

In the Matter of Voluntary Interest Arbitration Between :
 ST. FRANCIS EDUCATION ASSOCIATION :
 and :
 SCHOOL DISTRICT OF ST. FRANCIS :

DEC 16 1985
 WISCONSIN EMPLOYMENT RELATIONS COMMISSION
 AWARD

I. NATURE OF PROCEEDING. This is a proceeding in Voluntary Impasse Resolution Procedure between the St. Francis Education Association and the St. Francis School District. The parties through James Gibson, Executive Director, Council #10, notified the undersigned on July 24, 1985, that he had been selected as mediator to resolve a current contract bargaining dispute. A previous agreement had expired on June 30, 1985. The undersigned accepted the selection and conducted a mediation session on August 13 and on October 15, 1985. The parties succeeded in resolving all but three issues of the matters under consideration. Thereafter the parties agreed to a statement on Voluntary Impasse Procedure which was ratified ultimately on October 28, 1985. This impasse procedure is attached hereto as Appendix A. An arbitration hearing was held thereafter on November 5, 1985. The parties were given full opportunity to present evidence, give testimony and make argument. Thereafter briefs and reply briefs were supplied, the latter by November 20, 1985.

II. APPEARANCES.

JAMES GIBSON, Executive Director, Council #10, appeared for the Association.

von BRIESEN & REDMOND by STEVEN B. RYNECKI, Attorney, appeared for the District.

III. THE OFFERS.

A. FINAL OFFER OF THE BOARD.

CONFIDENTIAL: ST. FRANCIS SCHOOL BOARD
 NEGOTIATIONS; 85-86 TEACHER'S CONTRACT
 OCT. 24, 1985

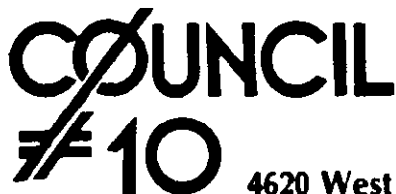
FINAL OFFER FOR ARBITRATION	SOURCE
1. SALARY SCHEDULE 85-86 attached	APPENDIX B
2. DURATION 7-1-85 to 6-30-86	ART. XV

0	15570	17871
1	16344.7	18725.7
2	17249.4	19580.4
3	18104.1	20435.1
4	18958.8	21289.8
5	19813.5	22144.5
6	20668.2	22999.2
7	21522.9	23853.9
8	22377.6	24708.6
9	23232.3	25563.3
10	24087	26418
11	24941.7	27272.7
12	25796.4	28127.4
13	26651.1	28982.1
14	27505.8	29836.8
Long	27555.52c	29836.8

(2050) (2175)

10/28/85 N.E.
 $2,182,617 = + 2077 = + 0.017\%$
 (\$27351)
 Norman F. Casey
 10-28-85

B. FINAL OFFER OF THE ASSOCIATION.



4620 West North Avenue, Milwaukee, Wisconsin 53208, 414-449-1333

St. Francis Education Association

Final Offer For Arbitration

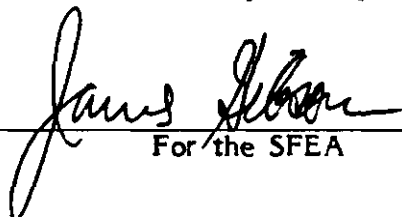
October 28, 1985

1. Article VI, Section B, Personal Leave - Change "two(2) annual days of personal leave" in subsection 1 to "one(1) personal day annually". Substitute the following for subsection 2:

"Teachers shall be entitled to one(1) day of personal leave each school year for personal business. Such leave shall be non-cumulative and shall be deducted from sick leave. Notice to the teacher's immediate supervisor shall be made at least three(3) days before such leave. In cases of emergencies, the aforementioned requirement shall be waived. Because of the personal nature of such requests, no reason other than "personal" or "business" needs to be given. No more than ten percent(10%) of the teaching staff in any building may utilize this personal leave benefit on any given day. This personal leave day may not be taken on the day immediately preceding or following a holiday or vacation."

2. Appendix B, 1985-86, 1986-87 Salary Schedules - Attached.
3. Article V, Extra Pay - Increase all rates by 6% for 1986-87.
4. Appendix C, Extra Pay Schedule - Increase all rates by 6% for 1986-87.
5. Article XV, Duration of Agreement - Modify Sections A and B to reflect a contract term of July 1, 1985 through June 30, 1987. Modify Section D to read as follows:

"Full retroactivity to July 1, 1985, exclusive of 1985 summer school salaries."



For the SFEA



Date

SFEA Final Offer

SFEA PROPOSAL, 1985-86

STEP	BA	MA
0.0	15221	18265
0.5	15640	18760
1.0	16059	19255
1.5	16477	19749
2.0	16895	20244
2.5	17314	20739
3.0	17733	21234
3.5	18151	21728
4.0	18570	22223
4.5	18988	22718
5.0	19407	23213
5.5	19826	23707
6.0	20244	24201
6.5	20663	24696
7.0	21082	25191
7.5	21500	25686
8.0	21918	26180
8.5	22337	26675
9.0	22756	27170
9.5	23174	27664
10.0	23593	28159
10.5	24011	28654
11.0	24430	29149
11.5	24849	29643
12.0	25267	30138
12.5	25686	30633
13.0	26105	31127
13.5	26523	
14.0	26941	
14.5	27784	
14.5	29159	32171
	<i>(2218)</i>	<i>(1044)</i>

SFEA PROPOSAL, 1985-86

STEP	BA	MA	TOTAL
0.0	0	0	0
0.5	0	0	0
1.0	16059	0	16059
1.5	0	0	0
2.0	21964	0	21964
2.5	0	0	0
3.0	0	0	0
3.5	0	0	0
4.0	0	0	0
4.5	0	0	0
5.0	48518	0	48518
5.5	0	0	0
6.0	20244	72603	92847
6.5	0	0	0
7.0	84328	0	84328
7.5	0	0	0
8.0	43836	0	43836
8.5	0	0	0
9.0	22756	27170	49926
9.5	23174	0	23174
10.0	23593	0	23593
10.5	24011	0	24011
11.0	73290	0	73290
11.5	0	0	0
12.0	50534	90414	140948
12.5	0	0	0
13.0	234945	0	234945
13.5	0	0	0
14.0	53882	0	53882
14.5	0	0	0
14.5	554021	707762	1261780

TOTAL 1295150 897949 2193100

 NUMBER OF EMPLOYEES (FTE) = 79.80
 TOTAL PAYROLL = \$2,193,100.00
 AVERAGE SALARY = \$27,482.50

+2209 = +8.7%

SFEA Final Offer

SFEA, 1986-87

STEP	BA	MA
0.0	15723	18868
0.5	16156	19379
1.0	16589	19890
1.5	17021	20401
2.0	17453	20912
2.5	17885	21423
3.0	18318	21935
3.5	18751	22446
4.0	19183	22956
4.5	19615	23468
5.0	20047	23979
5.5	20480	24489
6.0	20912	25000
6.5	21345	25511
7.0	21778	26022
7.5	22210	26533
8.0	22641	27044
8.5	23074	27555
9.0	23507	28067
9.5	23939	28577
10.0	24372	29088
10.5	24804	29600
11.0	25236	30111
11.5	25669	30622
12.0	26101	31133
12.5	26534	31643
13.0	26966	32154
13.5	27398	
14.0	27830	
14.5	28976	
15.0	31783	35066
	(3953)	(2912)

SFEA, 1986-87

STEP	BA	MA	TOTAL
0.0	0	0	0
0.5	0	0	0
1.0	0	0	0
1.5	0	0	0
2.0	17453	0	17453
2.5	0	0	0
3.0	23813	0	23813
3.5	0	0	0
4.0	0	0	0
4.5	0	0	0
5.0	0	0	0
5.5	0	0	0
6.0	52280	0	52280
6.5	0	0	0
7.0	21778	78066	99844
7.5	0	0	0
8.0	90564	0	90564
8.5	0	0	0
9.0	47014	0	47014
9.5	0	0	0
10.0	24372	29088	53460
10.5	24804	0	24804
11.0	25236	0	25236
11.5	25669	0	25669
12.0	78303	0	78303
12.5	0	0	0
13.0	53932	96462	150394
13.5	0	0	0
14.0	250470	0	250470
14.5	0	0	0
15.0	667443	771452	1438900
TOTAL	1403130	975068	2378200

 NUMBER OF EMPLOYEES (FTE) = 79.80
 TOTAL PAYROLL = \$2,378,200.00
 AVERAGE SALARY = \$29,802.00

+ \$ 2319 = + 8.4%

IV. FACTORS WEIGHED BY THE ARBITRATOR IN THIS AWARD.

The parties agreed that the arbitrator was to give weight to the factors set forth in Section 111.70, Wisconsin Statutes. The factors reported in Section 111.70 (4) (cm) 7 are these:

- 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 the proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services commonly known as the cost of living.
- f. The overall compensation presently received by the municipal 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.

