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In the Matter of the Petition of  
WAUSAUKEE EDUCATION ASSOCIATION

To Initiate Mediation-Arbitration  
Between Said Petitioner and

SCHOOL DISTRICT OF WAUSAUKEE  
\_\_\_\_\_

Case No. 20  
No. 33374 MED/ARB-2763  
Decision No. 21970-A  
Stanley H. Michelstetter II,  
Mediator-Arbitrator

APPEARANCES:

Jabas and Morrison, S.C., Attorneys at Law, by James A. Morrison,  
appearing on behalf of the Employer.

Robert Arends, UniServ Director, appearing on behalf of the  
Association.

MEDIATION-ARBITRATION AWARD

The Wisconsin Employment Relations Commission, having on, September 13, 1984, appointed the Undersigned as mediator-arbitrator, pursuant to Sec. 111.70 (4)(cm) 6 Wis. Stats., with respect to the above-entitled dispute and pursuant to said statute, mediation having been conducted on December 17, 1984, without a resolution of the dispute; and the Undersigned having conducted hearing in the matter on January 24, 1985, in Wausaukee, Wisconsin, and each party having filed briefs and post-hearing briefs the last of which was received March 29, 1985 1/.

ISSUES

The following is a summary of the issues presented by the final offers of the parties:

1. 1984-85 Salary: The proposed schedule of the Association (Appendix A) and Employer (Appendix B) and current schedule (Appendix C) are attached as Appendices A, B, and C.
2. Extra Curricular: The parties have stipulated that this issue not be considered.
3. The Association proposes to change the current \$500.00 per semester payment to each teacher assigned to teach over five periods per day to \$550.00 and the current \$7.50 per hour payment to elementary teachers who do not receive preparation time equal to high school staff to \$8.20 per hour. The Employer proposes no change.
4. The Association proposes a one year term August 1, 1984 to July 31, 1985. The Employer proposes a two year term, August 1, 1984 to July 31, 1986 with three articles being open for "clarification" effective August 1, 1985 2/.
5. The Employer propose that the current fully paid health and dental insurance language be changed to provide dollar amount maximums equal to the premiums it paid in 1984-85. The Association wishes to keep the current language.
6. The Employer proposes to change the last date by which it contractually may notify a teacher of layoff for the following year from February 9, to the statutory date. The Association proposes to keep the February 9 date.

1/ The parties waived notice of intent to arbitrate.

2/ During the hearing, the Employer interpreted the term "clarification" to mean "renegotiation".

WAGES  
POSITIONS OF THE PARTIES

The essence of the Association's position is that it seeks to regain its 1982-83 favorable relative position in CESA 8 at all the benchmarks relating to existing employees, while retaining all benefits levels. The essence of Employer's position is to limit its total package cost while establishing a good bargaining position for the next agreement.

The Association relies upon wage comparisons in the state as a whole and benchmark comparisons to salary schedules of teachers in the school districts of CESA 8; Florence, Marinette, Crivetz, Niagara, Pembine, Peshtigo, Bonduel, Wittenberg, Coleman, Clintonville, Shawano, Oconto, Oconto Falls, Suring, Gillett, Lena, Menominee Indian, Laona, Crandon, Marion, White Lake, Wabeno, Tigerton, Bowler, Goodman. It urges the use of the whole state as a comparison because it is a statistically larger sampling, state fiscal policies affect all schools, the "trickle down" effect will continue to operate and the labor market for teachers is state wide. It relies upon CESA 8 as a comparison because other mediator-arbitrators have used it; it is a much larger data base for comparison; the school district and CESA 8 all share the same regional and political ties; Wausaukee is among the upper quarter of the school districts "in term of effort to educate their children and local economic wherewithall." It notes teachers earn substantially less than other professions. It also argues personal income has grown by 9.8% in 1984, inflation for 1984 was 4% and unit teachers wages have been substantially eroded by inflation over the last decade. The Association objects to the deletion of the lanes in its salary schedule for which it made significant sacrifices in the last negotiations. It notes college degree lanes of its schedule are far more comparable to any set of comparisons the Employer offers. It also agrues the Employer's schedule results in employees at step BA+7 receiving a salary rate lower than any district in CESA 8. It agrues that Wausaukee should have at least average increases at each given benchmark because other schools have longevity. It also argues that its salary schedule level per step increase is 9.6%, while the Employer's is 3.2%, compared to 6.8% average in CESA 8.

