

In the Matter of Final and Binding Arbitration Between	:	10/17/85
WAUTOMA EDUCATION ASSOCIATION	:	AWARD WISCONSIN EMPLOYMENT RELATIONS COMMISSION
and	:	Case 39 No. 33992 MED/ARB-2995
WAUTOMA AREA SCHOOL DISTRICT	:	Decision No. 22199-A

I. NATURE OF PROCEEDING. This is a proceeding in final and binding final offer arbitration under Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of the State of Wisconsin. The Wautoma Education Association on October 19, 1984, filed a petition with the Wisconsin Employment Relations Commission for mediation-arbitration pursuant to the statute, alleging that an impasse existed between it and the Wautoma Area School District. The Commission investigated through staff member William C. Houlihan, who reported after December 6, 1984, that the parties remained at impasse. The Commission concluded that an impasse within the meaning of the statutes existed, certified that the conditions precedent to mediation-arbitration had been met and ordered mediation-arbitration on December 12, 1984. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as mediator-arbitrator, the Commission appointed him on December 19, 1984.

Mediation occurred on April 4, 1985, at the offices of the Wautoma Area School District. Mediation was unsuccessful and the parties were notified by the mediator-arbitrator that he would resolve the issue through arbitration on the basis of the final offers made by the parties on December 6, 1984. The parties waived a hearing by notification to the mediator-arbitrator by April 8, 1985, and thereafter submitted documents in evidence by April 12, 1985, and corrected and rebuttal exhibits by April 19, 1985. Briefs were submitted and exchanged on May 10, 1985.

II. REPRESENTATION. At the mediation session, the Association was represented by DAVID W. HANNEMAN, Executive Director, Central Wisconsin UniServ Council-South, and the Board by DONALD BESELER, District Administrator. WILLIAM G. BRACKEN, Membership Consultant, Wisconsin Association of School Boards, Inc., was unable to be present on April 4, 1985, because of the inclement weather. However, he submitted the exhibits of the Board and supplied the brief.

III. FINAL OFFERS.

The final offers follow here in sequence.

Houlihan

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WAUTOMA AREA SCHOOL BOARD FINAL OFFER

(Submitted to Mr. William Houlihan, WERC Investigator,
on December 6, 1984.)

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

NOTE: All provisions of the 1982-84 Agreement shall continue in the 1984-85 Agreement except for the tentative agreements reached and the final offer below:

1. 1984-85 Salary Schedule

BA Base: 14225 on current salary schedule structure
Lane Differential: 470 (\$235 BA+24 to MA)
Increment: 4% of lane base

(see attached)

2. Appendix B-2 Extra-Curricular Pay Schedule

Increase all rates by 5% across-the-board except for Athletic Director - \$1850 and Hornet - \$600.

(see attached)

3. ARTICLE XIV

D. Curriculum or homebound instruction - Change "\$6.69" to "\$7.02".

Driver's Education - Change "\$7.25" to "\$7.61".

4. ARTICLE XI - Dental Insurance

Delete first two sentences. Insert:

"The Board will pay 100% for a single premium, and up to \$35.09 for a family premium.

5. ARTICLE XV - A. Duration

Change dates to provide for a one-year agreement.

BB
1 of 3
12-14-84

WAUTOMA AREA SCHOOL DISTRICT

FINAL OFFER

Proposal 3C

1. 4% vertical increment based upon base salary in each lane Step I.
2. \$470 horizontal increment for each 12 credit lane and \$235 for each 6 credit lane.
3. Health Insurance - Board pays 95% of family coverage (\$162.36), 100% of single coverage (\$66.62), and 100% of medicare coverage (\$109.01).
4. Dental Insurance - Board pays 92.5% of family coverage (\$35.09) and 100% of single coverage (\$11.51).
5. Appendix B - Extra-Curricular Pay Schedule to be increased 5% except for Athletic Director and Hornet Advisor. Those are established at \$1,850 and \$600 respectively. The schedule is as follows:

Athletic Director	\$1,850	SchoolPlay/Music	
M.S. Ath. Dir.	618	Act.Dir.	\$ 385
FB Head Coach	1,729	Mus.Dir.	385
FB Assistants	1,482	SeniorPlay	385
FB 8th Gr.Coach	509	One Act Plays	193
FB 8th Gr.Ass't.	400	Stage Manager	509
VB Head Coach	1,057	Forensics	
VB Assistant	880	HS Coordinator	385
VB Freshman	502	HS Coaches	254
VB 7th-8th Gr.	509	MS Coordinator	254
Cross Country	509	MS Coaches	193
Golf	509	Music	
BKB Head Coach	1,472	HS Instrumental	824
BKB Assistants	1,226	HS Vocal	618
BKB 9th Gr.	547	MS Instrumental	618
BKB 8th Gr.	547	Hornet Advisor	600
BKB 7th Gr.	547	Advisors	
BKB 7th-8thGr.Girls	547	9th-10th Gr.	254
Wrestling Hd Coach	1,226	11th-12th Gr.	339
Wrestling Ass't.	926	HS StudentCouncil	339
Wrestling Mid.S	509	MS StudentCouncil	339
BB Head Coach	678	Department Heads	446
BB Assistants	583	Team Leaders	193
SB Head Coach	678	Unit Leaders	446
SB Assistant	583	Cheerleading	
Track Head Coaches	1,057	FB & BKB	509
Track Assistants	815	Wrestling	323
PomPom Squad	323	Middle School	254
Drama.Coordinator	131		

BBB
2 of 3
12-14-84

SALARY SCHEDULE

	BA	BA+12	BA+24	BA+30	MA+12
1.	\$14,225	\$14,695	\$15,165	\$15,400	\$15,870
2.	14,794	15,283	15,772	16,016	16,505
3.	15,363	15,871	16,379	16,632	17,140
4.	15,932	16,459	16,986	17,248	17,775
5.	16,501	17,047	17,593	17,864	18,410
6.	17,070	17,635	18,200	18,480	19,045
7.	17,639	18,223	18,807	19,096	19,680
8.	18,208	18,811	19,414	19,712	20,315
9.	18,777	19,399	20,021	20,328	20,950
10.	19,346	19,987	20,628	20,944	21,585
11.	19,915	20,575	21,235	21,560	22,220
12.	20,484	21,163	21,842	22,176	22,855
13.			22,449	22,792	23,490
14.			23,056	23,408	24,125
15.				24,024	24,760
	(569)	(588)	(607)	(616)	(635)

	1983-84 <u>Actual</u>	1984-85 <u>Proposal 3C</u>	<u>Percent Increase</u>
Base Salary	\$1,453,264	\$1,570,279	8.05%
Extra-Curricular	41,569	44,297	6.56%
Hospitalization	107,343	115,973	8.04%
Dental Insurance	23,647	24,894	5.27%
Neg. Retirement	74,752	80,729	8.00%
Social Security	99,751	110,139	10.41%
Pd. Retirement	94,186	101,717	8.00%
Other Insurance	8,821	9,291	5.33%
Totals	\$1,903,333	\$2,057,319	8.09%

BB
3 of 3
12-14-84

1. W.E.A.
- 2.
3. All provisions of the 1982-1984 Agreement shall continue in the 1984-1986 Agree-
4. ment, except for tentative agreements reached and the final offer as presented.
- 5.
6. Salary Schedule:
- 7.
8. (Please see APPENDIX A - 1 attached hereto).
- 9.
10. 1984-1985 B.A. Base \$14,300
11. B.A.+12 Base \$14,777
12. B.A.+24 Base \$15,254
13. M.A. Base \$15,491
14. M.A.+12 Base \$15,968
- 15.
- 16.
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- 18.
19. Increment: 4% of lane base.
- 20.
21. APPENDIX A - 2
- 22.
23. (Please see APPENDIX A - 2 attached hereto)
- 24.
25. 1985-1986: Increase each cell of the 1984-1985 schedule (APPENDIX A - 1) by
26. 6.5%, (which will generate a B.A. Base of \$15,230).
- 27.
28. ARTICLE XV
29. A. Change dates to provide for a two-year agreement.
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1. FIRST YEAR (1984-1985)
- 2.
3. EXTRA-CURRICULAR PAY SCHEDULE
- 4.
5. Increase the 1983-84 EXTRA-CURRICULAR PAY SCHEDULE by 6.7% rounded to
6. the next highest dollar (please see APPENDIX B-1 attached).
- 7.
8. DENTAL INSURANCE (ARTICLE XI H).
- 9.
10. The Board shall pay 100% of the single premium (\$11.51) and 95% (\$36.04)
11. toward the family premium of a dental insurance plan for the 1984-85 school
12. year.
- 13.
14. Long Term Disability (ARTICLE XI D)
- 15.
16. The District shall pay up to \$6750 per year for the cost of the ninety-day
17. eligibility, Long Term Disability plan for the regular full-time teaching
18. staff for the 1984-85 school year.
- 19.
20. Extra Duties (ARTICLE XIV D. 4.)
- 21.
22. Amend the current language so that curriculum studies, drivers' education
23. and home-bound instruction are paid at the rate of \$7.72 per hour for 1984-85.
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1. SECOND YEAR (1985-1986)
- 2.
3. EXTRA-CURRICULAR PAY SCHEDULE
- 4.
5. Increase the 1984-85 EXTRA-CURRICULAR PAY SCHEDULE by 6.5% rounded to
6. the next highest dollar (please see APPENDIX B-2 attached).
- 7.
8. INSURANCE
- 9.
10. Hospital and Surgical Plan (ARTICLE XI C.)
- 11.
12. The District shall pay up to \$73.28 for a single premium and \$187.99 for
13. a family premium; but not more than the same proportion of the cost that
14. was paid in the 1984-1985 school year.
- 15.
16. Dental Insurance (ARTICLE XI H.)
- 17.
18. The District shall pay up to \$12.66 for a single premium and \$41.73 for
19. a family premium; but not more than the same proportion of the cost that
20. was paid in the 1984-1985 school year.
- 21.
22. Long Term Disability (ARTICLE XI D.)
- 23.
24. For the 1985-1986 school year, the District shall pay up to \$7290.
- 25.
26. Extra Duties (ARTICLE XIV D. 4.)
- 27.
28. Amend the current agreement language so that curriculum studies, drivers'
29. education and home-bound instruction are paid at the rate of \$8.22 per hour
30. for 1985-1986.
- 31.
32. Retirement (ARTICLE XI E)
- 33.
34. Add the following language to the existing language in the agreement:
- 35.
36. Effective January 1, 1986 the Board contribution will be
37. increased from five percent (5%) to six percent (6%) of
38. the gross earnings of each participating teacher-employee.
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APPENDIX D2: School Calendar 1985-1986

