

SEP 24 1986

BEFORE FREDERICK P. KESSLER
ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

DECISION

IN THE MATTER OF THE FINAL
AND BINDING ARBITRATION BETWEEN THE

WEYAUWEGA-FREMONT EDUCATION ASSOCIATION

and

Case 14, No. 35703
MED/ARB-3509
Decision No. 23159-A

WEYAUWEGA-FREMONT SCHOOL DISTRICT

I. HEARING

A hearing was held in the above-captioned matter on April 30, 1986 at 10:30 AM, in the Weyauwega-Fremont Middle School in Weyauwega, Wisconsin. On April 8, 1986, an effort to mediate this dispute was held at the same location.

II. APPEARANCES

Appearing on behalf of the Weyauwega-Fremont School District was: Jack Walker, Attorney-at-Law; Frank Roeder, District Administrator; Richard Larson, Chairman of the Negotiating Committee of the Weyauwega-Fremont School Board. At the earlier mediation session, they were accompanied by Richard Larson and John Johnston.

The Union was represented at the hearing by: David W. Hanneman, Executive Director, Central Wisconsin UniServ Council-South, Arnie Behnke, and Robert Rieckmann. At the earlier mediation session, also present were Bob Jeske, Greta Baehman, and Bill Sexton.

III. NATURE OF THE PROCEEDINGS

This is a proceeding seeking a final and binding arbitration between the above parties brought under Section 111.70(4)(cm), Wis.Stats., the Municipal Employment Relations Act.

This Arbitrator was advised on January 27, 1986 that he had been selected to hear this dispute after Daniel L. Bernston, a member of the staff of the Wisconsin Employment Relations Commission, investigated the dispute and concluded that the parties had been unable to resolve the dispute and were at an impasse.

A meeting was set for April 8, 1986 in an attempt to mediate the dispute. The mediation was not successful, so on April 30, 1986, a hearing was held to receive evidence. At the conclusion of the hearing, the parties advised this Arbitrator that briefs would be exchanged on June 6, 1986, and reply briefs on June 20, 1986.

IV. FINAL OFFERS

A. The Association's Final Offer

The final offer received from the Weyauwega-Fremont Education Association reads in part as follows:

Delete the currently existing 7.13 Summer Curriculum Revision and replace the deletion with the following addition:

7.13 Summer Curriculum Revision

Summer Curriculum work will be on a voluntary basis. Teachers on a committee will be paid \$6.50 per hour. Chairmen will receive \$7.05 per hour. Curriculum area, number on committee, amount of time allowed shall have approval of the Administration and the Board of Education each year.

Delete the currently existing SALARY SCHEDULE and replace the deletion with the SALARY SCHEDULE reproduced below.

<u>Step</u>	<u>BA</u>	<u>+10</u>	<u>+20</u>	<u>MS</u>	<u>+10</u>
0.0	\$15,385	\$15,710	\$16,035	\$16,360	\$16,665
0.5	15,616	15,946	16,276	16,605	16,935
1.0	15,847	16,181	16,516	16,851	17,186
1.5	16,077	16,417	16,757	17,096	17,466
2.0	16,808	16,658	16,997	17,342	17,666
2.5	16,616	16,967	17,316	17,669	18,103
3.0	16,923	17,281	17,639	17,996	18,520
3.5	17,231	17,595	17,959	18,323	18,938
4.0	17,539	17,909	18,260	18,651	19,355
4.5	17,847	18,224	18,601	19,060	19,772
5.0	18,154	18,538	18,921	19,469	20,189
5.5	18,462	18,852	19,242	19,873	20,606
6.0	18,770	19,166	19,563	20,267	21,023
6.5	19,077	19,480	19,964	20,696	21,440
7.0	19,385	19,795	20,365	21,105	21,858
7.5	19,693	20,109	20,765	21,514	22,275
8.0	20,000	20,423	21,166	21,923	22,692
8.5	20,308	20,816	21,567	22,332	23,100
9.0	20,616	21,209	21,968	22,741	23,526
9.5	20,924	21,601	22,369	23,150	23,943
10.0	21,231	21,994	22,770	23,559	24,360
10.5	21,616	22,387	23,171	23,968	24,777
11.0	22,001	22,780	23,572	24,377	25,195
11.5	22,385	23,172	23,972	24,786	25,612
12.0	22,770	23,565	24,373	25,195	26,029

