

RECEIVED

OCT 12 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

-----	:	
In the Matter of the Petition of	:	
PLATTEVILLE EDUCATION ASSOCIATION	:	
To Initiate Mediation-Arbitration	:	Case IV
Between Said Petitioner and	:	No. 29721 MED/ARB-1656
SCHOOL DISTRICT OF PLATTEVILLE	:	Decision No. 19894-A
-----	:	

APPEARANCES:

Mr. Paul Bierbrauer, Executive Director, South West Teachers United, appearing on behalf of the Association.

Mr. Kenneth Cole, Employee Relations Director, Wisconsin School Boards Association, appearing on behalf of the District.

Arbitration Award

Pursuant to Sec. 111.70(4)(cm) 6.b. of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator in a collective bargaining dispute between the Platteville Education Association, hereinafter the Association, and the School District of Platteville, hereinafter the District. Mediation conducted by the undersigned as contemplated by the statute, failed to resolve the negotiations' deadlock and an arbitration hearing was subsequently convened to take relevant testimony and evidence in the dispute. At the onset of the arbitration proceeding, a public hearing was conducted pursuant to a timely field citizens' petition requesting the same. The testimony, evidence and arguments of the parties as well as the comments offered by the public have been considered by the undersigned in rendering the award herein.

ISSUES:

The issues at dispute between the parties are:

1. Salary
2. Extra-curricular pay
3. Reduction in Staff

The final offers of the parties appear on the following pages. Pursuant to the statute, the undersigned must adopt without modification the final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7, provides that the arbitrator is to consider the following criteria in evaluating the final offers:

- "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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in 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 employees, 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."

POSITIONS OF THE PARTIES:

The Association's final offer proposes a base salary of \$12,850, representing an increase of \$625 over the previous year. It also provides an increase of \$21 in horizontal increments to \$268, and the addition of an experience increment to the BA, BA+10, BA+20 and BA+30 lanes.

The District's final offer contains a \$12,650 base (a \$425 increase over the previous year). The District proposal further provides \$300 longevity pay at the MA, MA+10 and MA+30 lanes.

Name of Case: School District of Plattville

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

12 Apr 82
(Date)

Gary F. Twissler
(Representative)

On Behalf of: School District of Plattville Board

Record I

12'30

Buffett

FINAL OFFER
OF THE
BOARD OF EDUCATION
SCHOOL DISTRICT OF PLATTEVILLE

This offer shall be effective for the 1982-83 school year.

August 12, 1982

For the Board of Education

Gary F. Trueman

300 11/2
 11/2 5-1

SCHOOL DISTRICT OF FLATVILLE

		1981/82 Cost		Proposed 1982/83
<u>Salary & Wages</u>				
Base Salary	(133.7 FTE)	\$2,347,004	(133.7 FTE)	\$2,458,380
Extended Contracts		31,254		\$ 32,933
Lane Changes		\$		\$ 3,000
Extra-Curricular Pay		\$ 41,717		\$ 43,957
Residents & Interns		\$ 21,500		\$ 36,200
Total Salary & Wages		\$2,441,475		\$2,574,470
<u>Employee Benefits</u>				
Social Security	(6.68%)	\$ 163,091	(6.70%)	\$ 172,490
Retirement	(11.5%)	\$ 272,500	(11.5%)	\$ 293,592
Long Term Disability	(.27%)	\$ 6,534		\$ 7,200
Workers Compensation	(.25/\$100)	\$ 6,104	(.25/\$100)	\$ 6,436
Credit Reimbursement	(\$35/55)	\$ 6,820		\$ 7,000
Life Insurance		\$ 2,525		\$ 2,600
<u>Dental Insurance</u>				
45 Single Plan	(7.30)	\$ 3,942	(7.30)	\$ 3,942
86 Family Plan	(24.00)	\$ 24,768	(24.00)	\$ 24,768
<u>Health Insurance</u>				
56 Single Plan	(40.90)	\$ 27,485	(59.70)	\$ 39,850
72 Family Plan	(98.53)	\$ 85,130	(142.85)	\$ 123,422
Total Benefits		\$ 594,899		\$ 681,300
<u>TOTALS</u>		<u>\$3,041,374</u>		<u>\$3,255,770</u>
\$Increase 1981/82 to 1982/83				\$ 214,396
%Increase 1981/82 to 1982/83				7.05 %

G

I

II

III

IV

V

VI

VII

4.

