

STATE OF WISCONSIN  
BEFORE THE MEDIATOR/ARBITRATOR

JUL 14 1981

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In the Matter of the Mediation/Arbitration  
Between

SHEBOYGAN FALLS FACULTY ASSOCIATION

and

SCHOOL DISTRICT OF SHEBOYGAN FALLS  
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Case V  
No. 26754 MED/ARB-866  
Decision No. 18376-A

APPEARANCES:

Richard Terry, Executive Director, Kettle Moraine UniServ Council, appearing on behalf of Sheboygan Falls Faculty Association.

Mulcahy & Wherry, S.C., by Edward J. Williams, appearing on behalf of the School District of Sheboygan Falls.

ARBITRATION HEARING BACKGROUND:

On February 5, 1981, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as Mediator/Arbitrator pursuant to Section 111.70(4) (cm)6 of the Municipal Employment Relations Act in the matter of impasse between the Sheboygan Falls Faculty Association, hereinafter referred to as the Association, and the School District of Sheboygan Falls, referred to herein as the Employer. Pursuant to the statutory requirement, and at the petition of citizens, a public hearing was held in the matter on February 24, 1981. Subsequent to the public hearing wherein no individual from the public appeared, mediation proceedings were conducted on that date. Mediation failed to resolve the entire impasse. Settlement was reached regarding the issues of long-term disability, extra-curricular pay, and child rearing. Due to a misunderstanding by the press and confusion on the part of the citizen members who petitioned for public hearing, a second public hearing was held on March 12, 1981, prior to the commencement of the arbitration hearing. After the public hearing was held, the parties agreed that the arbitration hearing should proceed. Subsequently, the hearing was held before the Mediator/Arbitrator and at that time, the parties were given full opportunity to present relevant evidence and make oral argument. The hearing was held open for approximately one week to allow the parties to submit additional information in an attempt to clear up the discrepancies between the parties pertinent to costing their proposals. The proceedings were not transcribed but post hearing briefs were filed with and

STIPULATIONS:

In addition to the settlements which were reached during mediation/arbitration, the parties stipulated to a number of other agreements. These agreements are attached as Appendix "D".

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues.

Section 111.70(4)(c)7 requires the mediator/arbitrator to consider the following criteria in the decision process:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

THE COMPARABLES:

The Association proposes two sets of comparables, the athletic conference and those communities within a 20 mile radius of Sheboygan Falls. The Association contends the communities selected on the basis of being within the 20 mile radius are appropriate since this is the area where most of the teachers do their shopping and most of the comparing is done.

The Employer, on the other hand, argues that criteria for comparison purposes have been set forth by previous arbitrators. Among the criteria used are geographic location, athletic conference, average pupil enrollment, per pupil operating costs, State aid, full value tax rates, and equalized valuation per pupil. On this basis, the Employer contends Chilton, Kewaskum, Kiel, New Holstein, Plymouth, Two Rivers, and Valders are the appropriate comparables. The Employer asserts that not only are these districts particularly appropriate because they are similar in location and in average pupil enrollment, as well as per pupil operating cost, State aid, full value tax rates and equalized valuation per pupil, but they are all districts which have been within the athletic conference. Noting that the conference has been recently re-evaluated and realigned, the Employer contends even more support exists for establishing the districts within the athletic conference as the appropriate comparables. Further, the Employer avows the Association established no criteria for creating comparable relationships among the communities it has cited.

The undersigned concurs with the Employer in that the Association has established no relationship among the communities it chooses to propose as comparable districts. The undersigned finds, as have other arbitrators before her, that there is more to establishing the criteria of comparability than the mere fact that the communities are in geographic proximity to each other. Further, while the Association contends this is the area where most of the teachers shop, there was no evidence provided to establish this as fact. Further, there was no indication that the districts are of similar size, similar valuation per pupil or similar full value tax rates. Thus, the undersigned finds the Employer's proposal meets the generally established criteria as has been set forth by this Arbitrator, as well as others, and therefore accepts the districts proposed by the Employer as the appropriate comparables.

#### DISCUSSION:

Since there are several issues and many arguments by each of the parties, the undersigned will address the issues, as well as the positions of the parties, by separate issue. Prior to discussing these issues, however, it is incumbent upon the undersigned to address the problem identified by the parties in relationship to costing the proposal. During the mediation session preceding the arbitration hearing and during the arbitration hearing itself, it was apparent that the parties disagreed over the method of costing the proposal. As a result, the hearing was left open for approximately one week in order to allow the parties to attempt to resolve the differences in their costing. To date, the parties have not agreed upon the actual percentage increases or the actual cost to the Employer.

The Association contends it has consistently used data which was supplied by the Employer and that if there are discrepancies in that data it is because the Employer did not provide correct information. The Association notes that prior to the submission of the additional exhibits during the period subsequent to the arbitration hearing, the parties were in agreement that the cost of the Association proposal was either 12.18% or 12.19%. The Association continues the discrepancy which existed related to the costing of the Employer's proposal in that the Association costed it at 11.5% while the Employer costed it at 11.36%. The Association maintains the reason for this is that the Employer has neglected to reduce its insurance costs and its FICA costs since the number of teachers has been reduced from 1979 to

1980. Additionally, the Association states the Employer has used 96.5 FTE to arrive at its costing while the Association has used 95.5 FTE.

