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STATE OF WISCONSIN

JUL 7 1984

BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of	*	
DE SOTO EDUCATION ASSOCIATION, CRUE, WEAC	*	Case XV No. 32187 MED/ARB-2432 Decision No. 21184-A
	*	
To Initiate Mediation-Arbitration Between Said Petitioner and the	*	Sherwood Malamud Mediator/Arbitrator
DE SOTA AREA SCHOOL DISTRICT	*	

Appearances:

Thomas C. Bina, Executive Director, Coulee Region United Educators, appearing on behalf of the De Soto Education Association, 4329 Mormon Coulee Rd., P.O. Box 684, La Crosse, WI 54601.

Karl L. Monson, Consultant, Wisconsin Association of School Boards, 122 W. Washington Ave., Madison, WI 53703, appearing on behalf of the Municipal Employer.

JURISDICTION OF MEDIATOR/ARBITRATOR

On December 1, 1983, the Wisconsin Employment Relations Commission appointed Sherwood Malamud as Mediator/Arbitrator to attempt to mediate issues in dispute between the De Soto Education Association, CRUE, WEAC, hereinafter the Association, and the De Soto Area School District, hereinafter the District, and if mediation should prove unsuccessful, said appointment empowered the Mediator/Arbitrator to issue a final and binding award, pursuant to Sec. 111.70 (4) (cm) 6.c. of the Municipal Employment Relations Act. A mediation session was scheduled and conducted on January 30, 1984. A tentative agreement was reached between the bargaining committees of the Association and the District. However, the membership of the Association failed to ratify the tentative agreement reached in mediation before the Mediator/Arbitrator. An arbitration hearing, had been scheduled for February 6, 1984. However, due to the illness of the Mediator/Arbitrator the hearing was postponed to April 2, 1984. A Notice of Intent to Arbitrate which provided the Association and the District with the opportunity to withdraw their final offer was served by the Mediator/Arbitrator on the District and the Association, as well as, the chairman of the Wisconsin Employment Relations Commission. Neither side withdrew their final offer. The arbitration hearing in the above captioned matter was conducted on April 2, 1984, at which time the parties presented testimony and documentary evidence. The District and the Association filed post hearing briefs which were exchanged through the Mediator/Arbitrator on May 7, 1984. Based upon a review of the evidence and arguments submitted, and upon the application of the criteria set forth in Sec. 111.70 (4) (cm), Wis. Stats., to the issues in dispute, herein, the Mediator/Arbitrator renders the following Arbitration Award.

SUMMARY OF ISSUES:

The issues in dispute in this matter are as follows:

1. Salary schedule - the Association proposes that the following changes be made to the salary schedule in the 1982-83 collective bargaining agreement.
 - a. That a schedule be constructed with a \$12,800.00 base but that the "0" step be eliminated. The base at step 1 would then be \$13,250.00.
 - b. The increments in the BA lane be increased from \$385.00 to \$450.00 (an increase of \$65.00).
 - c. The increments in the BA+ step be increased from \$395.00 to \$470.00 (an increase of \$75.00).
 - d. The dollar difference between the lanes of the schedule be increased by \$75.00 to \$500.00.

Salary schedule - the District proposes that the base be increased to \$13,000.00. The District also proposes in its schedule to increase step increments and the differential between the various lanes of the schedule, as follows:

- a. The increments at the BA lane be increased to \$410.00.
 - b. The increments in the other 3 lanes of the salary schedule be increased to \$430.00.
 - c. The differential between the lanes remain at \$425.00.
2. Extra-curricular activities - the Association proposes that all activities listed in Schedule B of the 1982-83 Agreement be increased by 12%.

The District proposes to increase all coaching type of assignments listed in Schedule B by 5%. However, it proposes no increase for the following activities also listed in Schedule B:

Mileage, bus chaperone, driver education-behind the wheel, all scheduled extra-curricular activities involving overnight stay, extra curricular ticket selling or assignment of supervision, scorer, and timkeeper, and all other assigned supervisory duties outside the normal school day.

In addition, the District proposes to pay head coaches whose seasons practice begin before the first day of the school term or whose season ends after the last day of the school term at the rate of \$25.00 per day of practice and/or contest. The District proposes to pay assistant coaches in such sports \$20.00 per day for pre-school term and past-school term practices and/or contests.

3. Overload pay - the Association proposes that the pay for teaching a sixth class for an entire semester be increased from \$450.00 to \$525.00. The Association also proposes that elementary school teachers who teach a combined class receive \$525.00, an increase of \$75.00 over what was paid during the 82-83 school year.

The District proposes to increase the pay for the sixth class and for the teaching of the combined class in the elementary grades from \$450.00 to \$475.00.

4. Comparables

The parties were unable to stipulate to the Districts which are comparable to the De Soto Area School District. This District is part of the Ridge and Valley Athletic Conference. The Association concurs with the District that the 7 other Ridge and Valley Athletic Conference Schools are comparable to the De Soto Area School District. However, the Association over the objection of the District, would add 3 Districts which are contiguous to the De Soto Area School District to the list of comparables. The Association would have the Mediator/Arbitrator consider the La Crosse, Viroqua and Westby School Districts as comparables to the De Soto District.

