

RECEIVED

APR 10 1985

IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS
BETWEEN
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

DODGELAND EDUCATION ASSOCIATION,

and

DODGELAND SCHOOL DISTRICT.

CASE X
No. 33569 MED/ARB 2841
DECISION AND AWARD
OF ARBITRATOR

DECISION NO. 21983-A

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 Dodgeland Education Association (Association) is the exclusive bargaining representative of certain employees of Dodgeland School District (District or Employer) in a collective bargaining unit consisting of certified teaching personnel not including substitute teachers.

The Association and the Employer were parties to a collective bargaining agreement which expired on June 30, 1984. On July 12, 1984, the Association filed a petition requesting the Wisconsin Employment Relations Commission (WERC) to initiate mediation/arbitration. On September 13, 1984, the parties submitted to the WERC their final offers as well as a stipulation on matters agreed upon.

On September 24, 1984, 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.

Mediation proceedings were conducted on January 8, 1985. The parties were unable to reach voluntary settlement and the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on January 31, 1985.

The Employer was represented by David R. Friedman, Senior Staff Counsel, Wisconsin Association of School Boards. The Association was represented by Armin Blaufuss, Executive Director, Winnebago Land UniServ Unit--South. The parties were given full opportunity to present relevant evidence and arguments at the hearing. Upon receipt of the parties' reply briefs, the record was declared closed on March 25, 1985.

II. FINAL OFFERS

The dispute before the Arbitrator involves the terms and conditions of the 1984-85 collective bargaining agreement between the parties. The Association's final offer is attached as Exhibit A and the Employer's as Exhibit B. The issues that remain unresolved are:

1. Salaries
2. Lane advancement and credit reimbursement
3. Extra duty pay
4. Teacher access to personnel file
5. Insurance benefit and coverage standards

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis. Stats. sec. 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 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, factfinding, arbitration, or otherwise between the parties in the public service.

IV. COMPARABLES

A. INTRODUCTION

The parties have not agreed on the districts to be used as comparables in analyzing the reasonableness of their respective offers. The Association urges the use of the school districts in Dodge County (Beaver Dam, Horicon, Lomira, Mayville and Hustisford). The Employer contends that the use of the school districts in the Eastern Suburban Athletic Conference (Cambridge, Deerfield, Hustisford, Johnson Creek, Lake Mills, Marshall, Palmyra, Waterloo and Williams Bay) is appropriate.

The Association relies on the decision of Arbitrator Flaten in *Dodgeland School District*, MED/ARB 1878 (1983). Arbitrator Flaten concluded that the school districts in Dodge County were the appropriate comparables. He rejected the Eastern Suburban Athletic Conference as the appropriate set of comparables, finding that the districts in the conference were geographically dispersed.

According to the Association, the parties in interest arbitration proceedings should not be encouraged to "shop" around for comparables. It cites *Kenosha*, Dec. No. 19916-A (Kerkman, 1983), in which Arbitrator Kerkman stated that "once comparables have been determined for the parties, it is in the best interest of those parties for the purposes of future collective bargaining, to maintain a consistency of where the comparables reside." Arbitrator Kerkman went on to state that maintaining consistency "avoids comparability shopping in which parties often engage and, therefore, creates a basis for comparisons which are conducive to settlement" See also *City of Madison*, Dec. No. 21345-A (Vernon, 1984).

The Employer contends that Arbitrator Flaten's reliance on only certain schools in Dodge County is not logical. It says that limiting the comparables to school districts wholly within Dodge County excludes districts that are partially in the County.

The Employer also points out that Arbitrator Haferbecker rejected an argument that only Dodge County schools be found comparable to Horicon. *School District of Horicon*, Dec. No. 21871-A (Haferbecker, 1985). The arbitrator found that the athletic conference schools should be used for comparability

purposes.

In *Lomira School District*, Dec. 19126-B (Hutchison, 1982), the arbitrator gave greater weight to the districts in the athletic conference because the association had not provided data with respect to the size of the districts within a 25-mile radius of Lomira.

B. DISCUSSION

While considerable deference should be shown to determinations of comparable districts in a prior award in order to avoid "comparability shopping," a prior decision should not preclude an arbitrator from considering whether additional comparables should be used.

