

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
 :
 DARLINGTON COMMUNITY :
 SCHOOL DISTRICT :
 : Case XIV
 To Initiate Mediation-Arbitration : No. 31635
 Between Said Petitioner and : MED/ARB-2279
 : Decision No. 20897-A
 DARLINGTON EDUCATION :
 ASSOCIATION :
 :
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APPEARANCES

Gilbert F. Barnard, Attorney at Law, on behalf
of the District

Paul R. Bierbrauer, Executive Director, Southwest
Teachers United, on behalf of the Association

On August 29, 1983 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned mediator-arbitrator pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the Darlington Community School District, hereafter the District, and the Darlington Education Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on September 27, 1983, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on September 29, 1983 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by November 3, 1983. 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 arbitration award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1983-1984 school year. In dispute are issues related to the salary schedule, coaches pay, and extended contract/summer pay. There is also disagreement between the parties as to which districts should be utilized as comparables in this proceeding. Because the comparability issue could have an impact on the other issues in dispute, it will be addressed first. Thereafter, each of the other three issues in dispute will be discussed individually. After the merits of the parties' positions on each issue have been discussed individually, the relative merit of the total final offer of each of the parties will be discussed.

COMPARABILITY

Association Position

The Association proposes as comparables the districts in the Southern Eight Athletic Conference, which includes Cuba City, Darlington, Dodgeville, Iowa-Grant, Lancaster, Mineral Point, Platteville, and Southwestern.

The districts in the Conference were utilized by Arbitrator Imes in a previous mediation arbitration proceeding between these same parties. ^{1/} The District has also been utilized as a comparable in other mediation/arbitration proceedings involving

^{1/}Citation omitted.

other districts in the Athletic Conference. 2/

The comparables proposed by the District on the other hand do not compare in size with the District. In addition, with the exception of Cuba City and Mineral Point, the communities in which these other districts are located are not similar in size to Darlington.

District Position

The District contends that several of the districts in the Southern Eight Athletic Conference are not comparable with Darlington, and that instead, other districts in Lafayette County should be utilized as comparables.

In this regard the District submits that there is too much disparity in the Athletic Conference schools as to size, tax base, and state aids for said schools to be truly comparable among themselves. Conference schools are created for other than economic reasons.

A study of the District's financial strength, when compared to the other Athletic Conference schools, indicates that the Conference schools are not appropriate comparables. The District, unlike the other Conference schools, receives low state aid and has low equity reserves, which reinforces the District's position that the Conference schools are not appropriate comparables to utilize herein.

The District notes that one year ago in another med/arb proceeding involving the same parties the Association was propounding that the arbitrator use a host of districts throughout the State as comparables.

It is also noteworthy that the Association's representatives also argued in a Platteville School District mediation/arbitration proceeding that said District should not be compared with its athletic conference schools since it was the largest school in the area and it benefited from the presence of the University and other industries in the area.

Thus, if the Association contended that using athletic conference schools as comparables for Platteville was not appropriate then, it is equally true today.

Discussion

The undersigned will utilize the following list of school districts as comparables in this proceeding:

Blackhawk
Southwestern
Cuba City
Iowa-Grant
Dodgeville
Lancaster

These districts have been selected because they are relatively similar in size when compared to the District; they are geographically proximate to the District; and because of the comparability of the per pupil expenditures in said districts, which indicates financial support of educational programs which should be of relatively similar quality.

While the District argues that it should not be compared with the Athletic Conference districts which receive significantly more state aid and which have much larger amounts of financial equity in reserve to meet program needs, the undersigned is only partially persuaded by the validity of this argument since the amount of state aid a district receives depends upon its relative ability to support its educational programs through local tax revenues.

2/ Citations omitted.

Although evidence pertinent to this issue is not contained in this record, it is reasonable to conclude based upon the evidence that has been presented that when the tax base, levy rates, and state aids are considered together, the District has comparable resources available to it to support its educational program, when it is compared with other districts of similar size in the area which have comparable per pupil expenditures.