Delete the currently existing COACHES' PAY SCHEDULE and replace the deletion with that which follows below:

COACHES' PAY SCHEDULE 1985-86
Presented on \$15,385.00 Base

<u>POSITION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
Football - Head	8/\$1,230.80	9/\$1,384.65	10/\$1,538.50
Basketball - Boy's Head			
Wrestling - Head			
Basketball - Girl's Head			
Football (Assist. Head)	6/ 923.10	7/ 1,076.95	8/ 1,230.80
Football JV			
Wrestling Assist. & JV			
Basketball - Boys JV			
Basketball - Girls JV			
Head Track			
Head Volleyball			
Track (Assist.)	5/ 769.25	6/ 903.10	7/ 1,076.95
Volleyball (Assist.)			
Softball Head			
Cross Country Head			
Baseball Head			
Pom Pon	4/ 615.40	5/ 769.25	6/ 923.10
Cheerleading HS			
Baseball Assist.	3/ 461.55	4/ 615.40	5/ 769.25
Softball Assist.			
Girls Basketball (Frosh.)			
Football Frosh (Head)			
Boys Basketball (Frosh.)			
Boys Basketball - Grade 8			
Boys Basketball - Grade 7			
Girls Basketball - Grade 8			
Girls Basketball - Grade 7			
Volleyball (Frosh.)			
Wrestling 7-8 Head			
Intramural Director			
Wrestling 7-8 Assist.	2/ 307.70	3/ 461.55	4/ 615.40
Volleyball Grade 8			
Volleyball Grade 7			
Cheerleading - M.S.			
Football - Assist (Frosh.)			

9/25/84

The people who are in the following athletic positions during 1984-85 will receive this percentage of the current contract base of the salary schedule until they leave the position or the percentage is raised to or above:

7-8 Grade Volleyball Coaches	5%
Freshmen Football Coach	6%
Freshmen Basketball Coach	6%

Delete the currently existing EXTRA-PAY SCHEDULE and replace the deletion with the following addition:

EXTRA PAY SCHEDULE 1985-86 SCHOOL YEAR
Presented on \$15,385.00 Base

<u>Activity</u>	<u>% Of Base</u>	<u>Step I</u>	3% <u>Step II</u>	3% <u>Step III</u>	5% <u>Step IV</u>	5% <u>Step V</u>	5% <u>Step VI</u>
Year Book School Paper	4.5	692.33	(20.77) 713.10	(20.77) 733.87	(34.62) 768.49	(34.62) 803.11	(34.62) 837.73

Three Act Play Instrumental Musical Director	3	461.55	(13.85) 475.40	(13.85) 489.25	(23.08) 512.33	(23.08) 535.41	(23.08) 558.49

Forensic-Head Debate Vocal Music One Act Play Audio Visual Dir. Ass't. Musical Director	2	307.70	(9.23) 316.93	(9.23) 326.16	(15.39) 341.55	(15.39) 356.94	(15.39) 372.33

Forensic Ass't. General Music Each Additional One Act Play	1	153.85	(4.62) 158.47	(4.62) 163.09	(7.69) 170.78	(7.69) 178.47	(7.69) 186.16

B. The District's Final Offer

The pertinent parts of the District's final offer reads as follows:

EXTRA PAY SCHEDULE
Presented on \$15,100.00 Base

<u>Activity</u>	<u>% Of Base</u>	<u>Step I</u>	3% <u>Step II</u>	3% <u>Step III</u>	5% <u>Step IV</u>	5% <u>Step V</u>	5% <u>Step VI</u>
Year Book School Paper	4.5	679.50	(20.39) 699.89	(20.39) 720.28	(33.98) 754.26	(33.98) 788.24	(33.98) 822.22

Three Act Play Instrumental Musical Director	3	453.00	(13.59) 466.59	(13.59) 480.18	(22.65) 502.83	(22.65) 525.48	(22.65) 548.13

EXTRA PAY SCHEDULE
Presented on \$15,100.00 Base
(Continued)