The Association continues that even if they were to agree that the Association's proposal is costed at 12.19% and the Employer's proposal is costed at 11.3%, the highest advantage to the Employer, the cost must be reduced by the insurance and the FICA savings which results in the Employer's total package cost as 11.03% and the Association's as 11.85%. The Association asserts that even with these total package cost percentages, its offer is more reasonable since the cost of living increases over the past year have been 12.6% and 12.7% for the nation and 14.3% and 15.1% for Milwaukee.

Finally, the Association contends, no matter whether the parties cost the proposal on the basis of 95.5 FTE or 96.5 FTE, the process ignores the actual FTE which is 93.5 for the school year 1980-1981 and thus the cost is much less than the percentages indicate. Further, the Association states that one of those positions is 92% Federally funded and thus the total cost to the Employer is even less.

The Employer concurs with the Association that part of the discrepancy exists due to the fact the District has used 96.5 FTE while the Association has used 95.5 FTE. As a result, subsequent to the arbitration hearing, the Employer costed its proposal at 95.5 FTE in order to attempt to address the costing differences.

The Employer disagrees with the 1979-1980 cost of the wages used by the Association in its costing proposal stating it reflects the cost of 96.5 FTE in 1979-1980 and not 95.5. The Employer continues if 95.5 FTE is used in 1980-1981, then the cost of 95.5 FTE in 1979-1980 must also be used. If this is done, the Employer asserts the real cost of wages in 1979-1980 is \$1,413,854 and the Board's increase in 1980-1981 amounts to 10.79% while the Association's demand amounts to 12.52%. Further, the Employer states the total compensation costs for 1979-1980 was \$1,833,892 based on 95.5 FTE which makes the Board's total package for 1980-1981 11.28% and the Association's demand 13%. The Employer concludes the only accurate way to cost the proposals is to determine the cost of the 1979-1980 staff and move them forward to 1980-1981 positions. Only then is costing done appropriately.

The undersigned has chosen not to analyze the data in an attempt to decipher the accurate percentage increases in the cost of the proposals. It is noted the major discrepancy exists in costing the Employer's package and the undersigned finds that difference amounts to approximately 1% which becomes less significant when the salary increases are compared at the benchmark areas and when a comparison is made as to the maintenance of rank based on the wage proposal. Additionally, the undersigned finds that if comparisons are made of the percentage increases settled upon by the comparable districts, the 10.45% figure offered by the Employer is still closer to the average percentage of the other comparable districts and the Association's offer, even at 12.18%, is on the high side. Thus, while time could be spent to analyze what the appropriate cost of the proposals is, the undersigned chooses not to make this analysis and to determine the wage issue on the basis of other data.

#### STRS

While the parties are in dispute regarding this issue, there

is very little difference between the parties' proposals. The Association seeks a change in Article XVIII indicating the Board of Education will pay five percent toward retirement while the Employer offers the same five percent listed as dollars within the collective bargaining agreement.

The Position of the Parties:

The Association contends its proposal is the more reasonable one since the comparables clearly establish that the STRS payments are expressed as a percentage both in the 20 mile radius area and the athletic conference. The Association continues that even among the athletic conference schools used as comparables, only two districts support the Employer's plan.

The Employer, on the other hand, contends the comparables indicate there is no preferred way of expressing the STRS contribution. Further, the Employer argues that there is reason to retain the Board's position of expressing the STRS contribution as dollars since it maintains the status quo of the previous bargaining agreements and since all economic benefits within the collective bargaining agreement are expressed in dollar figures.

Discussion:

The undersigned finds that four of the seven comparable districts choose to express the contribution to STRS as five percent. Further, the undersigned finds there is little difference between these two proposals and that neither offer creates substantial problems within the collective bargaining agreement or denies the teachers a benefit enjoyed by others. Thus, while the undersigned concurs with the Association that the comparables appear to support its position, this issue is not a compelling one.

TEACHER HIRING PROVISION

The current collective bargaining agreement provides for the District to be able to credit newly hired teachers, with outside teaching experience, with up to six credits. The Employer is seeking the possibility of extending full credit for outside teaching experience when it hires new teachers. The Association chooses to maintain the status quo.

The Position of the Parties:

The Association contends that both sets of comparables support its position relative to limiting the number of credits for outside teaching experience available to new hires. The Employer, on the other hand, argues the current language restricts its ability to hire qualified teachers in certain educational areas. It cites an instance where it was unable to hire a qualified teacher since the experience credits available to that teacher did not make it economically sound for the teacher to accept the position. It continues there are other educational areas, such as this one, where it is difficult to hire qualified teachers. Therefore, the Employer concludes it is necessary to be able to extend full credit if the need exists when hiring new teachers.

Discussion:

Among the comparable districts, four of the districts provide the Employer with the opportunity to extend credits for outside teaching experience to the extent necessary to hire the teacher. The information provided on the other two

districts shows that in all instances the districts allow for more than six credits to be extended to the newly hired teacher. While the undersigned was not convinced that a true problem exists within the District relevant to hiring teachers because they are restricted to the six credit limit, the comparables do show that generally the districts are allowed greater flexibility than currently exists within Sheboygan Falls. Thus, the undersigned finds the Employer's offer is more reasonable.