In this instance, it is appropriate to compare districts in addition to those found to be comparable by Arbitrator Flaten. Only four of the districts in Dodge County have reached agreement. Of the four settled districts, only three reached voluntary settlements. Since interest arbitration is an attempt to determine where the parties would have settled had they settled voluntarily, voluntary settlements provide a more meaningful basis for comparison than arbitration awards. Comparisons with only three voluntary settlements is of questionable statistical reliability.

In determining which districts are comparable, the size, geographical location, number of employees, enrollment and equalized valuation should be taken into consideration. School districts in the same athletic conference have frequently been considered appropriate districts for making comparisons because they are generally of the same size and in the same general geographical location.

The District has an enrollment of 760 and 52.8 full-time equivalent teachers. It has an equalized valuation of \$140,087,493 (\$186,039 per student). The cost per student is \$3,085.

District	Pupils	FTE	Cost	Equalized Valuation	EV per Pupil
Beaver Dam*	3,092	184	\$2,798	\$468,425,850	\$154,189
Cambridge	801	52	2,891	226,319,434	211,711
Deerfield	635	48	3,484	79,889,138	135,405
Horicon*	1,040	56	2,498	154,568,012	156,287
Hustisford			NOT SETTLED		
Johnson Crk			NOT SETTLED		
Lake Mills	1,069	78	2,888	205,133,493	195,551
Lomira*	854	44	2,379	149,478,354	181,847
Marshall	811	56	2,827	94,042,034	116,968
Mayville*	1,086	65	2,566	201,233,528	187,368
Palmyra	1,280	85	2,863	159,306,510	132,977
Waterloo	707	49	3,110	126,280,668	186,225
Williams Bay	363	33	3,925	162,421,714	428,553

*Districts used by Arbitrator Flaten.

While no district is identical to Dodgeland School District, Cambridge, Deerfield, Johnson Creek, Lake Mills, Marshall, and Waterloo are appropriate comparables taking into account size, geographical location, number of employees, enrollment and equalized valuation. Palmyra is substantially larger and has a significantly lower equalized valuation. Williams Bay is substantially smaller and has a substantially larger equalized valuation.

The record does not demonstrate that the "expanded economic-geographic area" districts (Columbus, Hartford, Hartford, Kewaskum, Markesan, Oconomowoc, Slinger, and Watertown) are appropriate comparables.

Accordingly, the appropriate districts for comparison in this proceeding are Cambridge, Deerfield, Johnson Creek, Lake Mills, Marshall, Waterloo, Beaver Dam, Horicon, Lomira and Mayville. Since there was no settlement in Hustisford and Johnson Creek at the time of the hearing, Hustisford and Johnson Creek have not been considered in this proceeding.

V. ANALYSIS

A. SALARIES AND SALARY SCHEDULE PLACEMENT

1. INTRODUCTION

The Association proposes that the longevity provision for senior teachers be suspended for the 1984-85 school year. It proposes a salary schedule (see Exhibit A) with a base salary of \$15,000 and a top salary (on the schedule) of \$27,150. The Association's offer would freeze teachers at their 1983-84 experience placement. It would change the

requirement for movement to lane two from BA plus one-half of the way to a master's degree to provide that movement can also be made if a teacher completes 15 semester credits or their equivalent which have the prior approval of the superintendent.

The Employer proposes a salary schedule (see Exhibit B) with a base salary of \$14,575 and a top salary (on the schedule) of \$26,381. Senior teachers would be compensated in accordance with the senior pay provision in the previous contract.

2. FINDINGS OF FACT

a. Lawful Authority of the Employer. There is no contention that the Employer 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 to this issue.

c. Ability to Pay and Interests and Welfare of the Public. There is no contention that the Employer lacks the financial ability to pay either offer. The public should have an interest in keeping the District in a competitive position to attract competent experienced teachers, to hold valuable teachers now serving the District, and to give recognition to advanced degrees and training. What is appropriate for maintaining a competitive position is reflected in the other statutory criteria.

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.

