

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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MAY 20 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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: In the Matter of the Petition of :
: NORTHWEST UNITED EDUCATORS :
: To Initiate Mediation-Arbitration : Case XXI
: Between Said Petitioner and : No. 28318
: SCHOOL DISTRICT OF LAKE HOLCOMBE : MED/ARB-1296
: : Decision No. 19197-B
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APPEARANCES

Stevens L. Riley, Attorney at Law, on behalf of the District

Robert E. West, Executive Director, NUE, on behalf of the Association

On December 17, 1981 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned to serve as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act in the above matter. Pursuant to statutory responsibilities, the undersigned conducted mediation proceedings between the District and the Association on January 26, 1982. Said mediation effort failed to result in voluntary resolution of the dispute. The parties thereafter waived their right to an arbitration hearing, and instead exchanged exhibits and briefs by April 5, 1982. 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 issues in dispute include disputes over salaries, co-curricular pay, the use of personal leave, a continuing education requirement, and comparability. Because of the impact the comparability issue may have on several of the other issues in dispute, it will be discussed first, followed by a discussion of each of the other issues in dispute on an individual basis, and thereafter, by a discussion of the total final offers of both parties.

COMPARABILITY

Association Position

The Association proposes a variety of comparables rather than the narrow group provided by the Lakeland Athletic Conference. The limited number of settlements in the Conference produces an inadequate basis for comparison, and since WIAA Conference membership is not dependent on employment conditions anyway, there is little justification for restricting comparables to members of this group alone. Moreover, since Lake Holcombe is in an average population distribution area with respect to the entire state, statewide comparisons are appropriate.

District Position

The Lakeland Athletic Conference constitutes the fairest and most reasonable group of comparable schools. These schools are relatively the same size as Lake Holcombe and are located in the same geographic area, both of which are factors frequently relied upon by arbitrators in selecting comparables. In the District's only other experience with mediation/arbitration ^{1/}, Arbitrator June Weisberger selected the Lakeland Athletic Conference as primary comparables.

^{1/} WERC Case XVIII, No. 23442, Med/Arb 205.

In addition, another Arbitrator, Sharon K. Imes, used the Conference for comparables in a med/arb case involving Northwest United Educators and the School District of Bruce.

Discussion

Although the undersigned is normally disposed to utilize the same comparables utilized by other arbitrators in disputes involving the same parties in order to afford as much predictability to the process as possible, in this instance the districts in the Lakeland Athletic Conference which have settled 1981-82 agreements are not sufficient in number to provide reliable comparable data if they were exclusively utilized as comparable districts in this proceeding. Nor is the undersigned willing to utilize Conference districts which do not have settled 1981-82 agreements since a comparison of outstanding final offers in such districts affords no valid basis for comparison. Accordingly, the undersigned has utilized as comparables the five districts in the Athletic Conference which had settled 1981-82 agreements at the time of the instant proceeding, plus an additional group of districts of similar size (based upon their number of full-time equivalency teachers) which are geographically proximate to comparable districts in the Athletic Conference, and which have settled 1981-82 agreements.

This list of comparable districts includes the following: Chetek, Osceola, Cumberland, St. Croix Falls, Somerset, Frederic, Clear Lake, Cameron, Siren, Shell Lake, Minong, Luck, and Birchwood.

The undersigned has not included as comparables larger districts in the area, nor will the undersigned utilize as comparables State averages since there does not appear to date to be sufficient usage of such averages as comparables either by the parties on a mutual basis or by mediator arbitrators to justify reference to same in such a proceeding. In this regard, although statewide averages may have some validity as a measure of comparability, until their usage becomes more accepted, continued use of comparisons of districts of similar size, in the same geographical area, and where ability to pay is a factor, with similar economic resources to support their educational programs would appear to be the most predictable and reasonable bases for determining comparability in public education.

