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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

MAY 11 1981

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
STATE OF WISCONSIN

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In the Matter of the Petition of :
SCHOOL DISTRICT OF ADAMS-FRIENDSHIP :
AREA SCHOOLS :
To Initiate Mediation-Arbitration :
Between Said Petitioner and :
ADAMS-FRIENDSHIP AREA :
EDUCATION ASSOCIATION :
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Case XVIII
No. 26293
MED/ARB-737
Decision No. 18250-A

APPEARANCES: Gordon Sardeson, James Bays, and Kenneth Cole, on behalf of the District.

James Yoder, on behalf of the Association.

On December 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 School District of Adams-Friendship Area Schools, hereafter the District, and the Adams-Friendship Area Education Association, hereafter the Association. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the Association and the District on February 23, 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 24, 1981 for final and binding determination. Prior to the commencement of the arbitration hearing, both parties modified their final offers with the consent of the other party. ^{1/} In addition, the testimony of Roland Rockwell, Director of the Bureau of School Aids Administration, Department of Public Instruction, was taken via a conference call on March 16, 1981. Briefs were filed by both parties by March 31, 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 discussed initially on an individual basis before the undersigned discusses the relative merits of each party's total final offer. The issues in dispute involve:

- 1. The salary schedule
- 2. The extra curricular schedule
- 3. Sick leave

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

Comparable Districts

District Position

Both parties consider the districts in the South Central Athletic Conference to be comparable. However, the District believes that the districts that participate in CESA #12 are also comparable.

^{1/}Both parties modified their proposed salary schedules and the District withdrew its proposal regarding the disciplinary procedure.

Association Position

The Association contends that the South Central Athletic Conference, of which Adams-Friendship is a part, is a more meaningful basis of comparison than the school districts in CESA #12 because of the considerable difference in size of the districts that make up the two groups. Because the non-Conference schools in CESA #12 are considerably smaller than Adams-Friendship, the Association asserts that they are not valid comparables.

Discussion

Since both parties agree that the districts in the South Central Athletic Conference, hereafter the Conference, are comparable, they will be so considered in this proceeding.

However, the District raises a valid point in that the Conference districts are generally larger than Adams-Friendship, and therefore place it at a disadvantage when Conference districts are viewed as the exclusive set of comparables to be used in this proceeding.

STUDENT ENROLLMENT 1980-81
South Central Athletic Conference

Tomah	2,687
Baraboo	2,441
Sparta	2,344
Portage	2,096
Reedsburg	2,040
Adams-Friendship	1,721
Wisconsin Dells	1,612
Mauston	1,368

TOTAL DISTRICT EMPLOYED FULL TIME
EQUIVALENT TEACHERS 1980-81
South Central Athletic Conference

Tomah	163.79
Sparta	146.50
Portage	138.30
Baraboo	137.71
Reedsburg	125.44
Adams-Friendship	122.50 (121.00)*
Wisconsin Dells	98.00
Mauston	91.00

*Figure provided by Department of Public Instruction

The District, on the other hand, proposes that all of the districts in CESA #12 be utilized as an alternative set of comparables. This population of schools is much more varied in size.

STUDENT ENROLLMENT 1980-81
C.E.S.A. #12

Baraboo	2,441
Portage	2,096
Reedsburg	2,040
Adams-Friendship	1,721
Wisconsin Dells	1,612
Mauston	1,368
Wautoma	1,312
Lodi	1,250
Westfield	1,211
Columbus	1,156
Elroy-Kendall-Wilton	1,113
Poynette	1,103
Pardeeville	848
Montello	759
Wild Rose	759
New Lisbon	718

Necedah	582
Rio	535
Randolph	529
Wonewoc	515
Cambria-Friesland	499
Fall River	423
Princeton	403