V. LAWFUL AUTHORITY. There is no bar to the lawful authority of the Employer in the acceptance of either offer.

VI. STIPULATIONS. The stipulations arrived at by the parties in negotiations and mediation are attached hereto as Appendix B.

VII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS OF EITHER OFFER. These matters will be discussed in Section XIV following.

VIII. COMPARISON DISTRICTS. The Association has listed a series of districts in groups of their comparability. Districts considered most comparable are those in southeastern Milwaukee County. These are South Milwaukee, Cudahy, St. Francis and Oak Creek. A secondary group in the southern part of Milwaukee County are the above four and the Franklin, Greendale, Greenfield and Whitnall Districts. Another tertiary grouping consists of Milwaukee area school districts. These are Brown Deer, Elm-brook, Germantown, Menomonee Falls, Muskego, New Berlin, Nicolet, Shorewood, Wauwatosa, West Allis and Whitefish Bay. The Association also listed the Nicolet feeder schools, Glendale, Fox Point and Maple Dale in this grouping. The Association states that the groupings above have been historically used since 1980 after their earlier use in an arbitration award by the present arbitrator. The primary group is a group of industrial suburbs, while the secondary group includes a group of residential suburbs. The tertiary group is a comparison group in the metropolitan area.

The District uses as its comparison group those schools in the same athletic conference as St. Francis. These schools are Brown Deer, Franklin, Hales Corners, New Berlin, Pewaukee, St. Francis, Slinger and West Allis/West Milwaukee. The Board cites numerous uses of the athletic conferences as a basis for making comparisons.

Concerning characteristics of these districts, the following tables provide useful information:

TABLE I
CHARACTERISTICS OF ASSOCIATION'S COMPARISON DISTRICTS⁽¹⁾

<u>Primary Comparison</u>	<u>ADM</u>	<u>Cost Per Pupil</u>	<u>1985 Full Value Tax Rate</u>	<u>Municipal Operating Costs Per Person</u>	<u>Full Value Taxable Property Per Pupil</u>	<u>Pupil/Teacher Ratio 1984-85</u>	<u>Per Capita Income Within Milwaukee County</u>
So. Milwaukee	2857	4166	15.92	320	152,341	18.0	9,290
Cudahy	2860	4185	14.95	358	152,047	17.2	8,448
St. Francis	1094	4071	15.59	325	171,633	16.6	7,893
Oak Creek	3528	3407	11.27	485	175,354	19.7	9,883
Aver. Above 4	2585	3957	14.43	372	162,844	17.9	
Franklin	2188	4211	17.91	242	145,079	17.4	11,207
Greendale	2606	4374	16.29	257	189,492	17.4	12,225
Greenfield	3018	4063	16.03	294	223,617	19.7	9,954
Whitnall	1628	4910	17.82	295	240,711	19.7	-
Aver. Above 8	2472	4173	15.47	322	181,284	18.21	
Aver. 19 Metro Area Districts	3203	4327	15.5		211,157	17.6	

(1) From Association Exhibits 7 and 8 and Board Exhibit 7.

TABLE II
CHARACTERISTICS OF ATHLETIC CONFERENCE (1)

<u>District</u>	<u>Per Capita Income</u>	<u>Full Value Taxable Prop. Per Pupil</u>	<u>Total Instructional Curriculum Costs As % of Total Costs</u>	<u>84-85 Ratio Pupil/Prof. Staff</u> (2)
Brown Deer	11,218	210,454	52.6	14.4
Franklin	11,207	145,079	59.2	13.8
Hales Corners	14,399			
New Berlin	11,866	201,112	59.4	11.4
Pewaukee	14,943	275,954		14.7
St. Francis	7,893	171,633	59.5	12.7
Slinger				
West Allis	11,580			
West Milwaukee	8,905	236,541	58.0	12.7
Whitnall	-	240,711	52.3	14.2
Average Excluding St. Francis			56.1	

(1) From Board Exhibits 7, 8, 12

(2) Professional Staff includes teachers and other professionals.

TABLE III

CHARACTERISTICS OF METROPOLITAN AREA SCHOOL DISTRICTS CITED BY BOARD⁽¹⁾

<u>District</u>	<u>% Change, 83-84 State Equalized Valuation</u>	<u>Net Tax Rate Incr. %</u>	<u>Total Instructional Curriculum Costs As % of Total Costs</u>	<u>84-85 Pupil/Prof. Staff</u>
So. Milwaukee	0.5	0.9	56.8	13.1
Cudahy	0.8	6.8	58.0	13.1
St. Francis	-0.7	6.8	59.5	12.7
Oak Creek	1.8	3.5	59.2	15.3
Franklin	2.7	3.3	58.0	13.8
Greendale	-1.1	6.7	54.4	13.6
Greenfield	1.0	5.0	55.4	14.2
Whitnall			52.3	14.2
Brown Deer	3.4	6.7	52.6	14.4
Elmbrook	1.7	0.8	56.7	12.5
Fox Point/ Bayside	-0.1	0.5	54.5	
Glendale/ River Hills	0.2	4.0	59.7	
Hales Corners	1.0	5.9		
Muskego/Norway	2.8	3.2	59.6	13.9
New Berlin	2.6	4.6	59.4	11.4
Shorewood	2.9	2.6	55.5	13.9
Whitefish Bay	3.9	0.6	56.7	13.3
West Allis/ West Milwaukee	2.1	1.3	58.0	12.7
Maple Dale/ Indian Hills			54.1	
Mukwonago			57.1	14.8
Nicolet			53.7	12.5
Pewaukee			55.3	14.7

(1) Board Exhibits 9, 10, 11, and 12.

Positions of the Parties on Use of Comparison Districts.

The Association states that it has relied on the comparison groupings commonly used by teacher associations and most school boards in the southern Milwaukee County suburban areas since a decision by the undersigned in South Milwaukee, Case XIII, No. 24754, MED/ARB-438 (2/80). However it has also added the Glendale, Fox Point and Maple Dale districts, because they feed into Nicolet High School, as being suitable for including in the comparison. The Association notes that St. Francis is the smallest K-12 district in the metropolitan area, and the cost per pupil is 2.8% above the average in the four most comparable districts and 2.5% lower than the average costs in eight regionally comparable districts. The full value tax rate in St. Francis is 8% higher than the average rate in the four most comparable districts and only 0.8% higher in eight regionally comparable districts. However the full value taxable property per pupil in St. Francis is 5.4% higher than the average in the four most comparable districts and 5.6% lower than the average in eight regionally comparable districts. The student/teacher ratio in St. Francis at 16.6 is 7.8% lower than the average in four districts while 9.7% lower than the average in eight districts.

The Association believes that the data cited above gives no basis for the continued payment of grossly inadequate salaries to St. Francis teachers, and the teachers should not be penalized simply because they teach in a small district. The citizens of St. Francis are not paying a disproportionately high amount for municipal services. The cost per person in St. Francis of \$325 per person is \$47 lower than the average cost in the eight regionally comparable districts and \$16 lower than the average in twenty two generally comparable districts. The Association, citing its Exhibits 10 and 11, notes that the high school teachers average 1580 student/teacher contact minutes per week, and elementary teachers provide 365 minutes per day of instruction time which is higher than the average in comparable districts. Thus the teachers have no other advantages to justify a grossly inferior salary.

The Association rejects the contention of the Board that the athletic district should be used as a comparison, noting that the use of nearby districts in urban areas has been found most useful in the past.

The District asserts that many arbitration awards indicate that the athletic conference has been and continues to be a viable basis for comparison of schools, of teacher salary and of benefits. It also argues that the St. Francis District is a unique, small community school district which requires special attention to the notions of comparison. The District asserts that the athletic conference is a well-established comparison base which cannot be disregarded based simply upon a misplaced reading of the arbitrator's statements in South Milwaukee. In any event, the facts show that even using the Association's comparison base, the catch-up theory of the Association is also misplaced.

Discussion. Concerning the use of comparison districts, this arbitrator acknowledges the great usefulness of athletic conference districts in certain areas of the state, especially where major cities are not nearby to affect the economic pattern. However for school districts embedded in the complex of districts in the metropolitan area of Milwaukee, the use of comparison districts which are nearby is more justified. This is because the employees of those districts are in the same economic area with essentially the same costs and same competitive conditions. Thus the arbitrator here continues to believe that the primary comparison district for St. Francis includes those four southeastern suburban districts, with the use of eight southern Milwaukee County districts as the next and secondary comparable group. The southeastern Milwaukee County municipalities are industrial in character while the southwestern districts are residential in character. A tertiary set of comparables consists of the districts in Milwaukee County.