SALARIES

NUE Final Offer Lake Holcombe 1981-82

Step	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+8</u>	<u>MA+16</u>
0	12,221	12,644	13,068	13,492	13,915	14,338	14,761
1	12,644	13,068	13,492	13,915	14,338	14,762	15,184
2	13,058	13,492	13,915	14,338	14,762	15,185	15,608
3	13,492	13,915	14,338	14,762	15,185	15,609	16,065
4	13,915	14,338	14,762	15,185	15,609	16,032	16,488
5	14,338	14,762	15,185	15,609	16,032	16,456	16,912
6	14,762	15,185	15,609	16,032	16,456	16,879	17,336
7	15,185	15,609	16,032	16,456	16,879	17,303	17,760
8	15,609	16,032	16,456	16,879	17,303	17,726	18,183
9	16,032	16,456	16,879	17,303	17,726	18,149	18,607
10	16,456	16,879	17,303	17,726	18,149	18,573	19,031
11	16,879	17,303	17,726	18,149	18,573	18,997	19,455
12	17,303	17,726	18,149	18,573	18,997	19,420	19,878

Lake Holcombe Board Final Offer 1981-82

<u>Step</u>	<u>BA</u>	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+8</u>
0	11,761	12,173	12,585	12,997	13,409	13,821
1	12,173	12,585	12,997	13,409	13,821	14,233
2	12,585	12,997	13,409	13,821	14,233	14,645
3	12,997	13,409	13,821	14,233	14,645	15,057
4	13,409	13,821	14,233	14,645	15,057	15,469
5	13,821	14,233	14,645	15,057	15,469	15,881
6	14,233	14,645	15,057	15,469	15,881	16,293
7	15,057	15,469	15,881	16,293	16,705	17,117
8	15,469	15,881	16,293	16,705	17,117	17,529
9	15,881	16,293	16,705	17,117	17,529	17,941
10	16,293	16,705	17,117	17,529	17,941	18,353
11	16,705	17,117	17,529	17,941	18,353	18,765
12	17,117	17,529	17,941	18,353		

The difference in the cost of the parties' salary proposals, including roll ups, is approximately \$30,000.

Association Position

The salary schedule is the major issue in this arbitration. The Association is proposing a 9.5 percent increase at every cell compared to the Board proposal of 5.5 percent based on schedule base increases and incremental increases. The Association's proposal of a uniform adjustment of each cell is consistent with the procedure utilized by the parties in 1980-81.

There are two significant areas of dispute related to the costing of this issue. First, the cost of the new dental insurance benefit should not be included as part of the 1981-82 package cost increase. This benefit was negotiated as part of the 1981-82 school year as part of a prior compromise by the staff in collective bargaining. It would be unjust to require a second trade-off for the same benefit which is essentially what the Employer is proposing.

Secondly, the Board's use of a 44 person staff to cost out the total package for the 1981-82 year distorts the picture and produces an unreliable basis for comparison. There were 42 teachers in the Lake Holcombe staff for the 1980-81 school year. Although there are now 44 staff members, the current staff represents significantly fewer years of experience and fewer credits of post-graduate training. This translates into substantially lower costs for the District than the prior year's staff. Therefore, it is misleading for the Board to represent the 1981-82 cost based on the prior year's staff plus two new teachers.

The Association's cost analysis is more appropriate since it uses the same number of bargaining unit members as in the 1980-81 school year.

The Association further contends that total package comparisons are misleading and unreliable since reductions in staff may occur in some districts while others experience increases in the same year. The dependability of such comparisons among such districts is thus subject to serious doubt.

In sum, comparisons based on non-standardized total package increases are misleading at best and generally unreliable. On the other hand, the Association endorses the use of salary benchmarks as an appropriate basis for comparison and cost analysis.

Utilizing such benchmarks, the Board's final offer causes the Lake Holcombe teachers to lose substantial ground to the State average. In fact, even with the Association's offer, Lake Holcombe will remain behind the State average.

It is also clear that the Lakeland Athletic Conference schools which have settled to date are striving to catch up with the State average.

It is obvious, however, that Lake Holcombe teachers are actually requesting substantially less than even the established pattern within the Conference. Similar comparisons are also evident when using geographical comparables such as the districts in surrounding CESA's.

Furthermore, the cost per pupil and levy rate of Lake Holcombe for the 1980-81 school year do not demonstrate any particular high costs in terms of expenditure or taxing which would justify the unusually low final offer of the Board.

