JUL 5 1984

BEFORE THE MEDIATOR-ARBITRATOR

FIGURER EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

CAMPBELLSPORT EDUCATION ASSOCIATION

To Initiate Mediation-Arbitration Between Said Petitioner and

SCHOOL DISTRICT OF CAMPBELLSPORT

Case IV No. 30302 MED/ARB - 1888 Decision No. 21101-A

Appearances:

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Armin Blaufuss, UniServ Director; and Wayne Pankratz, Negotiator, appearing on behalf of the Association.

Kenneth Cole, Wisconsin Association of School Boards, appearing on behalf of the Employer.

MEDIATION/ARBITRATION AWARD

Campbellsport Education Association, herein referred to as the "Association", having petitioned the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm), Wis. Stats., between it and Schoold District of Campbellsport, herein referred to as the "Employer", and the Commission having appointed the Undersigned as Mediator-Arbitrator on November 3, 1983; and the Undersigned having conducted a public hearing pursuant to Sec. 111.70(6)(cm)6-b Wis. Stats. followed by mediation, all on December 21, 1983, in Campbellsport, Wisconsin; on February 6th, 1984, the Undersigned held the arbitration hearing in Campbellsport, Wisconsin; the parties each filed post hearing briefs, the last of which was received April 7, 1984.

ISSUES

The final offers of the parties are attached hereto and incorporated by reference. The Association's is marked Appendix A and the Employer's is marked Appendix B.

WAGES

Positions of the Parties. The Association takes the position that the Flyway Athletic conference schools, contiguous districts (except Fond du Lac) and Slinger and Random Lake are the appropriate set of comparables because:

- 1. That set was mutually used by the parties in the mediation phase of mediation-arbitration for the previous agreement;
- 2. This group's close proximity indicates it is in the same labor market;

- 3. Kewaskum and Slinger were named as comparable by an award in another district;
- 4. Campbellsport is in the middle of this group with respect to full time equivalent staff and people in enrollment. It notes that the Employer's primary use of the Flyway Athletic Conference is inappropriate because most of these schools are located west of Campbellsport and they are smaller. Similarly, it notes Campbellsport is smaller than most potentially comparable contiguous districts.

The Association takes the position that the primary salary issue is the salary schedule for 1983-84 and the appropriate total package increase for 1983-84. It indicates the parties' positions were close for 1982-83 and the year is already completed. In its view the current salary schedule for its teachers is far below the average of those in comparable districts and must be adjusted to be closer to average. It also argues that the adjustment to the schedule it proposes is closer to the average of such adjustments at each bench mark of comparable schools than the Employer's offer and, therefore, the Association's offer is a more comparable increase. It argues that the economic circumstances, particularly the incomes in this district are higher than or as high as most of the comparable districts, and, thus, no reason exists for these salaries to not be made comparable. It denies that Campbellsport is experiencing economic hard times. It argues the pattern of settlements ought to take precedence over the change in consumer price index. It also argues that the interest and welfare of the public are best served by establishing appropriate wage levels. It also argues that the teacher turnover has made total actual cost of its proposal easily affordable for the Employer.

The Employer favors the use of two sets of comparables, the Flyway Athletic Conference and contiguous districts (including Fond du Lac) on the basis that such groups are traditionally accepted comparables in the absence of evidence supporting other comparables.

The Employer takes the position there are two central wage issues; the relative increase which should be given teachers for both years and the modifications in the salary schedule. It takes the view its 1983-84, particularly in the light of its 1982-83 offer is very generous, because its proposed increase at each level is comparable to at least the average of increase of schools it deems comparable, while the Association's offer exceeds those of essentially each of the districts in the Flyway Conference. It denies a fundamental change beyond average increases is necessary and, even so, proper in the light of the economic data submitted. In any event, it denies the Association has met its burden to prove that a change of salary schedule as proposed, is warranted. It denies that there is any reason to change from a fixed index to a percentage index. It notes that arbitrators have been reluctant to adopt salary schedule changes.

Consumer Price Index

The final offers of the parties present the following total package increases:

	Employer	Association
1982-3	9.1	9.6
1983-4	7.6	9.1

July, 1982 - 1981 6.3% July, 1983 - 1982 2.2%

By this factor the Employer's offer would be more reasonable.

COMPARISON OF WAGES OF TEACHERS IN COMPARABLE COMMUNITIES

I. Selection of Comparables

The following data is helpful in the selection of comparable school districts, in addition to the wage comparisons.

Income Tax Rate Assessed Valuation/ Student

Atn C	Conf.	Contiguous	Ass'n. Position		Enrollment
Horicon Lomira Kewaskum	X X	X X	X X X	56.83 44.86 112.1	99 81 1854
Markesan Mayville	X X		X X X	62.45 65.97	1056 1041
New Holstein North Fond du	v	X	X X	98.73	1566 1079
Lac Oakfield Plymouth	X .	X		59.6 43.22 118.53	647 1948
Random Lake Rosendale-			X	64.05	1171
Brandon Slinger Elkart Lake	X	x ¹	X	71.75 108.72	1143 1870
Campbellsport Fond du Lac		X	X	74.64	1334
Av. w/o Campbellsport Ass'n. Athl. Conf. contiguous				75.73	1265

¹Used by the Employer - it does not actually border on Campbell-sport's District.