Because of the countless variables in compensation and working conditions, comparisons are more complex (and less accurate) than they may appear. Comparisons are especially difficult in this proceeding because of the numerous revisions of the salary schedules in the comparison districts. The salary schedules in Beaver Dam, Horicon, Lomira and Mayville have all been revised in the last two years. Teacher placement on the salary schedule was frozen for 1983-84 in Beaver Dam and Lomira. Longevity was suspended for 1984-85 in Lomira and Mayville.

TABLE NO. 1 BA BASE

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$14,725	\$1,425	10.7%
Deerfield	14,100	800	6.0%
Lake Mills	14,500	775	5.6%
Marshall	14,000	800	6.1%
Waterloo	14,015	615	4.6%
Beaver Dam	15,500	1,100	7.6%
Horicon	15,500	590	4.0%
Mayville	15,450	1,575	11.4%
Lomira	15,335	1,735	12.8%

Median Salary \$14,725
Average Salary \$14,791

Median Dollar Increase \$800
Average Dollar Increase \$1,046

Median Percent Increase 6.1%
Average Percent Increase 7.6%

EMPLOYER

Base Salary \$14,575
Dollar Increase \$825
Percent Increase 6.0%

ASSOCIATION

Base Salary \$15,000
Dollar Increase \$1,250
Percent Increase 9.0%

TABLE NO. 2 BA 7

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$17,582	\$2,025	13.0%
Deerfield	16,830	860	5.4%
Lake Mills	18,415	921	5.3%
Marshall	17,920	1,024	6.1%
Waterloo	17,379	763	4.6%
Horicon	17,360	661	4.0%
Beaver Dam	19,454	1,382	7.6%
Mayville	19,158	1,953	11.4%
Lomira	18,704	2,022	12.1%

Median Salary \$17,920
Average Salary \$18,089

Median Dollar Increase \$1,024
Average Dollar Increase \$1,290

Median Percent Increase 6.1%
Average Dollar Increase 7.7%

EMPLOYER

Salary \$18,510
Dollar Increase \$1,048
Percent Increase 6.0%

ASSOCIATION

Salary \$19,050
Dollar Increase \$1,588
Percent Increase 9.1%

TABLE NO. 3 BA MAX

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$24,338	\$2,865	13.3%
Deerfield	20,925	950	4.8%
Lake Mills	20,154	1,007	5.2%
Marshall	19,600	1,120	6.1%
Waterloo	19,621	861	4.6%
Horicon	17,360	661	4.0%
Beaver Dam	23,408	1,664	7.6%
Mayville	22,866	1,776	8.4%
Lomira	20,388	1,658	8.8%

Median Salary \$20,388
Average Salary \$20,962

Median Dollar Increase \$1,120
Average Dollar Increase \$1,395

Median Percent Increase 6.1%
Average Percent Increase 7.0%

EMPLOYER

Salary \$21,134
Dollar Increase \$1,198
Percent Increase 6.0%

ASSOCIATION

Salary \$21,750
Dollar Increase \$1,814
Percent Increase 9.1%

TABLE NO. 4 MA BASE

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$16,735	\$1,914	8.0%
Deerfield	16,375	850	5.5%
Lake Mills	16,385	820	5.3%
Marshall	16,240	928	6.1%
Waterloo	15,802	692	4.6%
Horicon	18,476	1,329	7.8%
Beaver Dam	17,824	1,264	7.6%
Mayville	17,613	1,865	11.8%
Lomira	17,079	2,016	13.4%

Median Salary \$16,735
Average Salary \$16,947

Median Dollar Increase \$1,264
Average Dollar Increase \$1,297

Median Percent Increase 7.6%
Average Dollar Increase 8.5%

EMPLOYER

Salary \$16,324
Dollar Increase \$924
Percent Increase 6.0%

ASSOCIATION

Salary \$16,800
Dollar Increase \$1,400
Percent Increase 9.1%

TABLE NO. 5 MA 10

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$21,835	\$2,583	13.4%
Deerfield	20,470	940	4.8%
Lake Mills	22,775	1,139	5.3%
Marshall	21,840	1,248	6.1%
Waterloo	21,491	945	4.6%
Beaver Dam	24,646	1,750	7.6%
Horicon	25,127	1,809	7.8%
Mayville	23,955	2,537	11.8%
Lomira	23,461	2,490	11.9%