The Employer takes the position that its total package percentage increase is more appropriate than the Association's. It argues its increase is well within the state wide averages while the Union's exceeds state, CESA 8 and M and O athletic conference averages. It also argues its increase is designed to remedy serious imbalances in the salary structure and the health cost spiral. The Employer urges the use of the M and O athletic conference because it includes schools in Marinette and Oconto Counties which share the same economic base while CESA 8 includes larger schools and schools with a more industrial or different agricultural base. It argues that athletic conferences share a closer community of interest. The primary data supplied by the parties related to benchmark analysis. On this basis, the Employer argues that its BA and MA base offer is designed to correct the low wages at this level while its proposal at the BA maximum, MA maximum and schedule maximum are adequate to keep these very high wage rates at an appropriate level. It argues that the Association's exhibit A13 demonstrates the Association's offer is more unreasonable (Association per sell increase 9.62%, Employer 3.2%, CESA 8 average 7.6% or 6.8%). It argues the foregoing analysis ignores the minimum 5% increase guarenteed to each teacher by the Employer. It argues that its offer gives wage increases to unit employees which are generally more nearly equal to each other than the Association's.

DISCUSSION  
1. Comparability

The Association relied on CESA 8 as its comparability group, the Employer relied upon the M and O Athletic Conference which includes Niagara, Crivetz, Suring, Wausaukee, Gillett, Peshtigo, Lena, and Coleman, all of which school districts are in the CESA 8. The surrounding school districts (occasionally used by the Association) are Crivetz, Marinette, Pembine, Oconto, Wabeno, and Goodman, all of which are in CESA 8.

Neither party submitted data with respect to either the number of students or number of teachers in any of the other districts. The Association submitted data with respect to spending per pupil, total

equalized valuation and levy rate. Both parties submitted information as to location of the districts and comparison of the wage rates. The wage rate comparison data demonstrates that in any set of comparables there is a substantial difference between the wages paid among the districts. 1) The data submitted is otherwise insufficient to establish a definitive set of comparables. The parties have agreed upon the M and O Athletic Conference which shall be used as the primary set of comparables. Because there is a substantial similarity of the wage rates in the M and O Conference and CESA 8, CESA 8 is also used as a secondary set of comparables.

The following is a set of comparisons in CESA 8 (including the athletic conference):

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

BA MIN 83-84			BA MIN 84-85		
RANK	SCHOOL NAME	VALUE	RANK	SCHOOL NAME	VALUE
1	Marinette	\$14,094		Crivitz	\$16,204
2	Shawano	\$14,019		Marinette	\$15,012
3	Oconto Falls	\$13,950		Coleman	\$15,000 (BFO)
4	Niagara	\$13,908		Shawano	\$14,930
5	Tigerton	\$13,900		Oconto Falls	\$14,890
6	Coleman	\$13,900		Tigerton	\$14,875
7	Gillet	\$13,780		Coleman	\$14,804 (AFO)
8	Oconto	\$13,760		Oconto	\$14,800
9	Crivitz	\$13,739		Gillet	\$14,648
10	Florence	N/S		Marion	\$14,500
11	Bonduel	\$13,735		Florence	N/S
12	Wittenberg	\$13,725		Bonduel	N/S
13	Marion	\$13,570		Wittenberg	N/S
14	Peshtigo	\$13,550		Niagara	\$14,495
15	Bowler	\$13,525		Peshtigo	\$14,450
16	Suring	\$13,450		Bowler	\$14,400
17	Clintonville	\$13,100		Suring	\$14,300
18	Menominee Tchrs	\$13,050		Clintonville	\$14,000
19	Crandon	\$12,800		AFO & BFO	\$14,000
20	Wabeno	\$12,750		Menominee Tchrs	\$13,925
21	Pembine	\$12,609		Lena	\$13,900 (BFO)
22	Lena	\$12,600		Pembine	N/S
23	White Lake	\$12,525		Wabeno	\$13,850
24	Laona	\$12,380		Crandon	\$13,800
25	Wausaukee	\$12,200		Lena	\$13,457 (AFO)
26	Goodman	\$12,066		Laona	\$13,310
				White Lake	\$13,089
				Goodman	\$12,913