#### GRIEVANCE PROCEDURE

In their proposals regarding the grievance procedure the parties differ on who may file the complaint and who will resolve the complaint. Additionally, the Employer seeks re-institution of a clause which it states was deleted from the contract through an error.

#### The Position of the Parties:

The Association maintains there is need for a new grievance procedure since it has filed several grievances, none of which have been processed because the Employer refuses to hear the grievances. In support of its contention, the Association states it is currently before the Wisconsin Employment Relations Commission for a decision regarding whether or not the Employer's behavior is a prohibited practice. Further, the Association argues that the Employer's offer intends to delete the general guidelines pertinent to the grievance procedure and therefore is a substantial change from the previous collective bargaining agreement. The Association continues the Employer's assertion that items not addressed in the final offer remain as in the previous contract is accurate but maintains that because the Employer addressed the procedure in its final offer, the language included in the final offer is all inclusive of the clause.

The Employer, on the other hand, contends that at no time did it intend to delete language under the section entitled "General" and thus the parties only differ on whether or not the Association has the right to grieve and who shall hear the grievance. The Employer further asserts that the comparables do not support the Association's proposal seeking the right to grieve on the behalf of the Association but that they do tend to somewhat support the Association's proposal on who shall hear the grievance. The Employer continues, however, that a move in the direction requested by the Association represents a "drastic" change from the current procedures and the Association has shown no need for it. The Employer continues the Board has modified its position in an effort to reach a compromise between the parties and did not modify it for any other reason. Finally, the Employer states there is one other difference which exists between the parties and that is that it is seeking reinstatement of a section of the clause which it contends was previously in the contract, was never bargained out, and was erroneously left out of the 1977-1979 agreement through a clerical error.

#### Discussion:

As the undersigned indicated to the parties prior to the filing of briefs, the opinion of the undersigned is that the Employer has not changed the proposal in the grievance procedure pertinent to those items under "General". It is presumed that previous contract language exists unless there has been specific reference to deletion or modification. It cannot be assumed that modification of a paragraph within a clause means deletion

of the rest of the paragraphs pertinent to the clause.

The undersigned finds that the manner in which parties present their final offers generally results in a lack of clarity in language items. Some final offers present specific language, others deal in concepts. Some refer to deletion, modification or replacement and others simply offer a paragraph. Therefore, when there is disagreement as to whether or not it is the intent of the parties to include or exclude certain items under a general clause, the clarity lies in the proposing party's expression of its intent. Further, if the opposing party does not agree with that expression of intent, the appropriate remedy lies for that party during the WERC investigation where objection to the intent expressed should be registered with the Wisconsin Employment Relations Commission.

The undersigned concurs with the Employer that the Association has not provided persuasive reason for change in the grievance procedure. Although the Association notes there is no opportunity to know whether the procedure works or not since the Employer refuses to hear grievances, the appropriate remedy is to have the Commission rule whether or not the Employer is committing a prohibited practice rather than to seek change in the procedure.

Further, the comparables show the majority of the districts do not support the Association's proposal. A majority of the districts only allow teachers or groups of teachers the right to grieve and exclude the Association from that process. Additionally, when it is determined who shall have the final say regarding resolution of the grievance two of the districts use a three member panel, two of the districts use the school board as the final judge, and three of the districts apply to the Wisconsin Employment Relations Commission for either the staff arbitrator or submission of a panel of arbitrators from the Commission. Thus, while it is not conclusive that the majority favors the Employer's proposal, the comparisons also do not support the Association's proposal. Thus, based on the comparables and failure to show persuasive reason for change, the undersigned concludes the Employer's proposal is more reasonable.

Further, the undersigned considered the Employer's proposal relative to reinstating the step it claims was deleted from the previous collective bargaining agreement as the result of a clerical error. The undersigned notes there is no specific problem in reinstating that step in that the maximum amount of days the Employer may take to process a grievance with that step included amounts to 50 days. Under the Association's proposal the maximum number of days the Employer may take in processing a grievance amounts to 25 days. The undersigned considered the procedures available to other districts and looked at the number of days maximum the Employer could take in processing a grievance. It was found the days ranged from 28 to 99 days with the majority taking about 45 days. Thus, the undersigned finds the Employer's proposal does not create significant delay in processing the grievance and concludes this is further support for accepting the Employer's offer as the most reasonable offer.

#### LAYOFF

The Association seeks implementation of a clause pertaining to layoff. The Board, on the other hand, proposes maintaining the status quo. This amounts to no layoff clause at all.

#### The Position of the Parties:

The Association contends its offer is the more reasonable

offer since the Employer's offer does not provide timeliness for notice nor recall rights to the teachers. The Association maintains that if the undersigned were to accept this proposal it would "severely handicap" the basic rights guaranteed employees. Further, the Association contends the Employer has no comparable data which supports its position.

