedule contains no step for a teacher with no teaching experience but Article XIV, section 14.1 sets forth the schedule to be used in placing teachers on the proper step and it provides for a beginning step for a teacher with no experience that is different from the step on which a teacher with one year of experience would be placed. The Employer argues that this inconsistency does not effect any of the teachers who were employed during the 1980-81 school year. However it does indicate that the salary index proposed by the Employer was sloppily drawn and not the result of any serious thinking and merits very little consideration. Salary indexes reflect the relationships between teachers with various amounts of experience and training. They should be arrived at through collective bargaining. In this particular case the index was proposed by an arbitrator initially but it was subsequently agreed to by both parties. Unless there is evidence of inequities or substantial departure from the pattern existing between other employers and their teachers in the area, an arbitrator should be reluctant to change it. In this particular case the Employer has offered no basis for its proposal other than the fact that the Association proposed a new index with fewer steps than the old one. Arbitrator Christenson spent considerable time in developing the current index and included it in his award of the terms for the 1978-79 collec-

tive bargaining agreement. The parties themselves agreed on the same index for the 1979-80 agreement. The arbitrator is satisfied that Arbitrator Christenson's reasons for imposing the index are still valid and there is no evidence to suggest that it has resulted in any inequities to any teacher. Accordingly the arbitrator finds the Union's proposal for a salary index to be more desirable than that of the Employer.

The primary issue between the parties is the salary increase. The average increase per teacher under the Association's offer is \$2,559.00 or 14.5 percent. The actual cost increase to the district of that proposal is 7.4 percent because the Employer had 17.55 fewer full time equivalent teachers than it had during the 1979-80 school year. The Employer's proposal would provide an average increase per teacher of \$1,760.00 or about 10 percent. The actual total cost increase to the district would be about 3 percent because of the fact that there were fewer teachers in the 1980-81 school year.

For purposes of comparison the Association relies on the three different comparable groups suggested by Arbitrator Zeidler, while the Employer places its emphasis on a comparable group consisting of the school districts in Milwaukee County other than the City of Milwaukee. This arbitrator finds the Zeidler group of most comparable schools which include Cudahy, South Milwaukee, Oak Creek and St. Francis to be the most appropriate and the regionally comparable group which includes the four in the most comparable group plus Franklin, Greendale, Greenfield and Whitnall.

During the bargaining between the parties the Association relied on the fact that the two most recent salary agreements in the Milwaukee area were those at West Allis and Wauwatosa, and it sought a salary increase comparable to those obtained by the teachers in those districts. The Association conceded that neither Wauwatosa nor West Allis was in the most comparable or the regional comparable group. They were in the general geographical area and they had reached agreement through bargaining. The Association argues that as the most recent collective bargaining agreements, those were the standards to which they should be compared. In the course of this arbitration proceeding, there have been arbitration awards in Greenfield, Cudahy, St. Francis, Brown Deer and Muskego Norway. Some of those schools are in the most comparable groups or in the regional comparable groups on which the Association relies, and they are all in the general geographical area. Those awards follow a similar pattern and the Employer contends that they have established the wage salary pattern which should be followed by the arbitrator in determining the salary for the agreement between the Employer and the Association. If the salary increases that resulted from those arbitrations had been obtained through collective bargaining the arbitrator would have no trouble in finding that they had established a pattern in the area that should be followed. However, the comparability criteria contemplated by the Wisconsin Statutes were those that resulted from negotiations at the bargaining table. To give the salary increases resulting from arbitration awards the same status as comparables given to those reached through collective bargaining is stretching the theory of comparability established by the Wisconsin Statutes.

The average wage increase reached through collective bargaining ranged from a low of \$1,622.00 in Elmbrook to a high of \$2,488.00 in West Allis. The average increase among those settled districts was \$1,943.00. The Employer's proposal is only \$162.00 below the area average while the Association's proposal is \$592.00 above the average of the districts that have settled. The percentage

increases in the Milwaukee area range from a low of 9.24 percent in Greendale and Elmbrook to a high of 12.5 percent in Wauwatosa with an area average of 10.5 percent. The Employer's final offer is only about 0.5 percent less than the average while the Association's proposal exceeds the average by almost 4 percent. A review of the arbitration awards and the agreements reached in the regionally comparable districts reveals that the average total compensation was \$2,214.00 or 9.8 percent. The Employer's offer of \$2,296.00 or 10.1 percent is \$82.00 higher than the average while the Association's offer is \$994.00 higher than the average. Obviously the proposal of the Association is in excess of the pattern which has been established in the generally comparable districts in the Milwaukee area by collective bargaining and a series of arbitration awards. The average increase in total compensation in the Milwaukee area ranged from a low of \$2,045.00 to a high of \$2,997.00 with an average of \$2,433.00. The Employer's final offer is only \$137.00 less than the average while the Association's proposal exceeds the average by \$775.00. The total compensation percent increases range from a low of 9.38 percent to a high of 12.17 percent with an average of 10.5 percent. The Employer's offer is only 0.4 percent less than the average while the Association's proposal is 3.6 percent in excess of the average.