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

BA 7TH 83-84			BA 7TH 84-85		
RANK	SCHOOL NAME	VALUE	RANK	SCHOOL NAME	VALUE
1	Shawano	\$17,705	1	Crivitz	\$20,301
2	Florence	N/S	2	Florence	N/S
3	Niagara	\$17,664	3	Shawano	\$18,856
4	Oconto Falls	\$17,550	4	Marinette	\$18,615
5	Crivitz	\$17,533	5	Oconto Falls	\$18,562
6	Marinette	\$17,477	6	Peshtigo	\$18,482
7	Wittenberg	\$17,349		Wausaukee	\$18,444 (AFO)
8	Peshtigo	\$17,330	7	Wittenberg	N/S
9	Tigerton	\$17,136	8	Niagara	\$18,342
10	Pembine	\$17,106	9	Tigerton	\$18,337
11	Bonduel	\$17,031	10	Pembine	N/S
12	Coleman	\$17,020	11	Bonduel	N/S
13	Oconto	\$16,910	12	Coleman	N/Info
14	Crandon	\$16,808	13	Crandon	\$18,047
15	Gillet	\$16,790	14	Oconto	\$17,950
16	Bowler	\$16,771	15	Bowler	\$17,856
			16	Gillet	\$17,848

3/ School District of Crandon (Decision No. 20171-A) 6/85, Haferbecker, and Florence County (19382-A) 9/83, Rothstein, cannot be evaluated without full data.

17	Menominee Tchrs	\$16,704	17	Menominee Tchrs	\$17,824
18	Wausaukee	\$16,690	18	Wabeno	\$17,750
19	Suring	\$16,678	19	Suring	\$17,732
20	Wabeno	\$16,500	20	White Lake	\$17,607
21	Marion	\$16,412	21	Lena	N/Info
22	Lena	\$16,350	22	Marion	\$17,405
23	White Lake	\$16,283	23	Clintonville	\$17,210
24	Clintonville	\$16,142	24	Goodman	\$17,206
25	Laona	\$15,870	25	Laona	\$17,120
26	Goodman	\$15,780	26	Wausaukee	\$16,755 (BFO)

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

<u>BA MAX 83-84</u>			<u>BA MAX 84-85</u>		
<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>	<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>
1	Crivitz	\$23,222	1	Crivitz	\$25,286
2	Peshtigo	\$23,000	2	Coleman	\$22,057 (AFO)
3	Marinette	\$21,987	2	Peshtigo	\$24,530 (AFO)
4	Florence	N/S	3	Wausaukee	\$23,629 (AFO)
5	Wausaukee	\$21,929	3	Oconto Falls	\$23,451
6	Oconto Falls	\$21,750	4	Florence	N/S
7	Pembine	\$21,604	4	Marinette	\$23,419
8	Wittenberg	\$21,582	6	Pembine	N/S BFO
9	Niagara	\$21,418	7	Wittenberg	N/S \$23,160
10	Coleman	\$21,180	8	Shawano	\$22,484
11	Shawano	\$21,112	9	Niagara	\$22,314
12	Menominee Tchrs	\$20,489	11	Coleman	\$22,280 (BFO)
13	Tigerton	\$20,372	12	Menominee Tchrs	\$21,862
14	Gillet	\$20,360	13	Tigerton	\$21,799
15	Bonduel	\$20,328	14	Gillet	\$21,643
16	Clintonville	\$20,198	15	Bonduel	N/S
17	Crandon	\$20,148	16	Crandon	\$21,586
18	Oconto	\$20,060	17	Clintonville	\$21,490
19	White Lake	\$20,040	18	White Lake	\$21,372
20	Bowler	\$20,017	19	Bowler	\$21,312
21	Suring	\$19,906	20	Suring	\$21,164
22	Wabeno	\$19,625	21	Oconto	\$21,100
23	Lena	\$19,475	22	Wabeno	\$21,000
24	Marion	\$19,468	24	Laona	\$20,930
25	Laona	\$19,360	25	Goodman	\$20,784
26	Goodman	\$18,875	25	Lena	\$20,779- AFO
			26	Lena	\$20,775- BFO
			26	Marion	\$20,545