Median Salary \$22,775
 Average Salary \$22,844

 Median Dollar Increase \$1,750
 Average Dollar Increase \$1,715

 Median Percent Increase 7.6%
 Average Percent Increase 8.1%

EMPLOYER

Salary \$22,227
 Dollar Increase \$1,260
 Percent Increase 6.0%

ASSOCIATION

Salary \$22,875
 Dollar Increase \$1,908
 Percent Increase 9.1%

TABLE NO. 6 MA MAX

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$27,660	\$3,691	15.4%
Deerfield	23,200	1,000	4.5%
Lake Mills	25,396	1,270	5.3%
Marshall	24,080	1,376	6.1%
Waterloo	25,283	1,113	4.6%
Beaver Dam	27,678	1,966	7.6%
Horicon	27,345	1,971	7.8%
Mayville	26,068	2,130	8.9%
Lomira	27,298	3,037	12.5%

Median Salary \$26,068
 Average Salary \$26,000

 Median Dollar Increase \$1,966
 Average Dollar Increase \$1,950

 Median Percent Increase 7.6%
 Average Percent Increase 8.1%

EMPLOYER

Salary \$24,850
 Dollar Increase \$1,408
 Percent Increase 6.0%

ASSOCIATION	
Salary	\$25,575
Dollar Increase	\$2,133
Percent Increase	9.1%

TABLE NO. 7 SCHED MAX

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Cambridge	\$30,445	\$4,402	16.9%
Deerfield	25,020	1,040	4.3%
Lake Mills	27,149	1,357	5.3%
Marshall	25,760	1,472	6.1%
Waterloo	26,457	1,183	4.7%
Beaver Dam	30,383	2,154	7.6%
Horicon	28,813	2,890	11.1%
Mayville	28,353	3,574	14.4%
Lomira	26,815	2,066	8.3%

Median Salary	\$27,149
Average Salary	\$27,688

Median Dollar Increase	\$2,066
Average Dollar Increase	\$2,237

Median Percent Increase	7.6%
Average Percent Increase	8.7%

EMPLOYER

Salary	\$26,381
Dollar Increase	\$1,496
Percent Increase	6.0%

ASSOCIATION

Salary	\$27,150
Dollar Increase	\$2,265
Percent Increase	9.1%

e. Changes in the Cost of Living. Both offers exceed the increase in the cost of living as measured by the Consumer Price Index.

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.

The Association's offer would result in an increased cost for salary and longevity of 8.97% and the Employer's offer would result in an increased cost of 7.23%. The Association's offer would result in a total package increase of 8.73% and the Employer's, 7.12%

TABLE NO. 8 SUMMARY OF SETTLEMENTS

DISTRICT	SALARY INCREASE	TOTAL PACKAGE INCREASE
Cambridge	6.03%	6.30%
Deerfield	NO DATA	
Lake Mills	7.06%	6.39%
Marshall	7.59%	7.51%
Waterloo	7.04%	7.01%
Beaver Dam	9.83% (7.35%)	9.86% (8.15%)
Horicon	8.61%	8.32%
Mayville	8.61%	8.24%
Lomira	8.40%	8.82%

Note: The parties disagreed as to the data for Beaver Dam. The numbers in parenthesis are based on the Employer's figures.

Median Salary Increase	7.99%	(7.47%)
Average Salary Increase	7.89%	(7.51%)
Median Total Package Increase	7.87%	(7.83%)
Average Total Package Increase	7.8%	(7.59%)

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. Several reports, including a report of the National Commission on Excellence in Education indicate that salaries for the teaching profession should be increased and should be "professionally competitive, market sensitive and performance-based." The Wisconsin Public School Superintendent's Task Force on Teaching and Teacher Education calls for a minimum starting salary of \$20,000 for professional teachers. In addition, the Governor's proposed budget includes an \$18,000 starting base. Finally, the Rand Corporation's report states that a professional competitive salary level in the current market place would result in a \$20,000 beginning salary with career increases to \$50,000.