1st SEMESTER							2nd SEMESTER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
August	25	26	(27* 28)	(29)	30	31	February						1	
September	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	7	2	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8
	8	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	14	9	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	15
	15	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	21	16	(17)* <u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	
	22	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	28	23	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	
	29	<u>30</u>						March						1
October			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	5	2	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8
	6	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	12	9	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	15
	13	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	19	16	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22
	20	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	26	23	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	29
	27	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>			30	<u>31</u>					
November					1*	2	April		<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	5	
	3	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	9	6	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	12
	10	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	16	13	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	19
	17	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	23	20	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	26
	24	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	30	27	<u>28</u>	<u>29</u>	<u>30</u>			
December	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	7	May				<u>1</u>	<u>2</u>	3
	8	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	14	4	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	10
	15	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	21	11	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	17
	22	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	28	18	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	24
	29	<u>30</u>	<u>31</u>					25	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	31
January			<u>1</u>	<u>2</u>	<u>3</u>	4	June	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6*</u>	(7)
	5	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	11							
	12	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	18							
	19	<u>20</u>	<u>21</u>	<u>22</u>	<u>23*</u>	(24)	25							
	26	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>								

Pupil/Teacher Contact
 In-Service Days
 Staff Work Days
 Vacation Days

* End of Marking Period *August 27--In service for new staff only
 February 11--Joint In-service Day/Date flexible

1st Quarter--November 1:	43 Days	Pupil/Teacher Contact:	180 Days
2nd Quarter--January 23:	47 Days	In-Service Days:	3*
3rd Quarter--April 4:	46 Days	Staff Work Days:	3
4th Quarter--June 6:	44 Days	Holidays:	3

If no snow days are taken, June 6th will be the last day of school with students, and June 7th will be a staff work day. If a snow day is taken, there will be a corresponding adjustment at the end of the year.

(6) December 1985
(Signature)

1984-85 SALARY SCHEDULE

STEP	BA (572)	BA+12 (591)	BA+24 (610)	MA/ BA+30 (620)	MA+12 (639)
	A	B	C	D	E
1	14,300	14,777	15,254	15,491	15,968
1½	14,586	15,073	15,559	15,801	16,288
2	14,872	15,368	15,864	16,111	16,607
2½	15,158	15,664	16,169	16,421	16,927
3	15,444	15,959	16,474	16,731	17,246
3½	15,730	16,255	16,779	17,041	17,566
4	16,016	16,550	17,084	17,351	17,885
4½	16,302	16,846	17,389	17,661	18,205
5	16,588	17,141	17,694	17,971	18,524
5½	16,874	17,437	17,999	18,281	18,844
6	17,160	17,732	18,304	18,591	19,163
6½	17,446	18,028	18,609	18,901	19,483
7	17,732	18,323	18,914	19,211	19,802
7½	18,018	18,619	19,219	19,521	20,122
8	18,304	18,914	19,524	19,831	20,441
8½	18,590	19,210	19,829	20,141	20,761
9	18,876	19,505	20,134	20,451	21,080
9½	19,162	19,801	20,439	20,761	21,400
10	19,448	20,096	20,744	21,071	21,719
10½	19,734	20,392	21,049	21,381	22,039
11	20,020	20,687	21,354	21,691	22,358
11½	20,306	20,983	21,659	22,001	22,678
12	20,592	21,278	21,964	22,311	22,997
12½	-----	-----	22,269	22,621	23,317
13	-----	-----	22,574	22,931	23,636
13½	-----	-----	22,879	23,241	23,956
14	-----	-----	23,184	23,551	24,275
14½	-----	-----	-----	23,861	24,595
15	-----	-----	-----	24,171	24,914

1. Credit for outside experience in accredited schools will be allowed at the beginning of the contract year as follows:
 - a. Less than ½ year - local or other - none;
 - b. More than ½ year but less than full year - local or other - 1 year;
 - c. For each full year - local or other - 1 year.

2. Coaching or other extra-curricular activities will be reimbursed according to the schedules found in Appendix B and C.

1985-86 SALARY SCHEDULE

<u>STEP</u>	<u>BA A</u>	<u>BA+12 B</u>	<u>BA+24 C</u>	<u>MA/ BA+30 D</u>	<u>MA+12 E</u>
1	15,230	15,738	16,246	16,498	17,006
1½	15,534	16,053	16,570	16,828	17,347
2	15,839	16,367	16,895	17,158	17,686
2½	16,143	16,682	17,220	17,488	18,027
3	16,448	16,996	17,545	17,819	18,367
3½	16,752	17,312	17,870	18,149	18,708
4	17,057	17,626	18,194	18,479	19,048
4½	17,362	17,941	18,519	18,809	19,388
5	17,666	18,255	18,844	19,139	19,728
5½	17,971	18,570	19,169	19,469	20,069
6	18,275	18,885	19,494	19,799	20,409
6½	18,580	19,200	19,819	20,130	20,749
7	18,885	19,514	20,143	20,460	21,089
7½	19,189	19,829	20,468	20,790	21,430
8	19,494	20,143	20,793	21,120	21,770
8½	19,798	20,459	21,118	21,450	22,110
9	20,103	20,773	21,443	21,780	22,450
9½	20,408	21,088	21,768	22,110	22,791
10	20,712	21,402	22,092	22,441	23,131
10½	21,017	21,717	22,417	22,771	23,472
11	21,321	22,032	22,742	23,101	23,811
11½	21,626	22,347	23,067	23,431	24,152
12	21,930	22,661	23,392	23,761	24,492
12½	-----	-----	23,716	24,091	24,833
13	-----	-----	24,041	24,422	25,172
13½	-----	-----	24,366	24,752	25,513
14	-----	-----	24,691	25,082	25,853
14½	-----	-----	-----	25,412	26,194
15	-----	-----	-----	25,742	26,533

1. Credit for outside experience in accredited schools will be allowed at the beginning of the contract year as follows:
 - a. Less than ½ year - local or other - none;
 - b. More than ½ year but less than full year - local or other - 1 year;
 - c. For each full year - local or other - 1 year.

2. Coaching or other extra-curricular activities will be reimbursed according to the schedules found in Appendix B and C.

1. APPENDIX A - 2 a.

2.
3. Salary schedule and salary only package adjustments if the level of state aids
4. provided by the State of Wisconsin to public elementary and secondary school
5. district changes.
6.

7. For 1985-86 adjust each cell of the 1984-85 schedule by six and one-half percent
8. (6.5%) rounded upward to the nearest whole dollar (please see APPENDIX A - 2).
9. The 1985-86 schedule will produce a cost to the District using the roll forward
10. method of staff placement on a scattergram and the 1984-85 staff moved vertically
11. where possible, for an additional year of experience.
12.

13. If the funding provided to public elementary and secondary schools by the State
14. of Wisconsin is increased from the current level of funding which in the 1984-85
15. school year was less than 39% on a statewide basis, then the total wage cost,
16. including the vertical increment cost using the roll forward method, reflected by
17. the schedule for 1985-86 identified as APPENDIX A - 2, will be increased by one-
18. half of the increase in the average percentage cost paid to public elementary and
19. secondary school districts by the State of Wisconsin. For example: If the State
20. of Wisconsin provides for an increase of 2% (39% to 41%), the wage package cost
21. will be adjusted upward by 1%.
22.