STATEMENT OF STATUTORY CRITERIA TO BE APPLIED IN RESOLVING THIS DISPUTE:

Section 111.70 (4) (cm) 7 provides that:

In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES

POSITION OF THE DE SOTO EDUCATION ASSOCIATION

With regard to the issue of comparables, the Association argues that the School Districts of La Crosse, Westby and Viroqua are contiguous to the De Soto School District. Furthermore, the Association notes that its witnesses testified that most economic purchases made by the residents of the District are made in La Crosse, Viroqua or Westby. Many of the residents of the District work in La Crosse, Viroqua and Westby. The majority of the teaching staff live in the contiguous school districts. The Association cites the decisions of 6 arbitrators in support of its argument that schools other than those in the Athletic Conference may be used as comparables in interest arbitration.¹

The Association argues that its position on overload pay, i.e., extra pay for the teaching of a sixth class for an entire semester or teaching a combined class in the elementary grades is to provide an economic disincentive to the District's continuation of this practice. The Association notes that between the 1982-83 and 1983-84 school years, the District increased the number of sixth classes to the equivalent of 23 to 29 semesters. The number of overload classes is equivalent to 2.9 additional full-time teachers. It is the goal of the Association to discourage the District's imposition on a large number of the staff these teaching overloads.

The Association asserts that the comparables for establishing the appropriate level of pay for extra curricular activities are the schools in the Athletic Conference. These are the schools and the coaches of which the teacher coaches of this district compete against. The Association proposal in this area is for a 12% across-the-board increase in all extra curricular activities listed in Schedule B. This compares with the District's proposal to increase all coaching activities by 5%. However, the District would provide the coaches of the glamour sports with as much as a \$250.00 increase over and above the 5% across-the-board increase. This substantial improvement in pay is made under the guise of pre and post-season practice for these sports. The Association argues that the District fails to recognize in its proposal that the coaches in other sports also practice over Christmas and Easter breaks. In addition to providing a 40% and 30% increase for head coaches and assistant coaches, respectively, the Association's proposal is less expensive than the District's. The District's proposal would consume \$14,855.00, whereas the Association's proposal would cost \$14,672.00. The Association notes that the District's proposal not only is more expensive, but it injects substantial inequities into the method of compensating coaches.

The Association notes that its proposal to eliminate Step 0 of the salary schedule would cost the District only \$270.00, but would provide the District with a far better competitive position for recruiting new staff by increasing its base to \$13,250.00. Although there may be an artificial increase in the salary schedule as a result of the elimination of Step 0, it is only a .6 teacher who receives

¹The decisions cited by the Association are: Altoona Schools, (20875-A), 1984 Yaffe; Dodgeland Schools (20311-A), 8/83 Flaten; Elcho Schools, (20632-A), 11/83 Monfils; Florence County Schools, (19382-A), 9/83 Rothstein; Ondossagon Schools, (20141-A), 5/83 Haferbecker; Three Lakes Schools, (20631-A), 10/83 Johnson.

any additional compensation, and that only \$270.00, as a result of the Association's proposal. The Association argues that its proposal to increase the dollar spread between lanes in the salary schedule conforms to the agreements reached voluntarily by the comparable school districts of Ithaca, La Farge, Viroqua, and Wauzeka. This increase in spread, the Association notes, only serves to improve the District's rank from second from the bottom to third from the bottom in the amount of spread from the BA through MA lanes. Furthermore, the Association notes that this need for additional spread between the lanes is necessary because no comparable district has as few lanes in its schedule as De Soto.

The Association charts the ranking of the Association's and District's salary proposals at the benchmarks. Except for MA Step 10, MA Maximum and Schedule Maximum where the Association's proposal would improve the ranking of the De Soto District, there is no difference between the proposal of the Association and the District with regard to the ranking of the De Soto School District at the other benchmarks in the salary schedule. The rankings therefore, provide little basis of comparison between the District and the Association's offers. The Association argues that in his consideration of the statutory criteria of comparability, the average dollar increase allotted in the District's proposal is below the average of the comparable group except for the District's proposal in the BA base. The Association notes that the District's salary proposal is some \$51 to \$141.00 below the average wage increase offered by the comparable schools in the Athletic Conference and the schools contiguous to the De Soto Area School District. The Association's offer, on the other hand, is below the average at the BA base, BA 7th Step and MA base in the amount of \$11 to \$178.00. Its proposal at the BA Maximum, MA Step 10, MA and schedule maximums are above the average increase by \$226 to \$497.00. The Association justifies this increase based upon the erosion in ranking suffered by the teachers of the De Soto School District over the years from 1977-78 through 1982-83 school years. In 1977-78 De Soto ranked first and by 1982-83 its position had eroded to fourth. The District's BA Maximum is as high as it is only because it has more steps in that lane than the other school districts in the Ridge and Valley Athletic Conference.