The Employer states the proposal of the Association is not necessary and is not supported by the comparable districts. It contends the basic issue at hand is whether or not "district-wide bumping" should exist. The Employer continues that if "district-wide bumping" is allowed, it represents a "radical change" from current procedures and is totally unsupported. Further, the Employer continues it is opposed to such a concept since it creates an educationally unsound situation. Finally, the Employer declares there is no need for the change since no problems appear in the area of layoffs. It states the only recent layoff occurred in the Spring of 1977 and was only one individual. Further, it avers there is no anticipated layoffs during the coming year and enrollment for the next year indicates there will be no anticipated layoffs then as well. Thus, concludes the Employer, without showing the need for change, the Association has not met the arbitral authority which holds there is a burden of showing "persuasive reason" for significant changes within the contract.

Discussion:

While the Association has made reference to an Employer offer relevant to this issue, it is noted that there is no Employer offer. Apparently during the mediation-investigation phase of the dispute an Employer offer was made. This offer was withdrawn, however, prior to certification of the final offers and thus the Employer offers no language on this issue. The parties further agreed that this was the situation when they submitted Joint Exhibit 6.

In considering the Association's proposal the undersigned notes the comparable districts all have at least some reference to a layoff and recall clause. Among a majority of the clauses the districts are allowed a great deal of discretion pertinent to layoffs in order to maintain educational qualifications, however seniority is generally incorporated into the qualification criterion. Additionally, a majority of the districts also have a recall clause. All of the clauses maintain a limit on the time that recall rights prevail and a limit on the amount of time the individual laid off has to respond to a recall.

An analysis of the Association's proposal finds the Association seeks a stronger layoff and recall clause than exists in any of the other districts. The Association does seek "district-wide bumping" and proposes the only qualifying criteria should be seniority and certification by the Department of Public Instruction. Further, the recall rights provision while limiting recall to three years for those employees with more than two years of experience does not provide a system for notifying laid-off teachers of vacancies nor does it impose a limit for responding to a recall. Thus, while there is support among the comparables for a layoff clause, the undersigned finds the Association, by seeking more than comparable districts have, without sufficient reason for proposing the clause, has presented an offer which is less reasonable than the Employer's position.

WAGES

The Association is seeking an \$11,250 base salary while



the Employer is seeking an \$11,350 base salary. Additionally, the Association is seeking a change in the salary grid to indicate an index increase of 4.5% across the board.

The Position of the Parties:

The Association contends the most important aspect of the wages proposal is the salary schedule. It notes the existing grid provides 4.4% increases from steps 1 to 7 and a 4% increase from steps 8 to 14. It continues the grid also provides an additional \$100 at the 4.4% steps and \$300 at the 4% steps. This dilutes the parity of the salary grid argues the Association. It continues the primary purpose of a schedule is to provide guaranteed increases over the years but notes the current grid favors new employees at the expense of more experienced employees. The Association asserts then that its proposal equalizes the payment for newly hired employees as well as the more experienced employees.

The Association continues the Employer's proposal has no logic to it, except that it costs less, provides variable increases and falls short of equality. It continues that if the Employer argues the longevity payments tend to equalize the disparity, it does not. The Association declares the maximum amount of longevity increase any teacher may receive is \$150 net in any given year. Thus, it concludes, longevity does not attempt to equalize the disparity. The Association contends its offer is supported by the comparables when the rankings are examined relative to positions of career teachers.

The Employer states its offer is more reasonable when wages and total compensation comparisons are made and when the increases offered by the District are compared to those received in the other districts. In support of its position, the Employer provided a comparison of 38 positions which it contends were the positions where a concentrated number of its employees fall. It notes that when these positions are placed on the other salary schedules, the District's offer compensates its teachers relatively well. It continues that minimum salaries in each lane of the salary schedule exceeded the average minimum salaries of comparable districts in 1979 and that its offer continues this relationship in 1980. It further notes that the maximum salaries at each lane of the salary schedule exceeded the average maximum salaries in comparable school districts in 1979 and its offer maintains that relationship in 1980. It continues, the dollar increases under the Board's offer at each of the minimums and maximums are more closely allied with the dollar increases of comparable districts except at the BA Minimum where the Employer's proposal offers an additional \$100 so that its salary will remain comparable with the much larger schools of the Fox River Valley in order to attract quality teachers who are just graduating from college.

The Employer also argues that its offer is closer to the average percentage increase received in comparable districts and in all instances, except the MA+12 Maximum, exceeds the average percentage increase. It notes the comparative position of the District is maintained and/or improved in 34 of the 38 positions with 50% of those positions maintained, 40% of those positions improved and only 10% of those positions decreasing in rank. It notes also that the Association's proposal results in 32% of the positions maintained, 55% of the positions improved and 10% of the positions decreased in rank. The Employer concludes this comparison, together with the fact that the District's size and tax base does not support such leadership, makes the Association's offer an unreasonable request.

In examining total compensation comparisons, the Employer indicates the fringe benefits received by its teachers are competitive with those received in other districts. The Employer concludes this reinforces the competitive ranking of the District.

The Employer continues the total package percentage increase in comparable districts ranges from 8.82% to 12.2%, all of which are below the Association's proposal which costs 13%. Further, the District notes its offer of 11.28% is above all of the voluntary settlements reached in comparable districts in 1980-1981. The Employer notes that only the arbitration award in Kewaskum exceeds the Employer's offer and within that award, the arbitrator indicated he preferred the District's 11.3% economic offer but decided the issue on other merits. This, concludes the Employer, supports the reasonableness of the Employer's offer.