The fringe benefit package at Lake Holcombe does not justify a very low salary offer either. More than half (17 out of 27) of the school districts in a three-conference comparison have dental insurance. Although the District has offered to change health insurance carriers, there is no reason to believe that any change would be reflected in a higher salary proposal by the Board. Nevertheless, the Board implies that continuation of its current insurance carrier somehow demands a salary tradeoff.

The most serious structural difference between the parties' final offers is the Association proposal to add an MA plus 16 lane. The addition of this lane is clearly justified by an examination of the Lake Holcombe ranking at the scheduled maximum where it falls far behind in both rank and dollars compared to the State average or Athletic Conference. The addition of the MA plus 16 lane is a legitimate attempt to improve this area.

In sum, the totality of the evidence clearly supports the Association's final offer on salary.

District Position

The compensation issue is a composite of the salary schedule, pay for co-curricular activities and the fringe benefits which accompany those schedules. It is the Arbitrator's statutory duty to weigh all these factors in making an award.

The District must also look at the "bottom line" figure in costing out proposals for the fiscal year. Fairness and reality dictate that the entire cost of compensation be compared with the previous year. Therefore, this must include direct and indirect costs, salaries and fringes.

Both parties' offers presume that teachers will move, vertically and horizontally on the salary schedule for the 1981-82 school year. Both proposals also provide for a one-year contract and include the Employer's full contribution of the increase in the insurance premium which in part is produced by the new dental insurance coverage.

It is also important for the Arbitrator to consider the severe economic recession in determining the proper award. Late tax revenues, plant closings, and the significantly below-average per capita income for the Lake Holcombe School District are all crucial factors affecting public policy choices. The interest and welfare of the public and the ability of the District to meet the costs of settlement should be viewed as weights on the Employer's side of the scale used by the Arbitrator in determining which final offer he should select. It is noted that the District's current fiscal year has produced a tax levy in excess of 22 percent over that of the previous year. All of these factors dictate restraint for the public employer.

A comparison of the cost of final offers in this case to the costs to other Conference districts indicates that Lake Holcombe's final offer to the Union is very good. Although the Union's approach to analyzing comparables attempts to minimize the costs to respective districts, comparisons based on the relative rankings at schedule minimums and maximums do not result from reasoned, definite patterns within the Conference. This is exemplified by the rankings of some districts at the benchmarks varying greatly within a few years' time. In spite of such wild fluctuation, Lake Holcombe has maintained a gradual improvement in ranking.

Another factor which must be kept in mind in analyzing comparables is that the salary schedule does not tell the entire story; fringe benefits must also be considered. Lake Holcombe's above average contributions toward health and dental insurance premiums must be compensated for in other areas.

Comparing the percentage increase in each school's total compensation package to the prior year is the fairest approach, and in this case such a comparison indicates that the Employer's offer of 11.16% is eminently fairer than that of the Union at 15.81%. Therefore, the factor of comparability, consistently given the most weight by Arbitrators, strongly favors the selection of the Employer's final offer.

The Union's offer must be considered grossly excessive when the current rate of inflation is factored in. In addition, although cost of living is clearly a legitimate factor in determining the reasonableness of proposed wage increases, it must be remembered that the District's insurance programs help protect teachers from rising costs in these areas. It should be noted in this regard however, that when these premiums escalated sharply, the District offered to change carriers and apply the savings to the salary fund and that this offer was refused by the teachers.

Discussion

Although the District correctly points out that total compensation is at least as valid if not a more valid criterion to utilize in comparing economic proposals among comparable districts, the data presented for the comparable districts utilized herein is not sufficiently complete to make reliable comparisons based thereon. With respect to the comparability of fringe benefits, reliable evidence has not been introduced which reflects the relative value of increased costs for the 1981-82 school year. The evidence which has been introduced and which allegedly portrays the relative percentage value of increased total compensation for the 1981-82 year among comparable districts cannot be utilized herein since such evidence has not been introduced for even a majority of the comparable districts utilized herein, and more importantly, there is no basis for the undersigned to determine whether such percentages were computed in a consistent and uniform manner among all of the districts reporting same.