The Association continues and argues that when the criterion of overall compensation is considered, the preferability of the Association's salary schedule proposal is established. The Association charts the impact of the District's offer at the benchmarks when the District's salary proposal together with the dollars spent under its proposal for health insurance is considered. The Association demonstrates that the District's offer ranges from \$346.00 below the average at the BA base to more than \$500.00 below the average at the schedule maximum. The Association's proposal, on the other hand, is \$97.00 below the average when salary and health insurance benefits are considered and only \$31.00 above the average when Step 0 is eliminated. The MA base is \$104.00 below the average with the Association's proposal and the MA Step 10 is \$297.00 above the average as a result of the elimination of Step 0 and the artificial increase produced by the elimination of that step. At the MA Maximum the Association's proposal is \$129.00 above the average and it is \$117.00 above the average at the schedule maximum. Furthermore, the Association notes that the District's offer is lower at the BA base, BA Step 7 and BA Maximum of any of the comparable schools which have entered into voluntary settlements when salary and benefits are considered together. Furthermore, the Association argues that the artificial levels achieved at the BA base, BA Step 7 and MA Step 10 as a result of the elimination of Step 0 should not be used by the Arbitrator as a basis for comparing the salary schedule proposals of the District and the Association because

the elimination of Step 0 does not cost the District any money to achieve these higher rankings.

With regard to the statutory criterion of cost-of-living, the Association argues that during the years of high inflation, the Association's wage settlements lost substantial ground to the cost-of-living. This ground can only be made up when the cost-of-living is relatively low. At present, the cost-of-living is at low ebb and presents an opportunity for the Association to catch up. The Association's proposal by no means attempts that catch up vis-a-vis the ground lost to the cost-of-living during the high inflationary period, however the Association's proposal rather than the District's is the only one that makes a serious effort to make up some of the lost ground. The Association argues if not now, when? The Association also notes in its argument that under the Final Report of the State Superintendent's task force on Teaching and Teacher Education published in January, 1982 the task proposed a beginning salary of \$20,000.00 for teachers. Yet, only 7 teachers in the De Soto Area School District have achieved a \$20,000.00 salary and that after at least 15 years of experience and at least a bachelors plus 15 credits necessary to reach the recommended beginning salary level. The Association concludes that on all of the issues, overload pay, pay for extra curricular activities and salary schedule its proposal and final offer is preferable to that of the District's.

POSITION OF THE DE SOTO AREA SCHOOL DISTRICT

With regard to the comparability issue, the District argues that La Crosse should not be added to the list of comparables because it is able to fund its operations on an urban and industrial tax base as opposed to the rural agricultural tax base of the De Soto Area School District. The District notes that the Viroqua School District is on the second year of a two year agreement during the 1983-84 school year. Furthermore, in two earlier interest arbitration decisions, that of Arbitrator Yaffe in the School District of Ithaca (18946-A)3/82 and Arbitrator Imes in the School District of Seneca (19903-A) 5/83, they found the Ridge and Valley Athletic Conference to be the most appropriate group of comparables. In fact, Imes discounted the importance of La Farge as a comparable in her decision. The District notes that both Viroqua and Westby School Districts are approximately twice the size of De Soto. The District concludes that La Crosse, Viroqua and Westby should not be added to the list of comparables in considering the final offers of the District and the Association.

The District argues that on the issue of the salary schedule, the level of salary established under the voluntary settlements of 3 of the conference schools, namely that of Ithaca, La Farge, and Wauzeka should serve as the basis for determining this case. The District compares its salary schedule offer at the benchmarks to those of the 3 settled schools, as well as, to the Board offers in the schools proceeding to arbitration. As a result, the District notes that its offer is higher at the BA base than any of the 3 settled or other 3 unsettled schools. At the BA lane Maximum, the size of the increase provided at this benchmark is less than that provided by the 2 settled schools but more than that offered by any of the employer offers of the unsettled schools. Nonetheless, although the size of the increase at the BA Maximum benchmark is greater at the 2 settled schools, the size of the increase does not alter their rankings at that benchmark from the 1982-83 to the 1983-84 school years. The District uses the BA schedule maximum benchmark (BA+15 lane) in its argument. The District notes that at that benchmark its offer is less than only 1 of the settled schools and exceeds that of any employer offer of the unsettled school. The District has charted the results when and if all the employer offers would be accepted in the 3 mediation/arbitration cases outstanding.

as of April 20, 1984, it charts what would occur if all the Association offers were accepted relative to the De Soto District's offer, as well. The District concludes from these charts that under its offer, the District's teachers' position would improve at the BA base, BA lane maximum and BA schedule maximum (BA+15 lane). The District notes the importance of the improvement in the BA lanes because three quarters of the District's teachers are found in the BA lanes of the salary schedule. The District notes that its offer does result in a drop of 1 ranking at the MA base benchmark; and at the MA lane maximum and schedule maximum the District's offer either maintains or improves the teachers rankings at these benchmarks. The District notes that only 7 teachers are located in the MA lanes of the salary schedule. The District argues that its proposal improves the salaries of the teachers at the benchmarks but in a fashion which is less expensive than the final offer submitted by the Association. The District notes that the Association offer contains a higher increase at the benchmarks than is provided in the settlement in the Westby School District. The Association offer is higher at the BA base, MA base, MA schedule maximum and schedule maximum than any of the other schools which have reached a voluntary agreement.

The District argues that on the teaching load issue, its proposal is more comparable to 4 of the Ridge and Valley Conference Schools than that of the Association. The District notes, as well, that only La Farge provides pay for elementary teachers who teach a combined class, and it pays less than the amount the Association demands here.

On the issue of extra-curricular activities, the District argues that with the exception of a few activities, the Association demand establishes pay levels for extra-curricular assignments which are greater than all other schools in the Athletic Conference.