23. If the average level of funding provided to public elementary and secondary schools
24. by the State of Wisconsin is decreased from the level of funding in the 1984-85
25. school year, then the total cost of the salary package using the same method of
26. calculation as specified above, will be decreased by one-half of the decrease in the
27. level of funding. For example: If the State of Wisconsin provides for a decrease
28. of 2% (39% to 37%) the wage package cost will be adjusted downward by 1%.
29.

30. When the adjustments, if any, in the level of state funding are known, a new salary
31. schedule will be constructed using the 1984-85 faculty rolled forward. This new
32. schedule will reflect a new BA starting salary and new salaries in each cell of the
33. schedule. The percentage relationship between salary lanes (BA to BA + 12, BA + 12
34. to BA + 24, etc.) will be the same as the relationships in the 1984-85 schedule.
35. The vertical increment in each lane will be 4% of the base of the column.
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APPENDIX B-1
1984-85 EXTRA-CRRICULAR PAY SCHEDULE

1.			
2.			
3.			
4.	ATHLETIC DIRECTOR	1,496	FORENSICS
5.	MIDDLE SCHOOL ATHL. DIR.	629	H.S. Coordinator (includes
6.	FOOTBALL		coaching)
7.	Head Coach	1,758	H.S. Coaches
8.	Assistants	1,506	M.S. Coordinator (includes
9.	8th Grade Coach	518	coaching)
10.	8th Grade Assistant	407	M.S. Coaches
11.	VOLLEYBALL		MUSIC
12.	Head Coach	1,075	H.S. Instrumental
13.	Assistant	895	H.S. Vocal
14.	Freshman	511	M.S. Instrumental
15.	7th-8th Grade	518	Publications
16.	CROSS COUNTRY	518	Hornet
17.	GOLF	518	ADVISORS
18.	BASKETBALL (Boys and Girls)		9th & 10th Grades
19.	Head Coaches	1,496	11th & 12th Grades
20.	Assistants	1,247	H.S. Student Council
21.	9th Grade	556	M.S. Student Council
22.	8th Grade	556	DEPARTMENT HEADS
23.	7th Grade	556	TEAM LEADERS
24.	7th-8th Grade Girls	556	UNIT LEADERS
25.	WRESTLING		CHEERLEADING
26.	Head Coach	1,247	Football & Basketball
27.	Assistant	942	Wrestling
28.	Middle School	518	Middle School
29.	BASEBALL		
30.	Head Coach	690	
31.	Assistant	593	
32.	SOFTBALL		
33.	Head Coach	690	
34.	Assistant	593	
35.	TRACK (Boys and Girls)		
36.	Head Coaches	1,075	
37.	Assistants	828	
38.	POM POM SQUAD	329	
39.	DRAMATICS		
40.	Coordinator	134	
41.	All school Play or Musical		
42.	Acting Director	392	
43.	Musical Director	392	
44.	Senior Class Play	392	
45.	One Act Plays	197	
46.	Stage Manager	518	
47.			
48.			
49.			
50.			
51.			
52.			
53.			
54.			
55.			

APPENDIX B-2
1985-86 EXTRA-CURRICULAR PAY SCHEDULE

1.				
2.				
3.				
4.	ATHLETIC DIRECTOR	1,594	FORENSICS	
5.	MIDDLE SCHOOL ATHL. DIR.	670	H.S. Coordinator (includes	
6.	FOOTBALL		coaching)	418
7.	Head Coach	1,873	H.S. Coaches	276
8.	Assistants	1,604	M.S. Coordinator (includes	
9.	8th Grade Coach	552	coaching)	276
10.	8th Grade Assistant	434	M.S. Coaches	210
11.	VOLLEYBALL		MUSIC	
12.	Head Coach	1,145	H.S. Instrumental	893
13.	Assistant	954	H.S. Vocal	670
14.	Freshman	545	M.S. Instrumental	670
15.	7th-8th Grade	552	PUBLICATIONS	
16.	CROSS COUNTRY	552	Hornet	552
17.	GOLF	552	ADVISORS	
18.	BASKETBALL (Boys and Girls)		9th & 10th Grades	276
19.	Head Coaches	1,594	11th & 12th Grades	368
20.	Assistants	1,329	H.S. Student Council	368
21.	9th Grade	593	M.S. Student Council	368
22.	8th Grade	593	DEPARTMENT HEADS	484
23.	7th Grade	593	TEAM LEADERS	210
24.	7th-8th Grade Girls	593	UNIT LEADERS	484
25.	WRESTLING		CHEERLEADING	
26.	Head Coach	1,329	Football & Basketball	552
27.	Assistant	1,004	Wrestling	351
28.	Middle School	552	Middle School	276
29.	BASEBALL			
30.	Head Coach	735		
31.	Assistant	632		
32.	SOFTBALL			
33.	Head Coach	735		
34.	Assistant	632		
35.	TRACK (Boys and Girls)			
36.	Head Coaches	1,145		
37.	Assistants	882		
38.	POM POM SQUAD	351		
39.	DRAMATICS			
40.	Coordinator	143		
41.	All School Play or Musical			
42.	Acting Director	418		
43.	Musical Director	418		
44.	Senior Class Play	418		
45.	One Act Plays	210		
46.	Stage Manager	552		
47.				
48.				
49.				
50.				
51.				
52.				
53.				
54.				
55.				

IV. FACTORS CONSIDERED.

The following is from Section 111.70 (4) (cm) 7 of the Statutes:

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

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

These factors will be applied as appropriate to the issues involved here.

V. LAWFUL AUTHORITY OF THE EMPLOYER. There is no question here as to the lawful authority of the Employer to meet either offer.

VI. STIPULATIONS. The parties have stipulated to all other matters between them as a contract.

VII. FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT. The evidence is that the District can meet the costs of either offer if that offer receives the award.

VIII. INTERESTS AND WELFARE OF THE PUBLIC. The interests and welfare of the public have become major issues herein and will be treated with respect to aspects of each offer as those aspects are treated. Essentially the Association argues that it is in the interests of the public to award higher compensation for teachers as shown by the great public attention being paid to education and teachers' salaries. The Board argues that the economy of the state and region argue for its offer. The matter is treated more fully in Section XIX where this discussion is continued.

IX. COMPARISON DISTRICTS. Both parties accept the districts found within the East Central Athletic Conference as a comparison group. These districts are Waupaca, Hortonville, Winneconne, Berlin, Omro, Ripon, Wautoma and Little Chute. The Association also makes comparisons among 37 school districts in a 35 miles radius and also makes comparisons of Wautoma with state-wide averages. The District strenuously objects to the use of such

comparisons on several grounds. One ground is that the parties have historically relied on the athletic conference districts for comparisons. Another is that the districts in the 35 miles radius include some very large districts; also the state-wide averages do not have any relevant value to the immediate region around Wautoma. The arbitrator considers the primary comparables to be those districts in the athletic conference. Region-wide comparison has a secondary comparison value, and state-wide comparisons have a tertiary value; but they both have some value.

In the primary group certain information about the relationship of the Wautoma District to other ECAC districts is useful here:

1. For the 1984-85 school year, Wautoma with 75.15 FTE teachers is 6th in rank. Its enrollment of 1,318 pupils is 5th in rank (B-11). Its rank in pupils in 83-84 was 6th. With a pupil teacher ratio of 17.5, it is 4th highest (B-11).

2. Wautoma's pupil teacher ratio in 1983-84 was 16.6 which was 5th in that year (A-85, B-12).

3. In budgeted expenditures per pupil in 1983-84 Wautoma with \$1,832 was 4th in instructional costs and 4th in total costs at \$3,290. It has the highest equalized value per pupil which was \$184,632 where the next highest was \$165,945 (B-13).

4. In 1982-83 the total cost per member was \$3,048, the highest cost in the ECAC. The state share of this cost was 30.67% while the District share was 65.15%, where the next highest district share of cost was 56.25% at Waupaca (B-14).

5. In 1983-84 the property tax levy per pupil was \$2,245 where the next highest was \$1,772 at Waupaca. The property tax rate at Wautoma was \$12.30 compared to the next highest at Omro at \$12.06 (B-15).

6. In the City of Wautoma itself the population was 1,596 as of 1/1/83, and the effective tax rate was .02391, highest when compared to the principal city or village in any other ECAC district (B-16).

X. WAGES - COMPARISONS BETWEEN OFFERS AND COSTS.

In the wage rates for 1984-85, the Association is proposing a BA base at \$14,300, a \$900 increase. The Board is proposing a base salary at \$14,225, an \$825 increase. The same lanes and step structure is maintained and both parties propose a 4% vertical increment and a 3.3% horizontal increment. For 1985-86 the Association is proposing a fundamental rate of 6.5% with an adjustment to be made upward or downward depending on the average funding provided by the State of Wisconsin to all K-12 districts.

The following table is Board Exhibit 17 which gives average and total costs and percentage increases proposed for 1984-85.

