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IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS

MAY 22 1984

BETWEEN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

SCHOOL DISTRICT OF CORNELL

Case VIII No. 31975

and

MED/ARB 2378

CORNELL EDUCATION ASSOCIATION

Decision No. 21207-A

Arbitrator/Mediator: Jay E. Grenig

Appearances:

For the Association: Mary Virginia Quarles
Executive Director
Central Wisconsin UniServ Council
--West

For the District: Stephen L. Weld
Attorney at Law
Mulcahy & Wherry

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. The Cornell Education Association (Association) is the exclusive bargaining representative for the employees in a bargaining unit consisting of all employees of the School District of Cornell (District) engaged in teaching, including classroom teachers and librarians, excluding part-time teachers employed less than half-days.

The Association and the District were parties to a collective bargaining agreement which expired on June 30, 1983. On July 25, 1983, the District filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. An investigation was conducted by the WERC staff which disclosed that the parties were deadlocked in their negotiations. On November 16, 1983, the parties submitted to the WERC their final offers as well as a stipulation on matters agreed upon.

On November 21, 1983, the WERC certified that the conditions precedent to the initiation of mediation-arbitration had been met. The parties thereafter selected Jay E. Grenig as the Mediator/Arbitrator in this matter. The Mediator/Arbitrator was notified of his selection on December 6, 1983.

Mediation proceedings were conducted on February 21, 1984. The parties were unable to reach a voluntary settlement and the dispute was submitted to the Mediator/Arbitrator, serving in the capacity of arbitrator on the same date. The Association was represented by Mary Virginia Quarles, Executive Director, Central Wisconsin UniServ Council--West. The District was represented by Stephen L. Weld, Attorney at Law, Mulcahy & Wherry.

Upon receipt of the parties' briefs, the record was declared closed on April 2, 1984.

II. FINAL OFFERS

Two issues have been submitted to the Arbitrator for determination. The first relates to the appropriate adjustment to the salary schedule for the 1983-84 school year. The second relates to compensating teachers who teach more than six periods in a workday.

The District's final offer for the 1983-84 school increases the BA base salary from \$12,950 to \$13,600. It increases the step increment from \$460 to \$470 and the lane increment from \$150 to \$180. The District's final offer represents a wage increase of \$50,130 or 6.2% over the 1982-83 wage cost. In terms of total compensation, the District's final offer represents a \$74,987.70 increase, or a 7.1% increase over the 1982-83 wage and benefit costs.

The Association's offer increases the BA base salary from \$12,950 to \$13,350. In addition, it increases the step increment from \$460 to \$510 and the lane increment from \$150 to \$180. The Association's final offer represents a wage increase of \$57,440 or 7.1% over the 1982-83 wage cost. In terms of total compensation, the Association's final offer represents an increase of \$85,335.47 or 8.1% over the 1982-83 wage and benefit costs.

The Association has also proposed to add the following to the 1983-84 collective bargaining agreement:

TEACHER LOAD: Teachers of grades 7-12 who are assigned to a teaching load of no more than six (6) periods per workday shall be compensated in accordance with the provisions of the salary schedule. Teachers whose teaching loads exceed six (6) periods (not including study hall supervision) shall be compensated (in addition to their salary schedule) at 3% of their annual schedule salary for each additional period per semester or fraction thereof. This provision shall be implemented with the second semester of 1983-84.

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis.Stats. § 111.70(4)(cm)7) criteria:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost of living.
- f. The overall compensation presently received by the municipal employees, including direct wages, compensation, vacation, holidays, and excused time, insurance and pensions, medical and hospitalization bene-

fits, 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, factfinding, arbitration, or otherwise between the parties in the public service.

IV. DISCUSSION

A. WAGES

1. INTRODUCTION

The threshold issue in this proceeding is the selection of the comparable school districts to be used in comparing wages, hours and conditions of employment. Both parties use school systems in the Cloverbelt Athletic Conference. The Conference has 14 school districts in it. For football purposes the Conference is divided into a large school division and a small school division.

The District contends that the schools in the small school division are the appropriate comparables. It asserts that its comparables are consistent with arbitral precedent. The Association contends that the entire conference should be considered comparable to the District.