C. CONCLUSION

With respect to the benchmark comparisons, the Employer's offer compares more favorably at the first three benchmarks and the District's offer compares more favorably at the last four. However, these benchmarks are distorted to some extent by the schedule movement freezes and other schedule adjustments.

Because of this distortion, the data regarding the increases in the costs of salaries and the total package cost increases are entitled to more weight. Table No. 8 shows that the Employer's offer is closer to the median salary cost increase, the average salary cost increase, the median total package cost increase, and the average total package cost increase.

The Association's proposal for freezing the senior teacher pay has the potential for creating problems of implementation in the future. The freezing of senior teacher pay or movement on the schedule, or both, are matters that should be resolved at the bargaining table. Interest arbitration is poorly suited for handling the myriad of problems that can arise from such action. See, *Baldwin-Woodville School District*, Dec. 19850-A (Rice, 1982); *Iowa-Grant School District*, Dec. No. 19653-A (Imes, 1983).

While many studies and government leaders have spoken forcefully for higher salaries for teachers, they have also indicated the need for improved teacher preparation and performance. Some of the plans call for the creation of merit pay systems. In addition, consideration must be given to methods for funding higher salaries. Interest arbitration is poorly suited for considering these numerous, complex issues. Furthermore, it would be inappropriate to consider only the question of increased salaries without also considering the other relevant issues related to salaries.

For the foregoing reasons, it is concluded that the Employer's salary offer is more reasonable than the Association's.

B. LANE ADVANCEMENT AND CREDIT REIMBURSEMENT

1. INTRODUCTION

The Association has proposed changing the current contract language to provide for increased reimbursement for educational expenses and it proposes changing the requirement for advancement to lane two in the salary schedule from BA plus one-half the credits for a master's degree to permit advancement to lane two if a teacher completes 15 semester credits or their equivalent which have been approved by the District superintendent.

The Employer seeks to maintain the present contractual language.

2. ANALYSIS

The collective bargaining agreement requires teachers with a bachelor's degree to earn at least six credits each five years and teachers with a master's degree to earn at least six credits each seven years. Lane advancement prior to earning a master's degree requires completion of course work that is part of an advanced degree.

In those comparable districts requiring course work, teachers receive greater educational reimbursement than District employees receive from the Employer.

With respect to the Association's proposal that the BA plus one-half column be changed to BA plus 15, the record shows that the present language has been in the collective bargaining agreement since 1969-70.

3. CONCLUSION

Because the contract requires teachers to complete a specified number of college credits within certain periods, it seems only fair to provide that the reimbursement for the expenses of obtaining such credits be more closely related to the actual cost involved. Accordingly, that portion of the Association's offer relating to reimbursement is more reasonable than the Employer's.

While the Association's proposal relating to the credit requirements for advancement to Lane 2 is not unreasonable, the record does not show compelling reasons for changing the long standing language. Provisions to which parties have previously agreed should not be removed from an agreement by an arbitrator, unless there is a very strong showing by the party proposing the removal that it is unworkable or inequitable. See *City of Kenosha*, Dec. 16159-C (Kerkman, 1978). Thus, that portion of the Association's offer relating to lane advancement is less reasonable than the Employer's.

C. EXTRA DUTY PAY

1. INTRODUCTION

The Employer proposes no increase in the pay rates for teachers who voluntarily perform certain extra duties. The Association proposes modest increases in the pay rates.

2. CONCLUSION

The extra duties are duties in addition to those regularly required of teachers. Teachers are just as

entitled to fair compensation for performing such extra duties as they are for performing their regular duties. Increases in the cost of living alone would justify a modest increase in these pay rates. Accordingly, it is concluded that the Association's offer relating to extra duty pay is more reasonable than the Employer's.

D. TEACHER ACCESS TO PERSONNEL FILE

1. INTRODUCTION

The Association proposes to modify the existing personnel file limiting teacher inspection of personnel files to twice per school year. The Association asks that the restriction be removed in those situations where the teacher is disciplined under Article VI of the collective bargaining agreement.

The Employer seeks to maintain the present language.

2. ANALYSIS

According to the record, there are no instances where a teacher has been denied access to his or her personnel file under the present contract language. The Association is concerned about access to a teacher's personnel file where a teacher is disciplined after he or she has exhausted the twice per school year review.