TOTAL DISTRICT EMPLOYED FULL TIME
EQUIVALENT TEACHERS 1980-81
C.E.S.A. #12

Portage	138.30	
Baraboo	137.71	
Reedsburg	125.44	
Adams-Friendship	122.50	(121.00) *
Wisconsin Dells	98.00	
Mauston	91.00	
Lodi	85.90	
Wautoma	78.60	
Columbus	77.21	
Elroy-Kendall-Wilton	75.90	
Poynette	75.25	
Westfield	67.34	
Pardeeville	50.50	
New Lisbon	49.25	
Montello	48.33	
Wild Rose	42.99	
Rio	39.35	
Necedah	38.50	
Cambria-Friesland	35.87	
Randolph	35.05	
Wonewoc	33.10	
Fall River	32.63	
Princeton	26.00	

*Figure provided by Department of Public Instruction

The undersigned does not believe that it would be fair to utilize the entire population of CESA #12 districts since many of said districts are substantially smaller than those which can reasonably be viewed as comparable. The undersigned has therefore expanded the group of comparable districts to include those districts in CESA #12 which have enrollments in excess of 1000 and employed more than 65 full time equivalent teachers.

COMPARABLE DISTRICTS

District	Student Enrollment	FTEs
Tomah	2687	163.79
Sparta	2344	146.50
Baraboo	2441	137.71
Portage	2096	138.30
Reedsburg	2040	125.44
Adams-Friendship	1721	122.50 (121) *
Wisconsin Dells	1612	98.00
Mauston	1368	91.00
Wautoma	1312	78.60
Lodi	1250	85.90
Westfield	1211	67.34
Columbus	1156	77.21
Elroy-Kendall-Wilton	1113	75.90
Poynette	1103	75.25

*DPI figure

This compilation of comparable districts places Adams-Friendship approximately in the middle of the group in terms of size, and presumably, in terms of resources available to fund the wages, hours, and working conditions of the teachers it employs. It should be noted that no evidence has been introduced demonstrating the relative ability of the District to pay compared to any other comparable districts.

Unfortunately, neither party has introduced comparable data with respect to extra curricular salaries and sick leave accumulation for any districts other than those in the Conference. Therefore, since the only available comparable data on those issues pertains to Conference districts, said districts will be utilized as comparables in the analysis of these issues. This approach is probably not inappropriate when considering extra curricular salaries since Conference schools compete in many extra curricular athletic activities.

The expanded listing of comparables will be utilized however in evaluating the reasonableness of the parties' respective positions on salaries.

Salary Schedule

Issue

Association Final Offer

ASSOCIATION FINAL OFFER

Step	BA	BA + 6	BA +12	BA +18	BA +24	BA +30	MA	MA +12
1	11,000	11,090	11,180	11,270	11,360	11,450	11,750	11,840
2	11,380	11,475	11,570	11,665	11,760	11,855	12,160	12,255
3	11,760	11,860	11,960	12,060	12,160	12,260	12,570	12,670
4	12,140	12,245	12,350	12,455	12,560	12,665	12,980	13,085
5	12,520	12,630	12,740	12,850	12,960	13,070	13,390	13,500
6	12,900	13,015	13,130	13,245	13,360	13,475	13,800	13,915
7	13,280	13,400	13,520	13,640	13,760	13,880	14,210	14,330
8	13,660	13,785	13,910	14,035	14,160	14,285	14,620	14,745
9	14,040	14,170	14,300	14,430	14,560	14,690	15,030	15,160
10	14,420	14,555	14,690	14,825	14,960	15,095	15,440	15,575
11	14,800	14,940	15,080	15,220	15,360	15,500	15,850	15,990
12	15,180	15,325	15,470	15,615	15,760	15,905	16,260	16,405
13	15,560	15,710	15,860	16,010	16,160	16,310	16,670	16,820
14			16,250	16,405	16,560	16,715	17,080	17,235
15					16,960	17,120	17,490	17,650
16							17,900	18,065