IX. BASIC WAGE AND PACKAGE COSTS. The following information derived from the exhibits of the parties gives the basic wage and package costs of the parties.

TABLE IV
COSTS OF FINAL OFFERS OF THE PARTIES

A. Board Estimates

<u>Item</u>	<u>1984-85</u>	<u>1985-86</u>	<u>\$ Change</u>	<u>% Inc.</u>
Board Offer				
Total Salary	2,017,886	2,182,647	164,781	8.17
Total Pay	2,102,773	2,270,401	167,628	7.97
Benefits	580,655	657,781	77,126	13.28
Total	2,683,428	2,928,182	224,754	9.12
Association Offer				
Total Salary	2,017,886	2,193,100 ⁽¹⁾	175,214	8.7
Total Pay	2,102,773	2,283,821	181,048	8.6
Benefits	580,656	659,898	79,242	13.65
Total	2,683,429	2,943,719	260,290	9.7

(1) Includes \$2,967 estimated cost for use of personal leave.

B. Association Estimate

	<u>1985-86</u>	<u>% Inc.</u>
Board Offer		
Total Salary Only	2,182,617	8.17
Actual Cost	2,118,693	5.0
Association Offer		
Total Salary	2,193,100	8.7
Actual Cost	2,130,495	5.6
<u>1986-87</u>		
Association Offer		
Total Salary	2,378,200	8.4
Actual Cost	2,232,538	4.8

The Association in its Exhibits 2A, 3B, 4A, 4B, and 4C provided some additional information as shown in this table.

TABLE V
AVERAGE CHANGES IN SALARY PER EMPLOYEE
PROVIDED BY OFFERS WITH FTE = 79.80

<u>Item</u>	<u>Year</u>	<u>Individual Increase</u>	<u>Average Compensation</u>	<u>% Inc.</u>
Board Offer	1984-85		\$25,274	
	1985-86	\$2,077	27,351	8.21
Association Offer	1985-86	2,209	27,482	8.7
	1986-87	2,319	29,802	8.4

Association Exhibit 6 reports that as of September 30, 1985, the total salary compensation including credit pay was \$2,053, and the average salary including credit pay was \$25,739. The total compensation was \$2,670,885, and the average total compensation was \$33,470.

From Table IV, Section A, the differences between the parties in salary costs amounts to \$10,453. The differences in total compensation are \$15,537.

TABLE VII - continued

	BA Min.				BA Max.			
	1984-85	Rank	1985-86	Rank	1984-85	Rank	1985-86	Rank
Secondary Group	15,206		16,292		26,837		28,215	
Differences								
Board	-591	7	-752	7	+933	2	+1,340	1
Assn.	-591	7	-1,071	8	+933	2	+944	2
	MA Min.				MA Step 10			
	1984-85	Rank	1985-86	Rank	1984-85	Rank	1985-86	Rank
St. Francis								
Board	16,876	2	17,811	2	24,948	3	26,418	3
Assn.	16,876	2	18,965	2	24,948	3	28,159	2
Average								
Primary Group	16,781		17,928		25,520		27,148	
Differences								
Board	+ 95		- 57		-572		-730	
Assn.	+ 95		+337		-572		+1,011	
Average								
Secondary Group	17,928				26,288		27,786	
Differences								
Board	-412	5	-626	6	-1,340	7	-1,368	7
Assn.	-412	5	-172	5	-1,340	7	+373	5
	MA Max.				MA + 30, Max.			
	1984-85	Rank	1985-86	Rank	1984-85	Rank	1985-86	Rank
St. Francis								
Board	29,246	4	31,158	4	30,596	4	32,418	4
Assn.	29,246	4	32,177	3	30,596	4	33,431	4
Average								
Primary Group	31,137		32,829		33,266		35,057	
Differences								
Board	-1,891		-2,329		-2,670		-1,626	
Assn.	-1,891		-658		-2,670		-2,639	
Secondary Group	31,918		33,555		33,901		35,656	
Board	-2,672	8	-3,781	8	-3,305	8	-2,225	8
Assn.	-2,672	8	-1,384	7	-3,305	8	-3,238	8

The following table is derived from Association Exhibits 49 and 53:

TABLE VIII

BENCHMARK COMPARISONS FOR 1986-87 SETTLEMENTS

District	BA Min.	BA Max.	MA Min.	MA + 10	MA Max.	MA + 30, Max.
Cudahy	16,956	28,487	18,822	28,487	33,803	36,653
Franklin	17,684	30,416	20,867	30,416	34,661	36,783
Greendale	17,354	30,076	18,916	30,076	36,480	39,488
St. Francis	15,723	29,088	18,868	29,088	35,066	36,326
Rank of St. Francis						
Primary Group	2	1	1	1	1	2
Secondary Group	4	3	3	3	2	4

The Board developed its own benchmarks. It found that teachers in St. Francis with a BA degree had an average of 11 years service and 13 credits. The Board found that teachers with an MA degree had an average of 12 years of service and 10 credits. The Board then made comparisons with other districts considered comparable for persons of the same status with the following results:

TABLE IX

COMPARISONS OF SALARIES FOR TEACHERS IN SELECTED STEPS
FOR SELECTED DISTRICTS AND RANK OF ST. FRANCIS⁽¹⁾

District	BA Step 11, 13 Cr.				MA Step 12, 10 Cr.			
	1983-84	Rank	1984-85	Rank	1983-84	Rank	1984-85	Rank
Brown Deer	22,355		24,273		25,289		27,491	
Franklin	-		-					
New Berlin	24,195		24,920		27,065		28,000	
Pewaukee	22,020		23,502		25,650		28,154	
Slinger	22,197		23,665		24,775		26,582	
West Milwaukee	27,687		29,197		31,350		33,060	
Whitnall	23,103		24,127		29,144		30,440	
St. Francis	23,048	4	24,105	5	25,794	4	26,987	6

(1) Board Exhibits 15 and 16.

The Board reported that the 1984-85 BA base in a statewide average was \$14,576. The St. Francis base was \$14,675. The 1984-85 average teacher salary was \$24,780, whereas the average St. Francis teacher salary was \$25,274 (Bd. Ex. 13).

The parties supplied information on percentage increases in annual settlements and average salary increases per teacher. The following is derived from Association Exhibit 40:

TABLE X

ANNUAL SETTLEMENT SUMMARY FOR SELECTED YEARS FOR
PRIMARY AND SECONDARY COMPARISON DISTRICTS,
PERCENTAGE INCREASES AND AVERAGE DOLLAR PER TEACHER INCREASES

District	1984-85		1985-86		1986-87	
	% Inc.	\$ Inc.	% Inc.	\$ Inc.	% Inc.	\$ Inc. Aver.
South Milwaukee	6.56	1,701	6.8	1,850		
Cudahy	7.3	1,890	6.9	1,875	6.8	1,954
St. Francis	7.58	1,802				
Assn.			8.7	2,209	8.4	2,319
Board			8.2	2,077		
Oak Creek	7.13	1,800	7.02	1,900		
Franklin	6.5	1,769	6.5	1,900	6.4	2,009
Greendale	5.13	1,699	5.9	1,819	5.8	1,892
Greenfield	6.8	1,750	7.2	1,937		
Whitnall	5.4	1,642	6.2	2,017		

The Association compared St. Francis settlements as to average salary increases from 1976-77 to 1985-86 with settlements for average salary increases in six of the southern Milwaukee County school districts. The Whitnall District was not included. The average for the six districts showed the following relationship between St. Francis and the six district averages:

1976-77	-170	1980-81	-206	1984-85	+ 63
1977-78	+163	1981-82	- 7	1985-86	
1978-79	-110	1982-83	-311	Board	+197
1979-80	-184	1983-84	-211	Assn.	+329

The Association contends that if its offer for 1985-86 is accepted, the average for the period will show that the St. Francis teachers were -\$640 for the period, and if the Board offer is accepted, they will be -\$770 behind for the period (Assn. Ex. 41).

Board Exhibit 14 reported that the average settlement for 33 statewide districts per teacher for 1985-86 was \$1,732. It reported percentage increases for 34 districts. The settlements ranged from 3.15% to 12.04%. The next highest settlement was at 8.92%.