The Employer asserts it cannot conceive of an arbitrator allowing into the record and giving credence to that evidence where the teacher has not been allowed to see the records. It contends that the Association could argue that the just cause standard mandates that the Association have access to the documents that are being used to impose discipline upon the teacher.

In his award, Arbitrator Flaten stated that he was of the opinion that the teacher should have unlimited access to his or her records. He concluded that "[u]ntil a crying need can be shown, this observed is inclined to go along with the present language of the contract."

3. CONCLUSION

The conclusion that a party seeking to change existing contract language show a need for the change does not mandate that someone has actually been harmed by the language. It would be foolish to require some actual injury before correcting the contract language.

It should be sufficient to show that there is a substantial likelihood or probability of injury or inequitable result. In its offer the Association has carefully drafted its proposal to limit it to cases involving

disciplinary action under the contract. This language is narrower than the language considered in previous arbitrations. While it is probable that the just cause provisions in the contract would entitle a teacher to see his or her records, even if the limitation has been exceeded, the existing contract language is inconsistent with the just cause language and creates an unnecessary ambiguity.

Accordingly, it is concluded that the Association's offer with respect to this issue is more reasonable than the Employer's.

E. INSURANCE BENEFIT AND COVERAGE STANDARDS

1. INTRODUCTION

The Association proposes that language be added to the collective bargaining agreement to provide that insurance coverages and benefits contained in the contract shall be equal to or better than the coverages and benefits of the insurance plans currently in effect.

The Employer proposes continuing the current contract language.

2. ANALYSIS

Both parties recognize the necessity of the Employer negotiating any changes in the coverage or benefits provided by insurance plans. The Employer asserts that the Association could challenge any unilateral changes by filing a prohibited practices charge with the WERC. The Association indicates it wants to be able to utilize the contractual arbitration procedure if the Employer makes a unilateral change.

3. CONCLUSION

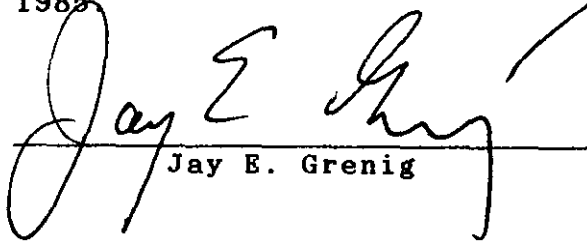
While the Association's language may be more general than it needs to be, the language the Employer seeks to continue provides no standards with respect to benefits and coverages. In light of the WERC's 1984 decision holding insurance benefits to be a mandatory subject of bargaining (*Madison Metropolitan School District*, Dec. No. 22129 (1984)), it is concluded that the Association's insurance benefit offer is more reasonable than the Employer's.

VI. AWARD

Having considered all the arguments and relevant evidence submitted in this matter, it is concluded that the Employer's final offer is more reasonable. While several of the Association's proposals were more reasonable than the Employer's, the proposals relating to salaries and advancement are of more significance to both the employees

and the Employer. The parties are directed to incorporate into their collective bargaining agreement for 1984-85 the Employer's final offer together with all previously agreed upon items.

Executed at Waukesha, Wisconsin, this 8th day of April, 1985


Jay E. Grenig

DODGELAND EDUCATION ASSOCIATION

FINAL OFFER

September 13, 1984

The Final Offer of the Dodgeland Education Association includes the enclosed modifications to the 1983-84 contract and the stipulations between the Association and the Dodgeland School District as well as all provisions of the 1983-84 contract that remain unmodified by this final offer and the stipulations.

Article III, A. Senior Teachers

This provision shall be suspended for the 1984-85 school year.

Article III, B. Teaching Personnel

3, b. Add: The instructor shall be able to compensate those hours which will be spent in marching band parades which occur outside the last two weeks in June and four weeks in July on an hour-to-hour basis.

4. New: The employes listed in subsection 8, 3, a-d, of this Article shall average during their summer assignment a seven and one-half hour work day which shall include necessary preparation time.

Article IV. Insurance

Add: G. The coverages and benefits of the insurance plans contained in this Article shall be equal to or better than the coverages and benefits of the insurance plans currently in effect.