Furthermore, the evidence which has been introduced, which is reflected on the following chart, indicates that although the cost of the District's health insurance benefits is relatively high, the fringe benefit package offered by the District, as a whole, is relatively competitive with that offered in comparable districts. On the whole, its cost and value are not sufficiently out of line with the fringe packages offered in comparable districts to justify a salary schedule which is not comparable with the salary schedules in said districts.

For the foregoing reasons the undersigned will utilize traditional salary benchmarks as a basis of comparison of the parties' final offers pertaining to salaries. While the undersigned concedes that the use of such benchmarks is plagued with many problems, on the whole, their continued use is probably as far a basis of comparison as any other. Furthermore, the regular use of such benchmarks might some day give more predictability to this process, thereby diminishing the need for the participation of arbitrators in the resolution of such disputes.

The evidence presented by the parties pertaining to comparable salaries was not sufficiently complete to allow the undersigned to develop and utilize comparisons at midpoints on the salary schedule, nor did it provide a basis for comparing the number of steps at the BA, MA and Schedule maximums in comparable districts. Therefore, the comparisons made herein are deficient in both of the above regards. If the comparable data had indicated that both of the parties proposals were relatively close to the comparables, additional evidence might

have been requested in this regard. However, because the evidence which has been introduced indicates that the Union's offer is significantly closer to the 1981-82 settlement in comparable districts than is the District's, no such request for additional evidence has been made.

District Provided Insurances in 1981-82
Source - NUE Exhibits

	<u>Health</u> \$	<u>Dental</u> \$	<u>Union</u>	<u>LTD</u> ^{1/}	<u>Life</u> ^{2/}
Chetek	34.00/88.11	8.59/27.98			
Osceola	32.46/84.70	10.31/30.43			
Comberland	^{3/} 34.14/88.11	9.54/31.09	3.60/8.45	100%	100%
St. Croix Falls	32.50/84.66	12.38/38.58			41%
Somerset	43.72/114.04	8.02/23.64		100%	100%
Frederic	32.46/84.70	7.75/24.22	2.40/5.66		100%
Clear Lake	^{4/} 32.46/84.70	9.00/28.00			
Cameron	40.76/105.66	10.40/30.66		100%	
Siren	34.14/88.10	10.62/35.36		100%	
Shell Lake	32.84/83.34	7.81/26.35			
Luck	45.86/119.94	6.99/20.63	2.32/5.80	100%	100%
Birchwood	39.00/96.08			1/1/82	50%
Lake Holcombe	42.40/108.87	9.24/27.20			

^{1/} Average Premium \$5-6/month

^{2/} Average Premium \$3-4/month

^{3/} Effective 4/1/82 (dental) lowest current bid. Board will pay full premium.

^{4/} Dental effective 3/1/82.

The following charts, which reflect a comparison of five salary benchmarks, indicate that at all five benchmarks, the Union's proposal is significantly closer to the increases granted in comparable districts than the District's, both in terms of percentages and dollar amounts. In addition, in all cases except at the MA minimum, the District's relative rank among comparables and the relationship between the District's salary schedule and comparable averages support the reasonableness of the Association's proposal, utilizing the criterion of comparability. At the MA minimum however, the Association's proposal would continue to retain a salary which is somewhat out of line with the comparables. On the other hand, the District's proposal at the MA minimum, while it would bring the salary into line with comparables, it would accomplish this in a manner which would require significant and unreasonable sacrifice, relatively speaking, by teachers at said point on the salary schedule. In the undersigned's opinion an adjustment of approximately \$900 at this point on the salary schedule would have brought the District into line with the comparables while at the same time, it would have resulted in an increase comparable to at least some of the comparable districts. Thus the undersigned deems the Association's proposal to be unreasonably high at this point and the District's to be unreasonably low. Accordingly, no preferential consideration will be given to either proposal in this regard.

Based upon the foregoing analysis, the undersigned concludes that the Association salary proposal is the more reasonable and comparable of the two since at four of the five salary benchmarks compared, it is closer to the comparable norms in all respects.

