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JUN 21 1984

BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of a Mediation-Arbitration	:	
	:	
between	:	
	:	Case XX
ADAMS-FRIENDSHIP AREA	:	No. 30164 MED/ARB-1843
EDUCATION	:	Decision No. 20016-A
	:	
and	:	
	:	
	:	
SCHOOL DISTRICT OF	:	
ADAMS-FRIENDSHIP	:	

Appearances:

James M. Yoder, Executive Director, South Central United Educators appearing on behalf of the Adams-Friendship Area Education Association.

Karl L. Monson, Consultant, Wisconsin Association of School Boards appearing on behalf of the School District of Adams-Friendship

Arbitration Award

On November 3, 1982 the Wisconsin Employment Relations Commission, pursuant to 111.70(4)(cm)6b of the Municipal Employment Relations Act, appointed the undersigned as mediator-arbitrator in the matter of a dispute existing between the School District of Adams-Friendship, hereafter referred to as the District, and the Adams-Friendship Area Education Association, hereafter referred to as the Association. An effort to mediate the dispute on February 10, 1983 failed. On March 10, 1983 an arbitration hearing was held at which time both parties were present and afforded full opportunity to give oral and written evidence. No transcript of the hearing was made and initial briefs were exchanged on April 14, 1983. The parties also exchanged reply briefs on June 10, 1983.

Background

The relationship of the parties has been bound by a collective bargaining agreement the terms of which expired on June 30, 1982. The parties exchanged their initial proposals on June 7, 1982 and thereafter met on two additional occasions. Failing to reach accord, the Association filed a petition on June 22, 1982 with the Wisconsin Employment Relations Commission to initiate mediation-arbitration. After duly investigating the dispute the WERC certified on October 12, 1982 that the parties were deadlocked and that an impasse existed.

Statutory Factors to be Considered

- (a) The lawful authority of the municipal employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and 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 proceedings with the wages, hours and conditions of employment of other employees generally in public employment in the same community 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 pension, 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.

Final Offers of the Parties

Two items remain at issue between the parties. As certified by the WERC they are as follows:

Association's Final Offer:

- 1. 1982-83 Base Salary of \$12,850
- 2. Extra-curricular pay increase of approximately 5.0%

District's Final Offer:

- 1. 1982-83 Base Salary of \$12,376
- 2. No change in extra-curricular pay

The District's offer represents a 4.2 % salary increase over 1981-82 and a 7.3 % total package increase. The Association's proposed settlement would raise salaries by 8.1 % and constitute a total package increase of 11.2 %.

The Question of Comparables

The Parties are partially in agreement over which set of benchmark comparisons to use in judging the reasonableness of their respective final offers. The District submits that it is most appropriate to apply the comparables adopted by Arbitrator Yaffe in a previous dispute between the parties hereto (School District of Adams-Friendship Area Schools, Decision no. 18250-A, May 5th, 1981). Those comparables consisted of the eight districts of the South Central Athletic Conference in which Adams-Friendship holds membership: Tomah, Baraboo, Sparta, Portage, Reedsburg, Wisconsin Dells and Mauston; and an additional six districts drawn from a list of CESA #12 districts proposed by the Board which met a standard of student enrollments in excess of 1000 and employment of more than 65 full time equivalent teachers. To the original eight from the conference thus were added six more districts: Wautoma, Lodi, Westfield, Columbus, Elroy-Kendall-Wilton, and Poynette. The Board quotes with approval from Arbitrator Yaffe's award wherein he states "This compilation of comparable districts places Adams-Friendship approximately in the middle of the group in terms of size and presumably, in terms of resources available to fund the wages, hours, and working conditions of the teachers it employs."

The Association, on the other hand, proposes as the most appropriate group of comparisons first the South Central Athletic Conference and second, a set of six districts selected on a statewide basis which met the criterion of number of pupils and equalized valuation per pupil 15% above and below those of Adams-Friendship. The later grouping would contain East Troy, Elkhorn, Hayward, Shorewood, Wisconsin Dells, and Whitewater. The Association argues that the districts of the athletic conference are of relatively the same size, are in the same economic area, and none is influenced by a large metro area. The second group of comparables also would be appropriate by virtue of its similarities of size and equal property base as a source of revenue.

Discussion of the Proposed Comparables

In as much as the Parties are in agreement that the basic building block of a relevant set of comparables is the South Central Athletic Conference the undersigned will begin with these districts. In addition, the Association has also suggested the inclusion of another five districts considered appropriate by the standards of student enrollment and equalized valuation. Although, the Association's latter set of districts might otherwise be relevant the arbitrator is not persuaded that they are appropriate. In the first place, they are drawn from highly disparate areas of Wisconsin with equally diverse labor markets, urban influences and economic circumstances. Moreover, there is no indication that either of the Parties would seriously apply these districts as comparables under other circumstances.

On the other hand, if the athletic conference comparables are to be expanded the undersigned finds much to support the conclusion that of greatest relevance would be the additional districts from CESA #12 adopted in the Yaffe award. It is necessary, however, to modify Arbitrator Yaffe's grouping for several reasons. Tomah, Sparta, Baraboo, Wisconsin Dells, and Wautoma were in mediation-arbitration at the time of the hearing. Poynette was in the second year of a two year contract and Nekoosa had only recently joined the South Central Athletic Conference. These districts therefore would be dropped from a primary set of comparables and used as a secondary grouping only as this becomes necessary or feasible. As a consequence, the

following districts will comprise the arbitrator's primary comparables.