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	School Cost Per Pupil	Equalized Value Per Student	e 82-83 Value	Indicated Levy Rate	% above	1980 Median Income
Uanican	2427	161 116	155 71 <i>6</i>	9.55	65.76	15-20,000
Horicon	2437	151,115	155,716			
Lomira	2159	161,268	178,053	8.43	67.86	20-25,000
Kiwaskum	2243	138,650	146,562	8.91	70.78	20-25,000
Markesan	2343	198,671	222,790	9.03	54.67	15-20,000
Mayville	2370	170,672	187,940	9.16	65.63	20-25,000
New						-
Holstein	2362	141,505	154,472	9.12	66.88	20-25,000
North For	nd					
du Lac	2110	93,045	102,557	8.46	66.15	15-20,000
Oakfield	2951	131,210	140,114	12.91	68.53	20-25,000
Plymouth	2455	147,070	161,143	9.65	66.65	20-25,000
Random						
Lake	2443	147,401	158,007	9.58	69.84	20-25,000
Rosendale	e -					
Brandon	2534	129,377	140,835	10.11	66.7	15-20,000
Slinger	2080	145,224	151,535	19.46	77.34	20-25,000
Elkart La	ake	-	_			
Campbell-	-					
sport	1969	173,014	178,396	7.63	67.28	20-25,000
Fond du l	_ac	-				

There is a sizeable deviation in the salaries paid among the comparable districts offered by the parties. Although all of the comparable communities are in the same general area as Campbellsport, there are major differences in other factors which mediator-arbitrators use to determine comparability. There is available a set of comparable districts of roughly equal size located equi-distant and evenly distributed around Campellsport. These are Random Lake, Mayville, Rosendale-Brandon and New Holstein. This set of comparisons tends to better isolate the variables ordinarily used. In addition to these primary comparisons, I have selected Lomira and Plymouth as secondary comparisons because they border Campbellsport on the West and East respectively. This is done even though these districts are of different sizes. Even with this set of comparisons there is still significant variation.

Comparison to Like Units In other Districts

The following comparisons compare the salary schedules proposed by the two parties. Because the Association proposes not to grant step increases in 1982-83 these comparisons do not reflect actual payments to employers under the Association proposal.

	1981-82	BA MIN 1982-83	1983-84 \$ %	82-83 <u>\$ %</u>	83-84	
Random Lake	?	13,150	14,105	750 6.	955	7.3
Mayville	12,350	13,100	13,875		1 775	5.9

Rosendale-Bra New Holstein Av.	ndon	12,050 12,050 12,150	12,700 12,660 12,903	13,500 13,450 13,733	$\begin{array}{ccc} 650 & 5.4 \\ 610 & 5.1 \\ \hline 670 & 5.5 \end{array}$	800 790 830	6.3 6.2 6.4
Lomira Plymouth		12,100 12,000	12,800 12,825 12,873	13,600 13,755 13,714	$\begin{array}{ccc} 700 & 5.8 \\ 825 & 6.9 \\ \hline 707 & 5.9 \end{array}$	800 930 842	6.3 7.3 6.6
Campbellsport Ev. ass'n.	:	12,100	12,800 13,000	13,650 13,850	700 5.8 900 7.4	850 850	6.6 6.5
Diff. Er. From Av. Ass' Er. Ass'n.	n.		-103 +97 -73 +128	-83 +117 -64 +136	+30 +.3 +237 +1.9 -71 +193 +1.9	+8	+.2 +.1 av 1
		1981-82	BA +7 1982-83	1983-84	82-83 <u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-Bra New Holstein Av.	ndon	15,314 14,219 15,665 15,066	17,095 16,244 15,082 16,458 16,220	18,336 17,205 16,032 17,485 17,265	930 6.1 863 6.1 793 5.1 862 5.8	1,241 961 950 1,027 1,045	7.3 5.9 6.3 6.2 6.4
Lomira Plymouth Total Av.		14,842 15,294 15,065	15,698 16,345 16,153	16,678 17,530 17,211	$\begin{array}{c} 856 & 5.8 \\ 1,051 & 6.9 \\ 899 & 6.0 \end{array}$	980 1,185 1,058	6.2 7.2 6.5
Camp. Er.Ass' Ass'n.	n.	14,740	15,560 15,838	16,410 16,874	820 5.6 1,098 7.4	850 1,036	5.5 6.5
Er	s'n. s'n.	-326 -325	-668 -390 -593 -315	-855 -391 -801 -337	-422 +236 +1.0 -794 +199 +1.0	5 -9 -208	9 +.2 -1.0 0
As Er	s'n.	3/4 5/6 5/6	3/5 5/7 4/7	3/5 5/7 4/7			
			<u>BA</u>	MAX			
	1981	<u>-82</u> <u>198</u>	2 <u>-83</u> <u>198</u>	<u>83-84</u> <u>82-</u>	83 83-	<u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-	18,7	22, 72 19,		,273 ,090 1,1	40 6.1	918 1,178	4.1 5.9
Brandon New Holstein Av.	16,00 19,10 17,90	59.50 20,	129.40 21	142 1,0 385.50 9	69.9 5.1	1,075 1,255.6 1,107	$\begin{array}{c} 6.3 \\ \underline{6.2} \\ 5.6 \end{array}$

