

MAY 30 1985

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
 :
 MOSINEE EDUCATION ASSOCIATION :
 :
 To Initiate Mediation-Arbitration : Case 12
 Between Said Petitioner and : No. 33758 MED/ARB-2930
 : Decision No. 22227-A
 MOSINEE SCHOOL DISTRICT :
 :
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APPEARANCES

Thomas J. Coffey, Central Wisconsin Uniserv
Council, on behalf of the Association

Dean R. Dietrich, Mulcahy & Wherry, S.C., on
behalf of the District

On January 15, 1985 the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70(5)(cm)6b. of the Municipal Employment Relations Act in the dispute existing between the Mosinee School District, hereafter the District, and the Mosinee Education Association, hereafter the Association. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on March 13, 1985. During the course of said mediation the parties authorized the undersigned to issue a consent award containing the undersigned's recommended disposition of their extracurricular assignment dispute. Based upon said authorization, and being satisfied that the proposed disposition of this dispute issue conforms to the statutory criteria, the undersigned hereby issues the following consent award, attached hereto as Appendix A, which sets forth the extracurricular language which is to be incorporated into the parties' 1984-85 collective bargaining agreement.

Said mediation effort however failed to result in resolution of all of the issues in dispute. Therefore, the matter was thereafter presented to the undersigned in an arbitration hearing which was conducted on the same date for final and binding determination.

Post hearing exhibits, briefs, and reply briefs were filed by both parties and were exchanged by May 6, 1985. Based upon a review of the evidence and arguments, and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1984-1985 school year and involves issues related to the salary schedule, extended contracts and miscellaneous compensations for coaches' vacation time practices, single period substitutes, and homebound instruction. In addition, the parties disagree as to which school districts should be considered appropriate comparables in this proceeding. Because the disposition of the latter issue may have an impact on the resolution of the other issues in dispute it will be addressed first. Thereafter the relative merit of the parties' positions on the salary schedule, extended contracts and miscellaneous compensation issues will be discussed, after which, the undersigned will address the relative merit of the parties' total final offers.

COMPARABILITY

Association Position

The District does not fit a standard comparability mold. In this regard, the Athletic Conference to which it belongs does not provide an appropriate set of comparable districts. This is so since the geography of the Conference is not common-- the District is part of the Wausau metropolitan area while the vast majority of the districts in the Conference are in Clark, Taylor, and Chippewa Counties, which are basically rural areas.

Moreover, the District is substantially larger than any other district in the Conference.

With the exception of Colby, the standards of size and geographic proximity do not match with any other present Athletic Conference districts. These standards do however fit the Tomahawk and Nekoosa Districts which were members of an athletic conference with the District in prior years.

The primary comparable group proposed by the Association includes four districts which are the only districts in north central Wisconsin which are similar in size. These districts include Tomahawk, Colby, Nekoosa, and Wittenberg.

Since the District is the largest of the primary comparables, and since the primary comparables are so few in number, the Association also proposes that a group of statewide comparables of similar sized districts should also be considered.

Arbitrators have utilized statewide comparables in disputes involving larger districts where local comparables are not available. 1/ The District belongs to a subset of smaller statewide districts which can be compared based upon similar considerations.

The D.C. Everest District should also be given some consideration in this proceeding based upon arbitral precedent. 2/

Lastly, in response to the District's proposal that contiguous districts be utilized, the only contiguous district which is of similar size is Wittenberg-Birnamwood.

District Position

The District proposes as comparables the districts in the Athletic Conference, plus the following five districts: Edgar, Marathon, Rosholt, Stratford, and Wittenberg-Birnamwood.

The use of the athletic conference as the District's primary comparables is supported by prior arbitration awards. 3/

The Association's proposed comparables on the other hand do not take into proper consideration relative size and geographic proximity.

Discussion

The undersigned has selected as the most appropriate districts to utilize as comparables in this proceeding the next four largest districts in the Athletic Conference in which the District participates--Neillsville, Colby, Auburndale, and Stanley Boyd--and three other districts in the area which are as geographically proximate to the District as are the districts

1/ Citations omitted.

2/ Citations omitted.

3/ Citations omitted.