Article IX. Professional Improvement Requirements

Revise D, 6: Change \$55.00 to \$65.00
Change \$330.00 to 390.00

Delete D, 7, and Replace with:

D, 7. Adjustment of Contract for Credits Earned

- a. If a teacher expects to complete work for the purpose of salary schedule advancement prior to, or during the school year, he should notify the office of the superintendent in writing on or before May 1st of the year preceding the anticipated change. Contract revision will be made only if the office of the superintendent is provided with satisfactory evidence that such course work has been completed; such evidence of improvement will be considered timely for the fall semester or between semesters only if received in the superintendent's office prior to September 15th and January 15th.
- b. To be eligible for salary schedule advancement, work must be

Article IX (Cont.)

1. toward an advanced degree or
 2. in an area that is not toward an advanced degree that has the prior approval of superintendent of schools.
- c. The completion of work for the purpose of salary schedule advancement will reflect itself on the teacher's contract only as specified in this subsection. In moving from a degree to a higher degree status or upon completing work with the prior approval of the superintendent of schools, the teacher will move horizontally based on experience to the appropriate level on the salary schedule.

Article XI, J. Teacher Files

Revise: 1. Teachers shall have the right, upon request, to review the contents of their personnel file twice per school year, except this right shall be unlimited in situations where the teacher is being disciplined pursuant to Article VI, (less documents of recommendations leading to employment in this district) and to make copies, at teacher's expense, of any documents contained therein (less documents of recommendations leading to employment in the district).

Article XIV. Contract Validation

Revise first paragraph: Change 1983 to 1984
Change 1984 to 1985

Delete fourth paragraph: ~~"This agreement made . . . the DodgeLand Education Association."~~

1/8/85

Appendix A

Teacher experience (vertical increment) placement shall be frozen at their 1983-84 experience placement. Teachers new to the District with no previous experience shall be placed at experience Step 1.0. Teachers new to the District with previous credible experience shall be placed no higher than the experience step which they could have been placed on in 1983-84 if all credible experience had been granted except pursuant to Article III, C.

Dodgeland \$15,000 Base Salary Schedule

STEP	BA	BA+ $\frac{1}{2}$ *	MA	MA+12
1.0	15000	15900	16800	17700
1.5	15338	16238	17138	18038
2.0	15675	16575	17475	18375
2.5	16013	16913	17813	18713
3.0	16350	17250	18150	19050
3.5	16688	17588	18488	19388
4.0	17025	17925	18825	19725
4.5	17363	18263	19163	20063
5.0	17700	18600	19500	20400
5.5	18038	18938	19838	20738
6.0	18375	19275	20175	21075
6.5	18713	19613	20513	21413
7.0	19050	19950	20850	21750
7.5	19388	20288	21188	22088
8.0	19725	20625	21525	22425
8.5	20063	20963	21863	22763
9.0	20400	21300	22200	23100
9.5	20738	21638	22538	23438
10.0	21075	21975	22875	23775
10.5	21413	22313	23213	24113
11.0	21750	22650	23550	24450
11.5	---	22988	23888	24788
12.0	---	23325	24225	25125
12.5	---	23663	24563	25463
13.0	---	24000	24900	25800
13.5	---	---	25238	26138
14.0	---	---	25575	26475
14.5	---	---	---	26813
15.0	---	---	---	27150

*To qualify for a BA+ $\frac{1}{2}$, your college or university must certify that you are what, in their consideration, is $\frac{1}{2}$ of the way to a Master's Degree (any reference to "credits" is interpreted to mean semester credits -- quarter credits shall be converted to semester credits), or you must have completed 15 semester credits or their equivalent which have had the prior approval of the superintendent of schools pursuant to Article IX, 7.

Senior teachers, who have reached their seniority during the 1976-77 contract year, shall be granted on the 1977-78 contract an inflationary adjustment of 1% of the base salary. All senior teachers shall be granted on the 1979-80 contract an inflationary adjustment of \$100.