TABLE I

WAUTOMA SCHOOL DISTRICT

TOTAL COSTS OF BOARD AND UNION FINAL OFFERS

1984-85

I. PER TEACHER SUMMARY	BOARD FINAL OFFER		UNION FINAL OFFER				
	1983-84	1984-85	\$	%	1984-85	\$	%
Ave. Salary	19098	20628	1530	8.0	20743	1645	8.6
Ave. Benefits	5219	5657	438	8.4	5685	466	8.9
TOTAL	24317	26285	1968	8.1	26428	2111	8.7

Difference per Teacher: \$143 (78.27 F.T.E.)

TABLE I - continued

II. TOTAL EXPENDITURES SUMMARY

1983-84	1,903,333	
1984-85 Board Final Offer	2,057,319	8.1%
1984-85 Union Final Offer	2,068,479	8.7%
Total Difference	\$ 11,160	

The Board estimates that the Association offer may cause an increase from 2% to 3% above the Association offer of a 6.5% increase per cell in 1985-86. The 6.5% increase, if taken at the 39% level of state aids currently funded by the state to the Wisconsin public schools would produce a total cost of \$2,246,804, or an 8.6% total increase over the Association offer in 1984-85. If the proposed budget of the Governor is adopted, this will increase state aids to 43%. The Board estimates that the Association offer will cost \$2,287,477 in 1985-86, or a 10.6% increase. If the proposed level of state aids of the State Superintendent of Schools is adopted, the level would be at 45%. This would produce a cost of the Association offer to the District of \$2,307,812, or a 11.6% increase (B-18, 19, 20).

The Board states that it considers the minimum total costs of the Association offer for 1985-86 will be \$2,246,804 or \$178,325 above the 1984-85 offer, an increase of 8.6% (B-19).

The Association has a different set of estimates of costs. It relates its costs to payroll and salary costs only and produces these figures which are taken from Association Exhibits 9 to 13 inclusive.

TABLE II

ASSOCIATION ESTIMATE OF SALARY COSTS AND PERCENTAGE INCREASES

<u>Offer</u>	<u>Year</u>	<u>FTE</u>	<u>Total Payroll</u>	<u>Aver. Salary</u>	<u>Aver. Inc.</u>	
					<u>\$</u>	<u>%</u>
	83-84	78.28	\$1,453,260	\$18,565		
Assn.	84-85	78.28	1,575,860	20,131	1,566	8.43
Board	84-85	78.28	1,567,170	20,020	1,455	7.83
Assn.	85-86	78.28	1,703,030 ⁽¹⁾	21,756	1,624	8.07
		78.28	1,688,090 ⁽²⁾	21,566	1,424	7.07
		78.28	1,719,640 ⁽³⁾	21,969	1,827	9.07

- (1) 6.5% per cell
- (2) 5.5% per cell
- (3) 7.5% per cell

On the matter of costs of base salary, the Board notes in its brief that the Association is estimating a cost for the Board offer which is \$3,109 less than the Board estimate for 1984 and 1985. This results in a Board estimate of an 8.1% increase and an Association estimate of a 7.8% increase for the Board offer. Similarly the Association offer is \$3,132 less for its offer for 1984-85, resulting in a Board estimate of an 8.7% increase for the Association offer; and the Association estimate of an 8.4% increase. The Board also estimates that whichever estimates are used for 1985-86, the percent increase in costs for base salary will be 8.1%.

XI. WAGES - COMPARISONS BETWEEN DISTRICTS.

A. Primary Comparison Group.

The parties have used benchmarks in making comparisons between districts of salaries. Table III is derived from Association Exhibits 18 to 65. Of these exhibits, Exhibits 18 to 62 were summarized in Exhibits 63-65.

TABLE III

RANK OF WAUTOMA SALARIES AMONG ECAC AT SELECTED STEPS
AND FOR CAREER BA AND CAREER MA

Year	BA			MA			Sched. Max	Career	
	Min	7th	Max	Min	10th	Max		BA	MA
80-81	6	7	7	5	7	8	8	7	8
81-82	7	7	7	7	7	7	7	7	8
82-83	7	6	7	6	6	7	7	7	6
83-84	7	6	6	6	6	8	7	7	6
84-85	- (Six Districts Settled)								
Assn	5	5	5	5	5	6	6	6	6
Bd.	6	5	5	5	6	7	6	7	6

The following table is taken from Association Exhibits 66-68:

TABLE IV

RANK OF WAUTOMA AT SELECTED STEPS FOR AVERAGE DOLLAR
INCREASE, 83-84 TO 84-85,
COMPARED AMONG SIX DISTRICTS SETTLED

	BA			MA			Sched. Max	Career	
	Min	7th	Max	Min	10th	Max		BA	MA
Assn	2	3	3	2	4	4	4	3	4
Bd.	4	5	6	3	4	5	4	5	5

In its Exhibits 21 and 22 the Board compared salaries at selected benchmarks for 1983-84 and 1984-85 even though in 1984-85 the settlement at Berlin had not been reached. The Board thereafter made a summary of the rank of the Wautoma offers in Board Exhibit 23. The arbitrator considers the summary in B-23 as valid; in every instance of a step, the Berlin offers, Board or Union, were above the Wautoma offers, Board or Union, so the Wautoma rank would not be affected by whatever happens in Berlin.

The result is shown in the following table:

TABLE V

WAUTOMA SCHOOL DISTRICT
SUMMARY OF RANKINGS OF SALARY SCHEDULE
BENCHMARKS IN ATHLETIC CONFERENCE
1983-84 TO 1984-85

	BA Base	BA Max.	MA Base	MA Max.	Sch. Max.
1983-84	7	6	6	8	7
1984-85 (B)	7	6	6	8	7
1984-85 (U)	7	6	6	7	7

B = Board Final Offer
U = Union Final Offer

Table VI following is Board Exhibit 25:

TABLE VI

EAST CENTRAL CONFERENCE
SUMMARY OF BENCHMARK INCREASES
1983-84 TO 1984-85

Average Dollar and Percent Increase Among
Settled Schools in East Central Conference

	<u>BA Base</u>	<u>BA Max.</u>	<u>MA Base</u>	<u>MA Max.</u>	<u>Schedule Maximum</u>
Average of) 6 Settled) Schools)	\$ 830	1270	864	1467	1499
	% 6.05	6.25	5.82	6.23	6.18
Wautoma (B) +/-	-5 +.15	-82 -.05	+20 +.28	-93 -.13	-88 -.18
Wautoma (U) +/-	+70 +.65	+26 +.45	+111 +.88	+54 +.47	+66 +.52

NOTE: Omro slightly distorts average at maximums since teachers were moved back one step for placement purposes on 1984-85 schedule.

The following information derived from Association Exhibits 17-62, and repeated in the Association's brief as Appendices A and B is set forth here.

TABLE VII

BENCHPOINT VARIANCES FROM CONFERENCE AVERAGE

	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>	
					<u>Assn.</u>	<u>District</u>
BA	-198	-283	-178	-208	-190	-265
BA 7	-277	-277	-167	-175	-410	-503
BA Max.	-907	-1,017	-975	-882	-945	-1,053
MA	-189	-378	-274	-301	-184	-275
MA 10	-367	-418	-277	-273	-608	-735
MA Max.	-968	-632	-485	-709	-831	-978
Sch. Max.	-900	-640	-502	-724	-864	-1,018
Career						
BA	-14,328	-15,662	-13,383	-12,065	-15,772	-18,247
MA	-14,318	-10,550	- 7,010	- 9,412	-14,726	-17,776

A similar chart was developed by the Association for variation of Wautoma benchmark salaries for the averages of the schools in the 35 miles radius.

Board Exhibit 26 deals with the settlement patterns for 1984-85. It asserted that the average dollar increase for salary and longevity for six settled districts was \$1,549 while the Wautoma Board offer would be \$54 below this and the Association offer \$57 above. The average percentage increase was 7.9%. The Board offer is 0.2% above this, and the Association offer is 0.8% above. The dollar increase per teacher for the total package was \$2,106, a percentage increase of 8.1%. The Board offer comes to \$139 less and the Association offer comes to \$4 more. The Board offer, however, for percentage increase of the total package comes to 8.1%, the same as the average, whereas the Association offer at 8.7% is 0.6% higher.

B. Secondary and Tertiary Comparison Groups.

The arbitrator will cite some items of pertinence in the list of 37 schools in the 35 miles radius of Wautoma. From Association Exhibit 69 ff this information is derived.

TABLE VIII

RANK OF WAUTOMA AT SELECTED STEPS AMONG 37 SCHOOL DISTRICTS
IN A THIRTY FIVE MILE RADIUS

Year	BA			MA			Sched. Max	Career	
	Min	7th	Max	Min	10th	Max		BA	MA
80-81	14	18	21	14	18	21	20	19	19
81-82	22	17	20	20	18	15	17	18	16
82-83	20	15	22	20	16	15	17	18	14
83-84	24	16	18	21	16	16	16	16	17
84-85	(25 districts only settled)								
Assn.	15	13	16	19	14	17	16	14/23	15/23
Board	17	13	17	19	16	19	17	15/23	15/23

Table IX comes from Association Exhibits 70 A ff.