Finally, in regard to the salary schedule itself, the Employer contends that while the Association is proposing a change in the step increments, a review of the schedules of comparable districts reveals the change is not necessary. Making a comparison of the ratio of lane maximums to lane minimums in the comparable district schedules as well as its own schedule, the District contends that its offer is closer to the average ratios for comparable districts in the BA lanes and that both its offer and the Association's offer are equidistant from the average ratios in the comparable districts in the MA lane. Thus, the Board concludes its offer is equivalent to the structure in other districts and the Association's offer should be rejected because it exceeds the norm.

#### Discussion:

In deciding which of the wage offers is the more reasonable, it is important to consider both the salary grid and the dollar increase in wages. While the Association contends that the current salary grid results in an equitable treatment of career teachers, the undersigned does not find the argument persuasive. An analysis of the comparable district salary increases and salary schedule shows that the Employer's offer maintains rank and improves salaries at the benchmark areas. While the increase in salary may not be what the Association feels should be compensation for experienced teachers, the compensation compares favorably with the median and average of other salary schedules. This is further supported in that the maximum salary available under salary schedules results in the Employer's offer maintaining or improving its position over 1979. In comparison, when the Association's offer is considered pertinent to these benchmarks, the undersigned finds the Association's offer results in improvement of rank rather than maintenance of rank, which is an unsupported position since the District already compensates its teachers well in comparison to other districts.

While the undersigned has already noted earlier that comparison of percentage increases will not be given significant weight, it is important to note that even if the lowest percentage increases in cost were attributed to each party, the dollar increase, as well as the percentage increase, finds the Employer's offer more consistent with the area settlements.

Finally, an analysis of the total compensation offered by the District shows the District has maintained a competitive position with other districts. In the areas of life insurance, long term disability insurance, contribution toward STRS and provisions

of a tuition credit, the District's offer is equal to, if not better than, benefits offered by other districts. Thus, on the basis of similar salary compensation, maintenance of rank among the comparable districts and maintenance of benefits similar to other districts, the undersigned finds the Employer's offer is more reasonable.

The remaining question in determining which of the wage offers is more reasonable lies in how the wage offers compare to the cost of living increases.

#### The Position of the Parties:

The Association argues that its offer at 11.85% or 12.18%, however the package is costed, is more appropriate since the cost of living increased similar to the percentages reflected in the Consumer Price Index at 12.7% and 12.6%. Further, the Association contends it has shown that the inflation rate has decreased the buying power of actual wages and declares that if the Employer's offer is accepted, the result will be that current employees will not receive as much benefit from their wage increase as will the BA Minimum position. Thus, concludes the Association, its offer is more appropriate since current employees would suffer less.

The Association rejects the Employer's argument regarding use of the Personal Consumption Expenditures Survey as the appropriate index for measuring the cost of living in the past year. Contending that the Personal Consumption Expenditures Survey estimates certain items, tracks far fewer items than the Consumer Price Index, uses some of the data from the CPI assigning them different weights, includes items of questionable use and estimates expenditures of all "persons" including those institutionalized, living abroad and U.S. military personnel, as well as some "non-persons" such as private trust funds, the Association asserts there are as many problems with the PCE as with the CPI. Thus, concludes the Association, the CPI should continue to be used since it is the index used by millions of workers as a measurement of cost of living increases.

The Employer takes the position that although rapid increases in the Consumer Price Index have occurred there are other criteria more important than the cost of living criterion which should determine the reasonableness of the two offers. In addition, the Employer states there are also more accurate measurements than the CPI for measuring the cost of living if the criteria is to be used.

The Employer contends the Consumer Price Index exaggerates the cost of living figure. Arguing that it is based on a "fixed market basket", doesn't allow for changes in consumers' buying patterns and incorporates the cost of homes and interest rates, the Employer urges that the CPI does not accurately reflect consumer expenditures. The Employer contends the Personal Consumption Expenditure Survey should be the index used. In support of its position, the Employer states the PCE is based on actual transactions in the economy, measures price changes in goods and services currently purchased and takes into account the shifts in consumption patterns. This, concludes the Employer, makes the PCE a better measure of real market behavior and subsequently, the cost of living. If this index is used, the Employer notes the inflationary increase has been 12.12% in the past year which is extremely similar to the Board's offer.

Finally, the Employer challenges the Association's argument regarding the loss of earning power. While the Employer agrees there has been a loss of earning power for its employees, it also argues the situation is the same for teachers nation-wide, as well as for other workers, since real gross and real spendable earnings have continued to decline for all workers in recent months.