<u>Activity</u>	<u>% Of Base</u>	<u>Step I</u>	<u>3% Step II</u>	<u>3% Step III</u>	<u>5% Step IV</u>	<u>5% Step V</u>	<u>5% Step VI</u>
Forensic-Head Debate Vocal Music One Act Play Audio Visual Dir. Ass't. Musical Director	2	302.00	(9.06) 311.06	(9.06) 320.12	(15.10) 335.22	(15.10) 350.32	(15.10) 365.42

Forensic Ass't. General Music Each Additional One Act Play	1	151.00	(4.53) 155.53	(4.53) 160.06	(7.55) 167.61	(7.55) 175.16	(7.55) 182.71

COACHES' PAY SCHEDULE
Presented on \$15,100.00 Base

<u>POSITION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
Football - Head Basketball - Boy's Head Wrestling - Head Basketball - Girl's Head	8/\$1,208.00	9/\$1,359.00	10/\$1,510.00
Football (Assist. Head) Football JV Wrestling Assist. & JV Basketball - Boys JV Basketball - Girls JV Head Track Head Volleyball	6/ 906.00	7/ 1,057.00	8/ 1,208.00
Track (Assist.) Volleyball (Assist.) Softball Head Cross Country Head Baseball Head	5/ 755.00	6/ 906.00	7/ 1,057.00
Pom Pon Cheerleading HS	4/ 604.00	5/ 755.00	6/ 906.00
Baseball Assist. Softball Assist. Girls Basketball (Frosh.) Football Frosh (Head) Boys Basketball (Frosh.) Boys Basketball - Grade 8 Boys Basketball - Grade 7 Girls Basketball - Grade 8 Girls Basketball - Grade 7 Volleyball (Frosh.) Wrestling 7-8 Head Intramural Director	3/ 453.00	4/ 604.00	5/ 755.00

COACHES' PAY SCHEDULE
Presented on \$15,100.00 Base
(Continued)

<u>POSITION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
Wrestling 7-8 Assist.	2/ 302.00	3/ 453.00	4/ 604.00
Volleyball Grade 8			
volleyball Grade 7			
Cheerleading - M.S.			
Football - Assist (Frosh.)			

9/25/84

The people who are in the following athletic positions during 1984-85 will receive this percentage of the current contract base of the salary schedule until they leave the position or the percentage is raised to or above:

7-8 Grade Volleyball Coaches	5%
Freshmen Football Coach	6%
Freshmen Basketball Coach	6%

SCHOOL DISTRICT OF WEYAUWEGA-FREMONT
Pay Schedule Base

<u>Base</u>	<u>Inc.</u>	<u>BA</u>	<u>Inc.</u>	<u>BS+10</u>	<u>Inc.</u>	<u>BS+20</u>	<u>Inc.</u>	<u>BS+30</u> <u>MS</u>	<u>Inc.</u>	<u>MA+10</u>
Base		\$15,100		\$15,500		\$15,900		\$16,300		\$16,700
1/2		15,300		15,700		16,100		16,500		16,900
1	\$400	15,500	\$400	15,900	\$400	16,800	\$400	16,700	\$400	17,100
1 1/2		15,725		16,125		16,525		16,950		17,325
2	450	15,950	450	16,350	450	16,750	450	17,150	450	17,550
2 1/2		16,200		16,600		17,000		17,400		17,925
3	500	16,450	500	16,850	500	17,250	500	17,650	750	18,300
3 1/2		16,725		17,125		17,525		17,925		18,675
4	550	17,000	550	17,400	550	17,800	550	18,200	750	19,050
4 1/2		17,375		17,775		18,175		18,575		19,425
5	750	17,750	750	18,150	750	18,550	750	18,950	750	19,800
5 1/2		18,075		18,525		18,925		19,325		20,175
6	650	18,400	750	18,900	750	19,300	750	19,700	750	20,550
6 1/2		18,725		19,275		19,675		20,075		20,925
7	650	19,050	750	19,650	750	20,050	750	20,450	750	21,300
7 1/2		19,375		20,025		20,425		20,825		21,675
8	650	19,700	750	20,400	750	20,800	750	21,200	750	22,050
8 1/2		20,025		20,725		21,175		21,575		22,425
9	650	20,350	650	21,050	750	21,550	750	21,950	750	22,800
9 1/2		20,675		21,375		21,875		22,325		23,175
10	650	21,000	650	21,700	650	22,200	750	22,700	750	23,500
10 1/2		21,325		22,025		22,525		23,025		23,925
11	650	21,650	650	22,350	650	22,850	650	23,350	750	24,300
11 1/2						23,175		23,675		24,625
12					650	23,500	650	24,000	650	24,950
12 1/2								24,325		25,275
13							650	24,650	650	25,600

V. STATUTORY CRITERIA

Section 111.70(4)(cm), Wis.Stats., provides that an Arbitrator must consider the following in an interest arbitration matter:

Section 111.70(4)(cm)(7) Factors Considered In making any decision under the Arbitration procedures authorized by this subsection, the Mediator-Arbitrator shall give weight to the following factors:

(a) The lawful authority of the municipal employer.