The Board also provided its own list of settlements for 1985-86 in athletic conference districts and other south side districts. The following table is derived from Board Exhibit 17:

TABLE XI
1985-86 SETTLEMENTS IN SELECTED DISTRICTS

	<u>Average Inc. Per Teacher</u>	<u>% Inc. on Salary</u>
<u>Athletic Conference Districts</u>		
Franklin	1,899	6.5
New Berlin	1,950	6.9
Pewaukee	1,925	7.98
Whitnall		
Board Information	1,910	6.1
WEAC Information	2,017	6.2
<u>Other South Side Districts</u>		
Cudahy	1,875	6.89
Greendale	1,819	5.89
Greenfield	1,937	7.2
Oak Creek	1,900	7.02
South Milwaukee	1,850	6.7
St. Francis		
Board	2,077	8.21
Association	2,209	8.7

The following total compensation for 1985-86 was reported by the Association in Exhibit No. 55:

TABLE XII
AVERAGE TOTAL COMPENSATION, 1985-86,
IN PRIMARY AND SECONDARY COMPARISON GROUPS

<u>District</u>	<u>Salary</u>	<u>Total Compensation</u>	<u>Difference</u>
<u>Primary Group</u>			
South Milwaukee	29,094	38,305	
Cudahy	29,089	37,819	
Oak Creek	28,882	37,126	
Average of 3	29,022	37,750	
St. Francis			
Board	27,444	35,729	-2,021
Assn.	28,919	37,507	- 243
<u>Secondary Group</u>			
Franklin	30,516	39,865	
Greendale	32,049	41,951	
Average of 5	29,926	39,103	
St. Francis			
Board	27,444	35,729	-3,284
Assn.	28,919	37,507	-1,506

Association Exhibit 38 states that the average of teachers with Bachelors degrees in the three other primary districts is 58% whereas in St. Francis the percentage of teachers with Bachelor's degrees comes to 64%. That leaves the figures of 42% and 36% respectively for persons with Master's degrees.

Board Exhibit 16 showed the percentage increases in internal settlements. The exhibit showed that from 1978-79 to 1984-85, the percentages of teacher settlements were superior in percentage to those of the Secretarial, Custodial and Administrative staff for each year except in 1982-83, and also in 1981-82 when the percentage increase for Custodial Workers equaled that of the teachers. The listing for Secretarial increases in 1985-86 was given at 4.0%, but the Association claims that this is a figure showing a budget increase only, and not a rate increase which comes to 10% for those employees continuing from the previous year.

It should be noted that the wage offer of the Association which includes a second year offer, also includes in that offer an increase in Extra Pay (Article V) of 6% for 1986-87, and an increase in the Extra Pay Schedule (Appendix C) also of 6% for 1986-87. The parties did not address this matter directly.

Position of the Association on Wages. The Association notes that the St. Francis teachers are among the lowest paid teachers in the area and have over a period of time fallen behind the other districts. The Association offer for 1985-86 and 1986-87 will allow the St. Francis teachers to recoup some of these losses over the years. There is a dire need for a catch-up.

The Association, pointing to its Exhibits 42 through 47, asserts that the salaries in St. Francis have been behind the salaries paid to teachers in the comparative districts and that the relative position of St. Francis salaries is getting progressively worse. The Association says that in order to rectify the injustices, it concentrated on catch-up where it was most badly needed in the MA maximum salaries where serious inequities exist. The Association says it recognizes that a full catch-up cannot occur in one year, and that the cost of providing that catch-up would be beyond the capacity of the District to accomplish in one year.

The Association asserts that there is no adequate financial incentive for St. Francis teachers to spend the time, energy and money to achieve a Master's degree, and it cites the fact that only 36% of the staff holds such a degree, a figure below the 42% of the three most comparable districts.

The Association cites its Exhibit 54 and contends that if the teachers of St. Francis had been placed in the Cudahy, South Milwaukee and Oak Creek schedules, they would have earned \$805, \$47 and \$1,026 more respectively.

The Association also cites its Exhibit 55 to the effect that St. Francis offers less in total compensation in the three most comparable districts and in five of the seven more comparable districts. No fringe benefits of St. Francis overcome this difference.

The Association says concerning its modification of the existing salary schedule that this was necessary to deal with the exceedingly great disparities at the upper levels of the MA lane. It says it could have made a proposal which would have accepted the present salary structure, but this would have cost too much to remedy the disparities existing at the top of the MA lane. By proposing a system such as it has, the Association provides for a reasonable increase for all teachers and a modest catch-up for those at the MA maximum. The Association notes that schedules in the eight more comparable districts differ greatly from each other. In this case the changes provide for a modest catch-up for the most highly trained and experienced teachers at a cost which the District can afford.

The Association asserts that Employer Exhibit 15 which relates to benchmark positions of BA Step 11 (13 credits) and MA Step 12 (10 credits) actually shows a deterioration in the position of the St. Francis teachers rather than an improvement as the District would contend.

Position of the Board. The Board makes the assertion that because of the unique, small community school district of St. Francis, special attention needs to be paid to the notion of comparison. It concludes that on the basis of Board Exhibit 13, showing average teacher salaries in the state, and on the basis of its benchmark positions shown in Exhibit 15 where BA Step 11 with 13 credits and MA Step 12 with 10 credits are compared with similar positions in athletic conference schools, St. Francis has maintained about the same place for the past four years in the middle of the group both in the MA and BA groups. It has kept up with its comparable group. Further the 1985-86 salary offer of 8.21% with a \$2,077 settlement compares favorably to all known settlements both in the athletic conferences and among south side districts. This is important in face of the startling economic circumstances of taxpayers in St. Francis. Further the average settlement in St. Francis is well in excess of the average of state settlements of \$1,732 for 36 schools reported.

The Board particularly objects to the change in the salary structure proposed by the Association. This change skews salary increases against a majority of the teachers in the BA lane in favor of those in the MA lane. It results in a lower BA base salary as well as significantly lower BA salaries through the BA lane. Such a distortion should be left to voluntary settlement rather than being imposed by arbitration. No evidence was given that the teachers themselves wished to reallocate salary dollars along the lines proposed by the Association, and no evidence was given to justify the change. It should be rejected.

The Board objects to the salary proposal of the Association for 1986-87 which averages \$2,319 per teacher. There is no evidence to support this increase, and it is impossible to assess how statutory factors will apply for that period. Only one district, Cudahy, settled for that period, and it did it at an average of \$1,968 per teacher.

The Board, while it objects to the Association's use of comparable districts, asserts that the Association's own exhibits show that St. Francis has kept up with the districts in that the percentage raises in 1980-81 and 1983-84 and 1985-86 make the St. Francis Board offer the highest, or among the highest, in the four most comparable districts. Over a ten year period the average salary increases in St. Francis came to a figure only about 1% less than the average increases in the four districts.

The Board states that the Association Exhibits 42-47, when comparisons are correctly calculated, actually show the Board's offer reasonable and justified. It asserts that the correct way to make comparisons within the Association's four most comparable districts is not to determine the average of three of them and then compare St. Francis with that average, but to determine the average of the four districts and to compare St. Francis with that average. By doing this, it becomes clear that St. Francis has kept pace. Thus for the BA Minimum benchmark, the St. Francis has maintained an historical difference of 2% below the average of all districts, and does still maintain this, while the Association offer drops below the Board offer. At the BA Maximum the Board offer for 1985-86 actually improves an historical relationship of about 1% to 1.6% above the group average with an offer amounting to 1.7%, whereas the Association offer is only at 0.7% above.

In the MA lane, for MA Minimum, the District offer would maintain a position of about 0.5% above average whereas the Association offer would jump this to about 1.4%, an increase of 300%. This is wholly unwarranted. At MA Step 10 the history of the St. Francis relationship has been that St. Francis has been about 2% below the average. The Board would maintain this relationship, but the Association is proposing a jump of about \$1,000 which would put it 3% above the average. This is not justified and is a dramatic distortion. The same conclusion can be reached for the MA Maximum benchmark where the St. Francis salaries have been about 4.5% below the average, which difference the Board would reduce in its offer to about 4%. The Association offer would produce a figure 1.5% above the average with a dollar figure \$489 above the average. Again this is a distortion. At the MA Plus 30 Maximum, St. Francis has been about 6% historically below the averages. The District would maintain this, while the Association would increase salaries to \$1,219 above the average, or a 3.7% increase. This is not catching up, but assuming a leadership role where there was none before.

The Board states that when the appropriate comparables are studied, it becomes apparent that the Association catch-up theory is unfounded, based on the evidence found in the exhibits of both the Board and the Association. There has been no erosion of the St. Francis' position. What the Association is really arguing is that where any negative disparity exists, though well established, nevertheless a catch-up is automatically warranted. This is unworkable since within any group some members will be above or below others in comparison groups, and it is impossible to achieve a condition where each member will be above others. Districts will fluctuate above and below averages as shown in the experience of St. Francis. The main question is whether a district has slipped substantially behind in various benchmarks. This is not the case here, and the Association has failed to prove erosion of its position.