In its concluding remarks, the District notes that its offer substantially exceeds the cost-of-living which depending upon the period chosen was either 3.8% or 1.7%. The District notes as well that during mediation before the Mediator/Arbitrator a tentative agreement was reached which was rejected by the Association. The District argues that public policy considerations should be invoked to discourage the turn down of voluntary collective bargaining agreements which only serve to undermine the credibility of the representatives who are sent to the table to bargain. The District argues that a decision in its favor would send a signal to the Association to better heed the recommendations of its bargaining committee. A decision for the Association, on the other hand, would only encourage those who seek to resolve disputes through the all or nothing approach rather than through the accommodation of collective bargaining. The District concludes that its final offer on all the issues is preferable to that of the Association's and should be selected by the Mediator/Arbitrator.

DISCUSSION

First, the District's comments with regard to the rejection of the tentative agreement reached with the assistance of the Mediator/Arbitrator have no bearing on the outcome of this case. The statute does not provide any penalty for rejection of a tentative agreement reached in mediation with the Mediator/Arbitrator. Although the Mediator/Arbitrator agrees that the rejection of tentative agreements carries with it the potential of seriously undermining the credibility of the bargaining representative and/or bargaining committee of the

Party rejecting the tentative agreement, nonetheless, the statute provides that an impasse is to be resolved by the Mediator/Arbitrator selecting the final offer of either the Employer or the Union. The negative consequences which flow from a rejection of a tentative agreement inhere in that action. The statute does not create a mechanism to repair any damage which may result to the bargaining relationship as a result of the rejection of a tentative agreement. The repair of the relationship must therefore fall to the parties outside of the operation of the mediation/arbitration process. Therefore, the Mediator/Arbitrator has made his selection of the final offer solely on the basis of the merits of the case.

In order to address the salary schedule issue, the comparability dispute must be resolved. The De Soto teacher bargaining unit contains 51 plus full-time equivalent teaching positions. The Association proposes that the School Districts of La Crosse, Viroqua and Westby be added to the 7 other school districts which comprise the Ridge and Valley Conference. Viroqua and Westby School Districts are about twice the size of the De Soto Area School District in the number of students they educate and the teachers they employ. Arbitrator Imes in her Mediation/Arbitration Decision involving Ridge and Valley Conference School District of Seneca (19903-A) 5/83, succinctly stated why the Athletic Conference contains the appropriate comparable school districts. She Stated:

When determining comparability, it is not only important to consider similarity in size and ability to pay, but it is important to consider the socio-economic, geographical and political factors which also affects comparability.

" It is well established through previous arbitration decisions that the Athletic Conference districts usually are similar, not only in full-time teaching equivalencies, student populations and equalized value, but in geographical proximity and location to urbanized and non-urbanized areas. It is also generally recognized people within these districts compete for labor and services and share the same social, economic and political factors which affect decision-making within a given area. Thus, it is appropriate to make comparisons among Athletic Conference schools."

However, in this case, only 3 Conference schools have reached voluntary settlements for the 1983-84 school year. In Altoona Schools (20875-A), Arbitrator Yaffe treated Districts as comparables which were not included in the athletic conference but located in the same geographical region. The increase in the number of comparable schools provided a broader base upon which a decision was rendered. Here, 3 of the 8 conference schools are settled, namely Ithaca, Wauzeka and La Farge. Three of the 8 schools in addition to De Soto are in arbitration. Seneca had not finalized the final offer process at the time the record was closed in this matter on April 20, 1984. Is it appropriate then to add the 3 schools proposed by the Association as comparables?

If the data from the settled schools and those schools in the Athletic Conference which have submitted final offers in the mediation/arbitration process do not provide sufficient information upon which a decision may be made, then it is appropriate to use Viroqua and Westby as a small secondary comparable group. Although Viroqua and Westby are twice the size of De Soto, its equalized value tax base and rural-agricultural nature is similar to these districts. However, the Mediator/Arbitrator finds that La Crosse is not a comparable for the De Soto Area School District. La Crosse is an urban/industrial city; its source of funds to pay teacher salaries differs substantially from the tax and political base which support the payment of teachers' salaries in the De Soto School District. The Association's demonstration that the economic life of many of its teachers revolves about the La Crosse economy provides only half the story. The other half of comparability emanates from the economic base which a school district may use to tax to support its educational programs. In this regard, there is no similarity between the La Crosse District and the De Soto District.

With the comparables so identified, the Mediator/Arbitrator now turns to determine the salary issue on the basis of the statutory factors listed above. The statutory factor, "The lawful authority of the municipal employer." is not at issue in this case. The stipulations of the parties contains an agreement on health insurance and other benefits to be paid by the employer. The stipulation of the parties is a factor in the determination of this case only insofar as it reflects upon the overall compensation to be paid by the District to its teachers. That factor is set forth more fully in the discussion below.

The interests and welfare of the public, etc. is a factor in this case. The District did not present an ability to pay argument. However, it did present evidence which demonstrates that the De Soto District is sixth among the 8 Ridge and Valley Conference Schools in the amount of aid per student it receives, and it has the highest levy rate of the 8 Conference schools. However, equalized value of the real estate subject to taxation within the district is substantially higher in De Soto than in most of the other schools of the Ridge and Valley Conference. Only North Crawford (Gays Mills) approaches the equalized value of the De Soto Area School District.