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

<u>MA MIN 83-84</u>			<u>MA MIN 84-85</u>		
<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>	<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>
1	Marinette	\$16,067	1	Crivitz	\$17,676
2	Florence	N/S	2	Florence	N/S
3	Coleman	\$15,250	4	Marinette	\$17,114
4	Shawano	\$15,154	5	Bonduel	N/S
5	Bonduel	\$15,109	5	Coleman	\$16,350 BFO
6	Crivitz	\$15,102	6	Coleman	\$16,241 AFO
7	Niagara	\$15,021	6	Shawano	\$16,139
8	Oconto Falls	\$14,950	7	Niagara	\$16,002
9	Wittenberg	\$14,935	8	Tigerton	\$15,901
10	Gillet	\$14,905	9	Wittenberg	N/S
11	Tigerton	\$14,859	10	Oconto Falls	\$15,895
12	Peshtigo	\$14,770	11	Peshtigo	\$15,895
			12	Gillet	\$15,844

13	Oconto	\$14,660	13	Oconto	\$15,800
14	Marion	\$14,638	14	Wausaukee	\$15,750
15	Bowler	\$14,607	15	Wabeno	\$15,580
16	Menominee Tchrs	\$14,486	16	Marion	\$15,568
17	Wabeno	\$14,450	17	Bowler	\$15,552
18	Suring	\$14,450	18	Menominee Tchrs	\$15,457
19	Clintonville	\$14,410	19	Clintonville	\$15,410
20	White Lake	\$14,404	20	Suring	\$15,300
21	Pembine	\$14,366	21	Pembine	N/S
22	Crandon	\$14,050	22	Crandon	\$15,150
				Lena	\$15,000
23	Laona	\$13,830	23	White Lake	\$14,992
24	Lena	\$13,700			
25	Goodman	\$13,371	25	Laona	\$14,860
				Lena	\$14,632
26	Wausaukee	\$12,800	26	Goodman	\$14,157

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

<u>MA MAX 83-84</u>			<u>MA MAX 84-85</u>		
<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>	<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>
1	Florence	N/S	1	Florence	N/S
2	Peshtigo	\$25,075	2	Crivitz	\$27,140
3	Marinette	\$25,065	3	Peshtigo	\$26,980
4	Crivitz	\$24,690	4	Marinette	\$26,697
				Wausaukee	\$26,003 (AFO)
5	Niagara	\$24,034	5	Niagara	\$25,620
6	Coleman	\$23,890			
7	Wausaukee	\$23,803		Coleman	\$25,443 (AFO)
			8	Shawano	\$25,291
8	Shawano	\$23,747	9	Clintonville	\$25,090
9	Clintonville	\$23,642		Coleman	\$24,990 (BFO)
			10	Bonduel	N/S
10	Bonduel	\$23,570	11	Pembine	N/S
11	Pembine	\$23,531	12	Wittenberg	N/S
12	Wittenberg	\$23,479	13	Oconto Falls	\$25,054
13	Oconto	\$23,410		Wausaukee	\$24,910
			14	Oconto	\$24,900
14	Oconto Falls	\$23,335	15	Suring	\$24,480
15	Suring	\$23,120		Lena	\$24,201 (AFO)
16	Lena	\$22,660		Lena	\$23,960 (BFO)
			17	Menominee Tchrs	\$23,951
17	Menominee Tchrs	\$22,446	18	Gillett	\$23,668
18	Gillett	\$22,265	19	White Lake	\$23,549
19	Marion	\$22,171	20	Laona	\$23,380
20	White Lake	\$21,919	21	Crandon	\$23,329
21	Tigerton	\$21,778	22	Tigerton	\$23,293
22	Laona	\$21,630	23	Marion	\$23,293
23	Crandon	\$21,585	24	Wabeno	\$22,950
24	Wabeno	\$21,325	25	Goodman	\$22,694
25	Bowler	\$21,099	26	Bowler	\$22,464
26	Goodman	\$20,384			