The purpose of comparing wages, hours and conditions of employment of comparable employers is to obtain guidance in determining the pattern of voluntary settlements among the comparables and the wage rates paid by these comparables for similar work. If there is no basis for departing from the comparables, an arbitrator, in giving effect to the prevailing wage practice in the comparables, relies upon precedent, adopting for the parties that which has been adopted by other parties through collective bargaining under similar circumstances. See Elkouri & Elkouri, How Arbitration Works 749 (3d ed. 1973). An award based upon application of this standard is not likely to be too far from the expectations of the parties.

In determining which districts are comparables, arbitrators should take into account size, geographical location, number of employees, enrollment and equalized valuation. See, e.g., Jt. Sch. Dist. No. 1, Village of Union Grove, Dec. No. 17198-A (Hutchison, 1980).

School districts in the same athletic conference have frequently been considered appropriate districts for making comparisons. See School District of Kaukauna, Dec. No. 18093 (Imes, 1981). Arbitrators have frequently made comparisons based upon the divisions of the Cloverbelt Conference. See Stanley-Boyd School District, Dec. No. 19252-A (Miller, 1982); School District of Neillsville, Dec. No. 18998-A (Fleischli, 1982); Stanley-Boyd School District, Dec. No. 18002-A (Imes, 1981).

CLOVERBELT ATHLETIC CONFERENCE

DISTRICT	FTE	ENROLLMENT	EQUALIZED VALUATION PER PUPIL
Altoona*	61.90	1,060	\$ 82,362
Auburndale	58.60	928	\$101,719
Cadott	68.64	1,033	\$ 84,698
Colby	82.10	1,312	\$105,290
CORNELL	45.00	755	\$ 71,792
Fall Creek*	52.38	860	\$ 84,383
Gilman*	46.50	734	\$102,369
Greenwood*	47.50	692	\$131,063
Loyal	51.25	823	\$108,518
Mosinee	108.25	1,955	\$114,651
Neillsville	80.57	1,267	\$125,125
Owen-Withee*	52.12	777	\$125,931
Stanley-Boyd	72.75	1,102	\$101,967
Thorp*	45.50	678	\$145,559

*Districts used by the District as comparables.

Although the District uses Altoona in making its comparisons, it asserts that Altoona should not be considered as a comparable because it is a larger school in a suburban area. However, it is in the small school division of the Conference and has an equalized valuation per pupil closer to that of the District than the other districts in the small school division. Accordingly, Altoona should be considered as a comparable. This is consistent with prior arbitral decisions. See, e.g., Stanley-Boyd School District, supra; School District of Neillsville, supra.

The teaching staff (measured by full-time equivalents or FTE) in the districts urged as comparables by the District range from a high of 61.90 to a low of 45.50. Two of the remaining districts (Auburndale and Loyal) in the conference have lower FTE's than the highest FTE in the District's comparables. One of the remaining district's (Loyal) FTE is lower than those of three of the comparables used by the District.

The enrollment in the comparables used by the District range from a high of 1,060 to a low of 678. Three of the remaining districts (Auburndale, Cadott and Loyal) have enrollments within that range. The enrollment of one of the remaining districts (Loyal) is lower than that of two of the six comparables used by the District.

With respect to equalized valuation per pupil, the range in the districts used by the District in its comparisons is from a high of \$145,559 (Thorp) to a low of \$82,362. All of the remaining districts have per pupil equalized valuations within this range. The equalized valuation of Cadott would place it in the bottom three of the districts used by the District. It should be noted that equalized valuation does not give a complete picture of the financial condition of a district because state aid may be higher in districts with low equalized valuation.

When teaching staff, enrollment and equalized valuation are considered, Auburndale and Loyal have teaching staffs, enrollments and equalized valuations within the range of the districts used by the District in making its comparisons. In addition, Cadott has an enrollment and equalized valuation within the range. Accordingly, it is concluded that the

following districts should be used in making comparisons of wages, hours and conditions of employment:

Altoona
Auburndale
Cadott
Fall Creek
Gilman
Greenwood
Loyal
Owen-Withee
Thorp

The remaining districts in the Conference are so much larger than the District that a comparison with them would not be of much assistance in determining which offer is more reasonable.