(b) Stipulations of parties.

(c) Interest and welfare of the public and the financial ability of the unit of government to meet the costs proposed in the settlement.

(d) Comparison of wages, hours, conditions of employment of municipal employees involved in Arbitration proceedings with wages, hours, conditions of employment of other employees performing similar services and with employees generally in the public service in the same community and in comparable communities.

(e) The average consumer price for goods and services commonly known as the cost of living.

(f) The overall compensation presently received by municipal employees, including direct wages, vacation, holidays and excused time, insurance, pensions, medical, hospitalization benefits, and 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 and traditionally taken into consideration and 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.

VI. ISSUES IN DISPUTE IN THE FINAL OFFERS

The most significant issue in dispute is the salary schedule for the 1985-86 contract. The Association proposes a salary increase of 8.3% on the existing salary schedule. The District proposes a new schedule which would result in salaries being increased between \$400 to \$750 and which eliminates the indexed nature of the salary schedule. The Association's proposed base salary is \$15,385, while the District's proposed base salary would be \$15,100.

The second issue is the determination of a base salary for extra-duty work. This is interrelated to the first issue since both parties provide that the athletic coaches, advisors, and directors performing the extra-duty work would received a percentage of the base salary.

The third issue in this proceeding is the appropriate reimbursement rate for summer curriculum work. The Association's offer proposes a rate of \$6.50 for teachers on the Summer Curriculum Committee and \$7.05 per hour for committee chairpersons; the District proposes no alteration in the existing rates of \$6.00 and \$6.50 per hour, respectively.

A series of other issues were discussed, but close examination shows both parties proposed identical provisions. Consequently, these will not be addressed in this opinion. Likewise, the calendar dispute will not be addressed here as it has become moot.

VII. ASSOCIATION'S POSITION

The Association's final offer rewards career teachers more than new teachers. Career teachers, the Association argues, are the nucleus of a quality teaching staff; consequently, the interest and welfare of the public are better served by its offer in this respect. Both of the final offers exceed the percentage of increase in the Consumer Price Index for the year in question by a substantial amount. Therefore, the Association concludes statutory provision relating to the CPI should be ignored.

To determine the appropriate comparable districts, the Association proposes primarily the Central Wisconsin Athletic Conference. As alternatives, they encourage the Arbitrator to look at districts contiguous to Weyauwega-Fremont and to Cooperative Educational Service Agency #6. Finally, they offer data for all other school districts in Wisconsin that have settled their 1985-86 contracts with a full-time equivalent number of teachers between 50 and 60. The Association established that approximately 56 full-time teachers were employed by the District in the 1984-85 school year. The Association objects to inclusion in any analysis of comparable wages any private-sector employees because such personnel do not perform the same professional services as teachers.

The most significant issue in dispute is that of salary. The Association argues that an indexed salary schedule has existed in Weyauwega for a period of time. It is therefore inappropriate to abandon the indexed schedule, as the District proposes, in a Mediation/Arbitration setting. Instead, this is a subject that ought to be brought to and settled at the negotiating table. The new structural nature of the District's proposal is a principal reason it should be rejected. The Board has never offered a good and justifiable reason for the abandonment of the existing indexed schedule which was implemented as a result of an arbitration decision by Byron Yaffee during the 1981-83 agreement. Past contract negotiations have resulted in salary increases under that schedule which effectively acknowledges the fairness of that method of compensation.