TABLE I

Arbitrator's Set of Comparables

District	Students	FTE Teachers	Equalized Valuation per Student	Levy Rate
Portage	2070	135.48	\$139,772	\$9.37
Reedsburg	1990	125.34	137,977	9.15
Ad-Friendship	1694	117.00	179,460	9.45
Mauston	1363	85.00	130,849	9.23
Lodi	1210	85.70	135,175	11.08
Westfield	1177	60.30	188,997	8.12
Columbus	1114	79.40	180,171	10.89
Elroy-Kendall- Wilton	1060	76.90	92,759	8.99
Average	1455	96.54	148,145	9.54

We are thus left with a comparison set of eight school districts of roughly the same size and sharing many similar characteristics. Although Adams- Friendship is not the largest neither is it the smallest. In this respect then it rests approximately in the middle of the grouping.

The Salary Issue

Position of the Association

The Association contends that its proposed salary settlement represents not a strategy of catchup but an effort to keep its members' salaries from dropping to the bottom of its comparison school district grouping. In this regard the Association argues that the Board offer would not only lower the Adams-Friendship salary position but also increase the existing gap between the top salaries in the grouping and the position of the District. This is true says the Association even if one uses the Board's own comparables, those devised by Arbitrator Yaffe in his 1981 award. In support of this position, the Association offers the following table, employing the Yaffe comparables applied at selected salary schedule positions.

TABLE II

Association's Ranking of Salary Benchmarks

<u>Schedule Position</u>	<u>Yaffe Decision 1981-82</u>	<u>Board's Offer 1982-83</u>	<u>Association's Offer 1982-83</u>
BA Min.	9th	14th (Bottom of Group)	4th
BA Max.	8th	11th	9th
MA Min.	12th	14th (Bottom of Group)	8th
MA Max.	9th	12th	10th
Sch. Max.	10th	13th (Next to Last)	12th

(Association Brief, p. 10)

The Association also would not disregard the unsettled districts in the Yaffe set of comparables, concluding, "Our analysis shows that the final offer of the Board is less than the final offers of any of the other Boards, with the one exception being at the BA Maximum benchmark."

The Association through its initial and reply briefs also raised several additional points it believes substantiate its position. First, it argues that the offer is reasonable when considered in the context of the rate of inflation of the period in question. Second, it also contends that salaries at Adams-Friendship seriously lag those of the private sector. Third, the Association suggests that during the recent negotiations, when it agreed to a change in Article 12 of the contract it provided the District with a "give back" on health insurance that would reduce the Board's health insurance cost by \$9,000. In the same vein, the Association also agreed to assume a percentage of additional costs. Fourth, in terms of the District's ability to pay the Association points to the fact that over the last several years the District has been reducing the tax levy rates.

Finally, the Association calls the attention of the arbitrator to several recent settlements among the Yaffe comparison group. In the interim since the hearing was held voluntary settlements were achieved at Tomah and Baraboo and the dispute at Wisconsin Dells was settled with an arbitrator's award. These settlements, say the Association solidify its argument that compared to like school districts its proposed salary for 1982-83 is the more reasonable of the two.

Position of the Board

The Board prefaces its arguments in support of its position by noting the fact that cost per pupil is substantially above average while the amount of financial assistance it receives from the state is well below its other comparables. The consequence is that the local taxpayer must pick up the remaining cost which in turn means that the District must maintain a substantially higher than average levy (tax) rate. The conclusion is that "... the district does not have as bright a financial picture as do most of its comparable school brethren."

The Board's first major point is that with only one-half of the comparable schools with voluntary settlements it is unreasonable to conclude that definite trends have been established. Therefore contends the Board, less weight must be given to comparability factors than was appropriate in the set of circumstances facing Arbitrator Yaffe in the 1981 case. However, for the sake of argument the Board does in fact submit evidence based on comparisons which it feels support its proposed salary settlement. For example, the Board prepares its own ranking on certain salary schedule benchmarks and these are reproduced in part below.

TABLE III

Board's Ranking of Salary Benchmarks

	<u>BA</u> <u>Min</u>	<u>BA</u> <u>Lane</u> <u>Max</u>	<u>BA</u> <u>Max</u>	<u>MA</u> <u>Min</u>	<u>MA</u> <u>Max</u>	<u>Schedule</u> <u>Max</u>
1980-81	8	9	8	11	9	11
1981-82	7	8	8	12	7	8
1982-83						
Bd. Offer	8	5	7	8	8	7
Asn Offer	2	4	6	6	6	6

(Board Brief p. 18)

The Board asserts that its figures as presented above do not show the District dropping to the bottom of a ranking of comparable school districts.

The arbitrator is also admonished by the Board to consider the fact that the District provides a longevity payment for those teachers at the top of the salary lanes. Currently the 40 teachers who are at the maximum positions on the salary schedule are receiving an average of \$346.25. If this were to be added to the salary schedule, says the Board, the ranking of the District on the selected schedule measures described above would improve.