RANKINGS OF CESA #8 BENCHMARKS  
1983-84 and 1984-85

<u>SCHED MAX 83-84</u>			<u>SCHED MAX 84-85</u>		
<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>	<u>RANK</u>	<u>SCHOOL NAME</u>	<u>VALUE</u>
1	Florence	N/S	1	Florence	N/S
2	Marinette	\$27,263	2	Marinette	\$29,039
3	Crivitz	\$26,086	3	Crivitz	\$28,434
4	Niagara	\$26,037	4	Niagara	\$28,287
5	Pembine	\$25,578	5	Pembine	N/S
6	Peshtigo	\$25,235	6	Peshtigo	\$27,155
7	Bonduel	\$24,726	7	Bonduel	N/S
				Wausaukee	\$26,665 (AFO)
				Coleman	\$25,992 (AFO)
8	Wittenberg	\$24,441	8	Wittenberg	N/S
9	Coleman	\$24,340			
10	Clintonville	\$24,327	10	Shawano	\$25,828

11	Wausaukee	\$24,255						
12	Shawano	\$24,252	12	Clintonville	\$25,800			
				Wausaukee	\$25,500	(BFO)		
13	Oconto	\$23,810	13	Oconto Falls	\$25,489			
				Coleman	\$25,443	(BFO)		
14	Oconto Falls	\$23,765	14	Oconto	\$25,400			
15	Suring	\$23,600	15	Suring	\$25,120			
				Lena	\$25,082	(AFO)		
16	Gillett	\$23,535	16	Gillett	\$25,018			
17	Lena	\$23,485						
18	Menominee Tchrs	\$22,968	18	Crandon	\$24,788			
				Lena	\$24,782	(BFO)		
19	Laona	\$22,860	19	Laona	\$24,700			
20	Crandon	\$22,660	20	Menominee Tchrs	\$24,508			
21	Marion	\$22,599	21	White Lake	\$24,289			
22	White Lake	\$22,545	22	Wabeno	\$23,745			
23	Wabeno	\$22,005	23	Marion	\$23,721			
24	Tigerton	\$21,778	24	Tigerton	\$23,293			
25	Bowler	\$21,640	25	Goodman	\$23,126			
26	Goodman	\$20,685	26	Bowler	\$23,040			

There are 48.04 full time equivalent teachers. Of these, 21 3/4 are in the areas of the schedule which I conclude are most heavily influenced by the BA plus 7 increase, while 14.8 are in areas influenced by the BA maximum. One person at the MA + 10 level, 7 at the MA maximum and 3 influenced by the schedule maximum. At the BA + 7 level there simply is no justification for the Employer's proposal, while the BA maximum level, the Association's proposal tends to increase the unit's relative rank while the Employer's reduces it.

The Employer has costed the Association's total salary increase at 12.55% and total package increase at 13.79%. It did not offer a costing of its own package. The Association's data provides a wage increase of 5.6% for the Employer's and 12.5% for the Association's offers. No comparisons of comparable calculations were offered. The 1983-84 CPI-U percent charge was 4.7%. As evidenced by Schedule comparisons the Association's offer is definitely higher than the trend in the area and the Employer's offer is obviously low. The Undersigned is not aware of any voluntary settlements at the Association's total package level without significantly unusual considerations not present here. On this record, it is not possible to tell who is more out of line. One Method of estimating, favoring the Employer, by substituting the 5.6% figure in the Association's equalized level wage per cell increase (Exhibit 3), suggests the Employer's offer is equally as disparate as the Association's, when compared to CESA 8.

In the last collective bargaining agreement between the parties the Association obtained an increased number of lanes in its schedule. At the higher masters level, this is a model among the Athletic Conference schools but at the BA and early MA levels, this schedule is clearly comparable to most of the Athletic Conference. The following is a comparison.