2. STATUTORY CRITERIA

a. Lawful Authority of the Employer. There is no contention that the District lacks the lawful authority to implement either offer.

b. Stipulations of the Parties. While the parties were in agreement on many facts, there were no stipulations with respect this issue.

c. Ability to Pay and Interests and Welfare of the Public. There is no contention that the District lacks the financial ability to pay either offer. The District contends that its offer "more reasonably addresses the public interest" because the Association's proposal far exceeds the wages being paid to the taxpayers in the District and the increases those taxpayers are receiving. However, in determining salary increases, the basis for comparison should generally be what is paid for work in a particular profession. Employees in a particular profession or working for a particular type of employer will usually have similar conditions of employment. Thus, the most persuasive comparisons are those involving teachers.

While the District is not a wealthy one and has suffered during the recession, economic conditions are usually similar throughout a regional economy and are reflected in the wage settlements of the comparable employers. The economic conditions merit special consideration only to the extent that they differ markedly from like factors found in the other comparable districts. See Prairie Farm School District, MED/ARB 1884 (Flagler).

d. Comparison of Wages, Hours and Conditions of Employment. Arbitrators in public education interest arbitrations have generally found a comparison of salary schedule benchmarks to be a reliable and predictable measure of comparability. The parties have both utilized the following benchmarks: BA-Min, BA-7th, BA-Max, MA-Min, MA-10th, MA-Max, and Schedule Max. The career earnings analysis of the Association has not been used in making the decision here. The method is based on a hypothetical situation and is not of sufficient reliability to base an arbitration award.

In determining the median and average salaries of the comparable districts, the District has not been used in the computations. Including the District would distort the computations.

TABLE NO. 1--BA--MIN 1982-1983

DISTRICT	SALARY
Altoona	\$13,225
Owen-Withee	13,100
Fall Creek	13,100
Auburndale	12,950
CORNELL	12,950
Cadott	12,900
Thorp	12,850
Loyal	12,820
Gilman	12,815
Greenwood	12,640
Median Salary \$12,900	
Average Salary \$12,933	

In 1982-1983, the District's BA-Min salary was \$50 more than the median and \$17 more than the average. The District tied for fourth place among the comparables in 1982-1983. In 1979-1980, the District tied for second with four other comparable districts; in 1980-1981 it ranked third; in 1981-1982 it ranked fourth.

TABLE NO. 2.--BA-MIN 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$14,025		
Fall Creek	13,900	800	6.1%
Auburndale	13,727	777	6.0%
DISTRICT	13,600	650	5.0%
Thorp	13,600	750	5.8%
Gilman	13,570	755	5.9%
Cadott	13,530	700	5.4%
Owen-Withee	13,500	400	3.1%
Greenwood	13,425	785	6.2%
ASSOCIATION	13,350	400	3.0%
Loyal	13,225	405	3.1%
Median Salary \$13,570			
Average Salary \$13,611			
Median Dollar Increase		\$752	
Average Dollar Increase		\$671	
Median Percent Increase		5.85%	
Average Percent Increase		5.20%	

*The 1983-1984 salary for Altoona teachers was determined in arbitration. The award is of little help in determining the voluntary pattern of settlements. Accordingly, the dollar and percent increase in Altoona have not been considered in determining the median and average increases. However, the actual salary paid in Altoona is relevant to determining the relative ranking of the District's teachers. Regardless of the manner in which the salary was determined, that is the salary received by teachers in that district.

The District's offer would maintain the District's fourth place position at this benchmark. The Association's offer would drop it to next to last. Both offers are below the median and average dollar and percentage increases.

TABLE NO. 3--BA--7th 1982-1983

DISTRICT	SALARY
Altoona	\$17,110
Auburndale	16,383
Fall Creek	16,244
Thorp	15,790
Cadott	15,738
CORNELL	15,710
Loyal	15,670
Owen-Withee	15,530
Gilman	15,525
Greenwood	15,200

Median Salary \$15,738
Average Salary \$15,910

In 1982-1983 the District's BA-7th salary was \$28 below the median and \$200 below the average. The District was ranked sixth among the comparables. In 1979-1980 and 1980-1981 it ranked third; in 1981-1982, fourth.

TABLE NO. 4--BA-7th 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$18,145		
Auburndale	17,366	983	6.0%
Fall Creek	17,236	992	6.1%
Thorp	16,540	750	4.7%
Cadott	16,494	756	4.8%
DISTRICT	16,420	710	4.5%
ASSOCIATION	16,410	700	4.4%
Loyal	16,405	735	4.7%
Gilman	16,320	795	5.1%
Owen-Withee	16,080	550	3.5%
Greenwood	15,875	675	4.4%

Median Salary \$16,494
Average Salary \$16,717

Median Dollar Increase* \$753
Average Dollar Increase* \$779

Median Percent Increase 4.75%
Average Percent Increase 4.91%

The offers of both the District and the Association are below the median and average dollar and percent increases. Both offers will maintain the District's relative position with the comparables.