While it must be conceded that the District does support a larger percentage of its educational program through local taxes than any of the comparables selected herein, it has not been demonstrated that the tax levy rate in the District is out of line when compared to the rates in comparable districts, nor has it been demonstrated that the District has experienced difficulty in funding its educational program, either in a political or fiscal context.

The District has persuasively demonstrated however that it has significantly less flexibility in funding its educational programs in that it has a significantly smaller reserve than is the case in the comparable districts which have been selected herein. The evidence in the record in this regard supports the legitimacy of the District's argument that it has less discretion in spending than comparable districts have; however, it does not support the District's contention that it should not be deemed comparable to districts with large equity reserves, particularly in the absence of evidence supporting a conclusion that the District, in order to remain comparable with said districts, would have to sacrifice desirable educational programs and/or needed educational facilities and/or supplies; that it would have to raise taxes to non-comparable rates or to rates that would be politically unrealistic, or that it would have to engage in long-term deficit financing.

Absent such evidence, as is the case in this record, while the District might reasonably argue that its relatively small amount of financial equity in reserve must be taken into consideration in determining the reasonableness of its final offer, it cannot persuasively argue that said factor should be allowed to excuse it from remaining comparable with other districts of similar size in the area who expend similar amounts on a per pupil basis. While perhaps the District cannot afford to be the leader of that pack, said factor, standing alone, does not justify non-comparable conditions of employment.

Perhaps it should be noted that before discussing the merits of the parties' positions on the individual issues in dispute that the undersigned would also have utilized the Mineral Point School District as a comparable herein had reliable evidence been available to resolve disputes between the parties pertaining to its 1983-1984 salary schedule. Because the undersigned could not resolve such disputes based upon the evidence submitted herein, said District will not be utilized as a comparable in this proceeding.

SALARY SCHEDULE

DEA Final Offer

<u>Step</u>	<u>BS</u>	<u>BS+12</u>	<u>BS+24</u>	<u>MS</u>	<u>MS+12</u>	<u>MS+24</u>
1	13,010	13,380	13,750	14,280	14,650	15,020
2	13,450	13,830	14,210	14,760	15,140	15,520
3	13,910	14,300	14,690	15,260	15,650	16,040
4	14,370	14,770	15,170	15,760	16,160	16,560
5	14,830	15,240	15,650	16,260	16,670	17,080
6	15,290	15,710	16,130	16,760	17,180	17,600
7	15,750	16,180	16,610	17,260	17,690	18,120
8	16,210	16,650	17,090	17,760	18,200	18,640
9	17,130	17,120	17,570	18,260	18,710	19,160
10		17,590	18,050	18,760	19,220	19,680
11		18,530	18,530	19,260	19,730	20,200
12			19,490	19,760	20,240	20,720
13				20,760	20,750	21,240
14					21,770	21,760
15						22,800

Board Final Offer

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1	13,000	13,360	13,720	14,240	14,600	14,960
2	13,430	13,800	14,170	14,710	15,080	15,450
3	13,880	14,260	14,640	15,200	15,580	15,960
4	14,330	14,720	15,110	15,690	16,080	16,470
5	14,780	15,180	15,580	16,180	16,580	16,980
6	15,230	15,640	16,050	16,670	17,080	17,490
7	15,680	16,100	16,520	17,160	17,580	18,000
8	16,130	16,560	16,990	17,650	18,080	18,510
9	16,555	17,020	17,460	18,140	18,580	19,020
10		17,480	17,930	18,630	19,080	19,530
11		18,015	18,400	19,120	19,580	20,040
12			18,945	19,610	20,080	20,550
13				20,175	20,580	21,060
14					21,155	21,570
15						22,155

Association Position

Salaries are sufficiently low in the District to justify a great deal of catch-up. In fact, even with the catch-up proposed by the Association, the salaries in the District would still be relatively low. Relatedly, although the Association's proposed increases are larger than the comparable averages, such increases are justified in order to correct some of the disparities which currently exist when the District's salaries are compared to its comparables.