The Board considers the salary structure modification proposed by the Association as fatally flawed and unjustified. It cites arbitral authority to the effect that those proposing changes in the structure of a salary schedule must assume a high burden to prove their position. The Board notes that the structure proposed by the Association comes at the expense of the BA lane. The structure proposed by the Association would distort the historic positions of St. Francis in the lanes as shown by the Board's analysis cited earlier in which St. Francis teachers have historically been below the average in the lanes. The Association is proposing to leap-frog MA teachers from a position 4% below the average to 3.7% above the average. There has been no need to do this. What is being proposed is merely what the Association wants rather than what it has proven it needs. The teachers have not proven that they will continue to suffer slippage under the Board offer, and the issue of changing the schedule should be one resolved in bargaining.

Discussion. As noted before, the most comparable districts in this case are those in the southeastern part of Milwaukee County, while the secondary comparables are those including these primary districts and the districts in southwestern Milwaukee County. It should be noted that the primary comparison group tends to have lower rates of compensation than the secondary comparison group. A review of the relationship of St. Francis District to these districts in a calculation which averages the other districts and then compares St. Francis with those districts, shows that the St. Francis District salaries have generally been at the low end for BA Minimum, MA Step 10, MA Maximum and MA Plus 30 Maximum for both the primary and secondary groups. St. Francis however has average or better than average pay for BA Maximum and MA Minimum for the primary group. These conclusions are for the years 1984-85 and 1985-86. The differences by which the St. Francis wage levels are below averages in the higher steps of the MA lane are substantial (Table VII above). St. Francis over the years may have kept pace in percentage increases, but starting from a lower base, the dollar differences are large.

The same conclusion is apparent through the calculations made by the Board in its reply brief for MA Maximum and MA Plus 30 Maximum (Board Reply Brief, page 5). The arbitrator here is of the opinion that the argument has been made for a catch-up process for 1985-86.

This brings the matter to the question of whether the Association proposal to achieve the catch-up is in itself justified. It changes the salary structure and proposes an allocation of money which allocation will primarily benefit those in the MA lane. The Board is correct in saying a case must be made for an important structural change. The Association argument is that the change it proposes is the better way to begin to eliminate the great differences in compensation without putting too big a load on the District in one year's time.

A review again of the Board's Reply Brief with its calculations leads the arbitrator to the conclusion that while the Association proposal tends to overshoot the mark in coming up to the averages derived from other districts, the Board in its proposal continues to stay too far under the averages, and so the Association offer is the more reasonable for reaching a more comparable position for teacher salaries. This then is the justification for the change in the salary schedule.

The Board in its argumentation holds that there has been an historic position of the District being within a small percentage below the averages of the area, and this should not be changed in that there is no substantial erosion of this position. This argument poses the question as to whether consideration should be given to a district which considers itself unique in that it consists of a relatively small community. Some consideration, of course, must be given to such a situation, and it will be discussed further in the matter of the ability to pay and interests and welfare of the public. However, the type of work that is being done by the teachers is essentially similar in all the comparable districts. While the St. Francis teachers enjoy a lesser pupil-professional staff ratio, they also have longer contact time with students. The arbitrator does not believe that the disparity in workload is so great as to justify the disparity in dollar amounts in salaries in the schedules at the upper end.

It is to be noted that as far as internal comparisons are concerned, the Board offer is supported generally. However it should be noted too that Table VII above shows that St. Francis dropped in rank between 1983-84 and 1984-85 in the two positions it used for benchmark purposes.

The parties have used to some extent percentage increases and average dollar increases per teacher for comparisons. The evidence clearly is that if these measures only are to be used to determine the reasonableness of the offers, the Board offer would be found justified. However, there are weaknesses applying these measures alone. They do not give an indication of what the staffing characteristics of a district are, and do not compare districts of identical or like staffing; nor do they compare salaries for like positions as well as comparison of benchmarks do. In this case the benchmark evidence is more important, in the opinion of this arbitrator.

The use of statewide comparisons has, of course, also some significance, but in this case the basic comparisons are to be found in the southern Milwaukee County districts. Thus while the District compares favorably with such statewide averages as it has found, this information is outweighed by the comparisons found in districts closer to St. Francis.

There is the matter of the second year offer of the Association. The question here is whether the percentage increases and dollar amounts sought in this offer are justified. The Association is asking for an 8.4% increase which is well above other percentage increases in the primary and secondary area where 1985-86 settlements have been reached. The Association is arguing that this is needed for a further catch-up. The arbitrator notes that this kind of an offer puts St. Francis ahead of Cudahy, a district very similar in location and population in four of six benchmarks and very much ahead of Cudahy on the MA Maximum benchmark. The arbitrator is of the opinion that this percentage increase sought by the Association is too high on the basis of present knowledge and militates against its offer.

Summarizing this discussion, there is the evidence that there is a need for a catch-up in the upper ranges of the MA steps where there is a serious gap to be covered for comparability. Against this is the opinion of the arbitrator that while the Association offer is too high, the District offer is so low at these levels that the disparity is likely to get greater which would make a justified catch-up even more difficult. The weight of the factor of comparability of wages alone then accrues to the Association offer.

On the matter of total compensation the average annual compensation information (Table XII) supports the Association offer as reasonable and more comparable.

XI. COST OF LIVING. The United States City Average of the Consumer Price Index for September 1985 was at 320.5, a 2.7% increase from September 1984. The Milwaukee Index for September 1985 was at 351.4 representing a 1.0% increase over September 1984. The Board's 1985-86 offer in total compensation at 9.12% more closely approximates the change in the cost of living than does the Association offer of 9.6%, and both are substantially above the change. The factor accrues to the Board's offer.

XII. PERSONAL LEAVE. The personal leave proposal of the Association has already been stated in Part III above. The Board is proposing to retain the former provision. This is as follows:

Article VI Leaves

Section B. Personal Leave.

1. Two (2) annual days of personal leave, with pay, shall be granted in the event a teacher is subpoenaed to appear in court on a regularly scheduled school day, and likewise, shall a teacher be granted two (2) annual days of personal leave if he (she) be summoned to appear as a defendant in a court action in which she is acquitted. Personal leave will not be granted for SFEA business, except in a situation in which an individual teacher is summoned or subpoenaed to appear in a court action initiated by the Board or its agents. Such days are not to be accumulative. All monetary reimbursement shall be turned into the School District General fund in lieu of salary deduction.

2. One (1) day of personal leave, with pay, shall be granted for the following circumstances, provided the following conditions are met;

a. A form shall be filed at least two (2) days prior to the requested absence, such form to include details of the request and the prior approval of the Superintendent or designee.

b. The acceptable reasons include

1. Internal Revenue Service (1/2 day limit)
2. Finalize legal adoption
3. Closing sale of real estate (1/2 day limit in Milwaukee County)
4. Administrator of family estate required court appearance.

The Association provided Exhibits 56 to 63 which were the provisions of the personal leave sections of contracts in the primary and secondary comparison groups. Table XIII is a summary of the provisions and was derived from the Association brief.

TABLE XIII

COMPARISON OF PERSONAL LEAVE PROVISIONS
IN CONTRACTS IN PRIMARY AND SECONDARY COMPARISON DISTRICTS

<u>District</u>	<u># of days per year</u>	<u>Cumulative?</u>	<u>Reasons limited to</u>	<u>Prior notice</u>	<u>Deducted from sick leave</u>	<u>Prior approval by admin.</u>	<u>Restrictions on when days may be used</u>
So. Milwaukee	1	2	none	3 days recommended	no	yes	not before holidays or first and last day of year
Cudahy	1	no	14 specified reasons	3 days	no	no	no
St. Francis (status quo)	2 1	no no	2 reasons 4 reasons	no 2 days	no no	no yes	no no
SFEA	1 1	no no	2 reasons personal or business	no 3 days	no yes	no no	no 10% limitation, not before or after holiday
Oak Creek	2	no	none (not Association business)	3 days	yes (1 pay deduct)	no	10% of staff in a building, not before or after holiday
Franklin	1	no	personal, legal, business, household, family matters	2 days	no	no	no
Greendale	unlimited	no	best interest of school district	no	first day not deducted	yes	no
Greenfield	2	no	1 = no 2 = 8 reasons	3 days	1 = no 2 = yes	no	no
Whitnall	2	no	1 = 5 reasons 2 = 1 reason	5 days	1 = no 2 = yes	no	may not extend a 3 day holiday or recess

Board Exhibit 18 provided this additional information about districts in the athletic conference:

TABLE XIV
PERSONAL DAYS

<u>Athletic Conference</u>	<u># of Pd. Days</u>	<u>Must a Reason be Given?</u>	<u>Applied Against Sick Leave?</u>
Brown Deer	Not Settled		
Franklin	1	Yes	No
New Berlin	3	No	Yes
Pewaukee	2	Yes	No
Slinger	0	-	-
West Milwaukee	1	Yes	No
Whitnall	2	1st-No; 2nd-Yes	1st-No; 2nd-Yes

The Association's Position. The Association contends that the improvements it is proposing in the Personal Leave provision are consistent with the benefits already provided to teachers in comparison districts, and are modest. It contends that the benefits available in regionally comparable districts are considerably more liberal than those provided currently to St. Francis teachers.