The Board adduces other evidence which it sees as supportive of its final offer on salaries. For example, comparison of the total package cost of the two final offers, according to the Board, shows that the Board's package offer of 8.1% is closer to the average of 8.24% than the Association's package offer of 11.2%. The Board also is said to have suffered the greatest increase in health insurance costs of any the comparable districts and this too should be taken into consideration by the arbitrator. Moreover, if the proposed salary settlements are compared to changes in the cost of living the Board would argue that its settlement exceeds recent increases while the Association's would be well beyond. As a further point in

substantiation of its position, the Board raises as an additional comparison a recent settlement of County employees who constitute in the Association's area the second largest group of workers after the teachers at Adams-Friendship School District. These workers agreed to a 2.5% increase, well below the amount being sought by the Association.

Finally, the Board reiterates its position that insufficient settlements exist among the Yaffe comparables to establish a trend. Under such circumstances the Arbitrator is instructed to look not at the comparisons but instead to the state of the economy - inflation and unemployment. In this regard it relies on several recent arbitral decisions: School District of Cudahy, Decision No. 19635-A, October 28, 1982 (Arbitrator Gundermann); School District of Kewaskum, Decision No. 18991-A, August 11, 1982 (Arbitrator Rothstein); Westby Area School District, Decision No. 19513-A, November 12, 1982 (Arbitrator Fogelberg); and Madison Area Vocational, Technical and Adult Education District, Decision No. 19793-A, (Arbitrator Mueller); among others. Citing Mueller, for example the Board concludes,

"It is the position of the Board that the Madison Area VTAE case is clearly applicable to the instant case and the state of the economy and that this case should be decided for the same reasons - - in favor of the Employer."

Discussion of the Parties' Positions on Salary

In considering the evidence and argument submitted by the Parties' in support of their respective positions the undersigned will proceed by applying those statutory criteria of 111.70 Wis. Stat. as these are applicable to the dispute. First, however it is necessary to dispose of a procedural issue interjected by both sides. That is, both the Board and the Association submitted post hearing documentation which the arbitrator can give little or no weight. On the one hand, the Association attempted to place into the record certain facts or allegations concerning settlements in the school districts of Baraboo, Wisconsin Dells, and Tomah. While these would clearly be relevant under other circumstances they can not be so considered here. The undersigned would place in the same category Association material on the District's levy rates, and an apparent agreement on health care cost "give backs". These issues were not raised during the course of the hearing and thus there is no opportunity to provide the District with an adequate and reasonable opportunity to cross examine, clarify, or attest even to the authenticity of the documentation so submitted.

On the other hand, the Board has also engaged in some of the same practices including the submission of "revised" Consumer Price Index data and what the arbitrator considers most grievous the untimely submission of data on the cost of settlements in the District's group of comparable school districts. In terms of the latter, the issue arose though the Association's objection to the Board's Exhibit No. 14 at the hearing. Counsel for the Board then agreed to provide a new exhibit which would identify the sources of the data contained therein, among other changes. This information was eventually provided as a part of the Board's post hearing brief. In its own brief the Association indicated that it had not had prior access to this information and therefore its position was disadvantaged. That the Board's communication of the disputed material through its brief was untimely is accepted by the arbitrator.

In short, the undersigned can only deplore what seems to be an increasing tendency of parties generally to attempt to continue to argue their cases long past the point at which the

record should be reasonably closed. Such practices are violative of long accepted canons in the rules of evidentiary procedure and are a source of continuing conflict between the parties.

Factors Considered by the Mediator-Arbitrator

The Interests and Welfare of the Public and the Financial Ability of the District to Meet the Costs of the Proposed Settlement. The Board points to a number of factors which it believes support the position that the Association's final offer on salary is not in the public interest: high pupil costs, low state aids, high tax levys, high unemployment in the district, among others. In this regard it also relies on the opinions of arbitrators Fogelberg, Rothstein, Gundermann, and especially Mueller cited earlier in this award. In examining the Board's contention here several points need to be considered. First, the Board raises an implied inability to pay argument when it asserts that the District does not have a bright financial picture and that the state of the economy should be the determinant factor in resolving the dispute. If such is the case, the Board must then substantiate its premise with evidence.

In fact, the undersigned can find little in the way of persuasive evidence by which he is prepared to accept the view that all other criteria should be given lesser weight in favor of "public interest" or ability to pay. Although allusions are made to the high level of unemployment in the District nothing is adduced to support this conclusion. Nor is there information presented on bankruptcies, tax delinquencies, layoffs, and the like by such a case is generally made. The Board does cite its tax levys, state aids, cost per pupil, etc as substantially out of line with comparable school districts. This point is not supported, however, by the data placed in the record by the Parties. The District's tax rate in fact ranks it third among the eight districts of the arbitrator's group of comparables (see Table I), and closer to the lower ranked district than the leaders, Lodi and Columbus.