District Final Offer

	\$327 BA	\$333 BA+6	\$338 BA+12	\$343 BA+18	\$349 BA+24	\$354 BA+30	\$360 MA	\$366 MA+12
Base	11,009	11,091	11,173	11,254	11,336	11,418	11,745	11,827
1	11,336	11,424	11,511	11,597	11,685	11,772	12,105	12,193
2	11,663	11,757	11,849	11,940	12,034	12,126	12,465	12,559
3	11,990	12,090	12,187	12,283	12,383	12,480	12,825	12,925
4	12,317	12,423	12,525	12,626	12,732	12,834	13,185	13,291
5	12,644	12,756	12,863	12,969	13,081	13,188	13,545	13,657
6	12,971	13,098	13,201	13,312	13,430	13,542	13,905	14,023
7	13,298	13,431	13,539	13,655	13,779	13,896	14,265	14,389
8	13,625	13,764	13,877	13,998	14,128	14,250	14,625	14,755
9	13,952	14,097	14,215	14,341	14,477	16,604	14,985	15,121
10	14,279	14,430	14,553	14,684	14,826	14,958	15,345	15,487
11	14,606	14,763	14,891	15,027	15,175	15,312	15,705	15,853
12	14,933	15,096	15,229	15,370	15,524	15,666	16,065	16,219
13			15,567	15,713	15,873	16,020	16,425	16,585
14					16,225	16,374	16,785	16,951
15							17,145	17,317

District Position

As indicated above, the District believes that CESA #12 districts are comparable, and if they are so considered, at each of the six salary schedule positions compared by the parties,^{2/} the District's position is in the mid range of these CESA districts.

The District contends that its relative position is maintained at the BA Maximum if the increased longevity payments are included in the maximum.

It also contends that the District's relative position at the BA minimum remains unchanged. The same holds true at the MA maximum and Schedule maximum.

The District further contends that its proposed increment improvement in the BA and MA lanes exceeds the improvements granted in all but three Conference districts.

The District contends that under the Association offer the majority of the staff members would receive percentage increases between 13 and 16 percent. In fact 90 out of a total staff of 139 would receive such increases, and an additional 11 would receive increases between 16 and 18.5 percent.

Under the District's offer, 71 teachers would receive increases between 11 and 13 percent. At least 27 additional teachers would receive increases approximating 10 percent.

In fact, the District's proposed increases in salary, coupled with the increases in the health insurance contribution, represent an increase to the average teacher well in excess of 10 percent and for the majority of employees, an increase in excess of 13 percent.

The District also asserts that it does not have the ability to pay the increases demanded by the Association. In this regard it contends that there is no question that the District has exceeded cost controls. Furthermore, there is no guarantee that the District's requests for certain exemptions will be granted. Even if the District did receive an exemption to the limits of its appeals, the Association's proposal would still be more than \$13,000 beyond the limit of the appealable balance.

In summary, the District contends that its proposal is the more reasonable of the two in that its proposal retains its relative position among comparable districts, the increases that individual teachers will receive under the District's proposal are far more reasonable than the Association's proposed increases, and that even if cost control appeals are granted, the Association's proposal will result in spending in excess of the appealable levels.

Association Position

The Association points out that at the BA maximums, the Association proposal ranks the District sixth out of eight, which is the same ranking the District had during the 1979-1980 school year, while the District offer lowers the District's ranking to seventh out of eight.

MA maximum salaries under the Association proposal would rank the District fifth out of eight, while the District offer would place the District at the bottom of the Conference districts. The District's proposal would thus reduce the relative position of the District from seventh in 1979-1980 to eighth place in 1980-1981.

Schedule maximum salaries under the Association offer would place the District fifth out of eight for 1980-1981, while the District's offer would maintain the District at the bottom of the Conference districts.

^{2/} Base, BA lane max, BA max, MA, MA lane max, Schedule max.

Thus, while the Association concedes that the District offer compares favorably at the minimum salary schedules, it perpetuates a comparatively substandard salary at the upper levels of the schedule. On the other hand, its offer tends to raise District salaries closer to the mid point of comparable districts.

The Association contends that its salary schedule offer is also more favorably comparable when increment levels and lane differentials are examined. Increments in the Association proposal for the BA lane places the District in fifth place among Conference districts while the District's proposal would place the District at the bottom of the Conference.

At the Masters lane, the same thing would occur except that the District's proposal would place it in seventh place in the Conference.