ASSOCIATION PROPOSAL

STEP	BS	BS+6	BS+12	BS+18	BS+24	BS+30 MS	BS+36 MS+6	BS+42 MS+12	BS+48 MS+18	BS+54 MS+24	BS+60 MS+30	BS+66 MS+36	BS+72 MS+42	BS+78 MS+48
1	14715	15009	15303	15597	15891	16235	16529	16823	17117	17411	17705	17999	18293	18587
2	15181	15475	15769	16063	16357	16701	16995	17289	17583	17877	18171	18465	18759	19053
3	15647	15941	16235	16529	16823	17167	17461	17755	18049	18343	18637	18931	19225	19519
4	16113	16407	16701	16995	17289	17633	17927	18221	18515	18809	19103	19397	19691	19985
5	16579	16873	17167	17461	17755	18099	18393	18687	18981	19275	19569	19863	20157	20451
6	17363	17657	17951	18245	18539	18883	19177	19471	19765	20059	20353	20647	20941	21235
7	18147	18441	18735	19029	19323	19667	19961	20255	20549	20843	21137	21431	21725	22019
8	18931	19225	19519	19813	20107	20451	20745	21039	21333	21627	21921	22215	22509	22803
9	19715	20009	20303	20597	20891	21235	21529	21823	22117	22411	22705	22999	23293	23587
10	20499	20793	21087	21381	21675	22019	22313	22607	22901	23195	23489	23783	24077	24371
11	21283	21577	21871	22165	22459	22803	23097	23391	23685	23979	24273	24567	24861	25155
12	21908	22202	22496	22790	23084	23428	23722	24016	24310	24604	24898	25192	25486	25780
13						24053	24347	24641	24935	25229	25523	25817	26111	26405
14						24678	24972	25266	25560	25854	26148	26442	26736	27030
15						25303	25597	25891	26185	26479	26773	27067	27361	27655
16						25928	26222	26516	26810	27104	27398	27692	27986	28280
17						26553	26847	27141	27435	27729	28023	28317	28611	28905
18						27178	27472	27766	28060	28354	28648	28942	29236	29530

in the Athletic Conference and which are approximately the same size as the District, namely, Tomahawk, Wittenberg, and Nekosoa.

Because of the number of relatively comparable districts in the area, the undersigned sees no need to compare the District with similar sized districts which are not geographically proximate and which therefore may be part of distinguishable labor markets.

SALARY SCHEDULE

Each group of 6 graduate credits - 2% of base or \$294 (This formula is also applicable beyond BS+78/MS+48)

Increments - .0317 (1-5) - \$466
 .0533 (6-11) - \$784
 .0425 (12-18) - \$625

Longevity - 3.4% of BA base for each year above top of MS or BS+30 credit schedule (\$500) up to a maximum of 7 payments

District Proposal

STEP	BS	BS+6	BS+12	BS+18	BS+24	BS+30 MS	BS+36 MS+6	BS+42 MS+12	BS+48 MS+18	BS+54 MS+24	BS+60 MS+30	BS+66 MS+36	MS+42	MS+48
1	14630	14923	15216	15509	15802	16141	16434	16727	17020	17313	17606	17899	18192	18485
2	15094	15387	15680	15973	16266	16605	16898	17191	17484	17777	18070	18363	18656	18949
3	15558	15851	16144	16437	16730	17069	17362	17655	17948	18241	18534	18827	19120	19413
4	16022	16315	16608	16901	17194	17533	17826	18119	18412	18705	18998	19291	19584	19877
5	16486	16779	17072	17365	17658	17997	18290	18583	18876	19169	19462	19755	20048	20341
6	17266	17559	17852	18145	18438	18777	19070	19363	19656	19949	20242	20535	20828	21121
7	18046	18339	18632	18925	19218	19557	19850	20143	20436	20729	21022	21315	21608	21901
8	18826	19119	19412	19705	19998	20337	20630	20923	21216	21509	21802	22095	22388	22681
9	19606	19899	20192	20485	20778	21117	21410	21703	21996	22289	22582	22875	23168	23461
10	20386	20679	20972	21265	21558	21897	22190	22483	22776	23069	23362	23655	23948	24241
11	21166	21459	21752	22045	22338	22677	22970	23263	23556	23849	24142	24435	24728	25021
12	21788	22081	22374	22667	22960	23299	23592	23885	24178	24471	24764	25057	25350	25643
13						23921	24214	24507	24800	25093	25386	25679	25972	26265
14						24543	24836	25129	25422	25715	26008	26301	26594	26887
15						25165	25458	25751	26044	26337	26630	26923	27216	27509
16						25787	26080	26373	26666	26959	27252	27545	27838	28131
17						26409	26702	26995	27288	27581	27874	28167	28460	28753
18						27031	27213	27517	27910	28203	28496	28789	29082	29375
						27528	27821	28114	28407	28700	28993	29286	29579	29872
						28025	28318	28611	28904	29197	29490	29783	30076	30369
						28522	28815	29108	29401	29694	29987	30280	30573	30866
						29019	29312	29605	29898	30191	30484	30777	31070	31363
						29516	29809	30102	30395	30688	30981	31274	31567	31860
						30013	30306	30599	30892	31185	31478	31771	32064	32357
						30510	30803	31096	31389	31682	31975	32268	32561	32854