We also see from Table I that Adams-Friendship ranks third in equalized valuation per student with an amount (\$179,460) that is considerably above the average for the group of \$148,145. It is therefore not hard to see given the formula by which state aid to school districts is computed why Adams-Friendship would have a low state aid rate when a district such as Elroy-Kendall-Wilton would be high. The implication here is that a school district such as Adams-Friendship has more in the way of economic resources behind it than the average district in the comparability group. All other things being equal it should also have greater ability to pay - or stated another way the salary settlement proposed by the Association would have less adverse impact on the interests and welfare of the taxpayers of the District. If all other factors are not equal then the Board must demonstrate explicitly that adverse consequences will follow from the acceptance of the Association's offer. Merely saying it does not make it so.

On balance, the undersigned does not find Criterion C dispositive of the dispute.

The Cost of Living Criterion. The Board contends that as judged by recent changes in the CPI its salary offer is the more reasonable of the two. The Association offered no evidence at the hearing on the cost of living but argued the point via its brief that the Board was misusing recent inflation data. Through the brief the Association attempted to support this contention with its own set of figures. The Board has raised an objection to the introduction of such data in this manner and the undersigned, as previously stated, finds merit in this objection and therefore will give no weight to the Association's data on cost of living.

The Board, for its part, sought to prove its assertion on CPI by reference to the cost of living as measured from February 1982 to the same month of 1983. The arbitrator rejects that time period however as not relevant for evaluating the impact of inflation. As the undersigned as stated elsewhere (School District of Ashwaubenon, Decision No. 20227, July 22, 1983) the purpose of such measures of cost of living as the CPI is to identify the change in the level of prices which has occurred relative to some preselected base period. As applied to the instant case the CPI's use would be to tell us how much the price level changed during the time in which the last contract was in force. That period was September 1, 1981 to June 30, 1982. The contract period under consideration here is July 1, 1982 - June 30, 1983. The issue then is one of the loss of the purchasing power of salaries from the old contract to the new one. Under this approach the All Cities CPI for urban Wage Earners and Clerical Workers (CPI-W) when taken over the period July-July 1981 to 1982 shows a 6.3% increase. If this figure is then compared with that for the respective salary offers made by the Parties of 4.2%(Board) and 8.2%(Association) we find the offers virtually equal above and below the change in the CPI. Under the circumstances, the undersigned finds little basis in Criterion E to favor the offers of either party and will have to look to other criteria for guidance in which of the final offers is to be selected.

The Overall Compensation Presently Received by the Teachers. A review of the data on overall compensation suggests that the fringe benefits and working conditions of the employees in the instant shows little deviation from the norm of the comparison group of school districts utilized herein. What differences do exist are not sufficient to constitute a basis for applying this criterion (F) exclusively or more heavily than any of the other factors.

Comparison of Wages, Hours and Conditions of Employment. The undersigned has previously identified two sets of school districts to be considered comparable here. The first or primary grouping consists of Portage, Mauston, Lodi, Westfield, Reedsburg, Columbus, Elroy-Kendall-Wilton, and Adams-Friendship. The secondary set of comparables would be constituted by expanding the primary group to include Sparta, Tomah, Baraboo, Wautoma, Wisconsin Dells, and Poynette. Thus, to the extent possible we will be working with the same set of comparables used by Arbitrator Yaffe in the previous arbitration involving the parties to the instant case.

One issue which needs to be considered initially is a settlement involving county employees of the Adams-Friendship district which the Board offers as support for its case. The arbitrator has given this settlement some thought and concluded that it should be accorded little weight for several reasons. First, there is no evidence that the Parties historically considered this bargaining group among the relevant set of comparables in past negotiations. Second, the circumstances of the county workers' settlement is unexplained so that we have no knowledge of the extent to which this settlement continues a pattern previously established, whether the financial circumstances of the County resemble those of the District, nor do we know if there were trade offs in the bargaining by which salary items were exchanged for fringe benefits or language matters. Finally, the jobs, tasks, responsibilities, and working conditions of county employees are unlike those of teachers. Thus, we would be making unlike comparisons. Absent a showing on the part of the Board why a comparison of this kind is necessary the arbitrator will reject it.

The following tables present the arbitrator's analysis of salary rankings and differentials for selected salary schedule benchmarks for the set of primary comparables constructed by the arbitrator.

TABLE IV

Arbitrator's Ranking of Comparables by Salary Benchmarks

<u>Year</u>	<u>BA Minimum</u>	<u>BA Maximum</u>	<u>MA Minimum</u>	<u>MA Maximum</u>	<u>Schedule Maximum</u>	<u>Rank Average</u>
1978-79	5	7	7	7	7	6.6
1979-80	5	7	5	7	7	6.2
1980-81	4	5	6	4	5	4.6
1981-82	6	3	8	5	5	5.4
1982-83						
Board	8	6	8	7	7	7.2
Assoc	3	4	6	6	6	5.0

TABLE V

Differential Between Adams-Friendship Salaries at Schedule Benchmarks and Average for Arbitrator's Comparison Set

<u>Year</u>	<u>BA Minimum</u>	<u>BA Maximum</u>	<u>MA Minimum</u>	<u>MA Maximum</u>	<u>Schedule Maximum</u>
1978-79	\$ 129(-)	\$669(-)	\$296(-)	\$642(-)	\$738(-)
1979-80	0	713(-)	171(-)	744(-)	867(-)
1980-81	9(+)	66(-)	166(-)	39(+)	135(-)
1981-82	107(-)	38(+)	300(-)	124(+)	184(-)
1982-83					
Board	418(-)	834(-)	646(-)	845(-)	1181(-)
Assoc	56(+)	360(-)	172(-)	371(-)	705(-)