On the other hand, the District's salary proposal does not adequately address these problems, particularly at the salary maximum benchmarks.

A comparison of total package cost increases also demonstrates the need for catch-up in the District, particularly when increases in 1982-83 and 1983-84 are compared with settlements in comparable districts.

It is important to note that the Association's proposal achieves salary schedule catch-up at maximum benchmark levels without a substantial increase in overall compensation cost.

Also noteworthy is the fact that the parties agreed upon a change in health insurance coverage from a \$50 deductible on major medical to a \$100 front-end deductible, which will result in significant fringe benefit savings for the District, even though the parties also agreed upon a new long-term disability insurance benefit.

In this regard the Association, in recognition of the need for catch-up salary and for additional benefits, made the conscious decision to accept lesser benefits in health insurance.

Lastly, although the District may have some difficulty financing the Association's final offer, it has not demonstrated that it would be impossible for it to do so.

District Position

A benchmark comparison of the District's salary proposal with either set of proposed comparables indicates that the District would not lose relative standing in either case.

In addition to making improvements at the top level of the salary schedule, the District's offer distributes salary improvements to all of the staff in an even and equitable manner. If pay raises are designed to compensate for loss of purchasing power, then such raises should be spread as equitably as possible among all the staff.

The Association's salary proposals are insensitive to local conditions and unrealistic in the face of recent increase in the CPI and actual local cost of living conditions.

In this regard it is important to note that the District has not been penurious in its per pupil cost expenditures. In fact, it ranks in the middle or slightly above the average of its comparables. This it does in spite of the fact that the District is an extremely low state aid district, and also in spite of the fact that it does not have a large financial equity in reserve.

The record indicates that the District receives relatively low state aid. Thus, it requires a relatively high degree of local effort to support its educational program. In fact, the District is relatively unique among its comparables by virtue of the extra effort it must make through local taxes to meet its more or less average per pupil expenditures.

The record indicates that the District is one of a handful that can expect a drop in state aid in the next year or two, which leads to the conclusion that any increase in expenditures for the '83-85 biennium will have to be met by either increases in taxes or cuts in existing programs. In this regard it is critical that local taxes in the District on a per pupil basis are considerably higher than local taxes in most all districts which have been proposed as comparables.

Relatedly, and quite importantly, the record indicates that the District has one of the lowest fund reserves among the comparables to support on-going costs and to meet contingencies.

The interests and welfare of the public include the tax burden of the public as well as the effort made by the public to finance public services. The tax base of the District is 80% farmland. The only urban area is the City of Darlington, which constitutes approximately 20% of the tax base. Thus, it is important to note that Lafayette County experienced a very severe drought in the summer of 1983, which resulted in significant losses to the farm community. In fact, there has been an almost three (3) fold increase in the number of loan delinquencies between July 1980 and July 1983 with the Federal Land Bank, a prime financing unit for farm real estate. These factors cannot be ignored in determining the reasonableness of the parties' positions in this dispute.

Whatever group of comparables are utilized by the arbitrator, the dollar increases proposed by the District compare favorably. Despite the severe economic conditions existing within Lafayette County, the District has far surpassed in dollar improvement the dollar improvements made by Lafayette County, Conference, and abutting school districts. The District has also made a

determined and reasonable effort to improve its salary maximums, particularly in light of the unique economic problems the County has confronted this last year.

Other settlements in the County are more reflective of local economic conditions. Lafayette County granted three employee units wage increases averaging 4%, and in one unit employees only received their customary step increase.

The District has made a good faith effort to address comparability and to improve the top of the salary schedule. In doing so, it has utilized a rather novel restructuring technique in order to maximize improvements at the top of the schedule, to make improvements evenly and equitably, and to do so within a total cost supportable by the local economy. The District accomplished this by adding a step to each lane, advancing each teacher one step, and dropping the first step of the 1982-83 schedule. In fact, the final offers of both parties reflect this approach.