Voluntary settlements in comparable areas, the Association argues, support the propriety of its final offer. There are currently eleven agreements in place in the Central Wisconsin Athletic Conference. Nine were reached voluntarily, while two were the result of Arbitrator's awards. In 1980-81, Weyauwega-Fremont ranked near the upper one-third of the districts in the Conference; its position relative to other school districts has declined since that time. Consequently, the Association considers a situation in which "catch-up" factors should be considered by the Arbitrator. Neither final offer allows the teachers of Weyauwega-Fremont to stay even with their counterparts in other districts around the state.

The Association argues that the District is not spending an adequate amount to educate its children. The cost per pupil in Weyauwega-Fremont averages \$100 less than the Conference average. This occurs while Weyauwega had a significantly larger equalized valuation per student in the system than the other schools in the district. This is a wealthy district that inadequately taxes its residents to the detriment of students in its educational system. State financial aid for the Weyauwega-Fremont District is increasing from not quite \$1,000,000 to more than \$1,100,000. The Association concludes from this collection of information that Weyauwega-Fremont is spending less per student than other schools in the Athletic Conference and should reasonably be expected to spend more than it has been spending.

The District is less dependent on the farm economy than the average district in the Athletic Conference. Only 16.9% of the total employment in the District is in agriculture, although the Conference average is 19.3% of employees in agriculture. Therefore, even with a downturn

in the agricultural economy in Wisconsin, the impact in Weyauwega-Fremont is less significant than in many other places. The Association argues that Weyauwega-Fremont's teachers should not be compared with agriculture-dependent districts.

The Association strongly objects to the Arbitrator in the Bowler School District Med/Arb, predicting that the District's offer would be chosen in Weyauwega-Fremont. They challenge his understanding of the issues in dispute here as he did not have all the information which these parties provided in the proceeding. They urge this Arbitrator to ignore references to this district in the Bowler District proceeding.

The Association argues that in 1986 the average person with a Bachelor's Degree in the U.S. earned \$23,622. This is substantially more than what is being proposed by either side in this dispute. The average work year of a teacher is 93% of a normal work year, according to the Association. Ninety-three percent (93%) of the average Bachelor Degree salary would still be \$21,532.29, a figure which substantially exceeds both final offers. Consequently, the Association concludes the District salary is not sufficient to encourage persons to become, or continue careers as, teachers and so should be rejected.

Finally, the Association argues that if Weyauwega-Fremont held its other costs constant, it could increase teachers salaries by 20% and still not increase taxes because of the increased state aids the District will receive.

The Association's proposal relating to Extra-Duty pay should be separately discussed. They contend that in all the settled schools in the Athletic conference, Extra-Duty pay was increased by an average of 16.3%. The average increase is 8% higher than what the Association is asking and higher still than what is proposed by the District in its final offer. Consequently, they view their offer as far more comparable to the other district settlements than the final offer of the District.

Another issue in dispute is the rate of pay for summer curriculum work. The Association is asking for an 8.3% increase for this extra work. The District has proposed no increase. The Association did not offer any evidence showing pay rates in the comparable districts for teachers performing this function.

Also, there is a disputed issue involving the District proposal requiring teachers to take a number of additional courses every five or six years. The Association sees this as an attempt to impose a much higher standard on Weyauwega-Fremont teachers than on the State as a whole without a factual justification for such a requirement. State law already requires that a teacher earn the same number of educational credits as proposed by the Board.

The final Association argument in connection with the increases proposed is that because of the long delay between the initiation of this dispute and its resolution by the arbitration proceeding, even the increases proposed by the Association will be worth less real money to the teacher. As a result of delay, the Association calculates that its offer is worth only 94.9% of what it was when it was first made. Therefore, its value is diminished and the District has benefited from

In 1981-83, Arbitrator Byron Yaffee picked the offer that resulted in the inclusion of the present indexed schedule in the contract. Since that decision, the Department of Public Instruction has encouraged the teachers to increase their skills and knowledge, which can be best achieved through attending summer school and by obtaining additional higher education credits. A teacher who obtains these credits will shift into another lane in the salary schedule and thereby receive an automatic salary increase.

The District's final offer adds an additional step to the salary schedule that will be a long-term benefit to future teachers at the higher lanes. When its final offer is compared with the benchmarks in other settled schools in the Conference, it ranks very high. Overall, it is the middle range of salaries in the Athletic Conference. The types of salary structures vary substantially among the Districts within the Conference, which makes it very hard to develop a valid salary comparison table. Consequently, the District urges review of other factors to measure the relative increase.