(-) Below the average for the eight school districts

(+) Above the average for the eight school districts

Several results emerge from the analysis of the District's salary schedules presented in Tables IV and V. First, if we compare the District's ranking on five salary schedule benchmarks as these would be affected by the final offers of the Parties we find that for 1982-83 as contrasted with 1981-82 the Board's salary offer would drop the District on 4 benchmarks and maintain the ranking on one while the Association would raise the ranking on two and drop it on three positions. For all salary

benchmarks the Board's offer would leave the District with an average ranking of 7.2, down from 5.4 from the previous contract. The Association's offer would move the District up slightly, on the average, to 5.0 from 5.4.

Second, Table V reveals that the Parties' offers would also make substantial changes in the differentials between the average salary at the five benchmarks we are considering here and those of the District. For example, at the BA Minimum position where the District had been \$107 below the comparable districts salary average in 1981-82 under the Board's offer this differential would jump to \$418 below and with the Association's offer would go to \$56 above. For the BA Maximum the corresponding change would be from \$38 above to \$834 below (Board) and \$360 below (Association). The Board's offer would increase the differential below the average by \$346 for the MA Minimum, \$969 for the MA Maximum, and \$997 for the Schedule Maximum. The Association's offer would increase the minus salary differential itself for three of the five benchmarks, reduce the differential below in one and put the District over the average by \$56 in the remaining position.

On the basis of the foregoing, the undersigned would have to conclude that the Association's offer is the more reasonable of the two. The Board's proposed settlement would drop the District in rank substantially such that were it to prevail salaries would be at or near the bottom for nearly every benchmark. On the other hand the Teacher's offer would move the ranking up slightly. This conclusion is reinforced by the salary differential data which suggests that the Board's offer would widen the existing gap with comparable school districts.

The Board argues that there are 40 teachers in the District entitled to draw longevity pay since they are now at the top of their salary lanes. This pay is said to average \$346.25 which, according to the Board, if it were added to the amounts already paid at the various salary schedule positions would move the District up in the rankings. The arbitrator agrees that longevity payments should in fact be included if the value of the salary positions is to be computed accurately. However, it is not possible to do this for the instant case since there is nothing in the record which indicates what the longevity payments are for the comparable districts and how these payments would affect the salary levels of the other districts.

The Board has cited a number of arbitral authorities in support of its position and it is appropriate that we now examine these awards for the light they may shed on the instant case. In School District of Kewaskum (full citations will be omitted at this point), Arbitrator Rothstein selected the final offer of the District concluding that since the salary offer of the Association was only marginally better than that of the District the case would be decided by the outcomes on other issues in dispute. Thus, when he found for the district on teacher replacement and duration of the contract, both significant issues, Arbitrator Rothstein concluded the total final offer of the District was more reasonable than that of the Association.

Cited also was School District of Cudahy in which Arbitrator Gundermann selected the Board's offer, rejecting the Association's contentions on comparables. Arbitrator Gundermann concluded that the settlements relied upon by the Association were the second year of multi-year agreements whose terms were negotiated under significantly different economic conditions than those faced by the Cudahy Education Association. Here the arbitrator pointed to a significantly lower rate of inflation combined with a high rate of unemployment. Finding no pattern of

voluntary settlements of one year agreements for 1982-83, other criteria "which more closely reflect the current economic environment must prevail."

The final case of those cited by the District, and one it gave particularly strong emphasis is that of Madison Area VTAE decided by Arbitrator Mueller. After closely examining the positions of both sides, Arbitrator Mueller declared, "... the arguments of the two parties are basically balanced and of equal persuasiveness within the application of the criteria and factors expressed in paragraph d, e, f, and g. That leaves one with those factors specified in paragraphs c and h." This point was amplified when Arbitrator Mueller went on to state,

"In the considered judgment of the undersigned, the considerations that are entitled to dominant consideration and greater weight in this case, concern that consideration for the state of the economy and a recognition of its impact on the practical and feasible ability of the public employer to maintain or increase a particular level of funding, and the impact on the public. Such considerations are ones which the undersigned views as being within the factors expressed and referred to in paragraphs 'c' and 'h' of the statute."

Of significance to Arbitrator Mueller was the high level of unemployment in the economy, an increase in delinquent taxes in the VTAE district, and the fact that "the level of compensation received by the employees in this case are amongst the highest of the comparables. Under either final offer, the employees maintain that relative position." All of this, in Arbitrator Mueller's estimation added up to an employer's offer that was more reasonable than that of the Association.

It is the conclusion of the arbitrator that each of these cases can be distinguished from the instant dispute being considered here. First, in both Kewaskum and Madison VTAE the respective arbitrators found little to choose between the parties' respective salary offers. Arbitrator Rothstein in the former case turned to other issues as a basis for his decision and Arbitrator Mueller relied on noncomparability criteria to determine his award. In Cudahy, Arbitrator Gundermann could find no trends in voluntary one year settlements which would provide valid comparative benchmarks. Thus, the common thread that runs through all of the cases is an inability to employ comparability criteria to determine the one best offer. And this is precisely, the theory upon which the District in the instant case builds its defense of its proposed settlement.