On the other hand, the Association's final offer is a patent example of featherbedding at the lane maximums in that it provides a step increase of approximately \$1,000, double what the schedule provides for any other step on the schedule. For approximately 50% of the staff who are not at a top step the parties' proposals provide for approximately the same size step increase. The top step increase proposed by the Association however simply is not comparable to anything. It is noteworthy that under the Association's proposal, 85.6% of its additional demands would go to 54.5% of the teaching unit.

Lastly, it should be noted that although one thrust of the Association's case is predicated on the use of multi-year comparables, expressed in percentage terms, nothing in the statutory criteria suggests the use of such multi-year data. Furthermore, multi-year comparables expressed in percentage terms leads to spotty and suspect supportive evidence. This is so since all districts do not use the same system in costing. Also, issues peculiar to other party package costs expressed in percentages may include both salary schedule and other fringe benefit costs. Thus, such multi-year percentage comparisons should not be utilized in proceedings such as this.

Discussion

Utilizing the aforementioned comparable school districts, the undersigned has constructed the following tables to assist in the analysis of the parties' salary proposals.

Although seven salary benchmarks have customarily been utilized to compare the value of increases and actual salaries in proceedings such as this, in this case, because the parties have renumbered the steps in their salary schedule proposals, a different method will have to be utilized in order to reliably compare the value of increases and the actual salaries of teachers moving through the schedule. Thus, when comparing the parties' proposals as applied to such individuals, rather than comparing the BA 7th step and MA 10th step, as is usually done, the undersigned shall compare the salaries and increases actually received by teachers who were at those steps in the 1982-83 school year, assuming they all moved one step on their respective schedules.

At the remaining salary benchmarks, traditional benchmark comparisons will be utilized. This is so since such comparisons apply to new teachers commencing their employment in the District at the BA base and MA base, and to teachers who do not move a step because they are at the maximum of their respective lanes at the BA maximum, MA maximum, and schedule maximum.

BA BASE

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	12,565		13,125	4.46	560
Cuba City	12,500		13,000	4.00	500
Dodgeville	13,350		12,750	3.24	400
Iowa-Grant	12,194		12,895	5.75	701
Lancaster	12,500		13,100	4.80	600
Southwestern	12,000		12,800	6.67	800
Average	12,352		12,945	4.82	594
Darlington	12,300	Bd	13,000	5.69	700
		Assn	13,010	5.77	710
+/- Average	- 52	Bd +	55	+ .87	+106
		Assn +	65	+ .95	+116
Rank Among	7 5	Bd	3/4		
		Assn	3		

Teachers at BA 7th Step in 1982-83

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	16,491		17,226	4.46	735
Cuba City	15,500		16,640	7.35	1,140
Dodgeville	15,067		15,938	5.78	871
Iowa-Grant	15,121		16,505	9.15	1,384
Lancaster	15,350		16,586	8.05	1,236
Southwestern	14,880		16,384	10.11	1,504
Average	15,402		16,547	7.48	1,145
Darlington	14,900	Bd	15,680	5.23	780
		Assn	15,750	5.70	850
+/- Average	- 502	Bd -	867	-2.25	-365
		Assn -	797	-1.78	-295
Rank Among	7 6	Bd	7		
		Assn	7		

BA MAXIMUM (Excluding Longevity)

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	16,491		17,226	4.46	735
Cuba City	18,000		18,720	4.00	720
Dodgeville*					
Iowa-Grant	16,584		17,540	5.76	956
Lancaster	18,200		19,076	4.81	876
Southwestern	17,280		18,432	6.67	1,152
Average	17,311		18,198	5.14	888
Darlington	15,780	Bd	16,555	4.91	775
		Assn	17,130	8.56	1,350
+/- Average	-1,531	Bd -	1,643	- .23	-113
		Assn -	1,068	+3.42	+462
Rank Among	6 6	Bd	6		
		Assn	6		