Each group of 6 graduate credits - 2% of base of \$293.

Increments - .0317 (1-5) - 464

.0533 (6-11) - 780

.0425 (12-18) - 622

Longevity - 3.4% of base of \$497 for 7 payments

Association Position

Applying the traditional salary benchmark analysis to the four districts which are most comparable to the District, one finds that the Association's proposal is clearly more comparable at the BA Base, MA Minimum, MA 10th step, and BA 7th step. At the Schedule Maximum, the percentage increase supports the Association's position, thus supporting the Association's position. The remaining benchmarks support the District's offer, however, the Association's position is not unreasonable when viewed in the overall context.

Furthermore, in six of the seven salary benchmarks, there has been a deterioration of increases, whether measured in dollars or percentages, which further supports the reasonableness of the Association's position.

When comparing statewide districts of similar size, all benchmark comparisons unequivocally support the reasonableness of the Association's position. In this regard also there has been a substantial deterioration of wage increases since the 1980-81 school year.

The District has also lost substantial ground to D.C. Everest at the salary benchmarks since 1980-81, even if one takes into account the fact that D.C. Everest teachers received no increments in 1984-85.

The Association's salary offer is also consistent with the broad sample of all settled districts in the State. Relatedly, the District's salary rates have lost substantial ground to the State average since 1979-80.

The District's salary increases in 1983-84 were substantially below standard because of substantial insurance cost increases. However, in 1984-85, even though the District's insurance rates have not increased, the District has again made a lower than average wage proposal.

The record demonstrates that the District is a relatively low spending district and that the Association's proposal would not put any undue financial demands upon it.

The District has failed to show any special economic hardship existing in Mosinee in comparison to other comparable districts.

Furthermore, it is evident that the District is not primarily a farming area, so arguments regarding the state of the farm economy are not really relevant.

Relatedly, weight should be given to the public's interest in fair wage rates for the teaching profession, and in this regard, the public interest supports the Association's position.

Arbitrators have consistently held that the cost of living criteria should be measured by the voluntary settlement pattern in comparable employer-employee relationships. 4/ That pattern supports the Association's position herein.

The District's reference to data from non-teaching public sector employer-employee relationships should not be utilized herein since there is no established historical wage relationship between these groups and the District's teachers.

Similarly, comparisons with other District employees is also inappropriate for the same reason.

The comparisons of total package costs utilized by the District are not sufficiently reliable to utilize as a basis for comparisons in proceedings such as this.

4/Citations omitted.

And lastly, modifications of salary schedule structures should be voluntary, and not the result of arbitration. This is particularly true where as here the parties have already agreed to certain salary structure modifications.

Assuming arguendo that the District's proposed change in the salary schedule structure is justified based upon comparability, this minor factor does not make up for the deficiencies in the District's salary benchmark rate increases.

District Position

The District's salary offer maintains the District's relative rank order salary position among the District's comparables, as does the Association's offer; however, the Association's offer costs more, and this additional cost cannot be justified in view of the fact that the District's offer maintains the District's relative salary position.

The District's proposed average dollar increases exceed comparable averages. In percentage terms, the District's proposed increase is equal to or greater than most of the comparable averages.