TABLE IX

RANK OF WAUTOMA AT SELECTED STEPS FOR AVERAGE DOLLAR INCREASE,
83-84 TO 84-85, COMPARED TO 25 DISTRICTS SETTLED

	BA			MA			Sched. Max	Career	
	Min	7th	Max	Min	10th	Max		BA	MA
Assn.	11	12	18	12	14	18	18	10	12
Board	16	17	20	17	17	21	19	14	15

The Association reports that the average teacher salary for 1984-85 is \$24,780, an 8.63% increase among 241 districts, and the average fringe amount is \$3,452 (A-80). The Wisconsin Association of School Boards reported the average teacher salary as \$24,800 for 1984-85, a 9% increase (A-82). The Association reported that the average increase for the benchmark positions other than career earnings for 1984-85 was 6.7% with an average increase of \$1,806 (A-81). This was from 335 districts, non-weighted (A-81). For 1985-86, 34 districts reported, and the non-weighted average for the benchmark positions showed an increase of 6.53% (A-83). For 37 districts with 5,734 FTE, the average was 6.54%.

The Association also reported that in MA career ranking the District stood at rank 272 state-wide in 1979-80 and 260 state-wide in 1983-84. In dollar increase on MA career it ranked 233 (A-84).

C. Summary of the Positions of the Parties with Respect to Wages and Total Cost.

1. Association. It is the contention of the Association that under its offer the teachers may lose in relation to their colleagues in comparable schools. The Association refers to its several exhibits which give voice to the opinion that teachers' salaries throughout the nation need to be raised. This particular aspect of this case will be treated in more detail later.

The Association asserts that the Wautoma Area District does not spend as much per pupil as the average in Wisconsin, spending \$3,290 per pupil for total school cost as compared to the state average of \$3,704.

The Association states that on the basis of the evidence if the District paid its teachers at the average rate of those in the conference, there would be \$1,435 more for each teacher and, using the state average, there would be \$5,143 available for each teacher. The Association also notes that as to pupil/professional staff ratio, the District is second highest, which means that the Wautoma teachers are working harder than their colleagues. The Association concludes that the District is not making the effort to support education that other districts are.

The Association with respect to the tax rate in Wautoma points out that this is the result of the very high amount of property value per pupil, which is higher than the average conference value by \$32,227 and the average state value by \$24,631 (A-85, B-15).

The Association states that its second year offer is clear and unambiguous. It states that its exhibit, Association Exhibit 93, was put in to make sure that the state funding meant school aids and credits which was at the level of 44.2% in 1984-85. Once the funding is known, it will be easy to adjust salaries up or down.

2. The Board. The Board contends that Wautoma has certain unique characteristics as a school district among which are small size, higher expenditures per pupil than in other conference schools, highest cost per member of actual expenditures, highest tax rate and, although with the highest full value per pupil, yet the poorest school in the conference. It also has the highest number of families in the poverty status.

The Board notes that it has the only figures on total package. These figures show an 8.1% increase for 1984-85, as compared to the Association offer at 8.7%. It notes that the package cost for the next year will be difficult to determine, because it is not known at what level the state will fund the average district. It notes however that in the most probable conditions, the costs for 1985-86 will be somewhere around 10.6% or 11% for the total package.

The Board states that certain fundamental changes in the status quo are being proposed in the Association offer, and these should be rejected for radically altering the parties' relationships. Among these is the salary schedule changes in status quo for 1985-86 in which there is a proposal to base the final salary on the percentage of aid afforded by the state to the schools of the state. This proposal should be rejected. Arbitral opinion in the past has supported the idea that such radical changes in the relationship must be strongly justified before changes are made.

The Board asserts that given the current disinflationary environment and economic turmoil faced by farmers, the award should not be made of an 8.7% package, which is the highest total package among comparable schools. The second year percent increase ranging from 8.6% to 11.6% exceeds all bounds of reasonableness. The parties should have a chance to bargain this, and the Board strongly objects to having a second year imposed on it.

The Board cites a number of contentions about ability to pay on the economic conditions in Wisconsin and the economic conditions of the farmers which will be cited in a later portion of this Award dealing with the interests and welfare of the public.

In the matter of comparability, the Board notes that the parties have voluntarily agreed to all of the previous salary schedules, so they were satisfied with the amount and level of salaries paid to teachers at that time. It is an arbitral principle not to consider anything previous to the last negotiated settlement, so "catch-up" arguments should be related only to the last settlement.

As to comparability then, the evidence is that since the 1983-84 school year the parties have enjoyed the same relative rank, except that the Association increases Wautoma's step at MA Maximum from 8th to 7th. If the past five years are reviewed, there is no radical change in Wautoma's ranking. No indication of catch-up is needed, and the Board's offer is reasonable, especially because the parties are close in the offers for 1984-85.

The Board holds that its offer is slightly more reasonable when the average dollar and percent increase is considered for selected steps. The Board offer is closer to the averages than the Association offer (Bd. 25, Table V).

The Board asserts that the average dollar and percent increase on salary alone supports the Board's offer which is closer to the average in both dollar and percent increases than the Association offer.

The best measure however is in total package cost where the Board's 8.1% offer is the same as the average, but the Association's offer is 0.6% higher.

The Board holds that the second year wage proposal of the Association is defective. The Association states in its offer that the state has been funding the average school in Wisconsin at a less than 39% level, but in its exhibit number 93, it is contending that the state has been funding a 44.2% level, so that the proposed Department of Public Instruction increase will be at 48.1% and the proposed increase of the Governor will be at 44.2%⁽¹⁾. The Board notes that the DPI wanted an increase in aids. The Governor did not increase aids but provided for property tax credits. The question then is what "state aids" in the Association proposal means. The Board notes that the exhibits show that in 1984-85 the state supplied about 39% of the cost to educate students. Other exhibits in this case show inconsistencies as to what is the current level of funding and intentions in the future (B-35, A-87, 88, 90, 91). Thus the parties will be in a quandary as to what the state level of support is for Wisconsin school districts. The ambiguities and inconsistencies will lead to future litigation. The Association is now using the higher figures to make it fit the Governor's recommended budget.

The Board also states that the Association in calling for a 6.5% increase for 1985-86, first moves all the 1984-85 staff placement forward one year, which is contrary to the customary method of calculating percentage increases.

The Board holds that the 1985-86 wage proposal is a unique and radical departure from the way salaries have been determined. It raises the question of what state aids have to do with the level of teacher salaries. The parties never discussed or negotiated state aids as being an important indicator of the level of teachers' salary. The proposal is not supported by comparables anywhere in the state. It is a novel approach which should be rejected, especially because there is no symbiotic relationship between the level of teachers' salaries and state aids.

The Board objects to the Association proposal on wages in its second year offer as a situation in which it cannot lose, getting as a minimum an 8.6% total package. Also the Association offer is an unfair offer in that the split of one half of increased state aids constitutes a proportion of state support not enjoyed by the District. While state support on the average has been 39%, Wautoma has received only about 25% state aid. The Association proposal also will stymie property tax relief, the purpose of the legislative proposal.

The Board also asserts that there are no settlement patterns for 1985-86, about which there is great uncertainty, and no evidence of comparable districts upon which to make a judgment.

3. Discussion. This discussion will be limited to the wage offers as related to comparable districts. Comparisons with other employers, with the change in the cost of living and with the interests of the public will be treated separately.

(1) Arbitrator's Note: School aids as a percent of comprehensive costs in 1984-85 equal 39.0%. School aids and credits as a percent of comprehensive costs in 1984-85 equal 44.2%.

With respect to whether or not it is proper to consider the past experience of the parties beyond the last year of negotiated settlement - the Board arguing that it is not - this arbitrator believes that it is useful and necessary often to consider the trend of patterns over a period of time. (The Board does this in its exhibits 27-30). The reason for this is that if rankings are considered along with percentage increases over a period of time, the rankings based on percentage increases may not change much and the percentages may remain similar, but there could be a resultant spread in dollar increases that would make a catch-up situation necessary.

The evidence in Table III up to the 1983-84 period indicates that there has been some slippage in rank in Wautoma which is not likely to be reversed in the 1984-85 offers (See also Table V). The same conclusion is reinforced by an inspection of Table VI where the Board offer for 1984-85 tends to be below averages, though by a lesser amount than the Association offer is above averages. The conclusion is also supported by an inspection of Table VII in which the slippage in dollar amounts is displayed. With the districts in the 35 mile radius, the status of the Wautoma District has improved (Table VIII). Also some improvement of the Wautoma District state-wide in MA ranking was reported.

The main conclusion here is that if the 1984-85 wage offers alone are taken, there is some need for a catch-up demonstrated, and the Association offer is better from that point of view. This would also justify a higher percentage for the package increase and for total compensation.