Despite its relatively high levy rate, there is no evidence that the selection of either the Association's final offer or the District's final offer will have any serious economic impact on the finances of the District.

The factor most often considered to be the determining factor in these cases is the comparability factor. The application of this factor calls for the Mediator/Arbitrator to compare the wages, hours and working conditions of teachers of the De Soto Area School District with teachers employed by the 7 other Ridge and Valley Athletic Conference Schools. The Mediator/Arbitrator has reduced the number of schools to serve as a comparable to the De Soto Area School District from 7 to 6. At the time the record in this matter was closed, the Seneca School District had not finalized its final offers. Both the Association and the District submitted data for the Seneca School District for 1982-83. Since the Mediator/Arbitrator's calculations all concern 1983-84, the inclusion of the Seneca District would only serve to distort these statistics.

After careful consideration of all the exhibits and charts submitted by both the District and Association concerning the salary schedule issue, the most telling picture develops when the District's and the Association's offers are compared to the salaries at each of the benchmarks of the settled schools as well as salaries proposed

by the Association at each of the benchmarks in the 3 districts which are in arbitration, namely North Crawford, Weston and Kickapoo. In Chart 1, the Mediator/Arbitrator compares the offers of the District and the Association to the average of the 6 comparable Ridge and Valley Conference Schools at each of the benchmarks listed. In Chart 2, which is located right below Chart 1, the Arbitrator has compared the offers of the District and the Association to the average at each of the benchmarks of settled schools, Ithaca, Wauzeka and La Farge, together with the secondary comparables of Viroqua and Westby. In Chart 2, the Mediator/Arbitrator has added an additional column to indicate the difference between the average of the 5 schools and the proposals of the Association and the District.²

<u>Chart 1</u>					
	<u>BA BASE</u>	<u>BA MAX</u>	<u>MA BASE</u>	<u>MA MAX</u>	<u>SCHEDULE MAX</u>
De Soto District	\$13,000	\$19,150	\$13,850	\$20,300	\$20,725
Conference Settled & Association Average	\$12,623	\$18,845	\$13,850	\$19,976	\$20,284
De Soto Association	\$13,250	\$19,550	\$14,270	\$20,850	\$21,350
<u>Chart 2</u>					
De Soto District	\$13,000	\$19,150	\$13,850	\$20,300	\$20,725
5 District Aug	\$12,909	\$18,845	\$13,993	\$21,093	\$21,545
De Soto Association	\$13,250	\$19,550	\$14,270	\$20,850	\$21,350
<u>Difference</u>	Both Above Average	Both Above Average	Dist-143 Assn +277	Dist-793 Assn-243	Dist-820 Assn-195

It is important to remember that what is subject to review here is the level of salary at each of the benchmarks. Chart 1 relates the salary levels at each of the benchmarks proposed by the Association and the District to the average salary which may result if the Association prevails in the 3 mediation/arbitration cases outstanding. Chart 1 demonstrates that the District offer is higher than this average in 4 of the 5 benchmarks, and it is equal to this average at the MA base.

²The Association constructed its schedule by eliminating Step 0 of a schedule constructed on a \$12,800 base. Although the Association is correct in noting that the construction of such a schedule is at minimal cost to the District, however, for purposes of comparison the Arbitrator has noted the Association's proposed base as \$13,250 rather than the Step 0 base of \$12,800 which step the Association has eliminated from its schedule.

The Association offer is substantially higher than this average at each of the benchmarks. The La Farge District has been included in the computations underlying the above charts. However, La Farge is substantially below the salary levels of the other Ridge and Valley Conference Schools. In order to offset the distortion that the inclusion of La Farge may introduce to these computations, the Arbitrator constructed Chart 2. That chart includes the secondary comparables of Viroqua and Westby, as well as, the settled Districts and Ithaca, Wauzeka and La Farge. Nonetheless, that chart reveals that the District's offer is higher than the average at the BA base and BA maximum, and it is closer to the average than the Association's offer at the MA base. At the MA maximum and schedule maximum the Association offer, although below the average, is much closer to the average than the District's offer.

Clearly, Chart 1 demonstrates that the District's offer is preferable to that of the Association's. Chart 2 reflects that the District's offer is closer to the average at 3 of the 5 benchmarks. However, when one considers that three quarters of the teachers of the De Soto Area School District are located at the BA and BA+15 lanes of the schedule, and this fifty-three percent of the District's teachers are located in the BA lane of the salary schedule, the District's offer at the maximum of the BA lane, which is above the average and closer to it both in Chart 1 and Chart 2, becomes highly significant. For the District's offer places the money in its proposed schedule where the teachers are located. The Association correctly argues that the District's salary schedule contains 16 steps at the BA lane. This is more steps than any of the schedules of the comparable districts. Nonetheless, approximately 20% of the District's teachers are at the top step of the BA lane. Furthermore, the District's offer does not cause any deterioration in the ranking of the salary levels at the benchmarks as compared to the salary levels at the benchmarks of the 6 Ridge and Valley Conference Schools. Except for the MA base benchmark, the maintenance or improvement in ranking occurs even if the Association prevails in the 3 mediation/arbitration cases outstanding. Clearly, the District's offer is more comparable than the Association's proposal on the salary schedule.