The Employer's teachers have received salary increases over the preceding five years that were larger than any of the six most comparable school districts in the immediate area. As a result it has achieved a significant improvement in its ranking as compared to the other districts. As a result its salaries are above the average of the comparables in most categories. The salary increases given by the Employer to its custodial aides and laundry workers, data center employees, lunch program employees and non-teaching, non-scheduled employees range from 9 percent to 10.6 percent with an average 9.96 percent. The average percentage increase is less than the Employer's final offer to the teachers. The City of Oak Creek reached a two year settlement with its police that provided for increases of 9.5 percent in 1981 and 9 percent in 1982. It gave its firefighters 9.5 percent for each of those years. The City agreed with its employees in the Department of Public Works on a 10 percent increase for both 1980-81 and 1981-82. These settlements are all lower than the Employer's offer to the teachers and substantially lower than the Association's proposal.

The Association points to the increase in the consumer price index as justification for its proposed increase. The Employer argues that the consumer price index is not a valid measure of the cost of living and relies on the personal consumption expenditures as a more accurate measure of the cost of living. The arbitrator rejects the Employer's position that the personal consumption expenditures is a more accurate measure of the cost of living than the consumer price index. While there may be some distortions in the consumer price index it has much more validity than the personal consumption expenditures which is a constantly moving target and does not reflect a standard. The consumer price index increased 13.7 percent in the Milwaukee area during the period of the last collective bargaining agreement which is 3.5 percent higher than the Employer's proposal. However it is also 1 percent lower than the Association's proposal. While the Employer's proposal does not keep up with the cost of living, that seems to be the situation for most employees and taxpayers in this inflationary economy. It is true in Oak Creek as evidenced by the salary increases given by the Employer to its employees other than teachers and by the city to its employees. It is a regrettable situation and causes a great deal of hardship, but it is a situation that society in general is facing today. Very few employees in public employment are receiving salary increases that keep up with

the cost of living. The evidence reveals that over a seven year period the Employer paid its teachers salary increases that exceeded the increases in the cost of living. It must be pointed out that those increases were the result of step increases on the salary schedule as well as overall increases.

Overall the arbitrator finds the salary proposal of the Employer to be more in line with those received by comparables than that of the Employer. The arbitrator is bothered by the fact that the comparables in the most comparable group and the regionally comparable group are primarily the result of arbitration awards as opposed to bargaining across the table. The value of those awards as comparables should be discounted as compared to awards reached through collective bargaining. The only agreements that are substantially higher than the proposal of the Employer were those reached in Wauwatosa and West Allis. The rest are much closer to the Employer's proposal. As a result the arbitrator finds that the Employer's salary proposal is preferable to that of the Association.

The arbitrator has found that the Association's proposal on assignment of teachers as substitutes and its proposal on a salary index to be preferable to the positions of the Employer on those two issues. This arbitrator is extremely reluctant to recommend a new salary index and to recommend a change from voluntary to involuntary in the assignment of teachers to substitute duty. However the impact of the salary increase is so great when compared to the other two issues that the arbitrator selects the final offer of the Employer. The 1980-81 school year has been completed and the parties are currently negotiating the 1981-82 agreement. The deficiencies in the Employer's salary index and proposal to make the assignment of substitute teachers involuntary can be corrected in the next negotiations. The arbitrator would suggest that unless those deficiencies are corrected a substantial increase above what could normally be expected would be in order.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties, the arbitrator finds that the Employer's final offer is preferable to that of the Association and orders that it be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 2nd day of July, 1981.



Zel S. Rice II, Arbitrator

ADDENDUM B

10/29/80
MID

OAK CREEK-FRANKLIN JT. CITY SCHOOL DISTRICT NO. 1

October 29, 1980

BOARD FINAL OFFER

100

1. New Section 17.6

WISCONSIN EMPLOYER
RELATIONS COMMISSION
MILWAUKEE

"In grades 7-12, the Principal may assign teachers to one period of paid substitute service per day on those occasions when regular substitute teachers are not available."

2. 1980-81 Salary Schedule

See attached.

3. Remainder of issues as stipulated between the parties or as stated in the 1979-80 agreement.

4. Full retroactivity to beginning of 1980-81 school year.

SALARY SCHEDULE

Section 23.1. The following schedule shall apply for teachers effective the beginning of the 1980-81 school term.