Having so concluded, it becomes necessary to address the question whether such a conclusion can be supported during a period of economic recession, high unemployment, and taxpayer resistance. Although the undersigned concedes that selection of the Union's salary proposal might be difficult to satisfactorily explain to citizens in the community who are experiencing difficult economic times, absent a showing that the economic circumstances in the District are distinguishable from those in comparable districts - which the record does

not reflect - there is little justification for the selection of a salary proposal which differs substantially from salary settlements in comparable districts. In the instant matter there has been no showing that the District would have to reduce or eliminate beneficial educational programs, that it will have to engage in long-term deficit financing, or that it will have to increase taxes contrary to the will of the electorate or with a resulting non-comparable tax rate in order to afford the Association's comparable salary schedule. Absent such evidence, the comparability of the Association's salary proposal must prevail.

CHART 1
BA MINIMUM

	80-81 \$	81-82 \$	% Increase	\$ Increase
Chetek	11,049	12,000	8.6	951
Osceola	11,768	12,700	7.9	932
Cumberland	10,775	11,987	11.2	1,212
St. Croix Falls	11,280	12,521	11.0	1,241
Somerset	10,900	11,700	7.3	800
Frederic	11,150	12,265	10.0	1,115
Clear Lake	10,950	11,975	9.4	1,025
Cameron	10,811	11,784	9.0	973
Siren	10,858	12,182	12.2	1,324
Shell Lake	10,700	11,877	11.0	1,177
Minong	10,900	11,700	7.3	800
Luck	11,295	12,482	10.5	1,187
Birchwood	10,760	12,024	11.7	1,264
Average	11,015	12,092	9.8	1,077
Lake Holcombe	11,161	Bd. 11,761 Assn 12,221	Bd. 5.4 Assn 9.5	Bd. 600 Assn 1,060
Ranking	4	Bd. 11 Assn 5		
+/- Average	+146	Bd. -331 Assn +129	Bd. -4.4 Assn - .3	Bd. -477 Assn - 17

CHART 2
BA MAXIMUM

	80-81	81-82	% Increase	\$ Increase
Chetek	16,533	17,640	6.7	1,107
Osceola	16,946	18,796	10.9	1,850
Cumberland	16,775	18,640	11.1	1,865
St. Croix Falls	16,415	18,221	11.0	1,806
Somerset	15,696	17,094	8.9	1,398
Frederic	16,545	18,200	10.0	1,655
Clear Lake	15,330	16,765	9.4	1,435
Cameron	15,231	18,047	18.5	2,816
Siren	15,631	17,541	12.2	1,910
Shell Lake	15,836	17,577	11.0	1,741
Minong	15,700	17,160	9.3	1,460
Luck	16,840	18,609	10.5	1,769

CHART 3
MA MINIMUM

	80-81 \$	81-82 \$	% Increase	\$ Increase
Chetek	11,965	12,800	7.0	835
Osceola	12,652	13,584	7.4	932
Cumberland	11,875	13,211	11.3	1,336
St. Croix Falls	12,380	13,742	11.0	1,362
Somerset	11,825	12,764	8.0	939
Frederic	12,050	13,255	10.0	1,205
Clear Lake	11,550	12,625	9.3	1,075
Cameron	11,773	12,784	8.6	1,011
Siron	11,718	13,147	12.2	1,429
Shell Lake	11,720	13,009	11.0	1,289
Minong	11,550	12,660	9.6	1,110
Luck	12,180	13,460	10.5	1,280
Birchwood	11,262	12,585	11.7	1,323
Average	11,885	13,048	9.8	1,164
Lake Holcombe	12,708 Bd Assn 13,915	13,409 13,915	Bd 5.5 Assn 9.5	Bd 701 Assn 1,207
Ranking	1	Bd 4 Assn 1		
+/- Average	+823 Bd Assn +867	+361 +867	Bd -4.3 Assn - .3	Bd -463 Assn + 43