Against this must be balanced the proposal of the Association for a second year offer based on a 6.5% increase on the cohort of teachers in 1984-85 first rolled forward into 1985-86, followed by the application of a percentage increase or decrease. This is based on the increase or decrease of the percentage of average state aids or funding for 1985-86. The arbitrator believes that the District's objections to this proposal are in the main supported. There is nothing comparable to this pattern of determining future wages; and it is an arbitrable principle generally not to adopt a new type of proposal unless some other important factor justifies the proposed change. The need to catch-up is not so necessary here as to justify the acceptance of this new and original method of calculating teacher salaries.

The arbitrator notes that the Board considers the proposal flawed also because of the percentages of state aids variously referred to by the Association which at various times is 39% and 44%. The Association in its final offer itself makes reference to the method of calculating state aids which comes to 39%. In its brief the Association emphasizes the idea of aids and credits at 44%. This issue could lead to a dispute. However, mainly the arbitrator believes that the Association offer for the second year does not meet the criteria of comparability.

Now comparing the desirability of the Association's offer for the first year, and the lack of comparability for the second year, the arbitrator concludes that the total offer which includes this second year phase is the more significant aspect of the Association offer, outweighing the merits of the first year phase. The District offer on wages without a second year decision involved is the more reasonable. This conclusion relates to the primary group of comparables. The secondary and tertiary groups of comparables in the comparisons do not present evidence of sufficient weight to cause this conclusion to be negated. The use of comparison of averages for a widespread area with widely varying conditions among districts, and different teacher scattergrams has a primary value only when a primary comparison group cannot be determined otherwise.

XII. WAGES - OTHER EMPLOYEES.

The parties presented exhibits relating to the wages and income of other employees. Association exhibits compared teachers with professional employees and scientific field employees with the exhibits showing that for this class of employees teacher starting salaries ranged from a little lower to much lower than those of other employees (A-95, 97, 102, 104, 107, 108, 110, 112, 113, 122, 125). The argument was made in a number of exhibits that there is a great need for increasing teachers' starting salaries.

Board exhibits indicated that there would be lower pay raises in 1985 (B-71), employment was up in the state and pay declining (B-72), Wisconsin has experienced several recessions (B-51), and wage rates are likely to stay down (B-75).

With respect to these matters, the arbitrator believes that the comparables for teachers in outside employment are to be found in the categories of the professional employees, and the evidence is that despite the general turn down in wages or slow down in increases, there is a need for beginning teachers' salaries to catch up to be comparable to outside professional employees. The weight of this factor falls to the Association.

XIII. WAGES - EXTRA DUTY. This arbitration involves three special wage issues. The first is the rate for which extra-curricular activities should be paid. The Association is offering a 6.7% increase across the board for 1984-85 and a 6.5% increase for 1985-86. The Board is offering 5% across the board for 1984-85, except that it will pay the athletic director at \$1,850 and increase the teacher who supervises the school Annual to \$600. In extra duties the Association offer for Curriculum and Home Bound instruction is \$7.72, an increase of \$1.03, and the Board is offering \$7.02, an increase of \$0.33. In Driver's Education, the Association offer is \$7.77, an increase of \$0.47, and the Board offer is \$7.61, an increase of \$0.61.

Association Exhibit 75 showed that for 1982-83 Wautoma was highest for athletic director in five districts listed. For 1983-84 Wautoma was highest for athletic director among six districts listed. For 1984-85 under both Board and Association offers, the Wautoma offers will be highest except that the Board with an offer of \$1,850 is \$400 higher than the next highest district and the Association at \$1,496 will be \$46 higher.

For the Annual advisor (HORNET advisor) in 1984-85, the Wautoma offers will be 5th among six offers. In Driver's Education, the Wautoma offers will be 4th in 1984-85 under either offer where there are only four offers listed and where the next highest schedule is \$10.40.

Of these proposals the Board says it is basically affording an across the board increase of 5%. It holds the Association offer of 6.7% as too high. The Association holds that though the differences between the parties are not great, yet the percentage difference is important. A teacher required to assist in extra-curricular duties should not receive a lesser wage rate increase for this duty than teaching duty. The Association also states that the Board cannot justify its proposal for athletic director, and comparables favor the Association offer. In the matter of the wages for the Annual advisor, the Association acknowledges that its offering is not supported well by the comparables, and this was because the parties could not agree what the position should be paid; and that if equity adjustments were to be made, the entire schedule should be reviewed.

Both parties assert that the award in this case should not turn on these matters.

Discussion. No exhibits were related to the general matter of increases in extra-curricular pay. The matter comes down to the reasonableness of the offers at 5% or 6.7% the first year and 6.5% the second year. The arbitrator believes that the rate in extra-curricular pay can be reasonably related to the rate increase in basic salary and in this case the Association offer for 1984-85 is the more reasonable offer, and if the award goes to the Association for an agreement of two years, the proposed rate of 6.7% for 1985-86 would not be unreasonable.

On the basis of the limited comparables offered for Driver's Education, the Association's offer is more reasonable.

The arbitrator finds that the Association offer is also more reasonable for Home Bound instruction where it represents a 6.5% increase as compared to the Board offer which represents a 5.0% increase.

XIV. BENEFITS - INSURANCES. The following table shows the proposed offers on insurances.

TABLE X

SUMMARY OF INSURANCE OFFERS

Type	1984-85		1985-86	
	Board	Assn.	Board	Assn.
Dental	S - 100% (\$11.51) F - Up to \$35.09 (92.5%)	S - 100% (\$11.51) F - 95% (36.04)	-	S - Up to \$12.66 F - Up to \$41.73 Not more than 1984-85 proportions.
Health	-	-	-	S - Up to \$73.28 F - Up to \$187.99 Not more than 1984-85 proportions.
Long Term Disability	Up to \$6,160	Up to \$6,750	-	Up to \$7,290

The next table is derived from Association Exhibit 73.

TABLE XI

RANK OF WAUTOMA IN COSTS RELATED
TO HEALTH AND DENTAL INSURANCE IN ECA CONFERENCE, 1984-85

A. Health Insurance

	Family			Single		
	Cost	Bd. Payment	%	Cost	Bd. Payment	%
Board	7	5	95	6	5	100
Assn.	7	5	95	6	5	100

B. Dental

Board	3	2	92.5	3	2	100
Assn.	3	2	95	3	2	100

It is illuminating to report Association Exhibit 74 in full.

TABLE XII

EAST CENTRAL ATHLETIC CONFERENCE
LONG-TERM DISABILITY INSURANCE
1984-85

District	Bd. Pays	Waiting Period	Salary Covered
Berlin	100%	60 days	90%
Hortonville		60 days	66%
Little Chute	100%	45 days	90%
Omro	optional - teacher must pay all		
Ripon	100%	120 days	75%
Waupaca	100%	90 days	63%
Wautoma	\$6750/yr.-Assoc. \$6160/yr.-Board	90 days	67%
Winneconne	up to \$9.50/month - very few employees have to pay anything	90 days	66-2/3%

Board Exhibit 31 (corrected) notes that in health insurance for 1984-85 Wautoma is one of five ECAC districts in which the teachers do not have to pay toward health insurance under the single plan, and it is one of six districts in which they do not have to pay toward the single dental plan. In the family plan, Board and Association offers alike, Wautoma is third lowest with a payment of \$8.54 for health insurance; and fourth lowest at \$2.85 and \$1.90 respectively with the dental plan.

Board Exhibit 32 shows that five out of eight ECAC districts state family and dental insurance as dollar amounts for family plans.

The Association notes that the parties are close on the family premium for dental insurance. The Association asserts that Board Exhibit 31 as corrected is still incorrect in some areas, but that the conclusion is that the combination of health and dental rates show that the Wautoma Board offer is less than that offered by other boards in the ECAC. The Association is providing the Board with dollar and percentage caps.

As to the long term disability rates, the practice is for most boards to pay a full rate and the Association offer at \$6,750 is made in the hope that it will pay most of the costs. The Board offer in effect decreases the percentage of the premium paid for LTD since LTD cost is computed on the volume of salary dollars covered, which will increase under both offers.

With respect to the insurances, the Board states that the offer of the Association reflects a change in the status quo because it provides for a percentage increase when the custom has been always for a flat amount to be contributed by the Board, so that the Board could budget for its cost. The Association is seeking to raise the Board contribution which amounted to 92.5% last year to the equivalent of 95%. The Board offer however best matches the status quo, and no reason should be made for the change. The Board notes the high rate of its contribution. The Board holds that the Association concept of percentages amounts to bargaining in the dark, and is a radical change.

The Board has the same objection to the 1985-86 proposal of the Association on health insurance where percentages are used instead of the dollar amounts. In comparability, a majority of the schools in the district rely on dollar amounts.

The Board objects to the Association proposal on long term disability insurance on the grounds that the amount bargained in the previous contract will cover the cost in 1984-85, and there is no reason to increase this.

Discussion. A review of Table X and Board Exhibits 31 and 32 indicate that the Board is providing a reasonable plan for health and dental insurance in costs to the teachers, and as to the method of stating those costs in the contracts. The Board's offer is more reasonable on the basis of comparability.