6 2,452,380

3.

Employees at Step 14, Classes 5, 6, and 7 not receiving a step increment are entitled to a

2.

\$300 longevity payment.

E.

D.

C.

B.

A.

					+300 20898	+300 21096	+300 21707
					20346	20734	21134
					19794	20172	20561
			18864		19242	19610	19988
		17956	18323		18690	19048	19415
	17070	17426	17782		18138	18486	18842
16213	16551	16896	17241		17586	17924	18269
15704	16032	16366	16700		17034	17362	17696
15195	15513	15836	16159		16482	16800	17123
14686	14994	15306	15618		15930	16238	16550
14177	14475	14776	15077		15378	15676	15977
13668	13956	14246	14536		14826	15114	15404
13159	13437	13716	13995		14274	14552	14831
12650	12918	13186	13454		13722	13990	14258

(509) (519) (530) (541) (552) (562) (573)

←

For the Platteville Board
Gay F. Tweacher 12 Aug 82

GCPA

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

The school board may from time to time have to reduce the teaching staff. When the board faces such a situation, the superintendent will recommend to the board which teachers to lay off.

Standards for Layoff

The superintendent will base recommendations on these standards:

1. Individual teachers shall be selected for layoff or for a reduction from a full time to a part time position in accordance with the following criteria: ^{The} primary criteria that the superintendent will consider is the teacher's years of service to the school district, then the teacher's previous and current evaluations, training, experience, certification with respect to teaching assignments which must be filled, academic achievements of each teacher and where applicable, each teacher's qualifications for co-curricular assignments which must be filled.
2. In the application of this layoff provision no teacher shall be allowed to bump or displace another teacher.

Notification

The Board will notify each teacher of the elimination of his/her position, and of reemployment rights.

Preliminary notification will be given on or before March 1 and final notice will be given on or before March 15.

Reemployment Rights

When a teaching position becomes available, the board will recall laid off teachers according to the same standards that the board follows when it reduces the work force.

Recall Procedure

The board will mail a recall notice by certified mail to the teacher's last known address. The notice will advise the teacher of the time and place to report for duty. These rules also apply to recall rights:

1. Each teacher is responsible for keeping the board informed as to his/her current address.
2. A teacher who does not respond in writing to a recall notice within 14 calendar days of the date on which the recall notice was mailed loses all rights to be recalled. Failure to report at the requested time and place also will void recall rights of teachers who have accepted a position after receiving a recall notice.
3. Reemployment rights of a teacher will terminate on September 1 of the second year next following the year in which the layoff notice was given.

Appeals

If a dispute arises regarding the layoff policy, either party may appeal to the WERC for enforcement.

Duration

This policy will remain in effect for the ~~1981-82~~ school year.

1982-83

Dw Bernick
11 August 1982

Platteville School District
Platteville, Wisconsin

[Handwritten mark]

Name of Case: School District of Plattville

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

8/11/82
(Date)

Paul R. Brennan
(Representative)

On Behalf of: Plattville Education Association

Ass'n I

72:45

Buffett

Ass'n II

7:20

In the Matter of Mediation/Arbitration

PLATTEVILLE EDUCATION ASSOCIATION

and

PLATTEVILLE SCHOOL DISTRICT

FINAL LAST OFFER OF THE ASSOCIATION

Submitted by:

Paul R. Bierbrauer
Executive Director
South West Teachers United

LAST BEST OFFER
PLATTEVILLE EDUCATION ASSOCIATION

The attached items constitute the Last Best Offer of the Platteville Education Association in the matter of Mediation/Arbitration. The items are to become effective on July 1, 1982, and remain in effect until June 30, 1983. ~~All other policies and practices not modified by this Last Best Offer or the stipulations of the parties will remain in effect.~~

these items plus the stipulations will be the items of wages, hours and conditions of employment reached by the parties.