CHART 4
MA MAXIMUM

	80-81 \$	81-82 \$	% Increase	\$ Increase
Chetek	18,956	19,840	4.7	884
Osceola	20,050	22,138	10.4	2,088
Cumberland	18,925	21,054	11.2	2,129
St. Croix Falls	18,555	20,596	11.0	2,041
Somerset	18,472	20,159	9.1	1,687
Frederic	18,615	20,477	10.0	1,862
Clear Lake	18,018	19,695	9.3	1,677
Cameron	17,519	19,047	8.7	1,528
Siren	17,888	20,074	12.2	2,186
Shell Lake	18,283	20,294	11.0	2,011
Minong	16,700	18,540	11.1	1,840
Luck	18,660	20,620	10.5	1,960
Birchwood	17,494	19,549	11.7	2,055
Average	18,318	20,160	10.1	1,842
Lake Holcombe	17,349 Bd Assn 18,997	18,353 18,997	Bd 5.8 Assn 9.5	Bd 1,004 Assn 1,648
Ranking	13	Bd 14 Assn 13		
+/-Average	-969 Bd Assn -1,163	-1,807 -1,163	Bd -4.3 Assn - .6	Bd - 838 Assn - 194

CHART 5
SCHEDULE MAXIMUM

	80-81 \$	81-82 \$	% Increase	\$ Increase
Chetek	19,685	20,460	3.9	775
Osceola	20,754	22,860	10.1	2,106
Cumberland	19,725	21,944	11.2	2,219
St. Croix Falls	19,350	21,479	11.0	2,129
Somerset	19,411	21,200	9.2	1,789
Frederic	18,840	20,724	10.0	1,884
Clear Lake	18,608	20,319	8.7	1,711
Cameron	17,519	19,397	10.7	1,878
Siren	18,619	20,887	12.2	2,268
Shell Lake	18,681	20,735	11.0	2,054
Minong	17,100	18,780	9.8	1,680
Luck	19,710	21,670	9.9	1,960
Birchwood	17,952	20,059	11.7	2,107
Average	18,920	20,808	10.0	1,889
Lake Holcombe	17,735	Bd 18,765 (MA+8) Assn 19,843 (MA+16)	Bd 5.8 All 11.9	Bd 1,030 Assn 2,108
Ranking	12	Bd 14 Assn 12		
+/- Average	-1,185	Bd -2,043 Assn - 945	Bd -4.2 Assn +1.9	Bd - 859 Assn + 219

Lastly, in response to the District's arguments pertaining to the cost of living, the undersigned believes that clearly established settlement and salary patterns among comparable employer/employee relationships is probably the fairest and most reliable basis for determining the reasonableness of a particular offer in a comparable relationship in response to changes in the cost of living. Utilizing such a settlement pattern, the Association's proposal again must prevail.

NON-DEGREE SALARY SCHEDULE

The Association proposes a 9.5% increase and the District proposes no change in the current schedule.

Association Position

The Association proposes a 9.5 percent increase in this area, consistent with the proposal for the degreed staff. This is needed to maintain existing ratios, and is clearly supported by internal comparisons.

Discussion

In view of the fact that the District employs no non-degree teachers, and in view of the fact that the record is relatively barren with respect to what, if any, the comparables are in this area, the undersigned will make no determination regarding the relative reasonableness of each party's proposal with respect to said issue.

PERSONAL LEAVE

The Union proposes that teachers be allowed to use personal leave in allotments of one-half day. The current contract provides that it may be used in full-day allotments. The District proposes no change in this provision.

Association Position

Both parties have expressed support for the reasonableness of the Association's proposal in the negotiation process.

District Position

The issue is of negligible importance and should not be given any weight by the Arbitrator.

Discussion

Since the District has presented no reasons to rebut the reasonableness of the Association's proposal on this issue, either in terms of comparability or in terms of problems it might create for the District, and in view of the fact that the Association is not requesting additional personal leave, the Association's proposal in this regard is deemed to be the more reasonable of the two.

ADVANCE EDUCATION REQUIREMENTS

The Association proposes deleting the current requirement that teachers acquire six credits every five years for advancement on the salary schedule. The District proposes retention of this requirement.

Association Position

The Association proposes deletion of the six credits currently needed for advancement on the salary schedule within every five years. Only one other district in the area has a continuing education requirement. Since it is believed that a positive incentive is more appropriate, the Association supports the addition of the MA plus 16 lane which would more effectively serve the same purpose.