BA MIN (con't)
1982-83 1983-84 82-83
\$ \$ \$ \$ \$

83-84

1981-82

Lomira Plymouth Total Av.		16,670 18,678 17,861	17,630 19,960 19,509	18,730 21,410 20,672	960 1,282 1,078	5.8 6.9 6.1	1,100 1,450 1,163	$\begin{array}{c} 6.2 \\ \underline{7.3} \\ 6.0 \end{array}$
Camp. Er. Ass	'n.	18,260	19,240 19,622	20,090 20,906	980 1,362	5.4 7.5	850 1,283	4.4 6.5
Diff. Fr. Av.	Er. Ass Er. Ass		-626 -244 -269 +113	-883 -68 -581 +234	-70 +312 -98 +284	5 +1.6 7 +1.4	-257 +176 -313 +120	-1.2 +.9 -1.6 +.5
Rank	Er.	3/4 4/6	4/5 5/7	4/5 5/7				
	Ass	n.	4/5 5/7	4/5 5/7				
			<u> </u>	MA BASE				
		1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random La Mayville		14,018	15,123 14,869	16,220 15,748	851	6.1	1,097 879	7.3 5.9
Rosendale Brandon New Holst Av.		12,953.75 12,650	13,652.50 13,260 14,213	14,512 14,050 15,132	698.75 610 720	5.4 4.8 5.4	859.5 790 906	6.3 6.0 6.4
Lomira Plymouth Total Av.		13,402 13,000	14,177 13,825 14,142	15,063 14,255 15,058	775 825 752	5.6 6.3 5.6	886 930 907	6.2 6.7 6.4
Campellsp Er As		13,350	14,050 14,343 Er. Ass'n.		700 993	5.2 7.4	850 938	6.0 6.5
	Ass' Er	· 2/4 n 2/4 · 3/7 n·3/7		3/5 3/5 4/7 3/7	3/5 3/5 4/7 3/7	20 +273 -52 +241	56 +24 -57 +23	- · 4 + · 1 - · 4 + · 1
Er. Ass'n. Er. Ass'n.			2 +1 1 +2	49 58				

<u>MA + 10</u>

			<u>-</u>					
		1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Mayvil	l e	19,067	21,040 20,224	22,568 21,418	1,157	6.1	1,528 1,194	7.3 5.9
Rosenda Brandon New Ho Average	n Istein	17,035.25 18,342	18,107.50 19,227	19,246.50 20,372.50 20,901	1,072.25 885 1,038	6.3 4.8 5.7	1,139 1,145.5 1,252	$\frac{6.3}{6.0}$
Lomira Plymout Total	th Average	18,658 18,541	19,739 19,715	20,976 21,040	1,081 1,174 1,074	5.8 6.3 5.9	1,237 1,325 1,261	$\begin{array}{c} 6.3 \\ \underline{6.7} \\ \overline{6.4} \end{array}$
Camp.	Er. Ass'n	18,075	19,360 17,779	20,300 21,072	1,285 1,704	7.1 9.4	940 1,293	4.9 6.5
•		•		-601 +139				
Diff.	Er. Ass'n Er. Ass'n.	3/4 3/4 5/6 5/6	3/5 3/5 5/7 3/7	4/5 3/5 6/7 4/7	+247 +666 +211 +630	+3.7	-321	-1.5 +.1 -1.5 +.1
				MA MAX				
		1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Mayvill	l e	21,314	24,985 22,604	26,094 23,935	1,293	6.1	1,109 1,334	4.4 5.9
Rosenda Brandor New Hol Av.	n	19,756.25 21,252	21,077.50 22,276.80		1,321.5 1,024.8 1,213	$\begin{array}{c} 6.7 \\ \underline{5.0} \\ \overline{5.9} \end{array}$	1,324.5 1,327.2 1,274	6.3 6.0 5.7
Camp. 8	Er. Ass'n.	20,700	22,310 22,794 Er.	23,300 24,290 24,024 -7	1,610 2,091	7.8 10.1	990 1,491	4.4 6.5
			Ass in					
Diff.	Er. Ass'n. Er. Ass'n.	5/6	3/5 2/5 5/7 3/7	4/5 3/5 6/7 3/7	+397 +886 +367 +856	+4.2 +1.8	-284 +217 -349 +152	-1.3 +.8 -1.5 .6
			<u>s(</u>	CHED. MAX				
		1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Mayvil Rosenda	le	22,052	26,563 23,401	28,210 24,279	1,349	6.1	1,647 1,378	6.2 5.9
Brandor New Ho	n	20,305.25 21,756	21,664.75 22,780.80		1,359.5 2,024.8 1,244		1,364 1,327.2 1,429	$\frac{6.3}{5.8}$ $\frac{5.8}{6.1}$

SCHED	MAX	(cont.	.)

		1981-82	1982-83	1983-84	82-83 <u>\$</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Lomira Plymou Total		22,012 21,454	23,288 22,615	24,749 24,120	1,276 1,161 1,234	5.8 5.4 5.7	1,461 1,505 1,447	6.3 6.7 6.2
Camp. A	Er. ss'n.	21,200	22,810 23,336	23,800 24,862	1,610 2,126	7.6 10.1	990 1,526	4.3 6.5
			Er. s'n.	-1,161 +99				
Diff. from Av.	Er. Assn Er. Assn	3/4 3/4 5/6 5/6	3/5 3/5 5/7 4/7	4/5 2/5 6/7 2/7	+366 +892 +376 +902	+4.3	-457	-1.8 +.4 -1.9 +.3

The schedule comparisons demonstrate the parties' 1981-82 shcedule was within the comparable ranges but lower than average. Because of the wide disparaty in schedules this difference is considerable. The Association's offer tends to bring the parties' schedule close to average, but basically preserve the same ranking. This is a substantial change because of the wide range among the comparables.

The following additioanl comparisons demonstrate wage increases employees of various levels received under the parties' proposals. Those who were fixed at the maximums above are not affected by the Association's proposal holding back the increment.