The District's offer also retains the District's above average salary position among the District's comparables. In fact, the offer greatly exceeds the comparable average of all of the benchmarks.

The District's offer generously allows teachers who have "BA plus credits" to horizontally advance into the "MA" lanes. None of the comparable salary schedules allows teachers without MA degrees to so advance on the salary schedule.

The Association's proposed salary schedule would allow teachers an infinite salary increase merely for the completion of additional credits. Clearly, at some point in time teachers must focus their education and receive a masters degree to qualify for additional salary advancement.

The District's proposed modifications to the salary schedule does not create any hardship to existing District staff and no one is adversely impacted by the schedule structure.

Relatedly, the Association fails to acknowledge that the longevity payments made to teachers in the District far exceed any payment to other similarly situated employees in comparable districts.

The District, like its comparables, is reliant primarily on a rural and agrarian tax base to support school program costs. Teachers will certainly fare better under the District's proposal than area farmers, who have experienced a loss in farm income in 1984 with no relief in sight.

Other settlements in the District and Marathon County settlements reflect modest wage increases in 1984 and '85, which are substantially smaller than the District's proposed increases.

Lastly, the District's offer also exceeds relevant increases in the cost of living.

Discussion

In order to facilitate an analysis of comparable salary schedule settlements, the undersigned has constructed the following charts:

BA BASE

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	13,755	14,380	4.5	625
Auburndale	13,727	14,475	5.4	748
Stanley Boyd	13,600	14,300	5.1	700
Colby	13,375	14,602	9.2	1,227
Tomahawk	13,436	14,242	6.0	806
Wittenberg	13,725	14,575	6.2	850
Nekoosa	14,005	14,925	6.6	920
Average	13,660	14,500	6.1	839
Mosinee	13,810	B 14,630 A 14,715	5.9 6.5	820 905
+/- Average	+ 150	B + 130 A + 215	- .2 + .4	- 19 + 66
Rank Among 8	2	B 2 A 2		

BA 7th

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	16,569	17,410	5.1	841
Auburndale	17,366	18,311	5.4	945
Stanley Boyd	16,525	17,375	5.1	850
Colby	16,585	18,016	8.6	1,431
Tomahawk	16,660	17,660	6.0	1,000
Wittenberg	17,349	18,421	6.2	1,072
Nekoosa	17,366	18,507	6.6	1,141
Average	16,917	17,957	6.1	1,040
Mosinee	17,034	B 18,046 A 18,147	5.9 6.5	1,012 1,113
+/- Average	+ 117	B + 89 A + 190	- .2 + .4	- 22 + 73
Rank Among 8	4	B 4 A 4		

BA MAXIMUM

<u>District</u>	<u>83-84</u> <u>w/longevity</u>	<u>84-85</u> <u>w/longevity</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	20,321	21,450	5.6	1,129
Auburndale	20,111	21,206	5.4	1,095
Stanley Boyd	20,750	22,210	7.0	1,460
Colby	21,400	22,568	5.5	1,168
Tomahawk	20,422	21,647	6.0	1,225
Wittenberg	21,577	22,921	6.2	1,344
Nekoosa	19,887	21,193	6.6	1,306
Average	20,638	21,885	6.0	1,247
Mosinee	20,565	B 21,788 A 21,908	5.9 6.5	1,223 1,343
+/- Average	- 73	B - 97 A + 23	- .1 + .5	- 24 + 96
Rank Among 8	4	B 4 A 4		

MA MINIMUM

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	14,679	15,876	8.2	1,197
Auburndale	15,102	15,923	5.4	821
Stanley Boyd	14,950	15,725	5.2	775
Colby	14,275	15,664	9.7	1,389
Tomahawk	15,529	16,461	6.0	932
Wittenberg	14,933	15,859	6.2	926
Nekoosa	15,406	16,418	6.6	1,012
Average	14,982	15,989	6.2	1,007
Mosinee	15,237	B 16,141 A 16,235	5.9 6.5	904 998
+/- Average	+ 255	B + 152 A + 246	- .3 + .3	- 103 - 9
Rank Among 8	3	B 3 A 3		