August 11, 1982


On Behalf of the
Platteville Education Association

14					21,325	21,770	22,220
13					20,762	21,195	21,61
12				19,778	20,199	20,620	21,03
11			18,828	19,227	19,636	20,045	20,44
10		17,891	18,282	18,676	19,073	19,470	19,85
9	16,986	17,363	17,748	18,125	18,510	18,895	19,27
8	16,469	16,835	17,208	17,574	17,947	18,320	18,68
7	15,952	16,307	16,668	17,023	17,384	17,745	18,10
6	15,435	15,779	16,128	16,472	16,821	17,170	17,51
5	14,918	15,251	15,588	15,921	16,258	16,595	16,920
4	14,401	14,723	15,048	15,370	15,695	16,020	16,340
3	13,884	14,195	14,508	14,819	15,132	15,445	15,75
2	13,367	13,667	13,968	14,268	14,569	14,870	15,170
1	12,850	13,139	13,428	13,717	14,006	14,245	14,584
	I	II	III	IV	V	VI	VII
	(517)	(528)	(540)	(551)	(563)	(575)	(586)

02B

Extra-Curricular rates of pay will be increased at each position by 7.3% over the 1981-82 rates.

ARB

Ass'n II 1:10

1 REDUCTION IN PROFESSIONAL STAFF WORK FORCE

2 The Board may from time to time have to reduce the teaching
3 staff (full layoff) or reduce the number of hours of a staff
4 position (partial layoff). When the Board faces such a situation,
5 layoffs will be implemented pursuant to the provisions of this
6 policy.

7 1. Criteria for Selection for Reduction

- 8 a. The primary criteria that will be applied will be the
9 teacher's years of service to the school district.
- 10 b. In the event that two or more teachers have equal
11 seniority or the Board has good and sufficient reason
12 to bypass seniority, the selection will be made based
13 upon previous and current evaluations, training,
14 experience, certification with respect to teaching
15 assignments which must be filled, academic achievements
16 of each teacher and where applicable, each teacher's
17 qualifications for co-curricular assignments which
18 must be filled.
- 19 c. In the application of this layoff provision bumping will
20 be limited to the teacher's right to assume a position
21 within the level at which he/she is teaching (elemen-
22 tary, middle school, high school).

23 2. Notification for Reduction

- 24 a. Layoff will commence on the date that the teacher com-
25 pletes the teaching contract for the current school year.
- 26 b. Teachers to be laid off at the end of the current
27 school year shall be given a sixty (60) day advance
28 notice of the impending layoff. Such written notice
- GPT

1 shall include a statement of the employee's recall
2 rights under this Article.

3 c. The Association will be given a notice of all im-
4 pending layoffs at the same time that the individual
5 teachers are notified.

6 d. Any employee who is selected for a reduction in hours
7 (partial layoff), and who is not able to retain a
8 position with hours and compensation substantially
9 equivalent to the hours and compensation the employee
10 presently holds, may choose to be fully laid off,
11 without loss of any rights and benefits.

12 3. Re-employment Rights

13 When a teaching position becomes available, the board will
14 recall laid off teachers according to the same standards that the
15 board follows when it reduces the work force.

16 4. Recall Procedure

17 The Board will mail a recall notice by certified mail to the
18 teacher's last known address. The notice will advise the teacher
19 of the time and place to report for duty. These rules also apply
20 to recall rights:

- 21 a. Each teacher is responsible for keeping the board
22 informed as to his/her current address.
- 23 b. A teacher who does not respond in writing to a recall
24 notice within 14 calendar days of the date on which
25 the recall notice was mailed loses all rights to be
26 recalled. Failure to report at the requested time
27 and place also will void recall rights of teachers
28 who have accepted a position after receiving a recall
- ARB

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

notice.

c. Re-employment rights of a teacher will terminate on September 1 of the second year next following the year in which the layoff notice was given.

5. Appeals

If a dispute arises regarding the layoff policy, either party may appeal to the WERC for enforcement.