BA BASE PROGRESSION

		<u>1, 2, 3</u> ¹					
	<u>Base</u> 1981-82	$\frac{1}{1982-83}$	2 <u>yr.</u> 1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-	? 12,350	13,803 13,624	15,515 14,985	750	6.1	955 775	7.3 5.9
Brandon New Holstein Av.	12,050 12,050 12,150	13,097 13,293 13,456	14,344 14,795 14,910	650 610 670	5.4 5.1 5.5	800 790 830	$\begin{array}{c} 6.3 \\ \underline{6.2} \\ \hline 6.4 \end{array}$
Lomira Plymouth Total Av.	12,100 12,100 12,130	13,283 13,410 13,419	14,626 15,005 14,878	1,183 1,410 921	9.8 11.8	1,343 1,595 1,043	10.1 11.9
Campellsport Er. Ass'n.	12,100	13,260 13,000	14,570 14,354	1,160 400	9.6 7.4	1,310 1,354	9.9 10.4

 $^{^1}$ 82-83 teachers at Campbellsport frozen on 1981-82 step, (1, 1, 2)

Diff Er. from Ass'n. Av. Er. Ass'n.			-340 -556 -308 -524	+490 +230 +239 +21	-480 +524 +267 +311		
		<u>BA + 7</u>	(6,7,8 ye	ears)			
	1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-	14,820	17,095 16,244	19,041 17,760	1,424	9.6	1,946 1,516	11.4
Brandon New Holstein Av.	13,857.50 15,062	15,082 16,458	16,454 18,157.50	1,224.5 1,396 1,348	8.8 9.3 9.2	1,372 1,699.5 1,649	$\begin{array}{c} 9.1 \\ \underline{10.3} \\ 10 \end{array}$
Lomira Plymouth	14,842	15,698 16,345	17,191 18,170	856	5.8	1,493 1,825 1,675	$\frac{9.5}{11.2}$
Camp. Er. Ass'n.	14,300	15,560 15,3651	16,870 16,874	1,260 1,065	8.9 7.4	1,310 1,509	8.4 9.8
Diff. Er. Ass'n. Er. Ass'n.				-88 -283	-339 -140 -365 -166	-1.(2 -1. 3	
1/held on Ste	ep 6 as per	Ass'n. pro	posal				
		MA BASI	PROGRESS	ION			
	1981-82	(1, 2, 1982-83	3) 1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-	14,018	15,780 15,293	17,632 17,008	1.446	10.3	1,852 1,544	11.7 10.0
Brandon New Holstein Av.	12,953.75 12,850	14,147.50 13,923	15,564.50 15,455	1,193.75 1,073		1,417 1,532	10.0 11.0
Lomira Plymouth Total	13,402 13,000	14,795 14,455	16,377	1,393 1,455	10.4 11.2	1,582	10.7
Camp. Er. Ass'n.	13,350	14,260 14,343 ¹	16,100 15,924	910 943		1,840 1,581	12.9 11.0
1/held on ste	ep 1 as per	Ass'n. pr	oposal				
		(9	$\frac{MA}{10}, \frac{10}{11}$ y	ears)			
	1981-82	1982-83	1983-84	<u>82-83</u> <u>\$</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Random Lake Mayville Rosendale-	13,506	21,040 20,224	23,273 22,048	1,638	8.8	2,233 1,824	10.6
Brandon New Halstein Av.	16,581.75 18,342.50	18,107.50 19,227	19,772.50 21,075	1,525 884.5 1,349	9.2 4.8	1,665 1,848 1,893	9.2 9.6

MA	+	10	(on'	t.)
(9,	T),	lT	уeа	rs	5

	1981-82	1982-83	1983-84	<u>82-83</u>	<u>%</u>	<u>83-84</u> <u>\$</u>	<u>%</u>
Lomira Plymouth Total Av.	18,074	19,739 19,715	21,633				
Camp. Er. Ass'n.	17,550	19,360 19,175 ¹	20,900 21,072	1,810 1,625		1,540 1,897	8.0 9.9

1/held on step 9 as per Ass'n. proposal.

Because the Association has held employees back one step in 1982-83, the Employer's offer provides larger increases to employers who have not reached a top step, while those at the top steps do better under the Association's proposal. The Employer's proposal is low, but is closer to the size of the comparable increases than the Association's.

Ability to pay, (interests of the public and other considerations)

In 1980 the per capita income of the area tended to be comparable to most comparable communities. The Employer offered evidence of depressed economic circumstances. However, there was no evidence that its circumstances were worse than other farm communities among the comparables. Accordingly, it should be able to start comparable wages to those communities.

Because of cost savings generated by staff turn over and the hold back, the offer of the Association as to wages is within the means of the Employer. The evidence of cost per pupil indicates the district is not now faced with high costs. I conclude there is no unusual difficulty for this district to pay appropriate wages and that the public interest is best served by compensating teachers fairly for their services.

WAGES - CONCLUSION

The bargaining unit is heavily concentrated around the BA, bases, Step 7, BA maximum and MA maximum areas, with more than half of the unit concentrated around the BA, Step 7 and BA, maximum combined. The BA, Step 7, unit employeees are paid less than they should be. Even if being fully average were not approporiate, some adjustment in this area appears very strongly warranted. Even disregarding Random Lake which generally is higher than the other comparables, the Employer is still low as to BA Maximum, even though its schedule requires more years to reach maximum than almost all of the comparable communites. Again, even assuming a full adjustment to average is not appropriate, some adjustment is certainly warranted to this area of the schedule. Based upon my evaluation, the Association's wage proposal is closer to being appropriate than the Employer's. Overall, the Association's wage proposal is to be preferred.

EXTRA-CURRICULAR

The Association takes the view that its extra-curricular proposals tend to keep better pace with salary increases. Further, they take the view that adequate pay in this subject area is important to the public interest in that it tends to assure more enthusiastic teacher involvement. Finally, it views its position as more comparable to the average pay in these areas of the schools it deems comparable.

The Employer argues that based upon its comparison group neither offer is unreasonable. Thus, its offer should be adopted. It also notes Campbellsport is unusual in that it uses the last period of the day for athletic practice.

DISCUSSION

This issue has no impact on the final result of this case. Based uopn comparability, it would appear either offer is reasonable, but the Association's position is slightly preferred. In view of the slight impact I have made, no evaluation of the differences between the practice period of Campbellsport and elsewhere. This latter issue could be significant if there is a marked difference in time commitment among the comparable schools.