TABLE NO. 5--BA--MAX 1982-1983

DISTRICT	SALARY
Altoona	\$20,440
Thorp	19,220
Greenwood	19,115
Loyal	18,995
Auburndale	18,973
Gilman	18,910
Cadott	18,576
Fall Creek	18,340
CORNELL	18,010
Owen-Withee	17,960

Median Salary \$18,973
Average Salary \$18,947

In 1982-1983 the District's BA--Max salary was \$963 below the median and \$937 below the average. The District ranked ninth. In 1979-1980 and 1980-1981 the District ranked eighth at this benchmark; in 1981-1982, ninth.

TABLE NO. 6--BA-MAX 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$21,675		
Loyal	20,115	1,120	5.9%
Auburndale	20,111	1,138	6.0%
Thorp	19,970	750	3.9%
Gilman	19,875	965	5.1%
Fall Creek	19,460	1,120	6.1%
Cadott	19,458	882	4.7%
ASSOCIATION	18,960	950	5.2%
DISTRICT	18,770	760	4.2%
Owen-Withee	18,660	700	3.9%
Greenwood**			

Median Salary \$19,970
Average Salary \$19,915

Median Dollar Increase \$965
Average Dollar Increase \$953

Median Percent Increase 5.1%
Average Percent Increase 5.1%

**Changes in the Greenwood salary schedule preclude a meaningful comparison at this benchmark.

Both offers are below the average and median dollar increase, although the Association's is closer than the District's. The Association's offer is .1% higher than the average and median percent increase, while the District's is 1.0% lower. Both offers will improve the District's relative salary position at this benchmark.

TABLE NO. 7--MA--MIN 1982-1983

DISTRICT	SALARY
Owen-Withee	\$14,350
Altoona	14,300
Auburndale	14,245
Loyal	14,195
Fall Creek	14,148
CORNELL	14,000
Thorp	13,990
Cadott	13,900
Gilman	13,730
Greenwood	13,440

Median Salary \$14,148
Average Salary \$14,033

The District ranked \$148 below the median and \$33 below the average. It ranked sixth among the comparables in 1982-1983, third in 1979-1980, tied for fifth in 1980-1981, and fourth in 1981-1982.

TABLE NO. 8--MA-MIN 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$15,165		
Auburndale	15,102	857	6.0%
Loyal	15,025	405	3.1%
Fall Creek	15,012	800	6.1%
DISTRICT	14,860	650	5.0%
Gilman	14,820	755	5.9%
Owen-Withee	14,750	400	3.1%
Thorp	14,740	750	5.8%
Cadott	14,730	700	5.4%
ASSOCIATION	14,610	400	3.0%
Greenwood	14,425	785	6.2%

Median Salary \$14,820
Average Salary \$14,863

Median Dollar Increase \$752
Average Dollar Increase \$682

Median Percent Increase 5.85%
Average Percent Increase 5.20%

Both offers are below the median and average dollar increases at this benchmark. The District's offer is \$102 under the median and \$32 under the average; the Association's offer is \$352 under the median and \$282 under the average.

The District's offer is .85% below the median percent increase and .2% below the average percent increase. The Association's offer is 2.85% below the median and 2.2% below the average.

The District's offer would move its relative salary position at this benchmark from sixth to fifth. The Association's offer would move it from sixth to ninth.

TABLE NO. 9--MA-10th 1982-1983

DISTRICT	SALARY
Altoona	\$20,310
Auburndale	19,362
Fall Creek	18,864
Loyal	18,695
Owen-Withee	18,670
Thorp	18,670
Cadott	18,382
CORNELL	18,140
Gilman	17,865
Greenwood	17,530
Median Salary	\$18,670
Average Salary	\$18,705

In 1982-1983 the District's salary at this benchmark was \$530 below the median and \$565 below the average. The District ranked eighth among the comparables in 1982-1983. In 1979-1980 the District ranked sixth; and in 1980-1981 and 1981-1982 it ranked seventh.