Coleman	B	B6	B12	B18	B24	B30	M	M6	M12
Crivetz	B	B6	B12	B18	B24	MB30		M6,M36	M12,B42
Gillett	B		B12		B24	MB36			M15
Lena	B	B8	B15		B24	M		M8	M15
Niagara	B	B6	B12	B18	B24	MB36		M6,M42	M12,18,24,30 48,54,60,66
Peshtigo	B	B6	B12	B18		MB30		M6	
Suring	B	B6	B12	B18	B24	M		M6	M12

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Wausaukee									
Assoc. Position	B	B6	B12	B18	B24	MB30		M6,B36	B42,48,54,30
Employer Position	B		B12		B24	M		M12	M24

The Employer's proposals return the schedule to the worst in the Conference. Again, with respect to where the bulk of the teachers are placed in the schedule, there is no comparison justification for the Employer's proposal. The following historical comparison to CESA 8 at the benchmarks establishes that there has been a steady erosion of the once favorable position of the unit held among the comparables.

HISTORICAL RANK ANALYSIS OF CESA #8 BENCHMARKS  
 COMPARED TO WAUSAUKEE

Benchmark	Wausaukee 1981-82 CESA 8 Rank	Wausaukee 1982-83 CESA 8 Rank	Wausaukee 1983-84 CESA 8 Rank	1984-85 Ass'n Fin.Offer	1984-85 Board Fin.Offer	Ass'n Rank Change	Board Rank Change
BA+7 Min	19	20	25	18	18	+7	+7
BA-7th Step	5	8	18	8	26	+10	-8
BA-Max	1	2	5	3	8	+2	-3
MA-Min	25	25	26	14	14	+12	+12
MA-Max	4	5	7	5	13	+2	-6
Scheduled Maximum	8	8	11	10	12	+1	-1

The Association's position restores its rank at 1982-83 while, the Employer's proposal continues the erosion at the benchmarks most heavily inhabited by the unit. Based on the available evidence it appears the Association's offer is to be slightly preferred.

HEALTH AND DENTAL INSURANCE

POSITIONS

The Employer seeks to change the existing fully paid health and dental insurance premium payment language to a dollar amount fixed at the amount it will pay in 1984-85. It seeks this change because its health care costs have risen, by, its example, \$112.98 per month per family in 1981-82 to \$231.38 per month per family in 1984-85. It argues that its increases have been larger and its ultimate premium far higher than any of its Athletic Conference. It attributes this to its inability to change carrier and the Association's unwillingness to bargain changes in health insurance carriers or reduced coverage. It notes that health insurance increases account for 2% of total cost, in its final offer package. It argues that pursuant to its final offer, the Association will be able to bargain with respect to 1985-86 health insurance increases.

The Association argues that comparable districts pay full health insurance benefits. It offered testimony that the Employer never sought in negotiation to change carriers or otherwise offer a quid pro quo. It notes that other Wisconsin schools pay more in fringe benefits than Wausaukee.

DISCUSSION

The comparative data in the athletic conference is as follows:

School District	Rank	Family Monthly Premium	Percent Paid By Employer
Coleman	(7)	126.30	100%
Crevitz	(6)	130.17	100%
Suring	(5)	161.38	100%
Niagara	(4)	168.74	100%
Lena	(2)	179.69	100%
Pesgtigo	(1)	189.26	100%
School District	Rank	Family Monthly Premium	Percent Paid By Employer
Gillett	Unknown	Unknown	Unknown
Wausaukee Excluding Dental	(3)	180.80	100%

For comparison purposes the average premium in CESA 8 is \$162.81, no comparative data is available as to dental.

The evidence indicates that the Employer's costs are high. However, the testimony and the position of the Employer strongly suggests the Employer has not yet seriously studied cost cutting measures or attempted to bargain these with the Association. Although the Employer's position appears premature, the nature of its position, making health insurance cost cutting bargainable, appears to be the preferable position under the circumstances.