*Reliable data pertaining to 1983-84 not available

MA BASE

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	14,575		15,225	4.46	540
Cuba City	13,700		14,200	3.65	500
Dodgeville	13,250		13,650	3.02	400
Iowa-Grant	13,413		14,185	5.76	772
Lancaster	13,300		13,900	4.51	600
Southwestern	12,750		13,550	6.27	800
Average	13,498		14,118	4.61	620
Darlington	13,470	Bd	14,240	5.7	770
		Assn	14,280	6.01	810
+/- Average	- 28	Bd +	112	+1.09	+150
		Assn +	162	+1.4	+190
Rank Among	7 3	Bd	2		
		Assn	2		

Teachers at MA 10th Step in 1982-83

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	20,072		20,967	4.46	895
Cuba City	18,632		19,880	6.70	1,248
Dodgeville	18,153		18,974	4.52	821
Iowa-Grant	18,242		19,860	8.87	1,618
Lancaster	18,088		19,460	7.59	1,372
Southwestern	17,340		18,970	9.40	1,630
Average	18,421		19,685	6.92	1,264
Darlington	17,750	Bd	18,630	5.23	780
		Assn	18,760	5.70	850
+/- Average	- 671	Bd -	1,055	-1.69	-484
		Assn -	925	-1.22	-414
Rank Among	7 6	Bd	7		
		Assn	7		

MA MAXIMUM (Excluding Longevity)

	<u>82-83</u>		<u>83-84</u>	<u>% Increase</u>	<u>\$ Increase</u>
	<u>\$</u>		<u>\$</u>		
Blackhawk	20,072		20,967	4.46	895
Cuba City	20,276		21,016	3.65	740
Dodgeville	20,140		21,021	4.37	881
Iowa-Grant	20,388		21,560	5.75	1,172
Lancaster	20,216		21,128	4.51	912
Southwestern	19,890		21,138	6.27	1,248
Average	20,164		21,138	4.8	975
Darlington	18,190	Bd	20,175	5.13	985
		Assn	20,760	8.18	1,570
+/- Average	- 700	Bd -	963	+ .33	+ 10
		Assn -	376	+3.38	+ 595
Rank Among	7 7	Bd	7		
		Assn	7		

SCHEDULE MAXIMUM (Excluding Longevity)

	82-83 \$		83-84 \$	% Increase	\$ Increase
Blackhawk	20,826		21,754	4.46	928
Cuba City	21,432		22,192	3.6	760
Dodgeville	20,824		21,714	4.27	890
Iowa-Grant	22,242		24,140	8.52	1,898
Lancaster	21,216		22,152	4.41	936
Southwestern	20,800		22,080	6.15	1,280
Average	21,223		22,338	5.24	1,115
Darlington	21,110	Bd	22,155	4.95	1,045
		Assn	22,800	8.00	1,690
+/- Average	- 113	Bd	- 183	- .29	- 70
		Assn	+ 462	+2.76	+ 575
Rank Among	7 4	Bd	3		
		Assn	2		

The foregoing charts indicate that the parties' proposals at the BA base are practically indistinguishable, although the District's proposal is slightly more in line with the comparable averages than is the Association's proposal. Because the parties' proposals are so similar at this benchmark, neither will be deemed to be considerably more comparable than the other.

For teachers at the BA 7th step in 1982-83, the Association's proposal is clearly the more comparable of the two both in terms of the value of the proposed increase, characterized either in dollars or percentages, as well as in terms of the comparability of the actual salary received by teachers in said lane with eight years of experience in the District in 1983-84. In fact, under the District's proposal, the salaries received by teachers at this point on the schedule would become essentially non-competitive with those received by teachers similarly situated in comparable districts.

At the BA maximum benchmark, the increases proposed by the District are clearly more comparable than those proposed by the Association; however, in this instance the actual salary proposed by the District is sufficiently out of line, when viewed in the context of the comparables, to justify an increase which would address this problem. At this benchmark the Association has proposed an increase which appears to be reasonable under the circumstances in that it still leaves the District ranking last among the comparables at this benchmark while at the same time reducing the spread between the District's position and the range of the comparables. Therefore, the undersigned deems the Association's proposal to be the more comparable of the two at this benchmark.