The District's proposal on lane differentials also places it at the bottom among Conference districts while the Association's proposal is much nearer to that found in Sparta, the next lowest district.

In response to the District's contention that the Association offer exceeds the District's ability to pay, the Association argues that the District expended significantly less on salaries than they budgeted in 1979-1980. In fact, based upon an analysis of the District's 1979-1980 budget, the Association contends that the District consistently overbudgets for expenditures, which calls into question the validity of its assertion that it is unable to afford the Association's proposals.

In the same regard, the Association notes that although the District budgeted controllable costs at \$60,826 over the maximum in the 1979-1980 school year, their actual controllable cost was \$60,525 under the maximum, which demonstrates that just because the District budgets in excess of cost controls, it doesn't necessarily spend it.

The Association contends that in 1979-1980, the District actually disbursed more than \$180,000 less than it actually budgeted for such disbursements. Of this amount, approximately \$114,000 was budgeted for salaries which was not actually paid out.

For the 1980-1981 school year, the District claims to be \$85,505 over cost controls; however, it has appeals pending before the DPI in the amount of \$130,295, or \$44,790 more than it currently has committed. In accordance with DPI policy, the District could therefore apply any amount approved over cost controls to other expenditures than those initially requested.

Therefore, the Association asserts that the record fails to demonstrate that the District does not have ample resources to afford the Association's offer.

This conclusion is supported by the District's admission during the hearing that the District could finance the Association's salary proposal by shifting costs in the budget, and that the District would not have to engage in deficit financing to cover the cost of the proposal, except perhaps to increase short-term borrowing which would be paid back within the year.

Discussion

Several factors must be considered in assessing the relative reasonableness of the parties' respective offers on salaries.

The parties agree that the difference between their salary proposals is \$46,182. However, the record does not enable the undersigned to ascertain the actual amount, either in dollars or percentages, of the proposed increases, utilizing the 1980-1981 staff. Nor does the record contain any reliable evidence to enable

a meaningful comparison of the size of the increases proposed with those which have been granted in comparable districts. Based upon unsupported assertions of the parties, it would appear that the Association's proposal might exceed the size of the increases which have been granted in comparable districts; however, the data to support this conclusion has not been presented, and therefore, the undersigned cannot give any significant weight to this conclusion. In this regard, it would appear that the Association would admit that its proposal may provide for larger increases than have been granted in what it considers to be comparable districts; however, it argues that such increases are necessary in order to bring the District's salaries into line with those in comparable districts.

In view of the fact that it is not possible to ascertain the relative size of the increases among comparable districts, another basis for comparison is the relationship between the parties' salary proposals with salaries in effect in comparable districts.

The following chart reflects the position of the two proposals in relation to comparable district averages and rankings at six points on the salary schedule.

District	BA	BA lane max	BA max	MA	MA lane max	Schedule max
Tomah	10925	15995	16295	11625	17595	17795
Sparta	11025	16625	17025	11625	18875	19075
Baraboo	11550	16805	18164	12150	19805	20620
Portage	10850	16926	17376	11800	18408	18858
Reedsburg	11000	14650	16985	11800	17890	18300
Wisconsin Dells	10800	16136	18328	12260	19718	19972
Mauston	11000	14900	15320	11600	16925	17375
Wautoma	11100	15775	17336	12100	18080	18662
Lodi	11800	16005	17779	12224	18292	18785
Westfield	10900	15820	16420	11900	16820	16820
Columbus	11370	17510	18410	12495	18685	19085
Elroy-Kendall-Wilton	11020	14970	17140	11570	18020	18130
Poynette	11220	14720	15700	12445	17005	18611
Average	11120	15911	17098	11968	18159	18622
District offer*	11009(8)	14993(11)	16374(11)	11745(11)	17145(11)	17317(12)
Association offer*	11000(8)	15560(9)	17120(8)	11750(11)	17900(9)	18065(11)