ARB

With respect to the issue of layoff, the Association proposes that seniority be the primary criterion and that seniority can be bypassed by the Board for good and sufficient cause. Layoff groupings of elementary, middle, and high school, are contained in the Association proposal. Its offer includes notification timelines sixty days prior to the end of the school year and provides for partial as well as full layoff.

The Board's final offer on layoff language gives primary consideration to seniority followed by evaluation, training experience, certification with respect to teaching vacancy to be filled, academic achievement and, where applicable, qualification for co-curricular assignments. The District proposes statutory timelines for notification, provides no layoff groupings, and specifies no bumping rights.

The parties' final offers on extra-curricular equal the cost of the salary increases proposed by each. The Association proposes a 7.3% extra-curricular increase while the Board's offer provides a 4.9% increase.

ARGUMENTS OF THE PARTIES:

The Association argues that the Southern Eight Athletic Conference and districts of similar size to Platteville throughout the State are the most appropriate for comparative purposes. The District urges the arbitrator to consider twenty-three geographically proximate districts, including Southern Eight Conference districts, as the most comparable group.

The Association states that districts in Southern Eight Athletic Conference and districts of Platteville's size throughout the State are the most relevant. The Association notes that Platteville is the largest city in the area and benefits from the presence of industry and a sizable university. Moreover, the Association states that education is a state-wide function and that the Legislature has adopted certain standards applicable to all districts and has created a universal equalized funding factor. Accordingly, the Association contends that state-wide

districts of similar size are appropriate.

The Association asserts that the District has had a "windfall" increase in state aids. The economy of Platteville, according to the Association, is no more depressed than the state-wide communities proposed for comparison. While acknowledging that agriculture has an important impact on the community, the Association argues that the prices for milk and small grains are established by external factors. The Association concludes that a broader sampling of settlements is warranted and provides a better understanding of industry settlement trends.

The Association notes that the costing of the proposals became an issue during this proceeding and must be considered. The parties agreed, according to the Association, on employing a non-traditional costing method in which the calculation of retirement on the base salary plus extended contracts is a crucial part. Using that method for 133.7 FTE, the Association costs its package as an increase of \$263,531 or 8.66%, and costs the District offer as a package increase of \$207,774 or 6.83%. The Association states that the costing method used by the parties includes the costs of lane changes, residents and interns, worker compensation and credit reimbursement - increases not normally attributed to the collective bargaining process. Eliminating those items whose costs are not directly attributable to this round of negotiating results, according to the Association, in the following per teacher average costs under the respective offers:

	<u>DISTRICT</u>		<u>ASSOCIATION</u>	
Salary schedule increase	5.35%	\$ 938.49	7.28%	\$1,277.94
Total salary increase	5.33%	\$ 964.38	7.28%	\$1,317.67
Total compensation increase	6.79%	\$1,527.95	8.64%	\$1,945.54

In addressing the issue of the salary schedule, the Association urges that the following factors be considered:

1. Salary increases occurring throughout the

State and the need for catch-up to those salaries paid throughout the State;

2. The relative rank of Platteville among school districts of the same size; and
3. The settlement pattern in voluntary and arbitrated contracts.

The Association argues that among state-wide districts of similar size, the Platteville salary schedule has continued to rank below benchmark averages. The Association states that both final offers fall behind state benchmarks with the exception of the Association proposal on the BA maximum. The Association asserts that if state-wide averages continue to grow at the rate cited by the Union, 1982-83 state-wide benchmarks would be:

BA Min	BA 7th yr.	BA Max	MA Min	MA 10th yr	MA Max	Schedule Max
\$13,653	\$17,248	\$20,680	\$15,082	\$21,202	\$24,444	\$26,031

The Association contends that its offer is designed to improve the salary schedule structure where catch-up is most needed. The District offer, according to the Association, causes continued slippage to the 1979-82 state-wide benchmarks. The Association offer realizes catch-up at two benchmarks. The Association argues that past negotiations have focused on structural changes on the Master's degree lanes' maximums. The Association contends that the Bachelor's degree lanes require improvement which is not offered under the Board proposal, particularly at the BA maximum.

The Association indicates that among schools of comparable size (120-140 FTE), the Association offer maintains the District's rank at the MA min, MA+10, and schedule maximum benchmarks and results in less loss of rank (and dollars) at the remaining benchmarks.