GRIEVANCE PROCEDURE

Positions of the Parties

The Association takes the position that it is necessary for it to have the right to file and pursue grievances in its own name and that grievance arbitrator's expenses be shared equally. With respect to the right to grieve, it argues that many potential grievants have failed to file grievances or refused to participate in arbitrations for personal reasons or because they feared retaliation by a management for grievance activities. It also argues that the associations in the vast majority of districts have the right to grieve without the participation of individual employees and that in all comparable districts the parties share the cost of arbitration.

The Employer concedes that on the basis of comparability its position is not strong. It argues, though, that the parties have mutually established these provisions and they should not be lightly changed. It also argues that there have been about six to twelve times the number of grievances as in comparable districts and that the existing provisions discourage grievances.

DISCUSSION

The position of the Association demonstrates that it would like the right to pursue grievances affecting not only its institutional interests but those of groups of employees and even those of individual employees.

With respect to individual interests it wishes this right in order to shield employees from perceived retaliation and to pursue grievances even though the individual grievant specifically may not want the grievance processed. The Employer is concerned that the Association wishes to pursue grievances

which ought to be withdrawn. The problems which have occurred relate to group and individual intersts and the specific occurrences clearly support both parties' positions, although it is very clear that the Association does wish to pursue grievances which most unions would withdraw.

External comparability heavily favors the Association's position on both issues. The public interest and bargaining relationship is best served by the resolution of labor disputes in a prompt, efficient manner. Foreclosure from the procedure results either in no resolution of the dispute or the added delay and expense of statutory procedures. Thus, even if the use of the procedure in specific cases might be inappropriate, the value of the procedure lies in its ability to achieve adjustment promptly and efficiently. Accordingly, the Association's position as to right to grieve is to be preferred.

The Association has failed to demonstrate the need to change the method of paying for arbitration expenses. The infrequently found "loser pays" provision serves a purpose of discouraging the arbitration of grievances which ought to have been settled or withdrawn. The parties mutually established this provision and the Association's position herein clearly demonstrates that it wishes to pursue grievances in arbitration which most unions would withdraw. On balance, I believe the access issue is less important under the facts of this case than the cost issue. Accordingly, the Employer's position is to be favored on this issue.

CLASS SIZE

Positions of the Parties

The Association takes the position that it has met the burden of proof outlined by Arbitrator Yaffe in School District of La Crosse. (Dec. No. 9714-A). Thus, it argues it has established that a legitimate problem exists with respect to class size which requires contractual attention, and its proposal is reasonably designed to resolve that problem. Campbellsport has always had a problem with class size which appreciably worsened for the 1982-83 school year. It notes that by comparison to comparable school districts, the Employer has declined from 2 out of 13, to 13 out of 13 in 1982-83 with respect to class size. It heavily emphasizes that the Employer made the problem worse by deliberately violating a gentleman's agreement between the parties from the 1977-78 school year negotiation which set a specific maximum class size at the secondary level. The Employer accomplished this by laying off too many teachers. Thus, apparently in its view, the Employer's conduct makes contractual controls mandatory. It argues that its proposal is reasonably designed to address the problem of class size in that its secondary class load level is based upon the gentleman's agreement, the elementary level is based upon careful surveys. It notes its proposal has no monetary impact for 1983-84 because it is first effective if retained in that agreement, only in the 1984-85 school year.

The Employer takes the position that if the Union's offer is adopted it will affect the bargaining relationship, educational costs, the organizational structure of the district and its educational program. It denies the provision is necessary just because the Union's proposal is a mandatory subject of bargaining. It notes that for the 1983-84 school year there were overloads in very few classes. It denies there are any comparable provisions to the Association's proposal anywhere.

^{1/}See Section 111.70 (3)(a)5, Wis. Stats.

Even among local districts it deems are comparable only 5 of 12 refer to class size and none have mandatory provision. In summary, it takes the position the Association has failed to meed the burden of proof outlined in Arbitrator Yaffe's decision in La Crosse.

DISCUSSION

In School district of La Crosse, (Dec. 19714-A) 1/83, Arbitrator Yaffe outlined the burden of proof which a party proposing new contractual language must meet. The test he applied is: (1) whether a legitimate problem exists which requires contractual attention; and (2) whether the proposal under consideration is reasonably designed to effectively address that problem. Under the Municipal Employment Relations Act, subjects of bargaining are such that upon demand a party must bargain with respect to them (mandatory), and that a party may, if it wishes to, bargain with respect to the item (permissive) and such that even if they desire to bargain with respect to them they may not (prohibited). Class size is a permissive subject of bargaining over which this employer has refused to bargain in this proceeding. When a subject is permissive, a party may be nonetheless required to bargain about the impact the subject has on employee wages, hours and working conditions. The instant class size proposal deals with the impact class size has on wages. As is clear from La Crosse, in situations, as here, where a proposal deals with the impact of nonmandatory subject, the proposing party must show not only unusual circumstances with respect to the mandatory subject, but that the alleged circumstances cause a legitimate problem as to its effects of wages, hours and working conditions which effects require contractual attention.

The statutory criteria which are useful in evaluating whether the Association has met its burden of proof are the interests and welfare of the public, comparisons of the wages, hours, and working conditions of unit employees with similar employees in comparable districts and other factors traditionally considered in bargaining.

The comparative and other data offered by the Association leaves no doubt that this Employer has tended to have a high class size and that particularly in 1982-83, as a result of layoffs, the class size situation worsened.