As to the offers on long term disability, the evidence as to what may be required in the future is almost totally absent, but the arbitrator is persuaded that the Association position that about the same percentage of increase should be reflected in the costs as in the base salary is reasonable.

The arbitrator does not find that in this instance the change from flat dollar rate to the use of a percentage as an alternate top is the most critical aspect of the insurance offers, though such a proposal could be under other circumstances.

XV. RETIREMENT. The Association is proposing that in the second year of its proposed agreement the Board increase the contribution for retirement from 5% to 6%. The Association states that on January 1, 1986, the state will require a 6% contribution to retirement. In the past the District has paid the previous full 5%. The Association offer is thus an extension of the principle that the District assumes the full cost.

The Board states that the Association offer requiring the Board to increase its payment for retirement from 5 to 6 percent is without a quid pro quo. The Board is precluded from bargaining on the issue, and there is at present no comparable evidence as to where this increase has been granted. The arbitrator should not establish a trend on the matter.

Discussion. The Board position on this matter meets the test of comparability in that there is no example of where the coming 6 percent increase has been accepted as an obligation of a district board. It should be noted that if the Association offer is accepted here, then this would increase the overall benefits to the employees by another percent to be added to total compensation.

XVI. BENEFITS - FRINGE BENEFITS. The exhibits did not extensively treat a comparison of fringe benefits. The Board however argues that the District provides its teachers with an "outstanding array" of benefits in its insurances, retirement, personal leave, sick leave and emergency leave. The contract contains protections in layoff and recall, discipline and stable employment and clean and productive work environment at a time when in the private sector layoffs are common. The stipulated sections of the agreement contain significant changes which include layoff clause revisions and increase contributions for health insurance.

The Association did not directly address this type of factor, but indirectly stressed that teachers' compensation currently is too low in general.

The arbitrator has no data by which to judge whether the fringe benefits in the District are in general comparable to those in comparable districts, but makes the conclusion that the Board does have a weight which can be attached to the matter of stability of employment.

XVII. THE CALENDAR. The Association in its offer for a two year contract has set forth a calendar. The calendar offers the same number of student and teacher days, but starts the Friday before Labor Day. The Association states that in the athletic conference and in the state in general, schools will start before Labor Day. The first day is primarily for orientation and will not produce a harmful situation for educational progress.

The Board charges that the Association proposal for a second year calendar changes the status quo by starting school before Labor Day instead of starting it after Labor Day. This causes problems from an educational standpoint. The single day in a week is not in the best interests of the students. The Board also demands that it be able to negotiate the calendar.

Discussion. In the absence of exhibits which would conclusively present what the school calendar patterns are for 1984-85, the arbitrator has to resort to what he thinks constitutes the most reasonable offer given the above arguments of the parties. The arbitrator is of the opinion that it may not be fully efficient in the use of educational time to schedule the beginning of school on the Friday before Labor Day, and also he believes it is in the interests of the parties for them to negotiate a calendar. The weight of this issue accrues to the Board's position as more reasonable.

XVIII. DURATION. The Association is proposing a contract of two years and the Board a contract for one year. The following table is Association Exhibit 72.

TABLE XIII

EAST CENTRAL ATHLETIC CONFERENCE
DURATION OF CONTRACT

<u>DISTRICT</u>	<u>DURATION</u>
Berlin	1982-84
Hortonville	1984-86
Little Chute	1983-85
Omro - reopen on money, calendar & 2 language items	1984-86
Ripon - reopen on money, insurance & calendar	1984-86
Waupaca	1983-85
Wautoma	1984-86 - Assoc. 1984-85 - Board
Winneconne	1984-85

The Association asserts that the most common standard in the ECAC is the two year contract. Agreements are not easy to obtain in Wautoma and the process is time consuming, so the parties should not be required to go through the process every year. The parties are coming from a two year agreement, and this should be persuasive as part of a "status quo". The Association argues that a two year agreement is needed here to produce labor peace. The parties have been bargaining continuously.

The Board asserts that the two year contract on all the items the Association has proposed runs counter to comparable, logic and arbitral precedents. The Association holds that a great uncertainty exists in the state budget and its relation to local school districts. It is not in the interest of the public to speculate also as to what the economy will be like. Only one district has settled for 1985-86 and two districts have reopener provisions. The Association's proposal is a departure from the norm as most districts in ECAC are bargaining for 1986.

The Board cites arbitrators who have been reluctant to impose two year agreements. Also there is no level of settlement for 1985-86 which can be applied. The Board holds that the 1983-85 agreement between the parties should not be used for an example, because of the late date at which the parties were involved in bargaining. Further most schools have not begun bargaining for 1985-86.

Discussion. Association Exhibit 72 shows a preponderance of two year agreements existing in ECAC for the year 1985. Of three agreements between 1985-86, two of them have reopeners on money items. Thus the 1985-86 pattern is not fully established, since what is usually the most important item in a contract, money, is open in two of the three contracts. The evidence also is not conclusive as to whether a two year contract should be given the weight here in view of the serious problem of the wage offer and of retirement payment which could increase the total payment of an increase, if the two year provision is adopted. These factors militate against a two year contract.

In favor of the two year contract is the fact that the parties will have to start bargaining again. Weighing the uncertainties of the effect of the salary and retirement benefit costs with the problem of continuous bargaining, the arbitrator is of the opinion that the interests of the public are served by not mandating a two year contract through arbitration. This statement is made in light also of matters which are discussed following.

XIX. COST OF LIVING. Both parties submitted information on the changes in the various consumer price indices which are said to represent changes in the cost of living. As this arbitrator has customarily done, he will consider the Consumer Price Index at that point when the 1984-85 agreement was to have begun. The former agreement terminated June 30, 1984, and the use of the July index therefore is the fairest method of applying the standard. The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for non-metropolitan urban areas will be used with a base of December 1977 at 100, and also the CPI-W with the base of 1967 at 100 for the US City average.

The following is derived from Association Exhibit 86 and Board Exhibit 47:

1. CPI-W, Non-Metro. Urban Area, June, 1984 - 167.9.
Increase over previous year - 3.6%.
2. CPI-W, U.S. City Average, July, 1984 - 307.5.
Increase over previous year - 3.1%.

The Board submitted some exhibits (27-30) in which the Board related the changes in salary of persons in the steps over a period of time to the changes in the CPI for that period of time. These exhibits, abstracted, assert:

1. A teacher in the BA lane beginning in 1981-82 will have enjoyed a salary increase by 1985 under the Board offer of 33.0%, and under the Association offer of 33.7%. For a teacher in the MA lane, same steps, that person will have enjoyed a 32.9% increase under the Board offer and under the Association offer a 33.7% increase at a time when the total CPI increase was 12.0%.

2. For the same period of time, a person in the BA lane, steps 9-12, will have enjoyed a 29.7% increase under the Board offer and a 30.3% increase under the Association offer. A teacher in the MA lane, same steps, will have had an increase of either 29.5% or 30.3% under the offers.

3. For a teacher at Step 5 in the BA lane for 1985-86 assuming no increase in state aids, the increase would be 10.3%, and in the MA lane also a 10.3% increase, when the CPI would be 3.5%. Over the period from July 1981 to February 1982, the CPI would have changed only 14.3%.

4. For a teacher who in 1985-86 goes from the top of BA lane (Step 12) to Step 13 in the MA lane, the increase would mean an increase over a period of 1981-1986 of 38.8% under the Board offer and 42.7% under the Association offer.

The Association says that the cost of living criterion is not in dispute, and it must be concluded that neither party is relying on it, and it should not be relied on.

The Board says that its offer exceeds the cost of living change by about three times, guaranteeing real income advances by employees, and this should be viewed as a strong factor in the Board's favor.

The Board refers to its exhibits showing the experience of teachers in various steps, and says that the exhibits show that the Board has been sympathetic to raising teacher salaries, and if fringe benefits were added, the increase would be even greater.

Discussion. It is evident that the Board's offer more nearly approximates the changes in the consumer price index whichever of the indices is used. This is a factor in favor of the Board's offer. The arbitrator does not give added weight to this factor, however, by relying on the Board Exhibits 27-30 which show the benefits enjoyed by teachers as they advance through the salary steps. As long as there are salary schedules which include progressions, some teachers will get greater percentage increases than others as they advance up the ladder of progression. The important factor in the cost of living is the overall effort of the employer in cost for total compensation, and not the individual experience of someone placed in the scattergram of the schedule.

XX. THE INTERESTS AND WELFARE OF THE PUBLIC - (continued).

Both parties in this matter have stressed heavily the idea that the interests and welfare of the public are best served by the recognition for their offer. Association Exhibits 87 - 127 address this matter. The exhibits relate to the lesser pay teachers as professional get as compared to other professional and even some trades people, the shortage of qualified teachers in the sciences, teachers leaving because of low pay, the urging by public leaders to quickly upgrade the income of teachers, among other things.