Discussion:

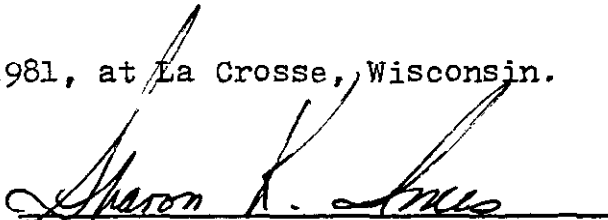
The undersigned finds that other criteria are more important than the cost of living criterion in deciding which of the final offers is more reasonable. Recognizing the problems inherent in relying solely upon a national index as an indicator of the cost of living, the undersigned finds area settlements as appropriate an index in measuring the cost of living increases as either index. Thus, the undersigned has placed more weight upon the earlier comparisons which indicate the Employer's offer is comparable to area settlements.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded that the Union's offer is more reasonable regarding the STRS payment, while the Employer's offer is more reasonable regarding the issues of teacher hiring, grievance procedure, layoff, and wages, the undersigned makes the following

AWARD

The final offer of the Employer, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining are to be incorporated in the collective bargaining agreement for 1981 as required by statute.

Dated this 10th day of July, 1981, at La Crosse, Wisconsin.

  
Sharon K. Imes  
Mediator/Arbitrator

SKI/mls

2/25/81  
G. Williams  
G. Williams

Article XV, Section 6.

Child Rearing Leave

~~The District shall establish procedures~~  
A regularly employed teacher may ~~take~~ <sup>take</sup> a leave of absence, without compensation, for child rearing purposes. Such leaves may be requested by filling with the ~~Supervisor~~ <sup>Supervisor</sup>, at least sixty (60) days prior to the commencement of the leave, a written request for child rearing leave on such forms that are provided by the District. No more than three (3) teachers may be on such leave at any one time. The duration of child rearing leave shall not extend beyond the end of either the preceding school year or the date of the next ~~beginning~~ <sup>beginning</sup> school year.

No leave may extend beyond the school year in which the leave commences. It shall be the teacher's responsibility to pay all insurance premiums during such leave which are otherwise paid by the District.

3. ARTICLE XVIII - COMPENSATION - Section B

- B. Retirement: The Board of Education will pay retirement in the amount equal to five percent (5%) of the teacher's salary as appears on the salary schedule, excluding longevity payments, but to be expressed in the labor agreement in dollar amounts.

ARTICLE XVIII - COMPENSATION - Section C

- C. Teachers may be given credit for actual teaching experience outside of the School District when being newly employed by the District.

4. ARTICLE XXVI - EXTRA CURRICULAR

2. All help at athletic events will be paid at the rate of \$5.50 per hour.

Extra curricular activities will be compensated at the rate of 2% below the percent of salary settlement for the 1980-81 school year.

Hr

2/25/81

Ch. Eff. N  
Callahan

5. SALARY - \$11,350 base salary, on existing salary grid.

2/25/81

Ch. [Signature]  
[Signature]

The Assn. agrees to the Bd's proposal to increase the amt. to \$6,000 toward LTD with a plan equivalent to the WEA Trust Plan.

APPENDIX "B"

SHEBOYGAN FALLS EDUCATION ASSOCIATION

FINAL OFFER

December 4, 1980

The Sheboygan Falls Education Association proposes the continuation of all the provisions of the 1979-80 contract in a new one year contract, and honor all tentatively agreed upon matter with retroactive benefits received from the first day of school, to be paid no later than the second pay period following the issuance of a Consent Award or an Arbitration Award, and Articles or items as modified below.

XV. Childrearing

G. A regularly employed teacher may request a leave of absence, without compensation, for childrearing purposes. Such leaves may be requested by filing with the Superintendent, at least six (6) weeks prior to the commencement of the leave, a written request for childrearing leave on such forms that are provided by the District. Leaves will be granted until a maximum of three (3) teachers are on such leave at any one time. The duration of the childrearing leave shall be no longer than the remainder of the current grading period and an additional grading period. It shall be the teacher's responsibility to pay all insurance premiums during such leave which would otherwise be paid by the District.

XVII. Grievances

Definition: A grievance shall be defined as a complaint by an employee or the Association that there has been a violation or misinterpretation of the agreement or to the rights granted by law.

Step 1: The grievant teacher will first discuss the complaint with the principal or immediate supervisor within fifteen (15) days of the occurrence. An answer will be given by the building principal within five (5) working days after the submission of the complaint.

Step 2: If the Sheboygan Falls Faculty Association feels the teacher has a legitimate grievance, then this grievance shall be submitted by the grieving teacher and or the Association to the building principal or immediate supervisor within ten (10) working days. An answer shall be given within five (5) days of its submission.

Step 3: If satisfaction is not received in Step 2, the grievance shall be submitted in writing, and presented to the Superintendent of schools within five (5) working days. An answer will be given within five (5) working days of the submission.



XVII. Grievances-Continued:

Step 4: On failure to reach a satisfactory agreement in Step 3, the grievance shall be submitted in writing within five (5) working days to the Board of Education. An answer shall be given within ten (10) working days of the submission.

Step 5: On failure to reach a satisfactory agreement in Step 4, the grievance will be submitted to the WERC for final arbitration.

General:

- A. Timelines given above may be extended by mutual agreement.
- B. Costs of arbitration, mutually incurred, shall be shared by the parties.
- C. The grievant shall be represented by Counsel of their choosing throughout the process. Grievances of the same type and with similar fact situations may be consolidated.
- D. Grievances not processed according to the timelines shall be considered as resolved at the previous step. Failure of the employer to reply in a timely fashion shall cause the Association to proceed to the next step.