Appendix B

A. Athletic Activities

- 3, e. Change 3% and 4% to 4.5% and 5.5%. *T.A.*
7, b. Change 3.5% and 4.5% to 4.5% and 5.5%. *T.A.*

C. Extra-Duty Activities

- | | |
|---|--|
| 1. Bus chaperones | \$14.00 |
| 2. Dance chaperones | \$12.00 |
| 3. Ticket takers | \$12.00 |
| 4. Scorekeepers and timers | \$10.00/game
\$20.00/2 games |
| 5. Lunch duty | \$6.50/hr. in lieu of duty-free lunch |
| 6. Concessions Coordinator
(Includes Jr. and Sr. High) | \$15.25/event
\$29.00/event over five hours |
| 7. Substitute Pay | \$10.00/period first five days
for one teacher
\$14.00/period all consecutive
days after five |
| 8. Drivers Education | \$9.25/hr. |

part 1

Dodgeland School District
Board of Education Final Offer
Sept. 13, 1984

1. All tentative agreements.
2. All provisions of the ¹⁹⁸⁴⁻⁸⁵~~1983-84~~ collective bargaining agreement not changed by tentative agreements or Board proposals will remain unchanged in the successor agreement.
3. Article III B. 4. New Paragraph
 4. All of the employees listed in section B. 3. a.-d. shall average during their summer assignment a 7½ hour work day.
4. Article VI Section E. Add a sentence to the end of the section.
After the hearing, the Board retains the right to convert the original suspension with pay to a suspension without pay, but the length of suspension without pay cannot exceed the length of time from the suspension until the initial Board hearing.
5. Article XIV change the first paragraph
The economic provisions of this Agreement will be effective as of the 1st day of July 1984 and all other provisions of the Agreement will be effective upon resolution of the Agreement and provided further that all the provisions shall continue and remain in full force and effect as binding on the parties until the 30th day of June 1985.
6. Change the dates in the contract ~~to~~^{to} reflect 1984-85.
7. Salary Schedule. See attached.

District: dodgeland

Schedule: JU4502

83-84

1/2

Step	BA	BA + 45	MA	MA + 12
0	14575	15450	16324	17199
1	15231	16105	16980	17854
2	15887	16761	17636	18510
3	16543	17417	18292	19166
4	17199	18073	18947	19822
5	17854	18729	19603	20478
6	18510	19385	20259	21134
7	19166	20041	20915	21790
8	19822	20696	21571	22445
9	20478	21352	22227	23101
10	21134	22008	22883	23757
11		22664	23539	24413
12		23320	24194	25069
13			24850	25725
14				26381

* To qualify for a BA+ $\frac{1}{2}$, your college or university must certify that you are, what in their consideration is $\frac{1}{2}$ of THE WAY to a Masters Degree. Any reference to "credits" is interpreted to mean semester credits. Quarter credits shall be converted to semester credits for placement on this schedule.

Senior teachers, who have reached their seniority during the 1976-1977 contract year, shall be granted on the 1977-1978 contract an inflationary adjustment increase of 1% of the base salary.

All senior teachers shall be granted on the 1979-1980 contract an inflationary adjustment of \$100.

Stipulated Agreements

1. Change the date in the contract to reflect 1984-85
2. Redate 4th paragraph Article XIV Contract Validation

As of 9/13/84 ~~9/13/84~~

EXHIBIT C-1

Stipulations

Stipulations

III. B. 3. b.

Band Instructor - 6 weeks
The instructor will work
for the last two weeks
in June and 4 weeks in
July. Parade following the
six week summer music
program are considered
part of the summer
music program.

392

WB 1/18/85
H 1/18/85

WB 1/18/85
H 1/18/85

III B.

4. New: The employees listed in subsection B, 3, a-d, of this Article shall average during their summer assignment a seven and one-half hour work day which shall include necessary preparation time.

392

WB 1/18/85
H 1/18/85

VI E.

A suspension of a teacher will be with full remuneration from time of suspension until time of initial hearing with the Board which should be held within 10 days of the suspension. This provision does not preclude the District from imposition of disciplinary suspension without pay following the initial hearing.

(1)

Parties agreed to modify
their offer final offer
respecting items ①, ② and
③, in accordance with
the stipulation.

J.E. Jr

AS 1/8/85

AS 1/8/85