*Number in parenthesis reflects ranking among comparables

As can be seen from the above chart, neither offer differs significantly either in ranking or in the relationship to the averages at the BA and MA minimums. Significant differences do appear however at the BA lane max., the BA max., the MA lane max., and the Schedule max. At these levels, under the Association proposal, teachers would receive between approximately \$570 and \$750 more than they would receive under the District proposal. In spite of this rather significant difference, under the Association's proposal, the District would rank no higher than eight out of fourteen districts, and this would occur in only one of the four cells in question. In the other three instances, it would rank nine out of fourteen in two cells, and eleven out of fourteen in one. Furthermore, the Association's offer would exceed the average among comparable districts in only one of the six cells on the salary schedule in question. Thus,

although the Association's offer probably improves its relative position among comparable districts, it still leaves the District in a position where it ranks relatively low among comparable districts in most cells on the schedule, and furthermore, it does not have the effect of forcing the District to become a wage leader among comparable districts in any of salary cells in question. It should be noted that the record is void of any evidence of the relative ranking of the District among the comparable districts the undersigned has chosen over a period of time, and therefore it is not possible to ascertain what impact the parties' proposals would have on changes in the District's relative ranking among the comparables utilized herein. However, since the Association's proposal would improve the District's relative ranking among Conference districts at all of the lane maximums analyzed, it is reasonable to assume that such relative improvement in ranking would also occur among the comparable districts utilized herein.

Thus, since the Association's offer more approximates the norms among comparable districts than does the District's offer, without forcing the District to become a wage leader among said districts, it is deemed to be more comparable and therefore reasonable in that regard. However, this conclusion must be evaluated in light of the District's inability to pay arguments before a final determination can be made regarding the reasonableness of the parties' respective positions on salaries.

With respect to the District's inability to pay argument, the record fails to demonstrate that the District cannot afford to fund the Association's salary without making harmful adjustments in the budget or the educational programs affected thereby, without engaging in deficit financing, or without placing an onerous tax burden on the public. Although the District's budget is currently over cost controls in excess of \$85,000, it currently has pending before the Department of Public Instruction appeals in the amount of approximately \$131,000. Although one cannot be assured that all of these appeals will be approved, based upon the past experience in the District, it seems reasonable to conclude that a substantial portion of said appeals will be so approved, and that any appeals approved over the \$85,000 currently budgeted can be applied to the difference that exists between the parties' salary proposals. Furthermore, and perhaps more importantly, there is substantial unrefuted evidence in the record that the District has significantly overestimated budgeted expenditures, at least in the last fiscal year, both in salaries and in other budget lines, which brings into serious question the District's assertion that selection of the Association's final offer will force it to exceed cost controls in an amount even greater than it currently anticipates. In fact, based upon last year's experience, it is entirely conceivable that the District may not exceed cost controls at all, even if the Association's final offer were implemented.

This conclusion is reinforced by the District's admission that it would not have to resort to long-term deficit financing to fund the Association's proposal. Nor is there any evidence in the record that transfers that may be necessitated between budget lines will have a detrimental impact on the educational programs offered by the District. Lastly, in this same regard, there is no evidence in the record that the District would be confronted with decisions affecting tax rates which might not be politically feasible if the Association's final offer were adopted.

Absent evidence that the District cannot afford to fund the Association's salary offer without harmful consequences flowing therefrom, and in light of the fact that the Association's salary offer is the more reasonable of the two offers on salary in light of the salary schedules in effect in comparable districts, the undersigned concludes that the Association's final salary offer is the more reasonable of the two submitted herein.

Before the undersigned moves on to another issue, one other issue raised by the District regarding salaries should be addressed. The District contends that the size of the increases which would be

received by individual teachers under its proposal is more reasonable than the size of the increases proposed by the Association. However, the standards to be utilized in evaluating the reasonableness of such increases have not been defined. Many standards could be utilized, including increases in the cost of living, the size of increases in comparable districts, the relationship between salaries in the District and salaries in comparable districts, and the District's actual and relative ability to fund increases which will afford the teachers comparability, to name a few. The undersigned has already concluded that the record does not demonstrate that the District cannot afford to fund the Association's salary proposal and that the Association's final salary offer is closer to the norms among comparable districts than the District's offer. No evidence has been presented regarding the size of the increases which have been granted in comparable districts, and therefore it is not possible to assess the reasonableness of the parties' respective offers on the basis of that criterion. In this regard, the undersigned presumes that the size of the increases proposed by the Association exceed those granted in many comparable districts in order to bring the District more into line with prevailing salaries among comparable districts, particularly at the lane maximums. However, no data has been presented to verify this presumption.