Association exhibits also address the matter of employment, industry, and farming. Association Exhibit 136 asserts that only 9.4% of the people in the Wautoma area are engaged in agriculture. Association Exhibit 138 reports on the "Golden Sands" farming area around Wautoma, indicating farm income is up and there are higher prices for farmlands. Other exhibits assert that there is prosperity in the farmlands around the Wautoma district which are productive vegetable growing lands.

Board Exhibit 33 indicates that the average 1984 unemployment rate in Waushara County was 9.2% and in January 1985 it was 11.3% with an average state rate of unemployment at 7.14% in 1984 and 8.15% in January 1985.

Board Exhibit 137 indicates that the median household income and median family income in the Wautoma district were the lowest in the ECAC group, with the per capita income also being the lowest; and with the highest number of families at 8.1% being below the poverty line, and with the highest number of individuals at 10.9% being below the poverty line.

Board Exhibits 48-136 relate to the economic conditions of Wisconsin. They include numerous statements, reports, articles and documents calling for lower taxes, asserting that Wisconsin's economic future is clouded, that school levies are rising, that lower pay rates are common, and wage restraint is called for. The exhibits argue that there is a grave farm crisis which is also affecting small towns. Board Exhibits 77-135 specifically address this farm situation.

Summary of the Association's Position. The Association asserts that the school districts in general and Wautoma in particular significantly underpaid teachers in comparison to other employees, and that education is suffering and will suffer further from this situation. It cites numerous sections from its exhibits to this effect. It argues that there is more than adequate support for the increasing of teachers' salaries in Wisconsin. The Board in this instance, however, has raised the average teacher's salary in Wautoma from \$18,565 in 1983 to \$20,020 in 1984 which is \$4,779 less than the 1984-85 average for the state. Also the increase per average teacher in Wautoma under both offers does not compare favorably with the average income per returning teachers in the state. The Association offer for 1984-85 is superior to that of the Board in attempting to provide teachers in Wautoma with a wage rate sufficient to facilitate retention of quality teachers.

It has been noted earlier here that the Association states that the District does not support education as well as the average district in the conference or in Wisconsin.

The Association challenges the Board's position that farms in the Wautoma district are in great peril and that teachers should take lower salaries. The District has not argued that when farms are doing well, teachers have been treated better than the average teacher in the ECAC.

The Association states that the data offered by the Board is a broad brush treatment of the farm economy and does not deal with the farmers of the Golden Sands area around the Wautoma School District. Here the farmers have done very well and expect to continue to do so as compared to grain farmers who do have difficulties. The concept advanced by the Board that the Wautoma community is controlled by agriculture is wrong in that only 9.4% of the employed person in the District derive their income from agriculture.

Summary of the Board's Position. The Board's position is that the interests and welfare of the public are best reflected in the Board's offer. The Association should not be immune from the impact of the economy under the current disinflationary environment and the current economic turmoil faced by farmers. The Board notes the unemployment rate in Waushara County and

that the general public interest and the employee interest do not coincide here. The Board asserts that it is both recognizing the economic difficulties faced by the tax paying public of Wautoma district, and acting responsibly to the teachers with an 8.1% package offer.

The Board asserts that the public has a vital interest in compensating teachers at a competitive level, but most of the Association's exhibits have focused on beginning teachers' salaries. It also asserts that the proposed beginning level for teachers of \$18,000 has been rejected by the legislature as exorbitant. The Association has not presented evidence that teachers were leaving the District because of low pay, and in fact, the salaries in Wautoma compare quite favorably with those in ECAC.

Discussion. The matter of the public interest and welfare relates not only to the economic situation within the district and the state, but also to the matter of prospective legislative action providing some form of assistance to local school districts. From a review of the evidence here, the arbitrator is of the conclusion, as previously stated, that the first year offer of the Association is more suitable to the needs of the District both as to comparability and as to the retention of qualified teachers than the Board's offer. The question about the suitability of the second year offer must then be considered in light of the interests and welfare of the public. The circumstances of the uncertainty of what the level of state funding will be, the potential difference between the parties over what they will assert that level to be, the absence of precise knowledge of what the rate increase for basic salary will be and what the total increase will be when the factor of retirement costs is included, all lead this arbitrator to conclude that in the interest of fairness to the parties and the public, a two year contract should not be awarded, but rather that the parties be able to negotiate the 1985-86 agreement after they have a clearer idea of the actual level of state funding and of the resources of the District.

Despite the economic problems cited by the Board, the evidence is that basically the compensation for teachers needs to be upgraded, but the nature of the second year phase of the Association's offer is surrounded by too many uncertainties of cost.

This conclusion favoring a one year contract is reached after recognition of the fact that for the parties to begin bargaining again is an argument for a two year contract; but uncertainties involved in the second year conditions proposed here constitute a situation of novel nature against which arbitral precedents militate unless the need for catching up is severe. The arbitrator does find that there is a need for Wautoma to do some catching up in the ECAC grouping, but it is not so severe as to require the innovative kind of proposal embodied in the Association offer in which the exact obligation of the Board in dollar terms is not precisely defined.

XXI. OTHER FACTORS. The Association is making the argument that since there is not likely to be a settlement before June of 1985 for wages due in July 1984, there will be a decline in the value of the dollars paid under the concept of "present value". Assuming a 9% interest rate to prevail for the period of the negotiations and arbitration, the value of the Association offer drops from 8.43% to 7.29%. This would also apply to the Board offer. Thus the Association offer is considerably lower than the rate achieved in other comparable schools (See A-131).

The matter of present value of wages after prolonged negotiations and arbitration is raised from time to time. The question is what weight the arbitrator should give it. In essence the argument of those advocating the consideration of present value is that prolonging the negotiations results in more favorable circumstances for the employer who earns interest on monies not given out in wages. The position of this arbitrator is to recognize that a prolonged settlement period can work to the benefit of the employer, but since it is something not customarily taken into consideration in arbitration awards, nor mandated by statute as a factor to consider, the situation of loss of potential earnings on wages paid at a later time cannot be a persuasive or deciding factor here. This aspect of negotiations is a hazard of negotiations.

XXII. SUMMARY. The following is a summary of the arbitrator's conclusions herein.

1. There is no question here as to the lawful authority of the Employer to meet either offer.

2. The evidence is that the District can meet the costs of either offer.

3. The primary districts for comparisons here are those in the East Central Athletic Conference. Districts within a 35 mile radius have a secondary value, and state-wide comparisons a tertiary value.

4. With respect to the wage offers for base wages and total compensation, the Association offer for the first year is more reasonable than the Board offer as there is some need for a catch up. However in the second year offer of the Association, the new approach used to determine the wage rate based on state funding is not matched by any comparable system in another district, and the exact amount of the commitment of the Employer based on state funding is not ascertainable. Comparing the desirability of the Association's offer for the first year and the lack of comparability for the second year, the arbitrator concludes that the more significant aspect of the Association's offer is this second year phase which outweighs the merits of the first year offer. The District offer without a second year phase is the more reasonable one.

5. In the comparison of teachers' salaries in the District with salaries and wages enjoyed by professionals of like training, the weight of this factor accrues to the Association.

6. The Association offer on extra-curricular pay is the more reasonable one.

7. The Association offer on Driver's Education pay is the more reasonable one.

8. The Association's offer on home bound instruction is the more reasonable offer.

9. The offers of the Board on dental and health insurances are the more comparable as to costs and as to stating those costs in the contract.

10. The arbitrator finds the Association offer on long-term disability insurance the more reasonable offer.

11. On the matter of the Association's offer for the Board to assume a 1% increase in 1986 contribution to the retirement fund, making it 6%, the Board position against this proposal meets the test of comparability. No evidence has been given where this prospective increase has been accepted by another district.

12. As to fringe benefits, the arbitrator finds no data by which to judge whether the fringe benefits in the District are comparable to those in other districts. However, some weight accrues to the Board's offer relating to the stability of employment.

13. The Board's position on the calendar issue is held to be the more reasonable one.

14. Weighing the uncertainties of the effect of the salary and retirement benefit costs against the problems of continuous bargaining that are entailed in a decision of whether the duration of the contract should be for one or two years, the arbitrator is of the opinion that the interests of the public are best served by not mandating a two year contract through arbitration.

15. The Board's offer is closer to the changes in the cost of living as reflected by the changes in the CPI-W from July 1983 to July 1984 when the new agreement goes into effect.

16. As to the interest and welfare of the public, the uncertainty of the level of state funding for 1985-86, the potential differences between the parties over what they will assert that level to be, the absence of precise knowledge of what the rate increase for basic salary and total increase will be, leads the arbitrator to conclude that in the interest of fairness to the parties and to the public, a two year contract should not be awarded but rather the parties should be able to negotiate a 1985-86 agreement after they have a clearer idea of the actual level of state funding and resources of the District.

17. Of the foregoing matters, the most weighty is that relating to the wage offers and the duration of the agreement, as it relates to the wage offers. The weight of these factors falls to the District's offer. Hence the following award is made:

XXIII. AWARD. A 1984-85 agreement between the Wautoma Education Association and the Wautoma Area School District shall include the offer of the District.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE

June 6, 1985