MA 10th

<u>District</u>	<u>83-84</u>	<u>84-85</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	19,404	20,276	4.5	872
Auburndale	20,526	21,640	5.4	1,114
Stanley Boyd	19,675	20,810	5.8	1,135
Colby	19,414	21,163	9.0	1,749
Tomahawk	21,818	23,127	6.0	1,309
Wittenberg	20,846	22,141	6.2	1,295
Nekoosa	21,106	22,495	6.6	1,389
Average	20,398	21,665	6.2	1,266
Mosinee	20,669	B 21,897 A 22,019	5.9 6.5	1,228 1,350
+/- Average	+ 271	B + 232 A + 354	- .3 + .3	- 38 + 84
Rank Among 8	4	B 4 A 4		

MA MAXIMUM

<u>District</u>	<u>83-84</u> <u>w/longevity</u>	<u>84-85</u> <u>w/longevity</u>	<u>% Increase</u>	<u>\$ Increase</u>
Neillsville	22,029	23,576	7.0	1,547
Auburndale	24,644	25,983	5.4	1,339
Stanley Boyd	22,825	24,480	7.3	1,655
Colby	22,840	24,218	6.0	1,378
Tomahawk	24,613	26,090	6.0	1,477
Wittenberg	23,487	24,933	6.2	1,446
Nekoosa	24,959	26,600	6.6	1,643
Average	23,628	25,126	6.4	1,498
Mosinee	28,804	B 30,510 A 30,678	5.9 6.5	1,706 1,874
+/- Average	+5,176	B +5,384 A +5,552	- .5 + .1	+ 208 + 376
Rank Among 8	1	B 1 A 1		

<u>District</u>	SCHEDULE MAXIMUM		<u>% Increase</u>	<u>\$ Increase</u>
	83-84 w/longevity	84-85 w/longevity		
Neillsville	23,520	24,921	6.0	1,401
Auburndale	26,102	27,517	5.4	1,415
Stanley Boyd	24,615	26,460	7.5	1,845
Colby	22,840	24,898	9.0	2,058
Tomahawk	26,357	27,939	6.0	1,582
Wittenberg	24,429	25,939	6.2	1,510
Nekoosa	26,772	28,538	6.6	1,766
Average	24,948	26,601	6.7	1,654
Mosinee*	31,012	B 32,854 A 33,030	5.9 6.7	1,842 2,018
+/- Average	+6,064	B +6,253 A +6,429	- .8 0	+ 188 + 364
Rank Among 8	1	B 1 A 1		

* Based upon existing staff, but horizontal advancement not capped in 83-84 or in Association's 84-85 proposal.

The foregoing data indicates that among the District's comparables, actual salaries vary significantly. However, in spite of these rather significant variations, certain settlement patterns seem to have emerged for the 1984-85 school year, recognizing that some exceptions to those patterns exist, particularly where catch up agreements seem to be taking place. More specifically, the data seems to indicate the following:

At the BA base the District seems to be a salary leader. Particularly in view of that fact, the District's offer appears to be the more reasonable of the two at this benchmark since it is closer to the comparable average increase in terms of both dollars and percentages.

At the BA 7th benchmark the District is in the mainstream among its comparables, and again the District's offer appears to be the more comparable of the two.

At the BA maximum is also in the middle of the pack among its comparables, and its offer likewise is more comparable than the Association's.

At the MA minimum benchmark the Association's proposal is more comparable than the District's based upon the comparability of its proposed dollar increase.

At the MA 10th step benchmark, the District's proposal is more comparable than the Association's, again based upon a comparison of proposed dollar increases.

At the MA and Schedule maximum benchmarks, where the District is clearly a leader among its comparables, the District's proposal, which is the more comparable of the two, is more than generous when viewed in the context of other comparable settlements.

Based upon all of the foregoing, it is evident that the District's salary proposal is the more comparable of the two. Therefore, based upon this factor alone, the undersigned would find that the District's salary proposal is the more reasonable of the two under the statutory criteria regulating proceedings such as this.

This conclusion is buttressed by the fact that the District's proposed salary structure also appears to be the most generous of the comparables when longevity steps and horizontal movement opportunities are compared and analyzed. When all of the above factors are considered, the undersigned unequivocally finds the District's salary proposal to be the more reasonable of the two at issue herein.