Similarly there is no evidence in the record which can be utilized to assess the value of proposed increases, either in dollars or percentages, which clearly excludes salary improvements resulting from lane advancement granted for graduate credits. Thus, based upon the data presented, it is not really possible to assess the "reasonableness" of proposed individual increases except by comparing the actual salaries teachers would receive with the salaries received by teachers similarly situated in comparable districts, and by evaluating the District's actual, as opposed to relative ability to fund the parties' respective proposals without incurring harmful consequences to its educational program. Based upon the use of these criteria, which is all that is really available to the undersigned, the Association's final salary offer continues to be the more reasonable of the two.

Extra Curricular Salary Schedule

Issue

The District has proposed essentially a seven percent across the board increase with certain exceptions, while the Association has proposed that the base extra curricular salaries, which does not include the yearly increments the District offers, be raised to the mid point of the 1979-1980 salaries among Conference schools.

The Association contended at the hearing that the difference between the parties on extra curricular salaries is approximately \$4,800. Its post hearing costing figures however reflect a difference of between \$3,400 and \$3,500. The District's post hearing costing figures reflect a difference slightly in excess of \$3,300.

District Position

The District contends that the positions of the parties with respect to extra curricular compensation reflect an approximate 12.8 percent increase in the District's proposal and about 25 percent increase in the Association's.

On its face, the District believes that the Association proposal is unreasonable.

In addition, the District and one or two other districts are the only districts with a substantial number of extra curricular positions. Thus, the District argues that it cannot pay the highest salaries when it has the largest number of extra curricular positions.

Lastly, in this same regard, the District provides additional compensation on a weekly basis to football coaches and advisors of the spring sports. The only other district to have a similar

compensation arrangement is Tomah. This arrangement does much to equalize the compensation offered in the District with that offered in the other Conference districts.

Association Position

The Association contends that athletic positions on the extra curricular schedule were far below median salaries in comparable districts, and its proposal addresses this discrepancy.

The Association contends that its proposal on extra curricular salaries reflects an adjustment to the mid point of the 1979-1980 extra curricular salaries within the South Central Conference. It also means that the Association offer is already low as compared to other South Central Districts for the 1980-1981 school year.

The Association contends that its proposed extra curricular salaries almost without exception fall either at the mid point or below the 1979-1980 average of Conference school extra curricular salaries. A few exceptions to this rule do exist, but the Association has proposed no increase in the base rate of those positions. In fact, there are only six instances out of 49 positions where the increment schedule raises the actual salary of incumbents above the mid point of comparable schools.

The Association thus contends that its offer with respect to extra curricular salaries raises the schedule to comparable levels with similar school districts, while the District offer perpetuates substandard salaries in the majority of the positions. The District furthermore has made no attempt to remedy the inequities inherent within its proposed schedule as compared to other districts.

The Association contends that because no one is beyond step five on the increment schedule for extra curricular salaries, the District's offer of a seventh step is meaningless for 1980-1981.

Discussion

Neither party's extra curricular proposal properly addresses the problems the District faces in this area. Although the District concedes that many extra curricular salaries are comparatively low, it has not argued nor has it demonstrated that it has done anything in its proposal to address the inequities that may exist among the extra curricular salaries which are most out of line with those in comparable districts. Even with limited resources, some attempt should be made by the District to address the most serious problems in this regard. Although the District has proposed larger increases for a few extra curricular positions, there has been no showing that such adjustments have been designed to address inequities that exist in the extra curricular salary structure.