Moreover, the undersigned finds little merit to the argument that it is necessary to go beyond the criteria and factors of comparability here. Unlike Cudahy we are not dealing with a set of comparison school districts lacking in voluntary one year settlements. The arbitrator, in winnowing down the Yaffe comparables, has constructed a grouping of eight school district benchmarks. The only multi-year agreement which potentially could have been included was Poynette School District and that was specifically omitted. Moreover, as contrasted with Madison VTAE and Kewaskum we do not here find the salary offers so evenly balanced as to require resort to other issues or factors. The differences are clearcut and not insignificant in the instant case and the trends in voluntary salary settlements among the comparables such that the Association's salary offer is clearly to be preferred.

Second, Arbitrator Mueller's award in Madison VTAE is to be distinguished from the instant case by virtue of the fact

that the Board herein has not made its case for the application of statutory factors "c" and "h". On the one hand, the record herein is silent on the prevalence of tax delinquencies, unemployment, and related economic circumstances as they would affect the District. On the other hand, unlike the employees in Madison VTAE, the teachers of Adams-Friendship School District by no means rank among the most highly compensated of the comparables school districts.

We find then that the arbitral authority cited by the Board is inapposite to the case at hand.

While the Board has relied mainly on the contention that no trends exist by which comparability can be established, it has never-the-less also argued that at least in so far as total compensation is concerned a clearcut pattern has emerged. That is, if the total settlements of the school districts within the comparables grouping is examined, it will be observed that the Board's total package offer of 8.1% is the second highest of the group. (The total package cost for the Columbus School District was excluded since it could not be ascertained). The Association's total package offer, at 11.2%, is well beyond any of the settlements. This, says the Board, supports its position as the more reasonable of the two offers.

As one reviews the evidence on this point several points requiring discussion emerge. First, the Board's salary offer of a 4.2% increase is the lowest of any of the comparables submitted. The next lowest is Reedsburg at 6.68% and the highest ranged up to 9.7% (Lodi) and 9.9% (Columbus). Second, the Association's salary increase at 7.3% would be exceeded by five of the eight districts in the group. Third, in most cases the total package increase is less than one percentage point greater than the salary increase. For example, Portage goes up from 8.0% to 8.54%, Mauston from 8.99% to 9.35% increase and so on.

The explanation for the unusually large difference between the salary and total package cost increases at Adams-Friendship is apparently a very great increase in health insurance charges experienced by the District between 1981-82 and 1982-83. Evidence adduced by the District shows that the cost to the District of this fringe benefit increased by nearly 50% between those two contract periods. These were increases that with few exceptions went considerably beyond those incurred by benchmark districts.

The cost of total compensation is a relevant consideration in the determination of which of the parties is to prevail in the instant dispute. The undersigned does not believe however, that this consideration can or should be made in a mechanistic or inappropriate manner. Particularly given the size of the increase and its impact on total compensation a number of questions arise for which answers have not been provided by the Board. In the first place, why is the increase so large? The Board has not argued that the health insurance plan has "cadillac" provisions thus requiring the increased cost. Nor has the point been raised that the plan has special features not found elsewhere which were sought by the Association through earlier negotiations.

The Association asserts that it has no control over the plan and therefore should not be penalized for the increase in cost. It further claims that the benefits of the health plan are enjoyed by all District employees. Were the undersigned to accept the District's position on this issue the teachers would in fact be required to bear the preponderance of the burden of the increase in costs through a substantial reduction in their relative salary positions. In the absence of evidence that this burden is to be equally shared by other District employees and absent an adequate and reasonable explanation of the causes

of the cost increases the arbitrator is not inclined to rest the disposition of the dispute on this issue alone.

The Extra-Curricular Pay Issue

The Association has proposed that the Extra-curricular Pay Schedule be increased approximately 5% for the 1983-83 contract year. The Board has responded that it will grant no change in the schedule, choosing to retain the schedule as it presently stands. Thus, The cost to the Board for the present schedule is \$41,346.00 while the proposal of the Association is worth \$44,941.00. Thus, the monetary difference between the Parties is on the order of \$3,595.

The Position of the Board

The Board argues that the Association here is proposing a double increase from 1982 to 1983. This result would come about first through the 5% increase if it were granted and then through the implementation of an increment system in the contract which provides increases to teachers participating in extra-curricular activities on the basis of years of experience. The increment system as it is set out in the master agreement is as follows:

Increment System

- A. Principals (listed above), Athletic Director, Ticket Manager and Timer were given the first year of experience on the increment system at the beginning of the 1977-78 school year.
- B. All other returning position holders gained their first year of experience at the beginning of the of the 1976-77 school year.
- c. All returning position holders are to be given one year of experience cummulative(sic) to six years of experience; and they are to be paid by the following schedule to the number of asterisks for their positions and the number of years of experience for which they have credit in the Adams-Friendship Area School District.

<u>Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
**	\$25	\$50	\$75	\$100	\$125	\$150
<hr/>						
*	\$15	\$30	\$45	\$60	\$75	\$90

The Board contends that the Association in its previous case with Arbitrator Yaffe failed to give consideration to the uniqueness of this system of incremental pay and is doing so again in the instant case.