The District points out that its offer results in increases closer to the Consumer Price Index than does that of the Association. When compared with the increases granted by private employers within the Waupaca County area, the District's offer is very generous. The District calculates that its teachers only work 190 calendar days each year. Even rounding that up to ten months, results in teachers earning \$1,538 per month under the Association's final offer and \$1,510 per month under the District's final offer.

The District compares the wages paid to teachers with those paid other employees in non-teacher, public-sector positions. Such a per month income (\$1,510) is in the second highest salary placement category for marketing and business administration graduates. A Social Worker IV, with an MSW and with administrative responsibility, earned \$24,900.85 in 1985 for 12 months work in Waupaca County. The District's offer of \$25,600 for nine months work, for a person with a master's degree in Step 13 of the schedule, is comparable to the Social Worker IV wages. The Social Worker IVs received a 3% pay increase in 1986. Social Workers just starting with Waupaca County earned \$13,685.10 for 1985 for 12 months work, and reach a maximum salary of \$17,096.95 after three years. This compares favorably to the District's offer for BA teachers after three years.

The District also points out the internal comparables within the Weyauwega-Fremont school system and urges the Arbitrator to consider them. They show that the secretaries, school bus drivers, custodians, and cooks in 1985-86 received a 4%, 5%, or 6% increase respectively. The District Administrator received a 4.9% increase in 1985-86. The High School principal received a 4% increase. These figures, collectively, are closer to the District's offer than to the Associations.

Another issue the District proposes has to do with continuing education for teachers. The District proposes to increase the five-year educational credit cycle to conform with state requirements. This change gives the Board an additional option of freezing a teacher in a certain salary step if that teacher does not comply with the continuing education requirements. Currently the only remedies for non-compliance are discharge or discipline. The additional remedy the District seeks may be less drastic. The increased credit requirement encourages a teacher to seek Master's Degree work. The District disputes the Association's contention that graduate level credits are required in order to comply with this provision.

Another issue that is involved in the dispute is the proposal of the Association to increase the curriculum writing pay for this contract period. This was not proposed by the Association during bargaining. It was added late in the negotiating process when the

Association decided to change the percentage in the salary structure in its final offer. The District urges rejection of this "last minute" idea because it is the type of issue that should have first been discussed at the bargaining table.

The final issue to be decided is pay for Extra-Duty work. Pay proposals in each offer are a percentage of the base from that offer. Consequently, the only difference between the offers is the base salary to which they apply.

The District concludes that its final offer taken as a whole is the most reasonable and urges the Arbitrator to adopt it as part of the agreement.

IX. DETERMINATION OF COMPARABLES

Athletic conferences are traditionally used in determining comparables in school district Mediation/ Arbitration proceedings. In the Central Wisconsin Athletic Conference, there were nine settled labor agreements with teachers at the time of the Weyauwega-Fremont hearing. Those districts that were settled were Almond, Bonduel, Iola-Scandinavia, Manawa, Marion, the Menomonie Reservation Teachers, Shawano, Tri-County, and Wild Rose. These districts are appropriate comparable employers providing similar services and must be utilized by this Arbitrator.

Some of those districts, however, are very difficult to use effectively in this dispute. There was no factual dispute as to the salary schedule for Bonduel, Manawa, Marion, the Menomonie Teachers, Shawano, Tri-County, and Wild Rose. Difficulty, however, did exist in determining exactly what the salary levels were for Almond and Iola-Scandinavia districts. Three exhibits, Board Exhibit #26, Association Exhibit #14, and a memorandum dated April 30, 1986 marked as Board Exhibit #64, show different salaries for the same grade and step in the Iola-Scandinavia district. The discrepancies are summarized below:

Iola-Scandinavia Salary Data

	<u>Board Exhibit #26</u>	<u>Assoc. Exhibit #14</u>	<u>Board Exhibit #64</u>
B.A. Minimum	\$15,000	\$15,000	\$ -
B.A. Maximum	18,695	22,407	24,743 (B.S. Degree)
M.A. Minimum	16,575	16,471	20,560
M.A. Maximum	20,619	24,716	25,982
Scheduled Maximum	None	None	Yes

Iola-Scandinavia has settled its contract and in most circumstances would be a proper and useful measure of comparability. However, because of the uncertainty as to the actual salary schedule for the Iola-Scandinavia district, it cannot be considered here. Iola-Scandinavia also does not have the same type of salary schedule as the remaining districts.