TABLE NO. 10--MA-10th 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$21,539		
Auburndale	20,526	1,164	6.0%
Fall Creek	20,016	1,152	6.1%
Loyal	19,795	1,100	5.8%
Thorp	19,420	750	4.0%
Cadott	19,401	1,019	5.5%
Owen-Withee	19,295	625	3.3%
ASSOCIATION	19,200	1,060	5.8%
DISTRICT	19,090	950	5.2%
Gilman	19,045	1,180	6.6%
Greenwood	18,675	1,145	6.5%
Median Salary	\$19,420		
Average Salary	\$19,745		
Median Dollar Increase	\$1,059		
Average Dollar Increase	\$1,016		
Median Percent Increase	5.9%		
Average Percent Increase	5.5%		

The Association's offer is \$1 above the median dollar increase and \$44 above the average. The District's offer is \$109 below the median and \$66 below the average.

The Association's offer is .1% below the median percent increase and .3% above the average. The District's offer is

.7% below the median percent increase and .3% below the average.

Both offers will maintain the District's relative salary position among the comparables at this benchmark.

TABLE NO. 11--MA--MAX 1982-1983

DISTRICT	SALARY
Altoona	\$23,315
Loyal	22,195
Thorp	21,790
CORNELL	20,900
Gilman	20,895
Cadott	20,872
Fall Creek	20,436
Auburndale	20,398
Greenwood	20,290
Owen-Withee	20,110
Median Salary \$20,872	
Average Salary \$21,144	

In 1982-1983 the District's salary at this benchmark was \$28 above the median and \$244 below the average. It ranked fourth among the comparables. It has ranked fourth at this benchmark since 1979-1980.

TABLE NO. 12.--MA-MAX 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$24,725		
Loyal	23,505	\$1,310	5.9%
Thorp	22,540	750	3.4%
ASSOCIATION	22,260	1,360	6.5%
Gilman	22,215	1,320	6.3%
Greenwood**			
Cadott	21,996	1,124	5.4%
DISTRICT	21,910	1,010	4.8%
Fall Creek	21,684	1,428	7.0%
Auburndale	21,624	1,226	6.0%
Owen-Withee	20,810	700	3.5%
Median Salary		\$22,105	
Average Salary		\$22,387	
Median Dollar Increase		\$1,226	
Average Dollar Increase		\$1,122	
Median Percent Increase		5.9%	
Average Percent Increase		5.4%	

** Changes in the Greenwood salary schedule preclude a meaningful comparison of it at this benchmark.

The Association's offer is \$134 above the median dollar increase and \$157 below the average increase. The District's

offer is \$216 below the median dollar increase and \$193 below the average.

The Association's offer is .6% above the median percent settlement and 1.1% above the average percent increase. The District's offer is .6% below the median percent increase and 1.0% below the average percent increase.

The Association's offer would keep the District in fourth place at this position on the salary schedule. The District's would drop it to seventh.

TABLE NO. 13--SCHED MAX 1982-1983

DISTRICT	SALARY
Altoona	\$27,046
Loyal	22,825
Thorp	22,585
Cadott	22,222
CORNELL	21,660
Auburndale	21,564
Fall Creek	21,222
Gilman	21,095
Greenwood	21,040
Owen-Withee	20,970

Median Salary \$21,564
Average Salary \$22,285

The District's salary at this benchmark is \$96 above the median and \$721 below the average. The District was in fifth place among the comparables in 1982-1983. In 1979-1980 the District was in fourth place; in 1980-1981 it was in sixth place; and in 1981-1982 it was in seventh place.

TABLE NO. 14--SCHED MAX 1983-1984

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Altoona*	\$28,682		
Loyal	24,105	\$1,280	5.6%
Cadott	23,546	1,324	5.9%
Thorp	23,335	750	3.3%
ASSOCIATION	23,130	1,470	6.8%
Greenwood**			
Auburndale	22,862	1,298	6.0%
DISTRICT	22,740	1,080	5.0%
Fall Creek	22,518	1,296	6.1%
Gilman	22,465	1,370	6.5%
Owen-Withee	21,670	700	3.3%

Median Salary	\$23,098
Average Salary	\$23,647
Median Dollar Increase	\$1,296
Average Dollar Increase	\$1,145
Median Percent Increase	5.9%
Average Percent Increase	5.2%

**Because of changes in the Greenwood salary schedule at this benchmark, a meaningful comparison is not possible.

The Association's offer is \$174 above the median dollar increase at this benchmark and \$325 above the average dollar increase. The District's offer is \$216 below the median and \$65 below the average increase. Both offers are equidistant from the median percent increase, while the District's is closer to the average percent increase.