The Board further asserts that the Association has also failed to recognize the value of another section of the Extra-curricular Pay Schedule that provides for weekly pay to football coaches and Spring sport coaches on the following basis:

"Pre and Post School Year Practices:

Head Football Coach = \$150/week (two weeks)
Assistant Football Coaches = \$100/week (two weeks)
Spring Sports Coaches = \$50/week"

Position of the Association

The Association for its part rejects the notion of a double increase arguing:

"First of all, we find the token \$25 is a reward for experience not a salary increase that reflects inflationary forces. Second, the \$25 per year is so minimal that its effect on the ranking is of no significance."

Thus, the Association contends that the base pay for extra-curricular positions is largely unaffected by the Spring sports pay or the experience increments. If this point is accepted then a comparison of extra pay schedules would apparently show that the District lags behind comparable school districts in its extra-curricular pay.

Arbitrator Yaffe could find little merit in the Association's arguments in support of its position on extra-curricular pay and the undersigned is inclined to agree. Thus, this arbitrator also believes that the system of incremental increases and Spring sports pay can not be ignored as the Association would have us do. While the exact value of these increments to individual teachers was not discussed and thus may in fact be, as the Association argues, little more than token payments, the reverse may just as easily be true. Teachers with six or more years of experience in a position could qualify for from \$90 to \$150 beyond the base pay for the position.

Further, when it made a series of comparisons across its benchmark school districts the Association did not include either the increments or the Spring sports weekly payments. If one takes only the Spring sports pay of \$300 for Head Football Coaches and adds this to the \$1,050 presently received the total pay of \$1,350 would move the District from last place (9th) to the number two position in the Conference. The same is true for the Assistant Coaches as well. In the larger grouping used by Arbitrator Yaffe a similar trend is to be observed. Thus, Adams-Friendship would move from a ranking of 12 of 14 to 3rd of 14 by the inclusion of the Spring payments without any consideration of the increment schedule for experience.

On the basis of the above, the arbitrator finds the Board's proposed settlement for the extra-curricular pay schedule to be the more reasonable of the two final offers.

Summary

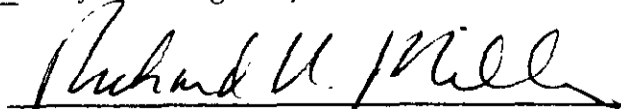
The arbitrator herein has preferred the Association's offer on the salary issue and the Board's offer on the extra-curricular schedule. Since the salary schedule is monetarily and practically the more significant of the two issues brought before the undersigned that issue will necessarily carry the heaviest weight in the final analysis.

Having considered all of the issues in the light of the evidence and arguments presented, and the statutory criteria, the undersigned renders the following:

AWARD

The final offer of the Association together with prior stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning July 1, 1982 and through June 30, 1983.

Dated at Madison, Wisconsin this 23rd day of August, 1983.



Richard Ulric Miller, Arbitrator

ADAMS-FRIENDSHIP PROPOSED 1982-83 SALARY SCHEDULE, BASE 12850

STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	MA	MA+12
1	12,850	12,940	13,030	13,120	13,210	13,300	13,600	13,690
2	13,277	13,372	13,467	13,562	13,657	13,752	14,057	14,152
3	13,704	13,804	13,904	14,004	14,104	14,204	14,514	14,614
4	14,131	14,236	14,341	14,446	14,551	14,656	14,971	15,076
5	14,558	14,668	14,778	14,888	14,998	15,108	15,428	15,538
6	14,985	15,100	15,215	15,330	15,445	15,560	15,885	16,000
7	15,412	15,532	15,652	15,772	15,892	16,012	16,342	16,462
8	15,839	15,964	16,089	16,214	16,339	16,464	16,799	16,924
9	16,266	16,396	16,526	16,656	16,786	16,916	17,256	17,386
10	16,693	16,828	16,963	17,098	17,233	17,368	17,713	17,848
11	17,120	17,260	17,400	17,540	17,680	17,820	18,170	18,310
12	17,547	17,692	17,837	17,982	18,127	18,272	18,627	18,772
13	17,974	18,124	18,274	18,424	18,574	18,724	19,084	19,234
14	22,247	18,556	18,711	18,866	19,021	19,176	19,541	19,696
15	26,520	18,988	19,148	19,308	19,468	19,628	19,998	20,158
16	30,793	19,420	19,585	19,750	19,915	20,080	20,455	20,620

Final offer

Association Final Offer - Extra-Curricular Schedule

EXTRA-CURRICULAR SCHEDULE
1982-83

Athletic Director.....\$1056**

FOOTBALL

Varsity Coach \$1102**
Ass't. Varsity Coach 708*
"B" Team Coach 708*
Ass't. "B" Team Coach 708*
Freshmen Coach 677*
Ass't. Freshmen Coach 651*
Jr. High Coach 435*

BASKETBALL

Varsity Coach \$1102**
"B" Team Coach 719*
9th Grade Coach 661*
7-8th Grade Coach 493*
Ass't. 7-8th Grade Coach 404*
Girls Varsity Coach 1102**
Ass't. Girls Varsity Coach 719*