On the other hand, the Association's proposal, though fashioned to achieve a reasonable end, namely, salaries slightly below the current averages among comparable districts, has failed to demonstrate that its approach to the problem is the more reasonable of the two for the following reasons. At the same time the Association is seeking catch up salary increases for experienced teachers in the District which will require larger increases than those granted in comparable Districts, it proposes to address all of the problems it believes exist in the extra curricular schedule simultaneously, resulting in a substantial number of increases in the schedule exceeding 20 percent, with many in the 30 and 40 percent range. This clearly represents an extraordinary burden to place on the District in one year. Instead, an approach which would phase in such improvements and corrections in the schedule, addressing the most pronounced problems immediately, would be a much more reasonable approach than that utilized by the Association.

Furthermore, the Association improperly failed to give consideration in developing its proposal to the fact that the District is one of the few among comparable districts which has an increment schedule as part of its extra curricular salary schedule, which places

the District in a more favorable light among comparables than the Association contends. Lastly, the Association fails to give recognition to the fact that the District provides additional weekly compensation to football coaches and advisors of the spring sports, which practice also places the District in a more favorable light among comparable districts than that portrayed by the Association.

For the foregoing reasons the undersigned concludes that the Association has exaggerated the problems that exist in the extra curricular salary schedule when viewed in the light of comparable districts, and furthermore, it has sought to unreasonably address all of the problems which exist on the schedule simultaneously, at the same time that it seeks a salary schedule which will require the District to grant larger increases than have been granted in the majority of comparable districts. Thus, the undersigned concludes that the Association's proposal is less reasonable than the District's, even though weaknesses exist in the District's proposal as well.

Sick Leave Accumulation

Issue

The Association seeks to retain the current sick leave proviso in the agreement while the District seeks to revise the agreement so that teachers will earn one day of sick leave per month, cumulative to ten, instead of being given ten days of sick leave at the beginning of the year.

District Position

The District wants sick leave benefits to accumulate at the rate of one day per month to prevent the use of such leave which has not been earned.

Currently, a teacher who quits in the middle of the year does not have sick leave pro rated. In the last two years, two teachers who left during the course of the year had utilized more sick leave than they would have earned under the District's proposal. It is this type of situation that the District is trying to correct.

Association Position

The Association asserts that only one other Conference district requires teachers to earn sick leave. All others grant ten or more days at the outset of the year.

The past practice of the District plus its failure to provide any demonstrated need, in addition to the practice of comparable districts, favor the Association's position, in the Association's opinion.

Discussion

While it is true that the practice in comparable districts supports the Association's position on this issue, the District has presented persuasive arguments and evidence in support of the

TOTAL FINAL OFFER

Discussion

The undersigned is confronted with the rather uncomfortable situation where two out of three issues in dispute have been decided in favor of the District, but where the most significant issue, which will have the most substantial economic impact on the parties, has been decided in favor of the Association. As has been indicated and for the reasons discussed above, the undersigned has determined that the Association's proposal on the salary schedule is more reasonable than the District's and that the District's proposals on extra curricular salaries and sick leave accumulation are the more reasonable of the two sets of proposals.

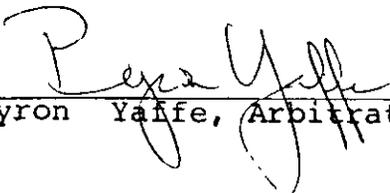
In view of the fact that the salary issue clearly outweighs the two remaining issues in terms of economic impact and import to the parties, the undersigned feels compelled to select the Association's final offer in spite of the fact that the equities on the remaining issues in dispute support the District's positions.

The reasonableness of this conclusion is reinforced by the fact that the District has not demonstrated that it cannot afford to fund such a settlement without harming its educational program, without making unreasonably harmful accommodations in other areas of its budget, without resorting to long-term deficit financing, and without resorting to politically unacceptable tax rates.

AWARD

The 1980-1981 agreement between the Adams-Friendship Area School District and the Adams-Friendship Area Education Association shall include the final offer of the Association which has been submitted herein.

Dated this 5th day of May, 1981 at Madison, Wisconsin.



Byron Yaffe, Arbitrator