At the MA base benchmark, the District's proposal is clearly the more comparable of the two in all respects.

For teachers who were at the MA 10th step in 1982-83 the Association's proposal is appreciably more comparable than the District's in all respects, particularly when the actual salaries received by said teachers in 1983-84 are compared.

At the MA maximum benchmark, although the District's proposed increase is more comparable than the Association's, because its proposed actual salary is so out of line when viewed in the context of the comparables, and because the Association's proposal reasonably addresses that problem, the Association's proposal is deemed to be the more comparable of the two at this benchmark.

At the Schedule maximum benchmark, the District's proposal is the more comparable of the two both in terms of the size of the proposed increase as well as in terms of the comparability of the District's proposed actual salary.

A review of the foregoing comparisons indicates that the District's salary proposal is more comparable than the Association's at two benchmarks, the Association's proposal is more comparable than the Association's at four points on the schedule, and that at one benchmark the parties' positions are relatively indistinguishable. Furthermore, it is clear that significant comparability problems exist at the BA and MA maximum benchmarks which are exacerbated by the District's proposal, and that in addition, its proposal would result in both increases and salaries for the teachers in the District moving through the salary schedule which are less comparable than those which existed in the 1982-83 school year.

Based upon the foregoing considerations, it is the undersigned's conclusion that the Association's overall salary proposal is clearly the more comparable of the two. Even though the District has demonstrated that it has less flexibility in its budget than is the case in comparable districts, because it has failed to persuasively demonstrate, for reasons discussed above, that it does not have the resources to remain competitive with its comparables, the undersigned believes it appropriate to select the Association's salary proposal as the more reasonable of the two submitted herein.

COACH PAY

Association Proposal

COACH CLASSIFICATION

<u>Year</u>	1	2	3	4
1	1,140	840	740	640
2	1,170	870	770	670
3	1,200	900	800	700
4	1,240	940	840	740
5	1,270	970	870	770

District Proposal

<u>Year</u>	1	2	3	4
1	1,120	800	700	600
2	1,150	830	730	630
3	1,180	860	760	660
4	1,220	900	800	700
5	1,250	930	830	730

Coach 1: Head coach of high school football, basketball, wrestling, gymnastics, baseball, and co-ed track.

Coach 2: Head coach of high school cross country and high school volleyball.

Coach 3: Head coach of high school golf, assistant high school coaches, and junior high head coaches.

Coach 4: Junior high assistant coaches.

The Association has proposed that each cell in the coaches pay scale be increased \$50 over the 1982-83 scale. The District has proposed that cells in the coaches pay scale be increased \$30 at coaches classification 1 and \$10 at coaches classifications 2, 3, and 4 over the 1982-83 pay rate.

Association Position

Extra curricular pay schedules have historically been developed in the context of athletic conference comparables. In this regard, the District's coaches would become disadvantaged in many pay categories under the District's proposal, while on the other hand, the Association's proposal on this issue maintains the District's comparability.

District Position

There is little difference between the parties' offers regarding coaching pay, and in this regard comparables are next to impossible to use for a guide.

Determining comparable coaches pay is extremely difficult because of the existence of many intangibles, including the number of assistant coaches provided and the variances among districts as to the identification and classification of coaches. In addition, methods of compensating coaches also vary widely.

The District's coaching pay proposal holds up favorably when any of the proposed comparables are examined. In addition, the District has a better than average number of assistant coaches to assist in the performance of coaching responsibilities.

Discussion

The District has correctly pointed out that comparisons of coaching pay in comparable districts is difficult and often unreliable because of the many modes of compensating coaches that exist and because of the variety of responsibilities which individuals with the same or similar coaching title may have. In all candor, an analysis of the evidence in this record regarding comparable coaching salaries does not provide persuasive support for either party's position on this issue. In fact, in the undersigned's opinion no persuasive argument or evidence has been presented by either party which justifies a conclusion that either proposal is more reasonable than the other. Accordingly, the undersigned concludes that because this record fails to support the relative merit of either proposal on this issue, neither will be deemed more reasonable or meritorious for purposes of this proceeding.