The Association further argues that the District has been the leader or near the top in salary rank among conference schools and that the Association offer maintains that status while the Board

offer works severe hardship on the teaching staff. The Association states that it is inappropriate to compare significantly smaller area districts to Platteville. The District's offer, according to the Association, reduces the rank of Platteville and drops the BA max benchmark to \$1,663 below the average conference salary and further drops BA+7, MA min and MA+10 below average conference salaries for the first time.

The Association contends that its offer is closer to the settlement pattern achieved voluntarily among districts of the same size and more consistent with arbitration awards issued to schools of that size particularly with respect to proposed dollar increases. The Association concludes that the impact of its offer works no real hardship on the District whereas the Board offer has a negative impact upon employees.

Turning to the issue of staff reduction language, the Association claims that the District's proposal is so flawed as to invite litigation and strife. In the opinion of the Association, the District's language deals inadequately with possible reductions in hours, which constitutes, in fact, a layoff. The Association argues that the Board proposal does not deal clearly with the application of partial layoff or the rights of teachers subject to partial layoff. The Association states that its proposal clearly makes the provision applicable to any reduction, full or part-time, and provides that teachers reduced in hours may decline a part-time position of substantially less time and compensation without penalty. The Association asserts that the districts of Dodgeville, Darlington, Iowa-Grant, Mount Horeb and Cuba City have language similar to that proposed by the Association.

The Association further states that the District's offer proposes many selection criteria and makes uncertain their weight and application. The Association points out that the Board's language prohibits the bumping or displacement of other teachers. Such language, the Association reasons, results in no staff reduction provision if one teacher cannot replace another. Lastly,

the Association indicates that the District's proposal fails to provide simultaneous notice of impending layoff(s) to the Association despite its exclusive representation status.

With respect to the issue of extra-curricular compensation, the Association contends that Platteville, the largest district in the athletic conference, cannot be compared to significantly smaller districts. The Association states that there has been a disparity in the rate of growth of extra-curricular salaries between Platteville and other conference schools. The Association claims its offer more closely approximates average extra-curricular salaries among the comparables.

The Association concludes that its offer is within the reach of the District and represents an increase less than that afforded the District's administrative staff. The Association states that its proposed average increase of \$1,317.67 is reasonable in view of administrative salary increases which were granted in the range of \$1,500 to \$3,443.

The District argues that its offer is more reasonable on the basis of economic conditions in the District as well as in the athletic conference and the increase in the CPI. The Board further argues that the relative position of Platteville is among the highest on salary and that the District is one of five districts providing dental insurance.

The Board offered the testimony of Robert Cropp, an expert in the field of agricultural economics, to establish that agricultural income levels are currently depressed to the level of depression in the 1930's. He testified that 35 to 40% of area employment is directly related to agriculture.

The District argues that the annual rate of inflation increased at a rate of 4.9% to 6.3% which was less than the increase in the Board's offer for the relevant period. The District further contends that voluntary settlements in area districts have ranged from 6.6% to 7.8% increases. The District characterizes the Association offer as excessive and not within the pattern of area settlements.

The District asserts that all twenty-three districts within the three counties of Iowa, Grant and Lafayette are to some degree comparable to Platteville. The Board contends that conference schools as well as contiguous districts are the most comparable herein. The role of average state-wide salaries, according to the District, has not been agreed upon by arbitrators as such comparisons may not allow for distinctions in employment and economic factors unique to the geographical area.

The Board states that for 1980-81 and 1981-82, Platteville was consistently ranked one or two on the salary benchmarks with the exception of the BA max which rank is due to only eight increments on the Platteville BA lane.