Thus, it is entirely reasonable that the Association has consistently brought its concerns to the bargaining table, and that the parties have mutually attempted to deal with the issue. Although considerable litigation effort has been directed to establishing class size differences, no evidence at all has been offered to show the relationship between class size and the amount of extra work performed by a teacher (effects on wages, hours and working conditions). For this reason, the Association has failed to meet its burden of proof as to the existence of a problem which reasonably requires contractual language and that its offer is reasonably designed to remedy the problem.

While the experience of the Undersigned would support a conclusion that in the absence of special help, a larger class size would affect a teacher's wages, hours and working conditions, evidence is necessary to quantify the relationship.

A fundamental reason stressed by the Association for the adoption of this language is the parties' bargaining history. In fact, it is rather apparent from the positions of the parties and testimony at hearing that the issue has been at the forefront of a marked deterioration of relationship of the parties and its adoption appears to have meaning well beyond the actual terms.

At the center of this issue is the so-called "gentleman's" agreement on secondary school class sizes allegedly reached in the negotiations for the 1977-78 collective bargaining agreement. The majority of testimony in this matter dealt with the parties' sharply differing views as to whether this agreement ever existed and, if so, what its terms really are. It appears this "agreement" was more in the nature of an assurance of intentions. Unwritten unenforceable agreements and assurances are a fundamental part of the negotiation process which by means of their unenforceable nature facilitate the negotiation of agreements, by avoiding unneccessary conflict. This, in turn, furthers both the interests of the public and the parties. The use of these agreements can be frustrated by penalizing a party for having, in good faith, attempted this approach. Accordingly, in the absence of bad faith in the creation of an unenforceable agreement, or clear evidence the parties intended otherwise, the only inference properly drawn from the failure of such agreement is that the parties have unsuccessfully attempted to resolve the issue. Accordingly, in this case, the Undersigned finds the failure of the "gentlemen's agreement" does support the need for contractual language on class size, but does not compel such a result. Accordingly, I conclude the Employer's position is favored on this issue.

INSURANCE

The Association takes the position that the health insurance provision ought to be expressed in terms of the Employer paying the "full" amount of the health and dental insurance premiums rather than the dollar amount in order to provide for an increase to cover increased premiums in the event the parties have a hiatus between collective bargaining agreements. It notes the Employer has historically paid 100% of these premiums. It also notes that there has been a substantial hiatus period and this provision is ordered in the event of another extended hiatus. Finally, it argues the "comparables" strongly support its position.

The Employer argues the Union has not met its burden of proof to make a change in this provision. Its view its proposal preserves the status quo and ought to be adopted.

DISCUSSION

Again, this issue does not significantly impact the result in this matter. The Association's position is more nearly supported by the comparisons. In 11 of 12 districts which the Association uses for comparison, the agreements specify that the amounts for health premiums are the full premium. Accordingly, the Association's position is adopted.

CALENDAR

<u>Positions of the Parties</u>

The Association takes the position that the definitions which the parties have been tactfully using for years with respect to the work days in the calendar ought to be incorporated into the agreement. It notes the Employer once unilaterally attempted to charge a traditional work day into an in-service day. In its view, this language will reduce disputes with respect to specific days. tes with respect to snow days, it takes the view that a grievance award required employees to make up a complete snow day even though they worked part of the day. Its proposal is designed to remedy this unjust result. It also notes that its proposal is less favorable to teachers than of the 12 districts it asserts as comparable are to their teachers.

The Employer takes the position the Association has not met its burden of proof supporting a change. It argues the mere fact that an item is past practice is not sufficient to warrant a change. It believes these items should be left to negotiate in each agreement.

DISCUSSION

The definitions offered by the Association represent the past practice of the parties. In 1981 the parties disagreed as to whether the Employer could schedule work of a type not normally performed at inservices or inservice days. The Association has definitely shown that its proffered language properly remedies their problem. The history of the parties' relationship, including the number of grievances, leaves no doubt that ambiguity on central issues ought to be minimized. Both the public interest and the advancement of the meaningful relationship are advanced by this change. Nothing in the adon relationship are advanced by this change. Nothing in the adoption of the Association's position on this issue is intended to preclude bargaining for changes in future negotiations.

Similarly, the Association's position as to defining a "snow day" is appropriate as to having a definition of some sort. The Undersigned leaves the actual definition to be adopted to future negotiations.

CONCLUSION

Section 111.70(4)(cm) does not state the weight to be given either various proposals or criteria; that matter being left to the mediator-arbitrator. I conclude the wage proposal outweighs all other issues and is determinative of this case. Accordinly, the Association's proposal is adopted.

AWARD

That the final offer of the Association be included in the parties' 1982-84 collective bargaining agreement.

Dated at Milwaukee, Wisconsin, this 29th ay of Jul., 1984 1984.

Mediator-Arbitrator

Name of Case: School District of Campbell 30

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.

October 12, 1983 (Date)

On Behalf of:

Camp bells pori Education association

EXHIBIT A

Final Offer of the Campbellsport Education Association

The 1982-84 Agreement shall include all the provisions of the 1981-82 Agreement that are not modified by the stipulations between the parties or this Final Offer.

October 12, 1983 Anna Bangus

Article V Grievance Procedure

A. 4. Delete and replace with:

The Board and administration recognize the CEA's right to grieve. The person(s) affected by the grievance shall be identified in the written grievance. The CEA shall have the right to be present at all steps of the grievance procedure and to state its position.

E. 4. Delete and replace with:

In the event there is a charge for the services of an arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, for a transcript of the proceedings or any other arbitrator costs, the parties shall share the cost equally.