JOB ASSIGNMENT, EXTENDED CONTRACTS

District Offer

ARTICLE XII - JOB ASSIGNMENT, Paragraph G - Extended Contracts, Subparagraph 3 shall read as follows:

"When in the best interest of the District and approved by the Board, contracts may be offered to teachers for curriculum development services. Such services shall be compensated at a hourly pro rata rate based on the BA Lane, Step 6 (if the teacher is at or above such Step) or on the BA level with the appropriate Step based upon years of service (if the employee has less than six (6) years of Acceptance of assignments for curriculum development services shall be voluntary."

Association Offer

ARTICLE XII - JOB ASSIGNMENT, Paragraph G - Extended Contracts, Subparagraph 3 shall read as follows:

When, in the best interest of the District and approved by the Board, contracts may be offered to teachers for curriculum development services. Such services shall be compensated at an hourly pro rata rate of the BA Lane, Step 6 for all hours approved and worked by the teacher. Acceptance of assignments for curriculum development services shall be voluntary.

Association Position

Although the District asserts its curriculum development proposal attempts to correlate pay for such activity with experience, it is noteworthy that it gives no credit for experience past five years.

Since employees above Step 6 on the salary schedule receive no credit for experience, it is reasonable not to penalize teachers who have less than six years of experience in this regard.

For this type of project work, a set rate is commonly used by districts.

District Position

The District's proposal regarding curriculum development pay is more rational than the Association's since it is based upon the expertise teachers have gained by virtue of their years of experience in the District. On the other hand, the Association's proposal on curriculum pay would reward all teachers equally for curriculum development work without recognition for experience.

Discussion

Absent evidence on the comparability of the parties' proposals on this issue, the undersigned is persuaded by the District's argument that it is reasonable to attempt to correlate compensation for curriculum development with a teacher's experience in teaching a specific curriculum, particularly during the first several years that a teacher is gaining teaching experience in a specific curriculum. Because the District's proposal is based upon this premise, the undersigned deems it to be the more reasonable of the two at issue herein.

MISCELLANEOUS COMPENSATION

Article XVII - Miscellaneous Compensations, Paragraphs C, D, and E:

Board Offer:

C. Compensation for Coaches' Vacation Time Practices

The head coach and one assistant coach of each sport shall be paid at a rate of \$16.00 per day for each day of practice scheduled on a vacation school day, providing such practice is held with the prior approval of the building principal. There

shall be no practice scheduled on a Legal Holiday (i.e., Thanksgiving Day, Christmas Day, New Year's Day, etc.)

D. Single Period Substitutes

Single period substitutes will be selected on a voluntary basis. They will be paid \$6.50 for each period of substitute work, up to a half day. If staff is used over a half day, payment of \$10.50 will be made for each period of substitute work.

E. Homebound Instruction

Homebound instruction pay shall be \$12.50 per visit plus mileage.

Association Offer:

C. Compensation for Coaches' Vacation Time Practices

The head coach and one assistant coach of each sport shall be paid at a rate of \$20.00 per day for each day of practice scheduled on a vacation school day, providing such practice is held with the prior approval of the building principal. There shall be no practice scheduled on a Legal Holiday (i.e., Thanksgiving Day, Christmas Day, New Year's Day, etc.)

D. Single Period Substitutes

Single period substitutes will be selected on a voluntary basis. They will be paid \$8.00 for each period of substitute work, up to a half day. If staff is used over a half day payment of \$12.00 will be made for each period of substitute work.

E. Homebound Instruction

Homebound instruction pay shall be \$15.00 per visit plus mileage.

Compensation for Coaches' Vacation Time Practices (per day)

<u>1983-84</u>	<u>1984-85</u>	<u>% Increase</u>
\$15.00	Bd: \$16.00	6.7%
	Assn: \$20.00	33.0%

Single Period Substitutes

Up to Half Day:

<u>1983-84</u>	<u>1984-85</u>	<u>% Increase</u>
\$ 6.00	Bd: \$ 6.50	8.3%
	Assn: \$ 8.00	33.0%

Over Half Day:

<u>1983-84</u>	<u>1984-85</u>	<u>% Increase</u>
\$10.00	Bd: \$10.50	5.0%
	Assn: \$12.00	20.0%

Homebound Instruction (per visit plus mileage)

<u>1983-84</u>	<u>1984-85</u>	<u>% Increase</u>
\$10.00	Bd: \$12.50	25.0%
	Assn: \$15.00	50.0%

Association Position

With respect to the issues relating to compensation for special assignments, the Association's offer is not out of line with the compensation paid teachers in comparable districts for such assignments.