## OVERLOAD PAYMENTS

### POSITIONS

The Association seeks to increase the amount specified in Article XV Sections A and H. It notes that a \$500.00 payment per semester for overloads above five classes has remained since the 1976-77 contract period. It seeks a 10% increase to \$550.00 per semester. With respect to the amount paid for lost preparation time in elementary schools, it notes the \$7.50 amount has been in effect since 1979-80. It seeks an increase of 9.6% to \$8.20.

The Employer did not address this issue in its brief.

### DISCUSSION

No comparative data was offered on this subject. Based on changes in the cost of living the position of the Association is preferable.

### EXTRA-CURRICULAR

The parties stipulated that this issue should not be given any weight by the arbitrator.

### LAYOFF DATE

#### Positions of the Parties

The Employer proposes to change the February 9 date specified in Article XVII by which the Employer must notify a teacher of a proposed layoff for the next school year to the statutory date, March 15, /1. It offered no argument as to this issue. The Association Proposes Keeping the current provision because it better inables teachers to plan for the in-suing year.

### DISCUSSION

A party proposing changed language bears the burden of proving the need for change. The Employer has not met it's burden. Therefore this issue favors the Association.

### TERM

The Employer has proposed a two year agreement, 1984-86, with a 1985-86 reopener for "clarification of three items" for each party. The Association proposed a one year, 1984-85, agreement. The Employer's proposal type of reopener appeared in the parties' last agreement. No comparative data was offered on this subject. In view of the fact that the 1984-85, agreement will expire depending of the rendering of this award, the use of the longer term is to be preferred.

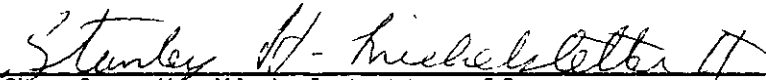
### WEIGHT

The mediator-arbitrator must select a total final offer of one party or the other without modification. It is clear in this case that neither offer of the parties is particularly appropriate. The principle issue in this case is the wage rate. The available information and my experience suggests the total cost of the Associations offer is high, while that of the Employer's is low. Based on the analysis on the available evidence, I conclude the Association's offer on wages is to be preferred as being closer to an appropriate increase. I note that in the succeeding contract a less than comparable total package might be appropriate, because the Association will have a windfall uder this award.

### AWARD

That the final offer of the Association is adopted herein and shall be incorporated in the parties' collective bargaining agreement for the 1984-85 school years.

Dated at Milwaukee, Wisconsin this 29th day of July 1985.


  
Stanley H. Michelstetter II  
Mediator-Arbitrator



~~APPENDIX B SALARY SCHEDULE 1984795~~

Appendix A, Association Proposed Schedule

B.	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60	
					M	M+6	M+12	M+18	M+24	M+30	
1	14000	14350	14700	15050	15400	15750	15829	15908	15987	16066	16145
	14741	15100	15460	15819	16179	16539	16622	16705	16788	16870	16953
3	15481	15851	16220	16589	16958	17327	17414	17501	17588	17675	17762
4	16222	16601	16980	17358	17737	18116	18207	18298	18389	18479	18570
5	16963	17351	17740	18128	18516	18905	19000	19094	19189	19284	19379
6	17703	18101	18499	18897	19295	19693	19792	19891	19990	20088	20187
7	18444	18852	19259	19667	20075	20482	20585	20688	20790	20893	20996
8	19185	19602	20019	20436	20854	21271	21378	21484	21591	21698	21804
9	19926	20352	20779	21206	21633	22060	22170	22281	22391	22502	22613
10	20666	21103	21539	21975	22412	22848	22963	23077	23192	23307	23421
11	21407	21853	22299	22745	23191	23637	23755	23874	23993	24111	24230
12	22148	22603	23059	23514	23970	24426	24548	24671	24793	24916	25038
13	22888	23354	23819	24284	24749	25214	25341	25467	25594	25720	25847
14	23629	24104	24579	25053	25528	26003	26133	26264	26394	26525	26655