B.5. Class Size Workload

- a. The parties recognize that the number of students assigned to a teacher is a matter of basic educational policy and that the District may assign any number of students it so desires to a teacher's classes. The parties also recognize that the number of students assigned to a teacher directly affects the conditions of employment and workload of that teacher.
- b. Teachers in grades K-6 who are assigned twenty-seven (27) or fewer students per school day, averaged on a semester basis, in academic subjects, shall receive wage compensation in accordance with the provisions of the Salary Schedule. Split-grade teachers in grades K-6 who are assigned twenty-two (22) or fewer students per school day, averaged on a semester basis, in academic subjects, shall receive wage compensation in accordance with the provisions of the Salary Schedule. Teachers in grades 7-12 who are assigned one hundred sixty (160) or fewer students per school day, averaged on a semester basis, in academic subjects, shall receive wage compensation in accordance with the provisions of the Salary Schedule.
- c. In the event the District chooses to assign more students to a teacher per school day than the class size workloads set forth above, the teachers so affected shall receive, as work overload compensation in addition to their scheduled salaries, additional compensation each semester in accordance with the following rates:
 - 1. Grades K-6: Additional compensation at the rate of one percent (1%) of the teacher's yearly base salary for each student in excess of twenty-seven (27) per school day, averaged on a semester basis.
 - 2. Split-Grades (K-6): Additional compensation at the rate of one percent (1%) of the teacher's yearly base salary for each student in excess of twenty-two (22) per school day, averaged on a semester basis.
 - 3. Grades 7-12: Additional compensation at the rate of one-quarter percent (0.25%) of the teacher's yearly base salary for each student in excess of one hundred sixty (160) per school day, averaged on a semester basis.
- d. For teachers with less than full-time contracts with the District, the class size workloads described above in paragraph b., and the additional compensation provided for in paragraph c., shall be pro-rated according to the percentage of a full-time contract held by such teachers.

- e. The provisions of subsection B.5. shall not apply to physical education, music, art and special education teachers, where instructional needs and/or legal requirements dictate a modification in the class size workloads referred to above.
- f.1. For the purpose of determining the number of students assigned to a teacher "per school day, averaged on a semester basis", the first ten (10) school days of the semester, and the number of students assigned to a teacher during that period of time, shall be excluded from the calculation.
 - 2. Any additional compensation earned by a teacher pursuant to subsection B.5. shall be separately itemized and paid at the end of each semester.
 - 3. The class size workload provisions of subsection B.5. shall be effective with the beginning of the second semester of the 1982-1983 school year.
 - g. This provision shall not take effect until the 1984-85 school year.

Article VI. Calendar, D.

- a. There will be three (3) work days in the calendar; one (1) at the start of the school year and one (1) at the end of each semester. There will be four (4) inservice days; one at the start of the school year, two (2) at the WEA Convention and one (1) at the NWEA Convention.
- 1. b. In the event the District requires teachers to report to work and then subsequently cancels school for the students, the canceled teaching day shall count toward the basic requirement of 180 teaching days if such day qualifies for state aids pursuant to Sections 115.01 and 120.12 of the Wisconsin Statutes.

9. Definitions

Teacher contract days are defined as follows:

- a. Teaching day -- a day when teachers are instructing students or parent-teacher conferences are being held.
- b. Work Day -- a day when teachers engage in such activities as grading, exam correction, permanent reports, inventories, etc., with students not present.
- c. Inservice Day -- a day when teachers are participating in professional growth meetings or conventions.

Article VI, G. Extra Duty

(New)

Change \$143 to \$150 for 1982-83.
 Change \$150 to \$160 for 1983-84.

5. Extracurricular Payment

Revise extracurricular pay rates as follows:

The following remmeration will be paid to persons so designated.

THE INTIONING LEMENTERSTON WITH PA	e barn to bersom so co		1000 04
Football - Boys	Head Assistant JV Head Assistant JV Freshmen	1982-83 1,222 926 847 759 706	1983-84 1,300 985 900 805 750
•	Assistant Presimen	668	710
Banketball - Boys	Head Assistant Freshmen Grade	1.222 847 706 527	1,300 900 750 560
Basketball - Girls	Head Assistant Preshmen Grade	1,104 771 655 527	1,175 820 700 560
Wrestling - Boys	Head Assistant Preshmen	1,222 847 706	1,300 900 750
Track - Boys	Head Assistent Grade	847 593 347	900 630 370
Track - Girls	Head Assistant	847 593	900 630
Volleyball - Girls	Head Assistant Freshmen	847 593 483	900 630 515
Cross Country - Boys	Head Assistent Grade	847 593 311	900 630 330
Beseball - Boys	head Assistant	1,222 847	1,300 900
Golf - Boys	Head	463	495
Por ensi es .	Head Assistant	275 138	295 150
Yearbook		273	290
Pon Pon Girls		363	385
Cheerleaders		333	355
PEA Head - 1 Advisor		152	160
Athletic Director		1,066	1,135
Band (Pay rate shall include the expressed in Article VI, G		500	530

Article VI. Insurance, I.

1. Delete the first two sentences

"Effective October 1, 1981, the Board will pay a maximum of \$39.90 on the single policy and \$106.90 on the family policy for health insurance. (It is understood that for the months of July - September, 1981, the Board assumed the full cost of the health insurance premium.)"

and replace with:

"The Board shall pay the full premium for single	and
family health insurance. The single premium for	1982-83
is and for 1983-84 is . The	
family premium for 1982-83 is and for	1983-84

5. Delete the paragraph and replace with:

"The Board s	shall pay	the	full:	premium	for	single	and
family denta							
	and for		84 is		•	. The	
premium for	1982-83	is		and	for	Г983-84	is