	HA	BA+10/15	BA+20/30	MA	MA+10	MA+20	MA+30
	12,300	12,770	13,235	13,825	14,525	15,110	15,700
	12,885	13,355	13,825	14,525	15,230	15,815	16,400
	13,475	14,060	14,525	15,230	15,930	16,520	17,100
	14,055	14,760	15,230	15,930	16,635	17,220	17,800
	14,760	15,465	15,930	16,635	17,340	17,925	18,510
	15,465	16,165	16,635	17,340	18,040	18,625	19,210
	16,165	16,870	17,340	18,040	18,745	19,340	20,030
	16,870	17,570	18,040	18,745	19,565	20,150	20,850
	17,570	18,275	18,745	19,565	20,385	20,970	21,670
	18,275	18,980	19,565	20,385	21,205	21,790	22,490
	18,980	19,800	20,385	21,205	22,025	22,610	23,310
	19,680	20,620	21,205	22,025	22,845	23,430	24,130
	20,385	21,440	22,025	22,845	23,780	24,365	25,070
	900 448	915 465	930 474	1,000 547	1,015 507	1,030 507	1,045 517

Beginning with the 2nd year of placement on Step 13, amounts indicated will be added to Step 13.

10/24/80
OK - MLO

ADDENDUM "A" *11/22/80*

8/28/80
10/21/80

Oak Creek Education Association
FINAL OFFER FOR ARBITRATION
October 22, 1980

1. Article XXXIII, p. 56 - Early Retirement - Attached
2. Board Proposal #70 - New Section 17.6 - regarding involuntary in-house substitution - reject.
3. Board Proposal #8 - Article XXI, Section 21.6 - Teacher Work Day - reject
4. 1980-81 Salary Schedule - Attached

James Libson
On behalf of the OCEA

10/28/80
Date

JHJ
12/28/80

EARLY RETIREMENT

EARLY RETIREMENT PROGRAM

Section 33.1. Description: Early retirement benefits shall be available to teachers between the ages of 55 and 69 who resign their regular duties.

Section 33.2. Eligibility: An applicant for early retirement benefits must be a regular, degree-holding teacher who is at least 55 years of age. "Age," for the purpose of this policy, is defined as the employee's age as of June 30 following the school year in which retirement becomes effective.

Section 33.3 Application: All applications for early retirement must be filed with the District Administrator not later than February 1. The District Administrator shall make recommendations to the Board for approval of applications for early retirement. The Board reserves the right to deny requests for early retirement benefits for any legitimate reason. Said approval shall not be unreasonably withheld. The Board's decision shall be subject to the grievance procedure. However, the Board's decision shall not be overturned by an arbitrator unless it is found to be arbitrary or capricious.

Section 33.4 Limitations: This early retirement proposal shall apply only to teachers who retire at the conclusion of the 1980-81 school year and thereafter and shall not be retroactive to any teacher who retired prior to the date that this agreement is adopted by the Board. This policy shall not apply to any discharged, terminated or non-renewed employee.

Section 33.5 Compensation: Upon early retirement, teachers between the ages of 55 and 61 ^{inclusive} shall be eligible to receive an amount equaling up to four (4) days of pay for each full year of continuous service in the Oak Creek School District, but not to exceed a total of one hundred (100) days' pay. In applying the provisions of this policy, a teacher's day's pay shall be 1/183th of the teacher's base salary, excluding all fringe benefits, during the last full year of service prior to retirement.

STRS Benefit: Teachers whose early retirement applications are granted by the Board and who retire at the end of any school year following that year in which they reach age 62 by June 30 shall receive retirement benefits calculated using age 62 as the normal retirement age in accordance with the provisions of Sec. 42.245(2) (bm) and 42.78(2) (bm), Stats. The Board shall pay to the Department of Employee Trust Funds the difference, as determined by the Department, between the actual cost of the annuity which would have been paid if the employee had not elected to retire early and the actual cost of the annuity payable.

7/11/14
14/11/14

Section 33.6 Payment Schedule: The method of payment for teachers retiring between the ages of 55 and 61 inclusive shall be worked out on an individual basis with each individual electing early retirement. Deductions, such as state and federal income tax, social security tax, or other taxes will be made only as required by law. If, after early retirement, a teacher dies before full payment has been made, the balance due and owing shall be paid to a named beneficiary or lacking same to the estate of the deceased.

Section 33.7 Health Insurance: For teachers between ages 62-69 inclusive, the Board shall pay the entire premium for the health insurance coverage for which the retiring teacher is eligible for a maximum period of years three (3) or until the end of the school year in which the teacher reaches age 70, provided, however, that the payment of health insurance benefits hereunder shall terminate automatically in the event that the employee files for unemployment compensation benefits following retirement and that claim has a financial impact on the District or in the event the employee obtains insurance coverage from another employer. In the event that the employee becomes eligible for Medicare or Medicaid the Board shall pay the premium of any supplemental insurance plans to achieve the same level of benefits as provided all other teachers under the District program.