 8-13-84

Appendix B, Employer Proposed Schedule

1984/85 Teacher Salary Schedule

	BS	BS+12	BS+24	MS	MS+12	MS+24
1.00	14000.00	14525.00	15050.00	15750.00	16045.00	16340.00
1.50	14184.00	14709.00	15234.00	15934.00	16229.00	16524.00
2.00	14368.00	14893.00	15418.00	16118.00	16413.00	16708.00
2.50	14552.00	15077.00	15602.00	16302.00	16597.00	16892.00
3.00	14736.00	15261.00	15786.00	16486.00	16781.00	17076.00
3.50	14920.00	15445.00	15970.00	16670.00	16965.00	17260.00
4.00	15104.00	15629.00	16154.00	16854.00	17149.00	17444.00
4.50	15288.00	15813.00	16338.00	17038.00	17333.00	17628.00
5.00	15472.00	15997.00	16522.00	17222.00	17517.00	17812.00
5.50	15656.00	16181.00	16706.00	17406.00	17701.00	17996.00
6.00	15840.00	16365.00	16890.00	17590.00	17885.00	18180.00
6.50	16297.50	16822.50	17347.50	18047.50	18342.50	18637.50
7.00	16755.00	17280.00	17805.00	18505.00	18800.00	19095.00
7.50	17212.50	17737.50	18262.50	18962.50	19257.50	19552.50
8.00	17670.00	18195.00	18720.00	19420.00	19715.00	20010.00
8.50	18127.50	18652.50	19177.50	19877.50	20172.50	20467.50
9.00	18585.00	19110.00	19635.00	20335.00	20630.00	20925.00
9.50	19042.50	19567.50	20092.50	20792.50	21087.50	21382.50
10.00	19500.00	20025.00	20550.00	21250.00	21545.00	21840.00
10.50	19957.50	20482.50	21007.50	21707.50	22002.50	22297.50
11.00	20415.00	20940.00	21465.00	22165.00	22460.00	22755.00
11.50	20872.50	21397.50	21922.50	22622.50	22917.50	23212.50
12.00	21330.00	21855.00	22380.00	23080.00	23375.00	23670.00
12.50	21787.50	22312.50	22837.50	23537.50	23832.50	24127.50
13.00	22245.00	22770.00	23295.00	23995.00	24290.00	24585.00
13.50	22702.50	23227.50	23752.50	24452.50	24747.50	25042.50
14.00	23160.00	23685.00	24210.00	24910.00	25205.00	25500.00
Sub Total	389622.00	282348.90	90435.00	167050.00	25205.00	74212.50
Total	1028873.40					

Appendix B, Employer Proposed Schedule

TD

No Teacher shall receive in 1984-1985 less than 105% of that teacher's 1983-1984 salary.

APPENDIX C SALARY SCHEDULE 1983/84

Step	B	B+6	B+12	B+18	B+24	B+30 M	B+36 M+6	B+42 M+12	B+48 M+18	B+54 M+24	B+60 M+30
1	12200	12320	12440	12560	12680	12800	12849	12897	12946	12994	13043
2	12948	13088	13228	13367	13507	13646	13698	13750	13802	13854	13902
3	13697	13856	14015	14174	14334	14493	14548	14603	14658	14713	14762
4	14445	14624	14803	14982	15160	15339	15397	15456	15514	15572	15621
5	15194	15392	15590	15789	15987	16186	16247	16308	16370	16431	16480
6	15942	16160	16378	16596	16814	17032	17097	17161	17226	17291	17339
7	16690	16928	17166	17403	17641	17878	17946	18014	18082	18150	18199
8	17439	17696	17953	18210	18467	18725	18796	18867	18938	19009	19058
9	18187	18464	18741	19017	19294	19571	19645	19720	19794	19868	19917
10	18935	19232	19528	19825	20121	20417	20495	20573	20650	20728	20776
11	19684	20000	20316	20632	20948	21264	21345	21425	21506	21587	21635
12	20432	20768	21103	21439	21775	22110	22194	22278	22362	22446	22495
13	21181	21536	21891	22246	22601	22957	23044	23131	23218	23305	23354
14	21929	22304	22679	23053	23428	23803	23893	23984	24074	24165	24255