WRESTLING

Head Coach \$1102**
J.V. Coach 714*
Jr. High Coach 493*

VOLLEYBALL

Head Coach \$603**
Girls Coach 603**
Ass't. Girls Coach 374*

TRACK

Boys Head Coach \$729**
Boys Ass't. Coach 472*
Girls Head Coach 729*
Girls Ass't. Coach 472*

GOLF

Head Coach \$477**
Ass't. Coach 246

EXTRA DUTY

Freshmen 7-8th Grade:
Timer (FB, BB, W) = \$6.30/hour
Off. Scorekeeper (BB) = \$6.30/hour

TRACK EVENTS

Duel Meets = \$10/meet - Maximum of 10
Triangular Meets = \$12/meet - Maximum of 10
Invitational Meets = \$20/meet - Maximum of 18
Conference Meet = \$20/meet - Maximum of 18

BASEBALL

Head Coach \$693**
Ass't. Coach 472*
Freshmen Coach 420*
Jr. High Coach 269*

CROSS COUNTRY

Head Coach \$540**

SOFTBALL

Head Coach \$693**
Ass't. Coach 472*

INTRAMURAL SUPERVISORS

Volleyball \$189*
Basketball 204*
Softball (4) 169*

MISCELLANEOUS

Three Act Plays \$308*
One Act Plays 185*
Forensics 308*
Ass't. Forensics 196*
Cheerleader Advisor 219*
Ass't. Cheerleader Advisor 219*
Grade School Cheerleader 168*
Yearbook Advisor 432*
Photo Advisor 196*
Ticket Manager 674**
Scorekeeper (BB) 561*
Timer (FB BB) 561**
Band (Senior) 618**
Band (Junior) 898**
Pon Poms 219*
Student Council 273*
Dept. Chairpersons (8) 105**

SUMMER BAND

Senior High \$741**
Junior High 741**

DRIVER EDUCATION - (SUMMER \$6.30/hr.)

Pre and Post School Year Practices:

- Head Football Coach = \$157/week (two weeks)
- Assistant Football Coaches = \$105/week (two weeks)
- Spring Sports Coaches = \$52/week

PRINCIPALS

Castle Rock, Roche-A-Cri.....\$1165**
Brooks, Grand Marsh, Pineland, Lincoln/DeGeorge.....\$929**

INCREMENT SYSTEM

- A. Principals (listed above), Athletic Director, Ticket Manager and Timer were given their first year of experience on the increment system at the beginning of the 1977-78 school year.
- B. All other returning position holders gained their first year experience at the beginning of the 1976-77 school year.
- C. All returning position holders are to be given one year experience cumulative to six years of experience; and are to be paid by the following schedule to the number of asterisks for their positions and the number of years of experience for which they have credit in the Adams-Friendship Area School District.

<u>YEAR</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
**	\$25	\$50	\$75	\$100	\$125	\$150
•	\$15	\$30	\$45	\$60	\$75	\$90

SALARY SCHEDULE

	$\frac{427.00}{DA}$	$\frac{432.00}{BA+6}$	$\frac{437.00}{BA+12}$	$\frac{442.00}{BA+18}$	$\frac{447.00}{BA+24}$	$\frac{452.00}{LA+30}$	$\frac{457.00}{LA}$	$\frac{462.00}{MA+12}$	
BASE	12,376.00	12,466.00	12,556.00	12,646.00	12,736.00	12,826.00	13,126.00	13,216.00	
1	12,803.00	12,898.00	12,993.00	13,088.00	13,183.00	13,278.00	13,583.00	13,678.00	
2	13,230.00	13,330.00	13,430.00	13,530.00	13,630.00	13,730.00	14,040.00	14,140.00	
3	13,657.00	13,762.00	13,867.00	13,972.00	14,077.00	14,182.00	14,497.00	14,602.00	
4	14,084.00	14,194.00	14,304.00	14,414.00	14,524.00	14,634.00	14,954.00	15,064.00	
5	14,511.00	14,626.00	14,741.00	14,856.00	14,971.00	15,086.00	15,411.00	15,526.00	
6	14,938.00	15,058.00	15,178.00	15,298.00	15,418.00	15,538.00	15,868.00	15,988.00	
7	15,365.00	15,490.00	15,615.00	15,740.00	15,865.00	15,990.00	16,325.00	16,450.00	
8	15,792.00	15,922.00	16,052.00	16,182.00	16,312.00	16,442.00	16,782.00	16,912.00	
9	16,219.00	16,354.00	16,489.00	16,624.00	16,759.00	16,894.00	17,239.00	17,374.00	
10	16,646.00	16,786.00	16,926.00	17,066.00	17,206.00	17,346.00	17,696.00	17,836.00	
11	17,073.00	17,218.00	17,363.00	17,508.00	17,653.00	17,798.00	18,153.00	18,298.00	
12	17,500.00	17,650.00	17,800.00	17,950.00	18,100.00	18,250.00	18,610.00	18,760.00	
13			18,237.00	18,392.00	18,547.00	18,702.00	19,067.00	19,220.00	
14					18,994.00	19,154.00	19,524.00	19,682.00	
15							19,981.00	20,144.00	

School District Final Offer