The Association rejects the argument advanced by the Board that every teacher will use the personal day proposed by the Association. Currently every teacher is not using the personal days available to the teacher under the collective bargaining agreement which has a limited number of reasons for using a day; neither do the teachers use all the sick leave days available to them. There is no valid reason to assume they will suddenly start taking advantage of personal days, especially if the day may be deducted from accumulated sick leave.

The Board's Position. The Board notes that it has assumed that all teachers will use the sick leave day and that this will cost about \$3,000 for 1985-86.

The Board objects to the discontinuity of classroom teaching and the quality of educational services that the students will get if the regular teachers use the personal day and a substitute is called in. Little teaching is done on such a day, and students lose valuable teacher contact time. This is unfair to students and parents, and to the St. Francis community. There is no attempt on the part of the Association to justify this proposal by any evidence of need.

The Board holds that the evidence in the regional area advanced by the Association does not support its point. According to the Board's analysis only Oak Creek has a provision which does not require that reasons be given. This does not constitute a trend.

Discussion. A review of Association Exhibits 56 to 62 reveals that the current personal leave provision in the St. Francis agreement is more restrictive in its language than the provisions in other regional agreements. The range of reasons in most of the agreements in the regional area is broader. In most instances the provisions do not include a provision to deduct the personal day from accumulated sick leave. Most do not require prior approval by the administration. Four of seven districts have a requirement of a three-day prior notice, as is proposed by the Association here, compared to the two-day present notice requirement. The 10% limitation of teachers off proposed by the Association is more restrictive on its own members than that found in other agreements.

On the whole, the arbitrator is of the opinion that the Association proposal is the more comparable on the basis of the reasons included, and is reasonable in that it has a feature to discourage indiscriminate use by attaching the provision that a sick day will be deducted if a personal day is taken.

XIII. DURATION. The Association, as has been noted, is proposing a two year contract and the Board a one year contract.

The Association supplied its Exhibit 64 which was a record of commencement and ending of negotiations for contracts for 1980-81, each year to the present. The information is summarized in Table XV.

TABLE XV
LENGTH OF CONTRACT NEGOTIATIONS

<u>Contract</u>	<u>Beginning</u>	<u>End</u>	<u>Method of Settlement</u>
1980-81	2/4/80	3/21/81	Arbitration
1981-82	5/12/81	3/22/82	Consent Award
1982-84	4/8/82	5/6/83	Mediation
1984-85	4/5/84	2/7/85	Mediation
1985-86(87)	4/5/85		Arbitration on 11/5/85

The Board Exhibit 19 showed that three districts in the athletic conference had not settled. Two districts settled for three years, and two settled for two years.

The Association's Position. The Association contends that its Exhibit 64 shows that it has been in almost continuous bargaining with the Board except for one two-year contract when there was an 11 month "breather". It asserts that the parties now have been bargaining for seven months. The parties need a breather from bargaining to address other issues. Board Exhibit 19 favors the Association offer.

The Board's Position. The Board terms the Association position novel and unsupported. The Board says that the record cited by the Association does not support the contention that collective bargaining is an onerous experience which should be minimized. The process in fact has been shortened, and there was no abuse of the process available to the parties.

It also must be presumed that when the legislature set up the processes, it wanted the parties to spend the appropriate amount of time in the negotiation process. The school district should not be compelled to accept a high priced, unjustified two-year wage settlement simply because the Association is tired or bored with negotiations. The Association itself could have hastened the process by declaring an impasse earlier. Moreover, the Wisconsin statutes encourage the parties to take the time to interact.

Discussion. The arbitrator is of the opinion that while the record of bargaining indicates lengthy procedures, he would be reluctant in the instant matter to rule in favor of a two-year agreement just on the record of bargaining. While this arbitrator has done so in matters where bargaining has gone on well into the next contract year, in the case of St. Francis, the record in length of bargaining does not seem to compel a two-year contract.

The record on two-year contracts within the regional primary and secondary groupings does not support the multi-year contract, though the athletic conference record does.

On the whole comparability favors the Board position on a one-year contract.

XIV. THE ABILITY TO PAY AND THE INTERESTS AND WELFARE OF THE PUBLIC.

Both parties have made extensive arguments on the above matters, and the position of the Board will be cited first.

The Board's Position. In addition to data on the characteristics of the school district (Tables I, II, III), the Board supplied Exhibit 5 on the occupation of the chief wage earners in St. Francis and Cudahy as a group as compared to other nearby districts. The exhibit indicated that the St. Francis-Cudahy area had a larger proportion of blue collar and clerical workers (Bd. Ex. 5).

In 1984 the people of St. Francis had the lowest per capita income among the athletic conference schools (Bd. Ex. 7A, Table II). They also were lowest among 14 Milwaukee County school districts including schools in the primary and secondary comparison groups here (Bd. Ex. 7B, C, D). The District experienced a minus 0.7 percent decrease in State Equalized Valuation from 1983 to 1984. Greendale experienced a greater decline at minus 1.1 percent, and Fox Point/Bayside also experienced a decline, but 14 other districts experienced an increase ranging from South Milwaukee's 0.5 percent and Cudahy's 0.8 percent to Whitefish Bay's 3.9 percent (Bd. Ex. 9).

Among 14 Milwaukee County school districts, Cudahy and St. Francis had the highest net tax rate increases in 1984-85, increases of 6.8%. Oak Creek had a 3.5% increase and South Milwaukee a 0.9% increase (Bd. Ex. 10).

In the athletic conference, St. Francis for an unspecified year spent 59.5% of its budget for total curriculum instructional costs (Bd. II, Table II). The average was 56.1%. New Berlin costs were 59.4% and Franklin 59.2% and West Milwaukee 58.0%.

Percentage of Total Instructional Curriculum Costs of the Total Costs for Milwaukee Area Schools and Pupil/Teacher Ratios were given in Board Exhibits 11B, 12A and B and are summarized in Tables I, II, and III for appropriate district groupings.

Board Exhibit 20 was a document showing what direct equalization school aids and what school property tax credits might be coming to the District under a proposal by the Governor and by the State Superintendent in Wisconsin. It was estimated that St. Francis would obtain a direct equalization school aid of \$1,264,499 and a school property tax credit of \$225,600. The St. Francis Superintendent, Dr. William Steinert, reported that the state aid last year amounted to ten payments of about \$148,000 each, but this year the payments are running about \$135,000. The budget is already made, and he fears a budget squeeze since the tax credit does not come directly to the District.

Concerning these data, the Board notes that St. Francis is a wage earner community. It has the lowest per capita income within Milwaukee County. Its full value taxable property is next to the lowest in the athletic conference and among the bottom one third of 18 communities in the Milwaukee area. Moreover there was a decline in the equalized valuation while the taxpayers of the District had the highest increase in 17 communities reported. The Board also says that the 59.5% of the total costs spent for curriculum instructional costs was 3.4% of the average and meant that the District spent \$157,525 above what it would have had to if it had met the average expenditure. It says that the professional staff enjoys a student teacher ratio of 12.7 as against the average for the conference of 13.5. This translates into the reduction of five professional jobs, if the District wanted to attain the average.

The Board holds that the data show that St. Francis is a community with relatively poor citizens who must bear the burden of providing educational services. Particularly now with the decline in the state equalized valuation, if this persists over a period of time, it would spell the demise of the local tax base. St. Francis is not at the critical stage yet, but there is a question as to the financial ability of the taxpayers to finance the high settlement proposed by the Association. The taxpayers have been compelled to absorb tax increases, but the teachers have not had to forego any benefits.

The Board in the hearing addressed the issue of the diseconomy of the school system it operates and says that this is shown in the disproportionate higher costs for total instructional costs it has to meet. With the St. Francis District being a unique school district of low income workers and an eroding tax base, the interest and welfare of the public require that higher pay be given only when necessary to fairly reward the teachers. The teachers' interests must be balanced against the overburdened taxpayers. The evidence on salaries indicates that the offer of the District will best provide that balance.