The District's offer would drop the District from fifth to sixth place among the comparables at this benchmark. The Association's would keep it in fifth place.

The District costs the Association's wage package at 7.1% and the District's wage package at 6.2%. According to the record, the percentage increase of the 1983-84 wage increases of the comparables is as follows:

Altoona	9%
Auburndale	8.8%
Cadott	6.7
Fall Creek	7.2%
Gilman	7.1%
Greenwood	Unavailable
Loyal	Unavailable
Owen-Withee	5%
Thorp	6.8%
<u>AVERAGE</u>	<u>7.2%</u>
MEDIAN	7.1%

The District's offer is 1.1% below the average and the Association's is .1% below. The Association's offer is the same as the median and the District's is .9% below.

The District also points out that other unionized employees in the District received an average wage increase of 5.82%. However, this increase involves only six support personnel. While settlements between an employer and its other bargaining units are entitled to great weight in order to

promote stable labor relations, a settlement with six employees is not of sufficient significance to establish a pattern of settlement in the District.

While comparisons of settlement patterns with private industry and other public sector employers may be of some help, they are not as helpful as comparisons with wages of teachers in comparable school teachers. The conditions of employment are simply too dissimilar to make meaningful comparisons possible.

e. Changes in the Cost of Living. Both offers exceed the increase in the cost of living as measured by the Consumer Price Index. The District's offer is closer to the increase in the cost of living than the Association's.

f. Overall Compensation. While there are some differences in health and welfare benefits received by employees in the District and employees in the comparable districts, the record shows that District employees generally receive benefits equivalent to those received by employees in the comparable districts.

g. Changes During the Pendency of Arbitration Proceedings. No relevant changes during the pendency of the arbitration proceedings were brought to the Arbitrator's attention.

h. Other Factors. This criterion recognizes that collective bargaining is not isolated from those factors which comprise the economic environment in which bargaining occurs. See Cudahy Schools, Dec. No. 19635 (Gundermann, 1982); Madison Schools, Dec. No. 19133 (Fleischli, 1982).

There is no evidence that the Employer has had to or will have to reduce or eliminate any services, that it will have to engage in long term borrowing, or that it will have to raise taxes if either offer is accepted. Further, the record does not show that the District is less able to pay than the comparable districts.

3. CONCLUSION

Both offers are below the settlement pattern established by the comparables at the BA--Min and BA--7th benchmarks. Both offers would maintain the District's relative position at these benchmarks.

Both offers are below the pattern of settlement established by the comparables at the BA-Max benchmark. However, the Association's offer is substantially closer to the median and average dollar and percent increases of the comparables. Both offers would improve the District's relative position at this benchmark.

At the MA-Min benchmark, both offers are below the median and average dollar and percent increases. The District's offer is closer to the settlement pattern and would improve the District's relative position at this benchmark.

At the MA-10th the Association's offer is virtually identical to the median dollar and median percent increases. It is also closer to the average dollar and average median increases than the District's. Both offers will maintain the District's position at this benchmark.

At MA-Max the Association's offer is closer to the average and median dollar increases. Both offers are almost equidistant from the average and median percent increases. Arbitrators have generally indicated that greater weight should be placed upon the monetary increases of the comparable districts than the percentage increases. Waukesha County

Technical Institute, Dec. No. 18804-A (Gundermann, 1982); Hartford Union High School District, Dec. No. 18845-A (Zeidler, 1982). Dollar increases more accurately reflect the real increase in salary.

At SCHED Max, the Association's offer is closer to the median dollar increase. While the District's offer is closer to the average dollar increase, the median is a more accurate indicator since the average can be more easily distorted. The two offers are equidistant from the median percent increase. The Association's offer would maintain the relative position while the District's will drop it to sixth.

Thus, the Association's offer compares substantially more favorably with the settlement rates of the comparables at four of the seven benchmarks (BA Max, MA 10th, MA Max and Sched Max). At three of the benchmarks (BA Min, BA 7th and MA Min), the District's offer compares slightly more favorably with the settlement rates of the comparables. Because 20 of the 45 teachers are point on the maximum wage rate in their lane, these rates of more importance than BA Min, BA 7th and MA Min.