Article VII B. Revise Privers Education pay from \$7.00 to \$8.25

Campbellsport 1982-83 Salary Schedule

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+L A	1A + 1Z
1.	13000	13269	13537.	13806	14074	14343	14612 1	4 660
! .	13473	13742	14010	14 279	14547	14947	15216 1	5484
	13946	14215	14483	14752	15020	15551	15820	16088
ŀ.	14 419	14688	14956	15225	15493	16155	16 424	16692
5.	14892	15161	15429	15698	15966	16759	17028	17296
	15365	15 634	15902	16171	16439	17363	17632	17900
7.	15738	16107	16375	16644	16912	17967	18236	18504
\$	16311	16580	16848	11/17	17385	1857/	18840	19108
1.	16784	17653	17321	17590	17858	19175	19444	i971Z
1_	17257	17526	17794	18063	18331	19779	20048	20316
7	17730	17 999	18267	18536	18804	20383	2065	2 20920
	18203	18472	18740	19009	19777	20987	21256	21524
5.	18676	18945	19213	19482	14750	21591	z1 86	0 22128
4.	19149	19418	19686	1995	2 0 223	22195	22 46	4 22732
5	19622	19891	20159	20428	2-696	22 14	î 2306:	e 23336

All teachers will be frozen at their 1981-82 Salary schedule placement.

C MPBELLS PORCI 1783-1 ; SALARY SCHEDULE

	BA	BA+6	BA +12	BA + 18	BA + 24	MA	MA+6	MA+12
7.	13850	14:37	14422 ·	14709	14994	15281	15567	15853
₹.	4354	14641	14926	15 Z13	IS 1 98	15924	16211	16496
3.	14858	15145	15430	דורצו	16002	16568	16854	17 140
4.	15362	15649	15934	16221	16506	17211	17498	17183
<i>5</i> .	15866	16153	16438	16725	17010	17855	10141	18427
G.	16370	16657	16942	nzzq	17514	18498	18785	19070
7.	16874	17161	17446	门7 多	18018	19142	19428	19719
8.	17377	17665	17950	18237	18522	19785	20072	20357
9.	17 881	18169	18454	18741	19026	20429	20715	Z1001
10.	18385	18673	18958	19245	19530	21072	21359	21644
H.	18889	19177	19462	19749	20034	Z1716	ZZ00 Z	ZZZ88
Æ.	19393	19681	19966	Zoz <i>5</i> 3	20538	22359	22646	, 22931
15.	19897	20185	20470	20757	21042	230 <i>03</i>	23289	z3575
14.	20401	20689	20974	71261	21546	23646	23933	24218
15	20905	21193	21478	21765	22050	24290	24 576	74867

Article XI

Delete Paragraph 2 and replace with:

"This Agreement shall be in effect on July 1, 1982 and shall remain in effect through June 30, 1984."

Approved for the Board	Approved for the CEA
President	President
Clerk	Clerk

JUL 6 1984

Name of Case: School District of Campbellaysection EMPLOYMENT

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.

On Behalf of: SCHOOL DISTRICT of CAmphells post

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Fizal	Offer
School	District of Campbellsport
	EL 12 1983
This	Offer shall be effective as of July 1,1982
OND GA	mais is Effect through June 30, 1984 in
ACCORDA A	ICE WITH ARTICLE IT Of the Existing AGREEMENT.
The offe	e of the School District of Campbellsport shall be
As follow	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
10 101100	
,	1. 1982-83 SALARY SCHEDULE AS ATTACHED #1
	1983-84 SALARY SCARDULE AS ATTACHED &
	2. ARTICLE VI. OTHER PROVISIONS SECTION G
	CAIRD DUTY POSEAROPL V:
	1983-84 10% HCREASE.
	3. Extra Chrichler Schedule
-	1983-84 - EACH POSITION INCREASED 10%.
	4. Misc. ADJUSTMENTS: NOON DUTY. 16.00/18 (1983.84)
**************************************	DRIVER EDUCATION . 68.00/LR (1183-84)
* ,	BAND DIRECTOR \$400 (1982-83) AND (1982-84) to

5	HEALTH INSURANCE: ARTICLE VI (I)
	(paragraph #1)
	1982.83 Single: 49.88/mo.
	fAmily: 133.63/mo.
	1983-84 Single: 61.78/mg.
	family: 165.23/mo.
	3 /
	DENTAL [2802 ANCE: (PARAGRAPH # 5) 1982-83 Single: 6.30/mo, family: 25.92/mo.
	1983-84 Single: Up To 6.93/mo.
	thmily: up 70 28.57/mo.
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d	1326	0 /35/0	/3760	14010	14260	1464	14890	15140
S	3 /372	0 /3970	14220	1447	0 1472	0 /5230	, /5.48०	15730
4	14\$80	14430	14680	14930	15180	15820	16 070	16320
5	. •	14890	15140	15390	15640	16410	16660	16910
6	15100	15350	15600	15850	16/00	出17000	17250	17500
7	15560	15 8/o	16060	/63/6	16560	•	17840	18090
8	16020	16270	16520	16770	17020	18/80	18430	18680
9	16480				17480	18770	19020	19270
10	16940	16730	16980	/7230	17940	19360	19610	19 860
		17190	17440	17690		19950	20200	20450
//	17400	17650	17900	18150	18400			-1-//-
/2	17860	18/10	18360	18610	18860	20540	20790	21040
/3	/8320	18570	18820	19070	19320	21/30	21380	当630
14	18780	19030	19280	19530	19780	21720	21970	<u>2</u> 2 2 2 0
15	19240	19490	19740	19990	20240	223/0	22560	22810

BASE INCREMENTS \$ 900

BASE INCREMENTS \$ 700

BA BA+6 BA + 12 B# +18 BA+ZY MALL MAHIL 14/10 16700 16950 17300 17550 17/60 19/00 10 17790 11 18250 20900 21150 12 18710 2/750 2/500 22/00 20/30 15 20090

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