Both the offers of the District and the Association substantially exceed the cost-of-living. In that regard, both offers provide a large measure of catch-up against the substantial losses to inflation incurred during the late '70s through 1981. However, this factor provides little assistance in choosing between the offer of the Association versus the offer of the District.

With regard to the overall compensation paid to teachers, both with regard to the dollars generated and percentage total package increase, the District's offer is the highest among the 4 districts which are in arbitration over the 1983-84 agreements. The \$1,523.00/per teacher generated by the District's offer is substantially less than the average total monetary package which is \$1,809.00/per teacher generated by the 3 settlements achieved at Ithaca, La Farge and Wauzeka of the Ridge and Valley Athletic Conference.³

³The issue of extra curricular activities and overload pay each have an economic impact and as a result have a bearing upon the total compensation to be paid to the teachers. However, the impact is slightly greater than one-half of one percent. It is appropriate, therefore, to include the factor of total compensation in the discussion of the salary schedule issue.

Although the Association's proposal of \$1,897.00 per teacher is slightly larger than the demand made in the offers of the Associations in the mediation/arbitration process in the 3 other Ridge and Valley Conference Schools, nonetheless, the Association dollar proposal is substantially closer to the average achieved in the settlements of the 3 other Conference schools. Although La Farge is included among the settled schools, the inclusion of the secondary comparables would further support the Association offer. The District enjoyed a slight decrease in the cost of its health insurance rather than the large increases in health insurance premium costs suffered by other districts. This explains how the District's offer is more comparable at the benchmarks and generates substantially less dollars per teacher than the dollars generated in the settled Districts in the Conference.

There have been no changes during the pendency of this arbitration proceeding which have any bearing or impact upon it.

Turning to the last factor, "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..." the Association submitted into evidence the final report of the State Superintendent's Task Force on Teaching and Teacher Education which was published in January, 1984. The Association notes that that task force report advocates a beginning salary of \$20,000.00. The Association notes that under the District's proposal even a teacher who has taught at least 15 years in the District and has a BA+15 credits will not be paid above the beginning teachers salary.

The Mediator/Arbitrator finds that the task force report provides little assistance in selecting the final offer of the Association or the District in the mediation-arbitration setting. First, the task force report sets forth many suggestions to retain and attract teachers to the teaching profession. Certainly, among those suggestions are a beginning salary of \$20,000.00. However, the task force also suggests merit pay, the establishment of several categories of teachers such as an associate teacher, a professional teacher, a teacher specialist and a career teacher which are to be licensed through the Department of Public Instruction. The intent of this proposal is to provide a career ladder for teachers. A ladder which is not necessarily tied to the taking of additional credits or courses past the BA degree. Many of the task force recommendations have no relationship to the teacher grid salary schedule which forms the base of both the District's and the Association's proposal. The Mediator/Arbitrator does not dispute or take issue with the merit of any of the proposals made in the task force report. However, the suggestions made in the report have little to add to the resolution of a mediation/arbitration dispute.

To summarize, the application of the 8 statutory factors to the salary schedule issue points to the comparability and total compensation factors as having the greatest bearing on the determination of this issue. On the issue of comparability, the District's proposal is preferable to that of the Association's. However, with regard to total compensation, it is the Association's proposal which is preferable. The two factors balance each other out. Although the salary schedule issue is the principle issue between the parties, the outcome of this case will be determined by the positions of the parties on the other two issues.

EXTRA-CURRICULAR ACTIVITIES

The Association proposes a 12% across-the-board increase in the amount of compensation to be paid for coaches and teachers performing extra duty assignments. After careful review of the extra-curricular

schedules of comparable school districts in the Ridge and Valley Conference, with but a few exceptions, there appears to be no basis for improving the extra-curricular salary schedule by a percentage which is almost double the improvement the Association proposes in its salary schedule, i.e., namely 12% vs. 7%. The Mediator/Arbitrator finds the Association proposal on extra curricular activities totally unjustified.

The District proposes a 5% across-the-board increase for coaches salaries. It proposes no increase in the amounts paid to teachers who perform ticket taking duties, etc. However, the District also proposes to pay head coaches whos season's practice begin before the first day of the school term or whos season ends after the last day of the school term \$25.00 per practice and/or contest. The District justifies this novel proposal on the grounds that coaches have to come a great distance before the school term begins to practice with the students. However, the amount established for the coaching duty normally reflects the full range of activities and responsibilities associated with that coaching responsibility. The District was unable to point to any comparables or to any other district which compensates coaches in the manner proposed here. The District does not assert that its coaches are underpaid as compared to the coaches of other comparable school districts, although, the Mediator/Arbitrator notes that in one or two sports the District's proposal is lower than a number of the other comparable districts. However, the cost of this compensation for practices is such that the cost of the District's extra duty proposal at 5% plus the cost of compensating certain coaches for practices exceeds the proposal of the Association for a 12% across-the-board increase in schedule B. The Mediator/Arbitrator finds that the District's proposal on this issue is unjustified. The Mediator/Arbitrator finds nothing to support what either the Association or the District attempt to accomplish through their proposals in the area of extra-curricular activities.