PAY FOR SUMMER WORK/EXTENDED ASSIGNMENTS

The Association has proposed contractual pay rates for summer work/extended assignments for three positions as follows:

Guidance (H.S. & K-8) - \$3,000 each
H.S. Library - \$300
Local Voc. Ed. Coordinator - \$1,500

The District has no proposal on this issue.

Association Position

The majority of comparable school district contracts contain provisions for summer pay.

Further, it is critical to note that the issue is not over the rate of pay, but rather over whether there should be a provision in the Agreement covering extended summer assignments.

The District's position on this issue should be viewed as an illegal proposal in that it requires individual bargaining, and it also violates the recognition clause of the parties' Agreement, both of which require that wages and hours of summer work be established through the collective bargaining process.

District Position

Few districts handle summer pay as flat dollar amounts to be included in their Agreements. Although some express such pay as a certain percentage of daily pay multiplied by the number of days worked in a summer, this is in sharp contrast to the Association's proposal that a sum certain be paid for summer services.

Summer service requirements change from year to year. There is no evidence that any proposed comparable district provides for the payment of a sum certain for such services. Thus, the Association's proposal in this regard is not supported by comparable practices.

No one has been exploited under the District's current practice. In fact, implementation of the Association's proposal could lead to actual curtailment of a summer program because it allows no latitude to reduce or change program costs.

Lastly, the Association's summer pay proposal has the earmarks of attempting to satisfy the pique of one individual since it does not cover all individuals whose services are utilized in summer school programs.

Discussion

On this issue both parties' positions are sufficiently deficient on their merits to justify the selection of neither as being the more reasonable of the two. In this regard the District's position fails to be sufficiently responsive to the Association's right to negotiate the issue in question and further fails to provide affected teachers with any assurance that they will be treated either uniformly or fairly in the determination of their salaries under extended contracts. On the other hand the Association's position appears to be deficient in that it fails to cover all affected teachers, and more importantly, it fails to give recognition to the fact that extended contracts may not always be of the same duration every year, and therefore in determining the compensation to which teachers should be entitled under such contracts, a formula like those utilized in several comparable districts would appear to be far more appropriate. Such formulas give recognition to the varying length of such extended contracts while at the same time they assure that the compensation teachers receive under such contracts is computed in a fair and predictable fashion. Thus, for the foregoing reasons, the undersigned concludes that neither of the parties' positions on this issue merits selection for purposes of this proceeding.

TOTAL FINAL OFFERS

The foregoing discussion indicates that of the three issues in dispute, the Association's salary schedule proposal is the more reasonable of the two, while neither of the parties' positions on the two other issues in dispute is considerably more meritorious than the other's. It is also clear to the undersigned that the salary schedule dispute is the most significant issue to both parties.

With respect to overall compensation, the record indicates that the District's total package amounts to approximately 5.5%, while the Association's amounts to approximately 7.5%. While the record evidence with respect to comparable overall settlements is relatively unreliable, it would appear that both proposals fall within the spectrum of the percentage value of comparable overall settlements, the Association's being at the high end of the spectrum, and the District's being at the low end.

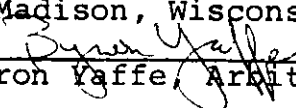
In view of the fact that the Association's overall proposal falls within the spectrum of the value of comparable settlements, and most importantly, in view of the fact that it will generate a salary schedule which is substantially more comparable than the District's proposal, and lastly, in view of the fact that the District has failed to demonstrate that it is unable to remain competitive with the districts selected as comparables herein, the undersigned believes it appropriate to select the Association's total final offer as the more reasonable of the two submitted herein.

Based upon all of the foregoing considerations, the undersigned hereby renders the following:

ARBITRATION AWARD

The final offer submitted by the Association shall be incorporated into the parties' 1983-84 Agreement.

Dated this 7th day of December, 1983 at Madison, Wisconsin.


Byron Yaffe, Arbitrator