XX. Staff Reduction

Section 1. Standard

If a reduction in the number of employees in any position for the forthcoming school year is necessary, the provisions set forth in this Article shall apply. The Board may layoff employees only where such layoffs are made necessary for valid and lawful reasons of educational policy and/or school system management and operation.

Section 2. Notices and Timelines

No later than December 1 of any school year, the Board and the Association shall develop a mutually agreeable seniority list, in accordance with Section 3, Step 2 below.

On or before February 15, the Board shall notify the Association in writing of the position (s) which it considers necessary to reduce for the contemplated reduction.

On or before March 1, the Board will provide a preliminary notice in writing to the employee (s) it has selected for reduction under Section 3, Step 2 above, and shall provide those employees an opportunity to meet in conference with the Board prior to March 15. Upon receipt of such notice, the employee (s) may exercise his/her right to be heard in accordance with Section 3, Step 3 below.

XX. Staff Reduction-Continued:

On or before May 1, the Board shall provide final notice in writing to those employees who have been selected for layoff.

Section 3. Selection for Reduction

Step 1: Attrition. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

Step 2: Preliminary Selection. The Board shall select employe (s) for a reduction in the grade level or subject area (OR DEPARTMENT) where such reduction (s) are necessary in the order of the employe (s)' length of service in the District, commencing with the employe in such level or area (OR DEPARTMENT) with the shortest service.

Seniority For purposes of this Article, the commencement of an employe's service in the District shall be the first day of continuous employment under his/her initial contract and, where two (2) or more employes began employment on the same day, the respective issuance dates of such employes' offers of employment shall be used to establish their length of service. Provided, if there still remains two (2) or more employes subject to layoff selection who were issued their initial offers of employment on the same date, such selection shall be determined among such employes on a lottery basis.

Step 3: Bumping. Any employe who is selected for reduction pursuant to Step 2 above may elect in writing, within one (1) week, to replace the employe with the shortest length of service in the District who holds an assignment for all or a portion of which the former employe is qualified. Any employe who is replaced pursuant to this Step may similarly elect to replace another employe in the District as provided in this Step. The Board shall notify selected employes in writing, of their selection through bumping within twenty-four (24) hours after it has occurred.

Section 4. Recall

Recall rights shall be limited as follows:

- A. Employes with one (1) year or less experience 1 year
- B. Employes with two (2) years or less experience 2 years
- C. Employes with more than two (2) years of experience 3 years

Employes on recall will not forfeit their right to recall by refusing an offer of recall if the recall offer is for a position whose workweek is less than the amount of time previously worked. Recalling employes shall have the same right to require employes to take a job when the employment law would require they accept a job offer.

Section 5. Definition of "Qualified"

"Qualified" shall mean certified by the Wisconsin Department of Public Instruction.

Section 6. Benefits during Layoff

The layoff of each employe shall commence on the date that she/he completes the teaching contract or employment understanding for the current school year. Such employe shall be paid for services performed under that contract to the date of such layoff in accordance with this Agreement.

No employe on layoff shall be precluded from securing other employment during such employe's recall rights period.

Employes on layoff shall retain the same amount of seniority, based upon length of service in the District as set forth in Section 2, Step 2 above, as she/he had accrued as of the date she/he was laid off. If a laid off employe is recalled, such employe shall again begin to accrue full seniority.

Section 7. Relationship to Nonrenewal, Discipline, and Discharge

All reductions in any staff position shall be governed by the provisions of this Article. Such layoffs shall not be accomplished through nonrenewal of individual contracts. Layoffs shall be made only for the reason (s) asserted by the Board, as provided in Sections 1 and 2 above, and not to circumvent the other job security or discipline provisions of this Agreement.

Pay

Increase base to \$11,250

Increase index percents to 4.5 across the Board

Increase lane to 150

Under Extra-Curricular, all Extra-Curricular salaries to be increased by 2% less than the final package total.

Under General No. 2, increase 5.00 to 5.50

Estimated cost of package 12.2

STPS

Change XVIII Compensation to XVIII B to read: B: The Sheboygan Falls Board of Education will pay 5% toward retirement on all salary except on extended contract and extra-curricular pay.

Sheboygan Falls EA Final Offer  
Page 5  
December 4, 1980

Appendix A to read:

Eligibility

All employees under age 64 who are working at least twenty (20) hours per week.

Qualifying Period

Ninety (90) days of continuous total disability are required before benefit payments may begin.

Monthly Benefit

The 67% of monthly salary will be exclusive of all money except regularly scheduled salary. \$2,000 per month will be subject to the "Combined Maximum Limit." This limit is based on an integrated plan with employer sponsored plan and government plans.

Benefit Period

Accident and sickness benefits are payable during continuous disability to age 70.

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APPENDIX "C"

SHEBOYGAN FALLS BOARD OF EDUCATION

FINAL OFFER

December 5, 1980

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1. ARTICLE IX

Create a new Section F to read as follows:

F. Long Term Disability

The District will contribute up to the amount of \$5,900. for the purchase of long term disability benefits for regular full-time employees. Such benefit shall provide a monthly benefit of not exceeding 67% of the teachers base contracted monthly salary, exclusive of extra curricular payments, extended contract payments and other type payments. The combined maximum benefit limit of total combined amounts of benefits payable under this plan and benefits payable as the result of disability or retirement provisions of governmental and employer sponsored plans may not exceed 67% of the participants monthly salary, exclusive of extra curricular payments, extended contract payments and other type payments. The maximum benefits payable are to be payable to the age of 65.