OVERLOAD PAY

The Association justifies its proposal to increase overload pay from \$450.00 to \$525.00 on two grounds. First, the \$525.00 figure for overload pay had been agreed to between the parties in their negotiations for the 1982-83 agreement which initially had included a second year, i.e., the 1983-84 school year. Secondly, it is the Association's intent to raise the overload pay to such a level to act as a disincentive to the District to assign a sixth class for a full semester to a teacher.

The District proposes to increase overload pay by approximately 5% or \$25.00 to \$475.00.

The first issue raised by the Association as a justification for its position cannot be considered by the Arbitrator. The fact that in some prior negotiation the parties had identified \$525.00 as an appropriate sum for overload pay has no bearing on this case. In the discussion above, this Arbitrator has indicated that it is inappropriate to dwell on any tentative agreements reached in mediation under the auspices of the Mediator/Arbitrator. Certainly, then it is appropriate to ignore any tentative agreements reached in bargaining for predecessor agreements which for one reason or another fell apart.

In the record in this case, the Association has failed to demonstrate that the District of De Soto has assigned teachers the overload in order to avoid hiring full-time teachers. In small districts, it is not unusual for overloads to occur where the district has only one teacher teaching one particular subject. If the curriculum is to be expanded, then it may expand through the assignment of an overload. It is necessary for the Association to demonstrate the need for a disincentive. It has requested an increase in the amount of overload pay which exceeds the size of the increase it seeks in the salary schedule, or for that matter, in the percentage by which total compensation is increased under its proposal. The Association seeks here a 17% increase in overload pay. Absent any evidentiary record substantiating the need for such an increase, the Arbitrator finds the Association's demand excessive.

Furthermore, the \$525.00 demand made by the Association is higher by \$25.00 than the overload pay of any of the comparable schools in the Athletic Conference.

The District's proposal is \$25.00 less than the overload pay at the School District of Ithaca and Wauzeka. However, only one of the Conference comparable schools provides any pay for teachers who teach a combined class in the elementary grades.

The District's proposal increases the overload pay by approximately 5%. This equals the percentage by which it has proposed to increase the salary schedule. The absence of any evidence indicating that the District is using overloads to avoid hiring new full-time teachers, there is no factual basis for imposing a rate which should act as a disincentive to imposing overloads on teachers. On the basis of the above discussion, the Arbitrator finds that the District's proposal on overload pay is preferable to that of the Association's.

SELECTION OF THE FINAL OFFER

The Mediator/Arbitrator finds that the proposal of the District on salary best conforms to the level of salaries established at the benchmarks of the comparable school districts. On the other hand, the total compensation inherent in the proposal of the Association very closely approximates the average total package increase afforded to teachers under the agreements reached by the 3 comparable schools of the Ridge and Valley Athletic Conference. The two factors balance each other out, and therefore, the salary schedule issue is one in which the Arbitrator has not indicated a preference. The Arbitrator finds that the positions of both the Association and the District are unjustified and insupportable on the extra-curricular duty issue. Finally, the Arbitrator concludes that the proposal of the District on overload pay is preferable to that of the Association.

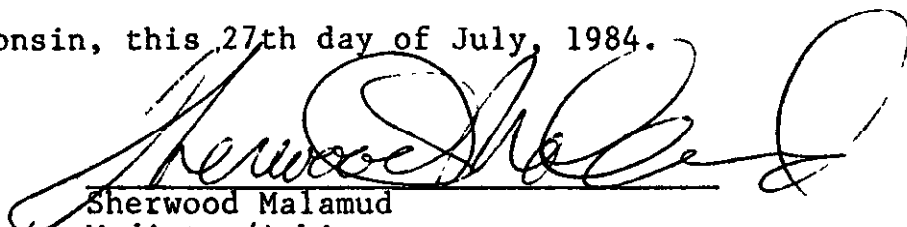
In considering the total final offers of the District and the Association, the Arbitrator finds that the preference for the proposal of the District on overload pay serves to tip the balance and make the District's total final offer preferable to that of the Association's.

On the basis of the above discussion, the Mediator/Arbitrator issues the following:

AWARD

Based upon the statutory criteria in sec. 111.70(4)(cm)7a-h of the Municipal Employment Relations Act, the evidence and arguments of the parties, and for the reasons discussed above, the Mediator/Arbitrator selects: the Final Offer of the De Soto Area School District to be included together with the stipulations of the parties in the 1983-84 collective bargaining agreement between the De Soto Education Association and the De Soto Area School District.

Dated at Madison, Wisconsin, this 27th day of July, 1984.


Sherwood Malamud
Mediator/Arbitrator

RECEIVED

DEC 2 1983

S. PALAMUD
ARBITRATOR

DE SOTO AREA SCHOOL DISTRICT

Name of Case:

CASE XV No. 32187 MED/ARB-2432

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.

11-3-83
(Date)

R. Michael Chen
(Representative)

On Behalf of:

De Soto Education Association

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

ASSOCIATION'S LAST BEST OFFER

1. Base of \$13250 (an increase of \$950) (includes erasing Step 0)
2. BA Steps of \$450 (an increase of \$65)
3. BA+ Steps of \$470 (an increase of \$75)
4. Lanes of \$500 (an increase of \$75)
5. 6th Class and Elementary Overload Pay of \$525 (an increase of \$75)
6. All salaries and wages on Schedule B increase by 12%.