The Association's Position. Association Exhibit 65 was a copy of a report of the Rand Corporation entitled "The Coming Crisis in Teaching." The burden of this report was that academically qualified teachers were leaving the profession for higher paying positions.

The Association contends that the District has not attempted to show that it cannot afford the cost of the SFEA final offer, nor that they would have great difficulty in meeting the Association offer. The parties are only \$11,802 apart for 1985-86 which is less than 0.3% of the school budget for 1985. The Association notes that the District is scheduled to receive a \$266,840 increase in state aids and state aid tax credits this year, and this increase constitutes one of the largest percentage increases in aids and credits in the area. The District can afford to pay the cost but is unwilling to do so.

The Association argues that the St. Francis teachers should not be required to subsidize the school district through lower salaries simply because of the lower tax base in the district. The citizens of St. Francis should be seeking to avoid the demise of the tax base through means other than imposing comparatively lower salaries on its teachers. Further there is no conclusive correlation between the decline of state equalized valuation and the salaries paid to school teachers. The Association says that the decline in equalized valuation in Greenfield was worse than in St. Francis but the Greenfield teachers are paid higher salaries.

The Association argues that if there is a decline in a community, the quality of education in the District will be a primary factor in community expansion.

The Association disputes the arguments of the Board that the District suffers from diseconomy of scale. The argument of the Board that it has higher instructional costs because of diseconomy of scale is flawed on several counts. The District could meet state instructional requirements without experiencing a higher instructional costs percentage. Also there is no correlation between curriculum costs and total budget costs and salaries paid to teachers. Further the proportion of instructional costs to total costs is determined solely by the Board and is not negotiated with the teachers.

Concerning the pupil/teacher ratio, the Association says that the Employer exhibit on this subject contains all the professional staff and not just teachers. Further there is no correlation between pupil/teacher ratio and level of salaries, and also the District makes the decisions which lead to the pupil/teacher ratio, and this is not negotiated with the Association.

Discussion. There is no question that St. Francis is a unique district in that it has a low per capita income, relatively small population, and a tax base that may be declining. This must be taken into consideration, even in a metropolitan area. On the other hand, there was no direct evidence that the District will not be able to afford the Association offer especially since the total of tax aids and tax credits from the state will be substantial; and though the school rate may increase, yet the relief from state aid directly to the taxpayer will reduce the burden. The District, despite its smallness, can meet the costs of either offer.

The argument that the quality of life in a community is enhanced by a good educational system also must be accepted even in a community which is otherwise not as prosperous as larger communities, and the argument has merit that if the tax burden needs to be kept down, it should not be done by reducing teachers' salaries considerably below those in surrounding communities.

As to the actual tax burden facing the St. Francis community under either offer, the budget-to-budget figure is lower than the figure derived from moving a cohort of teachers forward from one year to the next as is the custom used in making comparisons of effort. In this case the actual salary

cost for the Board offer will come to 5.0% and for the Association offer to 5.6% for 1985-86 and 4.8% for 1986-87 when the actual staffing pattern is considered (Table IV). This will considerably ease the burden on the taxpayer. When the need for catch-up is considered, this actual cost at this time would indicate that the catch-up can be made with a lesser effect than might have been required at another time. In sum then, the arbitrator believes that the conditions now favor the Association offer in a catch-up situation when the interest and welfare of the public are concerned and as to the public's ability to pay.

XV. OTHER FACTORS AND CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.

The arbitrator has considered all the statutory criteria and has applied them where appropriate in the foregoing discussions.

XVI. SUMMARY. The following is a summary of the opinions and conclusions of the arbitrator.

1. There is no bar to the lawful authority of the Employer in the acceptance of either offer.

2. The primary comparison group for St. Francis consists of four southeastern Milwaukee County municipalities. A secondary comparison group consists of eight southern Milwaukee County school districts. A tertiary comparison group consists of Milwaukee County school districts with the exception of the Milwaukee Public Schools.

3. The weight of the factor of comparability of wages alone accrues to the offer of the Association.

4. In the matter of total compensation, the information on total compensation supports the Association offer as more comparable and reasonable.

5. The changes in the cost of living favor the Board offer.

6. The personal leave proposal of the Association is more comparable to provisions in comparable districts and is reasonable because it links use of a personal day with reduction in sick leave.

7. On the whole, comparability favors the Board on a one-year contract.

8. The District has the ability to meet the costs of either offer.

9. As to the interests and welfare of the public, the conditions now favor the Association's offer in a catch-up situation.

The factors of comparability of wages, comparability of total compensation, personal leave, and the interests and welfare of the public accrue to the Association offer. The factors of changes in the cost of living and duration accrue to the Board offer. It is the opinion of the arbitrator that the former set of factors are more weighty together than the latter set of factors, and therefore the following award is made.

XVI. AWARD. The successor agreement to the 1984-85 agreement between the St. Francis Education Association and the St. Francis School Board should contain the final offer of the Association.

Frank P. Zeidler

FRANK P. ZEIDLER
MEDIATOR/ARBITRATOR

DATE December 17, 1985

**St. Francis School District/St. Francis Education Association
Voluntary Impasse Resolution Procedure
October 15, 1985**

1. This impasse procedure shall be in lieu of that provided in Section 111.70(4)(cm)6, Wis. Stats. This procedure shall become effective as of its execution by the parties and shall continue in full force and effect until the impasse over a successor to the 1984-85 Agreement is resolved.
2. The parties have agreed to request that Mr. Frank Zeidler serve as Mediator/Arbitrator of this dispute. Mr. Zeidler has agreed to do so.
3. The parties and Mr. Zeidler have agreed to hold a mediation session on Tuesday, October 15 beginning at 5:30 p.m. in the District Office.
4. The parties have further agreed that if a voluntary settlement is not reached by the conclusion of the October 15 mediation session, the parties will present to each other and to Mr. Zeidler their preliminary final offers on all remaining issues in dispute.
5. The parties will meet on Monday, October 28 at 3:30 p.m. for the purpose of exchanging any revisions to their October 15 preliminary final offers. Following the close of the October 28 meeting, neither party may modify its final written offer without the consent of the other party.
6. The parties and Mr. Zeidler have agreed to schedule an arbitration hearing on Tuesday, November 5, 1985 beginning at 5:30 p.m. in the District Office. Each party shall have the opportunity at this hearing to present written and oral evidence in support of its final offer for arbitration.
7. The parties shall have until November 15 to file written arguments with the Arbitrator. If either party wishes to file a reply, it must be postmarked no later than November 22. Thereafter the record shall be considered closed.
8. The Arbitrator shall adopt without modification the final offer of one of the parties in total. The decision of the Arbitrator shall be final and binding on both parties and shall be incorporated into a collective bargaining agreement. The Arbitrator shall serve a copy of the written decision on both parties.
9. The cost of the arbitration shall be divided equally between the parties. However, each party shall bear the cost for any out-of-pocket expenses, including witness and attorney fees. The Arbitrator shall submit a statement of his costs to both parties.
10. In making any decision under the arbitration procedures authorized by this agreement, the Arbitrator shall give weight to the factors set forth in Section 111.70, Wis. Stats.

Norman J. Eassey
For the School District

James Gibson
For the SFEA

10-28-85
Date

10/15/85
Date

CONFIDENTIAL: ST. FRANCIS SCHOOL BOARD
NEGOTIATIONS; 85-86 TEACHER'S CONTRACT
OCTOBER 24, 1985

<u>STIPULATED TENTATIVE AGREEMENTS</u>	<u>SOURCE</u>
1. 85-86 CALENDAR; attached	art.I sec.A
86-87 CALENDAR; attached	art.I sec.A
2. MAKE-UP DAY PROVIS.; emerg. sch. closings	art.I sec.B
3. SMOKING POLICY; attached	sch.bd. policy
4. HEALTH INSUR.; dupl. coverage attached	art.VII sec.A
5. STRS INCREASE; attached	art.VIII sec.A
6. EXTRA PAY; 6\$ except 8\$ for cheer. marin. (including coaching and co-curr.)	art.V sec. A-L & appendix C
7. GRIEVANCE PROCEDURE - last line page 21	art. XI

Norman T. Casey

10/28/85
James Libon

ATTACHMENTS TO STIPULATED AGREEMENTS

1. Article I, Calendar - Rewrite section A as follows:

"The school calendars which have been arrived at through negotiations are attached as Appendix D and are hereby incorporated within this Agreement." (Tentative Agreement 10/15/85)

2. MAKE-UP DAY PROVISIONS

"May 23, 1986 (May 22, 1987) shall be designated as a make-up day. The first day of school cancelled as a result of inclement weather or some other emergency situation shall not be made up. The second of such days shall be made up on May 23, 1986 (May 22, 1987). If no make-up days are needed, May 23, 1986 (May 22, 1987) shall be a non-working day for teachers. All subsequent days of school that are cancelled as a result of inclement weather or some other emergency situation may be made up as work days at the discretion of the school board. In the event the school board decides to make-up such work days they shall be made up at the end of the school year. (Tentative Agreement 10/15/85)

If June 13, 1986 (June 12, 1987) is used as a make-up day, teachers will have the option of working on Saturday, June 14 or Monday, June 16, 1986 (June 13, or June 15, 1987)."