Furthermore, no increases have been granted for these assignments for several years, which further supports the reasonableness of the Association's position.

District Position

The District proposes to increase miscellaneous compensation at percentages ranging from 5% to 25% while the Association proposes increases ranging from 20% to 50%. The District's proposal in this regard is more reasonable than the Association's as it addresses compensation needs by specific type, while remaining closest to the salary percentage increases proposed by both parties.

Discussion

Absent evidence pertaining to the comparability of the parties' proposals on these issues, the undersigned has no legitimate basis for determining the relative reasonableness of said proposals. Therefore, no determination will be made herein regarding the relative merit of the parties' positions on these issues.

TOTAL FINAL OFFER

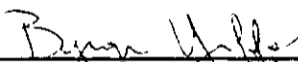
In view of the fact that the undersigned has determined that the District's proposals regarding the salary schedule and curriculum development compensation are more reasonable than the Association's, and in view of the fact that no determination has been made regarding the relative merit of the parties' positions on miscellaneous compensation, the undersigned concludes that the District's total final offer is the more reasonable of the two at issue herein.

Therefore, based upon all of the foregoing considerations, the undersigned hereby renders the following

ARBITRATION AWARD

The District's final offer, with the exception of the proviso on extra pay assignments referred to elsewhere herein, shall be incorporated into the parties' 1984-1985 collective bargaining agreement.

Dated this 30th day of May, 1985 at Madison, Wisconsin.


Byron Yaffe, Arbitrator

ARTICLE XII - JOB ASSIGNMENT, Paragraph C - Extra Pay Assignments shall be modified by adding the following at the beginning of the paragraph:

"Extra-curricular coaching assignments as defined in Article XVII, A, Extra Pay Schedule shall be assigned on a voluntary basis. Extra-curricular academic assignments as defined in Article XVII, A, Extra Pay Schedule shall be determined by the Board, however, the Board shall make a reasonable effort to obtain volunteers for any such assignment who are qualified and acceptable to the Board before making an involuntary assignment of any academic, extra-curricular assignment. Extra pay academic assignments may only be assigned to teachers who are assigned to teach 50% or more in grades 9-12 for Senior High assignments or Grades 6-8 for Junior High assignments. Extra pay academic assignments are the following:

Class A -- Sr. High Yearbook

Class B -- Graphic Arts Printing
AV Director

Class C -- Sr. High Dramatics
Sr. High Forensics
FFA, DHIA, School Forest

Class D -- Sr. High FBLA
Sr. High Asst. Forensics
Sr. High Asst. Dramatics
Middle School Team Leaders (Grades 6, 7, and 8)
Jr. High Naturalist Club
Noon-hour Program (per semester)
Jr. High Dramatics
Jr. High Forensics

Class E -- Sr. High Student Council
Sr. High FHA (2)
Sr. High National Honor Soc.
Jr. High Student Council
Senior Class Advisor (2)
Junior Class Advisor (2)
Jr. High Yearbook
Sr. High Adventure Club
Sr. High M-Club
Driver Ed. Coordinator
Asst. Jr. High Dramatics
Asst. Jr. High Forensics

Class F -- Jr. High Art Club
Sr. High Art Club
Sr. High Library Club
Sr. High Math Club
Sr. High Science Club
Sr. High French Club
Graphic Arts Club
Sophomore Class Advisor (2)
Freshman Class Advisor (2)

Any teacher who wishes to be relieved of his/her academic extra pay assignment will be released as soon as a replacement is found who is qualified and acceptable to the Board.

Within a reasonable time after the Board has knowledge that a vacancy in any extra pay assignment will occur, the Board shall post a notice announcing such vacancy in a conspicuous space in each school building and shall furnish a copy of the notice to the Association. No extra pay assignment will be assigned by the District unless the notice announcing the vacancy and such assignment has been posted for at least ten (10) calendar days. This requirement shall not be interpreted to prevent the District from immediately filling a vacant extra pay assignment on a temporary basis."