The qualifying period shall not be less than ninety (90) work days of continuous total disability before benefit payments may begin. In no event shall an employee be eligible for long term disability benefits until the employee has exhausted his/her accumulated sick leave. The District shall only be responsible for paying the premium for the benefit as provided above and nothing else.

2. ARTICLE XVII - GRIEVANCES

Definition: A grievance shall be defined as a complaint by an employee that there has been a violation or a mis-interpretation in the application of any of the provisions of this agreement or to the right granted to him by law.

Step 1 The grievant teacher will first discuss his complaint with his principal or immediate supervisor within fifteen (15) days of the occurrence. An answer will be given by the building principal within five (5) working days after the submission of the complaint.

Step 2 If the Sheboygan Falls Faculty Association feels the teacher has a legitimate grievance, then this grievance shall be submitted personally by the grieving teacher or teachers to the building principal

or immediate supervisor within ten (10) working days after the decision by the Sheboygan Falls Faculty Association. An answer shall be given within five (5) days of its submission.

- Step 3 If satisfaction is not received in Step 2, the grievance shall be submitted in writing, and presented personally by the grieving teacher within five (5) working days to the Superintendent of Schools. An answer shall be given within five (5) working days of the submission.
- Step 4 If the grievance is not satisfactorily corrected in Step 3, the grievance shall be submitted in writing within three (3) working days to the Sheboygan Falls Faculty Association. The aggrieved, the building principal, and the Superintendent of Schools shall meet to arrive at a satisfactory solution within five (5) working days of the submission.
- Step 5 On failure to reach a satisfactory agreement in Step 4, the grievance shall be submitted in writing within five (5) working days to the Board of Education for its next meeting. An answer shall be given within ten (10) working days after the Board's decision.
- Step 6 Arbitration Board: Any grievance which cannot be settled through the above procedures may be submitted to an Arbitration Board comprised of three (3) persons, to be selected as follows: The Board and the Association shall each select one member of the Arbitration Board, and the two members selected by the parties shall use their best efforts to select a mutually agreeable Chairman of the Arbitration Board. If the two selected persons are unable to agree on the Chairman within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. The party requesting the arbitration shall first strike the name of its choice on the list and thereafter each shall alternately strike a name on the list until one name appears on the list. The remaining arbitrator on the list, after the strikes, shall then be notified of his appointment as Chairman in a joint statement from the Board and the Association.

Arbitration Hearing: The Arbitration Board selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitration Board shall render a written decision to both the Board and the Association which shall be binding upon both parties.

3. ARTICLE XVIII - COMPENSATION - Section B

- B. Retirement: The Board of Education will pay retirement in the amount equal to five percent (5%) of the teacher's salary as appears on the salary schedule, excluding longevity payments, but to be expressed in the labor agreement in dollar amounts.

ARTICLE XVIII - COMPENSATION - Section C

- C. Teachers may be given credit for actual teaching experience outside of the School District when being newly employed by the District.

4. ARTICLE XXVI - EXTRA CURRICULAR

2. All help at athletic events will be paid at the rate of \$5.50 per hour.

Extra curricular activities will be compensated at the rate of 2% below the percent of salary settlement for the 1980-81 school year.

5. SALARY - \$11,350 base salary, on existing salary grid.



APPENDIX "D"

RECEIVED

MAY 13 1980

MEMORANDUM OF AGREEMENT REACHED

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

SESSION: 3

DATE: Thursday March 7, 1980

The following S.F.F.A. proposals are hereby withdrawn from consideration for the current negotiations;

- 1. VI-B (School starting time) ..... withdrawn
- 2. VI-C (Length of class periods ) ... withdrawn
- 3. VIII (No strike pledge) ..... withdrawn

Additionally

The following proposal as submitted by the S.F.F.A. was jointly agreed

- 1. Delete Step 2 of the existing grievance procedure. Steps 3 through 7 shall be renumbered accordingly.

Initialed: Board of Education *[Signature]*

Initialed: S.F.F.A. *[Signature]*

Date: 3-13-80

MEMORANDUM OF AGREEMENT REACHED

SESSION: 4

DATE: 3-13-80

REF: Teacher Proposal XXVI  
Extra-Curricular

Agreed to delete Photo Club as a paid position.

Agreed to add position entitled Yearbook, Purgold, Photographic  
Advisor as a replacement for the photo club.

Note: Photo Club Advisor will remain as an extra-curricular position.

Initialed: Board of Education [Signature]

Initialed: S.F.F.A. [Signature]

Date: 3-20-80

Type up

6/10/82

Agreed -

Board Proposal: Article XII

Recreate:

Section XII - A to read as follows:

- A. The first exchange of proposals for Certificate of Agreement negotiations shall take place on or before the regular February Board meeting. No new issues can be presented by either party after March 1. The initial proposal as submitted by each party shall be made public.

Ed Williams 6-11

Ed Williams 6-11