3. SMOKING POLICY

"It is the policy of the school board that no smoking be permitted in the schools with the exception, however that areas currently utilized by teachers may continue to be utilized by teachers. "

This policy will be reviewed upon expiration of the successor to the 1984-85 Agreement. (Tentative Agreement 10/15/85)

4. HEALTH INSURANCE - Art. VII Sec. A

"Written certification of no duplicate coverage shall be submitted by all employees covered by the family plan. Single coverage only will be provided if an employee is voluntarily covered by another plan. If an employee is involuntarily covered by a family plan which is not SUBSTANTIALLY SIMILAR to the District Plan, that employee will be eligible for family plan coverage. In the event that the employee should lose alternate coverage through his/her spouse for any reason, s/he and all of his/her dependents shall be able to immediately receive health insurance coverage through the group plan at District expense without being subjected to any proof of insurability requirements." T.A. 8/13/85

5. STRS CONTRIBUTION (DURING 85-86 SCHOOL YEAR)

"District will pay into the State Teacher's Retirement System an amount equal to 5.0%...6% effective January 1, 1986 of the teacher's earnings subject to the retirement contribution. This payment will be credited toward the teacher's contribution to the State Retirement System." T.A. 8/13/85

6. EXTRA PAY - See attached

7. GRIEVANCE Procedure - Rewrite last line as follows:

Statement 5(a) above shall be in full force and effect for the years 1985-86; 1986-87.

N. F. E.
[Signature]

ST. FRANCIS SCHOOL DISTRICT CALENDAR 1985- 96 PROPOSED APPENDIX A

AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
M T W T F (28) (29) XX	M T W T F [2] 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 (25) 26 27 30	M T W T F 1 2 3 4 7 8 (9) 10 11 14 15 16 17 18 21 22 23 (24) (25) 28 (29) 30 31	M T W T F 1 4 5 6/ 7 8 11 12 13 14 15 18 19 (20) 21 22 25 26 27 (28) XX
Student Days 0 Teacher Days 2	Student Days 20 Teacher Days 20 Holiday (Paid) 1	Student Days 21 Teacher Days 21 Teacher's Convention 2	Student Days 19 Teacher Days 19 Holiday(paid) 1
DECEMBER	JANUARY	FEBRUARY	MARCH
M T W T F 2 3 4 5 6 9 10 (11) 12 13 16 17 18 19 20 XX XX XX XX XX XX XX	M T W T F X 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23/ (24) 27 28 29 30 31	M T W T F 2 3 4 5 6 7 10 11 12 13 14 (15) 18 19 20 21 XX 25 26 27 28	M T W T F 3 4 5 6 7 10 (11) 12 13 14 17 18 19 20 21 24 25 26 27 XX XX
Student Days 15 Teacher Days 15	Student Days 21 Teacher Days 22	Student Days 18 Teacher Days 19	Student Days 19 Teacher Days 19
APRIL	MAY	JUNE	
X X X X 7 8/ 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 [26] 27 28 29 30	2 3 4 5 6 9 10 11 12/ (13)	
Student Days 18 Teacher Days 18	Student Days 20 Teacher Days 20 Holiday(paid) 1	Student Days 9 Teacher Days 10	

LEGEND

First Day of School Sept. 3
Last Day of School June 12
Teacher Work Days Aug. 28, 29
Jan. 24
June 13

1st Qt. Ending: Nov. 6, 1985 (43)
2nd Qt. Ending: Jan. 23, 1986 (46)
3rd Qt. Ending: April 8, 1986 (43)
4th Qt. Ending: June 12, 1986 (46)
Total Days 180

PARENT CONFERENCE DAYS

() November 20, 1985 - Parent Conference Day R - 12

◇ March 11, 1985 TENTATIVE
Teachers' Convention

○ Teacher Only Days

X Non School Days

□ Paid Holidays

△ H. S. Open House Sept. 25, 1985 ~~12-6-8~~ 6 to 8:30

▽ Elem. Open House Oct. 29, 1985 ~~12-6-8~~ 6 to 8:30

● Full Day Inservice Feb. 17, 1986

○ Early Dismissal Inservice Oct. 9, 1985

○ " " Dec. 11, 1985

/ End of Grading Period

/ Make up Day May 25, 1986

Graduation Day June 10, 1985 - 8:00 P.M.

N.F.E.
[Signature]

1986 - 1987 TEACHING CALENDAR PROPOSED/TENTATIVE

OCTOBER				NOVEMBER				
M	T	F	S	M	T	W	T	F
				2	3	4	5	6
7	8	9		10	11	12	13	14
15	16	17		17	18	19	20	21
22	23	24		24	25	26	27	28
29	30	31						
Student Days	21			Student Days	21			
Teacher Days	21			Teacher Days	18			
Convention	2			Holiday (Paid)	1			

DECEMBER			JANUARY				
M	T	F	M	T	W	T	F
			4	5	6		
7	8	9	11	12	13		
14	15	16	18	19	20		
21	22	23	25	26	27		
Student Days	19		Student Days	21			
Teacher Days	19		Teacher Days	22			

FEBRUARY				MARCH				
M	T	F	S	M	T	W	T	F
				2	3	4	5	6
7	8	9		10	11	12	13	14
15	16	17		16	17	18	19	20
21	22	23		23	24	25	26	27
Student Days	19			Student Days	21			
Teacher Days	19			Teacher Days	22			

APRIL				MAY				
M	T	F	S	M	T	W	T	F
				3	4	5		
6	7	8		10	11	12		
13	14	15		17	18	19		
20	21	22		24	25	26		
Student Days	19			Student Days	21			
Teacher Days	19			Teacher Days	22			

JUNE				TOTALS				
M	T	F	S	Student Days	Teacher Days	Holidays	Convention	
				180	185	3	2	
1	2	3						
4	5	6						
7	8	9						
10	11	12						
13	14	15						
16	17	18						
19	20	21						
22	23	24						
25	26	27						
28	29	30						
31								

LEGEND

First Day of School	Sept. 2
Last Day of School	June 12
Teacher Work Days	Aug. 27, 28 Jan. 23 June 12
1st Qt. Ending:	Nov. 5, 1986 (45)
2nd Qt. Ending:	Jan. 23, 1987 (45)
3rd Qt. Ending:	March 31, 1987 (45)
4th Qt. Ending:	June 11, 1987 (45)
Total Days	180

- Teacher Only Days
- Student Days
- XX Non School Days
- Paid Holidays
- ◇ Teachers' Convention
- △ Elem./H.S. Open House (All District) *6 to 8:30*
- ⊕ Full Day Inservice
- [] Parent Conference Nov. 19, 1986 K - 12
- ⊖ Early Dismissal Inservice Oct. 1, 1986
Dec. 1, 1986
- ⌋ End of Grading Period
- / Make up Day

N.Y.C. [Signature]

TENTATIVE/PROPOSED

APPENDIX C

1985-86 ST. FRANCIS SCHOOLS EXTRA PAY SCHEDULE

<u>ASSIGNMENT</u>	<u>HEAD</u>	<u>EXP. ASST.</u>	<u>NEW 0-2 YRS.</u>
Football	2075	1500	1204
Basketball	2075	1500	1204
Track	2075	1500	1204
Cross Country	1557	1163	905
Tennis	1557	1163	905
Volleyball	1557	1163	905
Softball	1557	1163	905
Cheerleaders	878		
PomPom	1299		
Yearbook	1309		
Newspaper	1017		
Forensics	970		
Band (H.S.)	919		
Band (Elem.)	392		
Pror	585		
Chorus (H.S.)	676		
Audio Visual	775		
Student Council (H.S.)	679		
Student Council (Elem.)	593		
Clubs (Spanish, AFS, Ski)	392		
Class Advisor (H.S.) 9th-12th	150		
Drama 3 Act Play	966		
Drama 1 Act Play	483		
Musical (Band)	242		
Musical (Chorus)	338		
Cadets Advisor	528		
Extra Class	1645		
Filming Athletic Events	43.00/event		

M. Y. E.
J. P. -