In addition, the Association's offer is virtually identical to the average and median wage package costs of the comparables.

Based upon the comparison of the increases at the benchmarks and the increases in the wage package costs, it is concluded that the Association's wage offer is more reasonable than the District's.

B. TEACHER LOAD

1. DISCUSSION

Currently junior and senior high school teachers in the District have an eight-period day. All teachers are given one period for preparation. Six of the nineteen teachers in the District high school teach seven periods of instructional time. The remaining 13 teachers teach six instructional periods. These 13 teachers are assigned to study hall or similar assignments for the seventh period. While no teacher who teaches a seventh period loses preparation time as a result of the assignment, teachers with an extra class generally have more papers to grade, more lessons to plan, and more projects to set up.

The District contends that the Association's proposal represents a fundamental change in the collective bargaining agreement and should not imposed through arbitration. On the other hand, the Association says that its proposal falls within the procedures in place in the comparable districts.

The Association contents it is not seeking to prevent the District from assgning additional classes; it says it is only seeking compensation for those who teach classes in excess of the normal teaching load.

Noting that some of the six teachers may have volunteered to teach the seventh period, the District argues that the affected membership does not want the proposal. First, the fact that some persons may have volunteered to teach a seventh period does not compel the conclusion that they would not like additional pay for the extra work. In addition, not all the teachers assigned a seventh period are volunteers.

Second, in collective bargaining, the exclusive representative negotiates on behalf of the bargaining unit members. Accepting an employer's argument that the exclusive

representative's position is not supported by some individuals in the bargaining unit could fragment the bargaining unit and be destructive of the bargaining process.

Of the comparable districts, the following have some language in their current contracts relating to the question of teacher loads:

Altoona
Auburndale
Fall Creek
Greenwood
Gilman

In Auburndale, an additional class assignment results in a 20% increase in a teacher's base salary. In Altoona teachers receive \$1,353 for teaching a sixth period. Fall Creek teacher receive 1/7th salary in a seven-period day and 1/8th or 1/4th salary in an eight-period day. The contract in Greenwood requires that all conditions of employment, including teaching hours, "be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed" In Gilman teachers may grieve overloads. In Gilman an overload exists when a teacher has no preparation period.

In addition, the board and teachers in Loyal have formed a study committee to examine the question of overloads.

2. CONCLUSION

It would seem equitable to pay those teachers who take on teaching duties and responsibilities over and above those required of the other teachers something in addition to the regular wage. However, the purpose of interest arbitration is not to do "equity," but, through the use of the statutory criteria, to try and determine what the parties would have agreed to had they reached a voluntary settlement. This is a rather difficult task given the fact that the parties would not be in arbitration had they been able to reach a voluntary settlement. Consequently, great reliance is given to how other comparable districts have settled similar disputes.

While arbitrators generally view the bargaining process and not arbitration as the means by which fundamental changes in relationships should be achieved, the Association's proposal is not a fundamental change. In addition, it is not pattern setting. The District already assigns some teachers to teach more than six periods. The Association proposal does not prevent this. It only asks that teachers who teach more than six periods receive payment for this extra work.

Since five of the nine comparables already have language approximating that proposed by the Association, the Association's proposal is not pattern setting. Although the practices in this regard are varied, the comparables tend to slightly favor the Association's proposal.

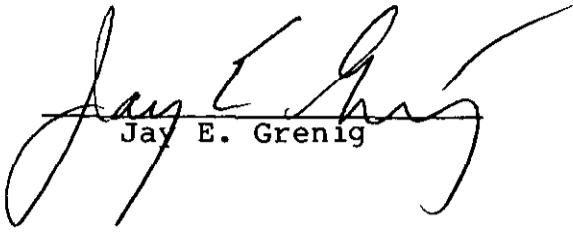
V. AWARD

Both parties have presented excellent briefs, examining all aspects of the offers. While all the arguments in the briefs have not been specifically addressed in this decision, all the arguments have been considered in making this award.

Having considered all the arguments and relevant evidence submitted in this matter, it is concluded that the final offer of the Association is more reasonable and is hereby selected. The parties are directed to incorporate in-

to their collective bargaining the Association's final offer together with all previously agreed upon items.

Executed at Waukesha, Wisconsin, this 21st day of May, 1984.


Jay E. Grenig