PLATTEVILLE RANKING

	<u>1980-81</u>		<u>1981-82</u>	
	<u>Conference</u>	<u>Other Area Districts</u>	<u>Conference</u>	<u>Other Area Districts</u>
BA base	1	1	2	1
BA max	7	11	7	11
MA base	1	3	1	4
MA max	1	1	1	1
Schedule max	2	1	2	1

The Board states that in terms of dollar increases, its offer best approximates the increases among athletic conference and area schools:

Range of Settlement Increases

	<u>Conference</u>	<u>Other</u>	<u>Board</u>	<u>Association</u>
BA base	\$150 - 500	\$250 - 550	\$ 425	\$ 625
BA max	504 - 725	360 - 835	551	1,324
MA base	350 - 600	250 - 575	425	709
MA max	546 - 888	360 - 1,551	646	1,072
Schedule max	560 - 888	540 - 1,683	646	1,141

The Board argues that salary is a more significant issue than staff reduction language. The District notes the testimony of the District Administrator that given a stable district population

and enrollment projections and coupled with attrition, it is unlikely that there will be a need to reduce staff. The District reasons that the Association has failed to demonstrate any inequities in the existing staff reduction language. The Board further contends that the Association can only speculate as to the benefits which would derive from its proposal. The Board also states that the Association's proposal indicates an unwillingness on the part of staff to accept transfer which adversely affects seniority and, thereby, would be detrimental to the educational program.

In conclusion, the Board contends that while the Association argues for a need of catch-up, Platteville has been a salary leader among comparable districts. The District states that the Association, in citing increases in District administrative salaries, overlooks the fact that such increases reflect structural as well as economic adjustments for 1982-83.

DISCUSSION:

The Southern Eight Athletic Conference consists of the following districts:

	<u>1981-82 K-12 enrollment</u>	<u>1980-81 approximate FTE</u>
Cuba City	947	62
Darlington	945	73
Dodgeville	1,244	88
Iowa-Grant	948	67
Lancaster	1,257	92
Mineral Point	792	53
Mt. Horeb ¹	-	95
Platteville	1,938	134 (1982-3)

Because Platteville is significantly larger than the other districts in the Southern Eight Conference, the arbitrator would be inclined to consider geographic districts outside the conference if they

¹ In 1983-84, Mount Horeb will be replaced by Southwestern in the Southern Eight Athletic Conference. Mt. Horeb has been included for comparison as it was in the conference for the rounds of bargaining relevant herein.

were of comparable size. Virtually all of the sixteen non-conference area schools offered for comparison by the Board are half the size of Platteville or less. The Association has offered state-wide districts of 120-140 FTE for the purposes of comparison. The undersigned is of the opinion that inclusion of similar size districts throughout the State overlooks local economic conditions, particularly for those districts impacted by larger metropolitan areas. The diversity in that grouping is shown in the range of salaries paid in 1982-83. On the BA base salaries ranged from \$12,660 to \$15,087 among state-wide districts of 120-140 FTE, and from \$21,000 to \$32,501 on the schedule maximum. The arbitrator believes that reliance upon the districts in the athletic conference is most appropriate.

As previously stated, Platteville is the largest district in the Southern Eight. It has, historically, been a salary leader among conference districts. The following benchmark salaries among conference schools indicates Platteville's relative rank:

Southern Eight Athletic Conference

	<u>1981 - 82</u>	<u>Platteville Rank</u>	<u>1982 - 83</u>	<u>Platte Ran</u>
<u>BA base</u>				
Mineral Point	\$12,250		\$12,750	
Cuba City	12,000		12,500	
Darlington	11,950		12,300	
Lancaster	11,925		12,600 (Assn. of 12,500 (Bd. offe	
Mt. Horeb	11,900		12,575	
Dodgeville	11,875		12,350	
Iowa-Grant	11,875		12,194	

	<u>1981 - 82</u>	<u>Platteville Rank</u>	<u>1982 - 83</u>	<u>Platteville Rank</u>
<u>BA - 7</u>				
Mineral Point	\$15,256		\$15,937	
Cuba City	14,880		not shown	
Darlington	14,490		14,900	
Lancaster	14,643		not shown	
Mt. Horeb	14,756		15,593	
Dodgeville	14,487		15,067	
Iowa-Grant	14,725		15,121	
Platteville	15,171	(2)	15,952 (Assn. - 1)	
			15,704 (Bd. - 3)	