YEARS OF

EXPERIENCE	BA	BA+15	MA	MA+15
0	12800	13300	13800	14300
1	13250	13770	14270	14770
2	13700	14240	14740	15240
3	14150	14710	15210	15710
4	14600	15180	15680	16180
5	15050	15650	16150	16650
6	15500	16120	16620	17120
7	15950	16590	17090	17590
8	16400	17060	17560	18060
9	16850	17530	18030	18530
10	17300	18000	18500	19000
11	17750	18470	18970	19470
12	18200	18940	19440	19940
13	18650	19410	19910	20410
14	19100	19880	20380	20880
15	19550	20350	20850	21350

Concerning Credits at Technical School

7. Add to Article X, Paragraph H, Line 540,
 "...each teacher shall earn six (6) semester hours of college credit, approved technical school credits or its equivalent every five (5) years."

To line 551, "...\$45/credit for approved undergraduate college or technical school credits. Reimbursement shall not exceed the actual tuition and lab fees..."

M. Chen
W. Peterson

W. Peterson

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DEC 2 1983

S. M. HALL, JR.
ARBITRATOR

DE SOTO AREA SCHOOL DISTRICT

Name of Case:

XU No. 32187 MED/ARB - 2432

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.

November 4, 1983
(Date)

Robert Peterson
(Representative)

On Behalf of:

DeSoto Area School District
Board of Education

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MUNICIPAL EMPLOYMENT
RELATIONS ACT

FINAL OFFER
of the
SCHOOL BOARD
DE SOTO AREA SCHOOL DISTRICT
to the
DE SOTO EDUCATION ASSOCIATION
1983-1984 SCHOOL YEAR

Date November 4, 1983
Board Representative Robert Peterson
Association Representative _____

1. Article VII Teaching Load

Line 311 - Change to read "teacher with a range of \$100.00 minimum and \$475 maximum."

Line 339 - Change to read "classes (Grade 1 & 2, etc.) will be paid \$475.00 per semester."

2. Article VIII Compensation

Line 364 - Change to read "an amount equal to .42% of each teacher's salary on the salary schedule."

3. Article X Evaluation

Add to H. Professional Improvement Paragraph 1

Line 547 - "Technical school course work will count on a hour for hour basis meaning 18 hours of technical school instruction will equal one equivalency credit."

Line 549 - "except technical school courses where reimbursement will be made and limited to actual tuition and laboratory fees not to exceed \$45 per 18 hours of course work."

4. Article XV Term of Agreement

Line 796 - Change to June 30, 1984

Line 797 - Change to July 1, 1983

5. Appendix A Salary Schedule

As attached

6. Appendix B Extracurricular Assignments

As attached

7. Stipulations as attached.

ADD TO STIPULATIONS
M. Chen
9/28/83

COA M. Chen

APPENDIX A

Salary Schedule

	BA	BA+15	MA	MA+15
0	13,000	13,425	13,850	14,275
1	13,410	13,855	14,280	14,705
2	13,820	14,285	14,710	15,135
3	14,230	14,715	15,140	15,565
4	14,640	15,145	15,570	15,995
5	15,050	15,575	16,000	16,425
6	15,460	16,005	16,430	16,855
7	15,870	16,435	16,860	17,285
8	16,280	16,865	17,290	17,715
9	16,690	17,295	17,720	18,145
10	17,100	17,725	18,150	18,575
11	17,510	18,155	18,580	19,005
12	17,920	18,585	19,010	19,435
13	18,330	19,015	19,440	19,865
14	18,740	19,445	19,870	20,295
15	19,150	19,875	20,300	20,725

CPA M. Chan

APPENDIX B

EXTRACURRICULAR ASSIGNMENTS

Head Football	\$1,050.00
Assistant Football	604.00
Head Basketball - 2 positions	1,050.00
Assistant Basketball	604.00
Junior High Basketball (split season)	263.00
Head Wrestling	1,050.00
Assistant Wrestling	604.00
Junior High Wrestling (split season)	263.00
Head Track	657.00
Assistant Track	342.00
Head Baseball	657.00
Assistant Baseball	342.00
Head Softball	657.00
Assistant Softball	342.00
Head Volleyball	657.00
Assistant Volleyball	342.00
Head Gymnastics	1,050.00
Assistant Gymnastics	604.00
Cheerleading Advisor	394.00
Dramatics	394.00
Assistant Dramatics	237.00
Forensics	394.00
Assistant Forensics	237.00
Yearbook Advisor	604.00
Assistant Yearbook	420.00
Junior High Gymnastics (new split season)	263.00
FFA Advisor	263.00
Band Director	683.00

CPAP MPA

APPENDIX B

EXTRACURRICULAR ASSIGNMENTS

Continued

Mileage:	22¢ per mile
Bus Chaperone:	\$5.00 per hour
Driver Education - Behind the Wheel:	\$8.00 per hour
All scheduled extracurricular activities involving overnight stay:	\$30.00 per night
Extracurricular ticket selling or assignment of supervision, scorer, and timekeeper:	\$10.00 per assignment
All other assigned supervisory duties outside the normal school day:	\$5.00 per hour

Head coaches whose season's practice begins before the first day of the school term or whose season ends after the last day of the school term shall be compensated at the rate of \$25 per day of practice and/or contest. Assistant coaches shall be compensated at the rate of \$20 per day for pre-school term and past-school term practices and/or contests.

OPAS MCFER