District Position

In the past several years, the District has regularly increased both the horizontal and vertical increments by the same amount, in order that teachers would be properly awarded for horizontal progress in the schedule. The success of this system is manifested by the fact that Lake Holcombe does not have the usual cluster of teachers normally found at the top of the BA degree. Although the comparables may support the Union's position in this regard, common sense and the welfare of the pupils in the District support the Employer's.

Discussion

Although the comparables support the Association's position on this issue, the Association has failed to present a persuasive argument rebutting the District's contention that the current education requirement has worked effectively, particularly for the students in the District, without imposing unreasonable hardships on the teaching staff. Thus, although the provision cannot be supported on the basis of comparability, since it is already contained in the parties' agreement, since it seems to have provided a reasonable incentive for continuing advanced education of the District's teaching staff, and since no unreasonable hardships or problems have resulted therefrom, the undersigned believes the District's position on this issue is the more reasonable of the two.

CO-CURRICULAR PAY

The District proposes increasing extra curricular pay by 10%. The Union proposes certain equity adjustments, that driver education work outside the regular school day be prorated based on the driver education teacher's regularly hourly rate, and that there be an across the board increase of 11%.

Association Position

Comparative data does not demonstrate a particularly high compensation for co-curricular duties in the Lake Holcombe School District which might otherwise justify a substandard increase. The average settlement in the three conference area is 13.7 percent. The Association's proposed 11% is still well below the average.

The Association has also proposed certain equity adjustments for

sports having virtually identical seasons. Finally, simple reason dictates that the driver education instructor receive the same pay rate whether employed during the regular school hours or later in the day.

District Position

The basic difference between the parties is one percent. Although neither party's offer is grossly out of line, the Employer submits that valid distinctions do exist between the sports in question regarding duties and responsibilities which justify the pay differentials.

The issue of driver education is different, however. There is no district to the Employer's knowledge which pays these teachers an hourly rate based on the salary schedule for the regular school day. This proposal by the Union is a drastic departure from current area-wide practice, and presents a "foot-in-the-door" for this method of pay for all extra-curricular activity. Moreover, such a fundamental change in extra-duty pay should only be the product of the collective bargaining process - not an arbitrator's award.

Discussion

It is difficult at best to make comparisons of extra-curricular salary schedules in view of the significant diversity that exists in the responsibilities of such positions, the extent to which they are voluntary, and the method of compensating individuals for such activities.

The parties appear to agree that both final offers in this regard are relatively competitive. The evidence introduced does not demonstrate that either final offer is significantly out of line in that regard.

The one troublesome issue raised by the District relates to the Association's proposal for driver's education instruction. Although the District asserts and the undersigned intuits that said proposal cannot be supported by comparables, there is no evidence in the record supporting this assertion. Although the undersigned is sympathetic to the District's expressed concerns regarding the future implications of the Association's proposal, in view of the lack of evidence in the record regarding the comparability of the Association's proposal and the comparability of the staffing policies and procedures of driver's education programs in comparable districts, the undersigned can make no determination, based upon the evidence submitted, regarding the reasonableness of either party's position in this regard.

Absent reliable evidence clearly supporting the reasonableness of either party's proposal regarding the co-curricular salary schedule, no preference will be given to either co-curricular proposal in this proceeding.

TOTAL FINAL OFFER

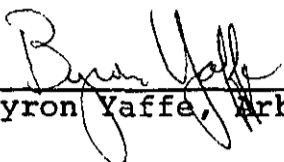
Based upon all of the foregoing it would appear that the Association's salary and personal leave proposals are more reasonable than the District's; that the District's position pertaining to advance education requirements for advancement on the salary schedule is the more reasonable of the two; and that neither of the parties' proposals pertaining to the co-curricular and non-degree salary schedules merits preferential consideration. Because of the foregoing issues in dispute, the salary schedule dispute is clearly the most critical to both parties, the Association's total final offer is deemed to be the more reasonable of the two.

For all of the foregoing reasons, the undersigned renders the following

ARBITRATION AWARD

The Association's final offer submitted herein shall be incorporated into the parties' 1981-82 agreement.

Dated this 17th day of May, 1982 at Madison, Wisconsin.


Byron Yaffe, Arbitrator