BA - max

Mineral Point	\$17,761		\$18,487	
Cuba City	17,280		18,000	
Darlington	15,350		15,780	
Lancaster	16,908		18,200 (Assn. offer)	
			17,833 (Bd. offer)	
Mt. Horeb	15,660		17,605	
Dodgeville	12,775		13,250	
Iowa-Grant	16,150		18,789	
			16,987 (Assn. - 6)	
Platteville	15,662	(6)	16,213 (Bd. - 6)	

MA min

Mineral Point	13,150		13,750	
Cuba City	13,200		13,700	
Darlington	13,090		13,470	
Lancaster	12,725		13,400 (Assn. offer)	
			13,300 (Bd offer)	
Mt. Horeb	13,804		14,587	
Dodgeville	12,775		13,250	
Iowa-Grant	13,063		13,413	
			14,006 (Assn-2)	
Platteville	13,297	(2)	13,722 (Bd-3)	

	<u>1981 - 82</u>	<u>Platteville Rank</u>	<u>1982 - 83</u>	<u>Platteville Rank</u>
<u>MA+10</u>				
Mineral Point	\$18,310		\$19,112	
Cuba City	17,952		not shown	
Darlington	17,280		17,750	
Lancaster	17,306		not shown	
Mt. Horeb	18,088		19,114	
Dodgeville	17,502		18,153	
Iowa-Grant	17,765		18,242	
Platteville	18,112	(2)	19,073 (Assn. - 3) 18,690 (Bd. - 3)	

MA max

Mineral Point	\$19,457		\$20,350	
Cuba City	19,536		20,276	
Darlington	18,690		19,190	
Lancaster	18,833		20,216 (Assn. offer) 19,808 (Bd. offer)	
Mt. Horeb	21,063*		22,258*	
Dodgeville	19,419		20,140	
Iowa Grant	19,855		20,388	
Platteville	20,252	(2)	21,325 (Assn. - 2) 21,198*(Bd. - 2)	

Schedule max

Mineral Point	\$20,207		\$21,350	
Cuba City	20,672		21,432	
Darlington	20,570		21,110	
Lancaster	19,798		21,216 (Assn. offer) 20,773 (Bd. offer)	
Mt. Horeb	22,015*		23,641*	
Dodgeville	20,101		20,824	
Iowa-Grant	21,660		22,242	
Platteville	21,061	(3)	22,202 (Assn. - 3) 22,007 (Bd. - 3)	

The Association offer improves Platteville's rank on two benchmarks, maintains the District's rank on four and reduces the rank at one benchmark. The District's offer reduces Platteville's rank on four benchmarks, and maintains rank on three benchmarks. The arbitrator further notes that the average dollar increase for 1982-83 for teachers in Dodgeville, the conference district closest to Platteville in size, was \$1,418 while the Association's offer provides an average increase of \$1,318 per teacher and represents approximately 7.3% salary adjustment.

* Includes longevity.

While the arbitrator is cognizant of the economic hardships affecting public employers as well as the agricultural community, she is satisfied that the Association has demonstrated that its offer better maintains Platteville's relative rank as a salary leader within the athletic conference. Although the Board's proposed package increase of 7.05% is closer to the CPI for the relevant period than is the Association's package offer of 8.69%, the undersigned is persuaded that the Board offer erodes the position of the Platteville teaching staff. The arbitrator concludes that the Association's final offer on salary is the more reasonable of the two.

The parties have acknowledged that salary is the most significant of the issues remaining in dispute and is determinative of the appropriateness of the respective offers on the extra-curricular salary schedule. The undersigned has reviewed the parties' final offers on staff reduction language. The arbitrator is persuaded that the Association's offer more adequately addresses the issue of a reduction in hours or partial layoff and provides a safety-valve for the District to bypass seniority for good and sufficient reason.

Having reviewed the evidence and arguments, and having considered the statutory criteria and comments of the public, the Association offer is held to be the more reasonable, and the undersigned makes the following

AWARD

The final offer of the Association, together with the previous stipulations of the parties, are to be incorporated into the parties' collective bargaining agreement.

Given this 11 th day of October, 1983.

By:

Kay B. Hutchison
Kay B. Hutchison
Mediator-Arbitrator