Another district difficult to consider in the appropriate group of comparables is the Almond School District. Diverse evidence has been presented as to the actual benchmark salaries. Information in Board Exhibit #26 places the BA maximum for Almond at \$22,497, while Exhibit #64-B places the maximum at \$20,349. Association Exhibit #14 does not offer any figures for Almond. Similar discrepancies in the figures for Almond are found in several other of the benchmark levels. Therefore, I conclude that the information for Almond is also unreliable and will not be considered in determining the averages or the rankings for the Athletic Conference.

Two other schools in the Athletic Conference, Port Edwards and Bowler, had their wage and salary amounts resolved as a result of arbitration. In a conference with a large number of negotiated settlements, arbitration awards need not be added to the list to have an adequate number of comparables. Therefore, the table of comparable district figures will only include those districts which reached a negotiated settlement.

This Arbitrator specifically rejects all of the other proposed groups of comparable school districts offered both by the Association and by the District. The adjacent districts are not necessary because of the large number of settled contracts already available in the Athletic Conference. The Cooperative Educational Service Agency Area #6 includes too many school systems that are much more urban than Weyauwega-Fremont, i.e., Appleton, Neenah, Menasha, Oshkosh, Fond du Lac, and West Bend. The use of private industry settlements made with firms that have plants in the Weyauwega area is also rejected. Non-teacher public settlements in Weyauwega and Waupaca County, including social workers and nurses employed by the County, involve groups which do not perform services similar to teachers and therefore do not provide useful standards to assist in resolving this dispute.

X. DECISION

A. Wages

Among the factors that Section 111.70(4)(cm)(7) of the Wisconsin Statutes allows an Arbitrator to consider is the closeness of the final offers to the Consumer Price Index changes during the relevant time period. The Consumer Price Index rose during the 1985-86 period at a rate of approximately 3%. It is clear from the evidence that the growth rate was much lower in non-metropolitan areas such as Weyauwega-Fremont. The offer of the District is at a lower rate of increase than the Association proposal and consequently is closer to the cost of living increase both for the nation and for rural areas in Wisconsin. Therefore, the District's offer is preferable when applying the CPI standard.

The statute also directs a comparison of wages involving other employees performing similar services in public employment in other similar communities.

The chart set out below shows the comparable wages paid for teachers within the Central Wisconsin Athletic Conference at various benchmark levels.

Central Wisconsin Athletic Conference

<u>District</u>	<u>BA Min</u>	<u>BA +7</u>	<u>BA Max</u>	<u>MA Min</u>
Bonduel	\$15,470	\$19,183	\$22,896	\$17,017
Manawa	15,320	17,900	20,480	16,895
Marion	15,400	18,605	21,465	16,700
Menomonie	14,975	19,168	23,510	16,622
Shawano	16,036	20,253	24,150	-
Tri-County	14,700	18,228	24,402	15,600
Wild Rose	<u>14,600</u>	<u>17,460</u>	<u>21,320</u>	<u>15,900</u>
Average	15,214	18,642	22,603	16,455
Weyauwega-Fremont Association	15,385	18,770	22,776	16,360
Weyauwega-Fremont District	15,100	18,400	21,650	16,300

Central Wisconsin Athletic Conference
(Continued)

	<u>MA +10</u>	<u>MA Max</u>	<u>Sch Max</u>
Bonduel	\$23,143	\$26,547	\$27,849
Manawa	22,115	23,855	24,530
Marion	21,120	24,475	24,975
Menomonie	22,762	25,757	26,356
Shawano	23,588	27,164	27,741
Tri-County	21,216	25,896	25,896
Wild Rose	<u>20,220</u>	<u>22,620</u>	<u>22,620</u>
Average	22,023	25,188	25,709
Weyauwega- Fremont Association	22,741	25,195	26,029
Weyauwega Fremont District	21,950	24,650	25,600

Comparing the two offers to the comparable salaries in the Conference indicates that the offers are very competitive. The District's offer is more comparable at the entry level, or BA minimum step; the Association's offer is more comparable at the BA 7th step, BA maximum step, and the MA minimum step. The District's offer, however, is more comparable at the MA 10 step and the schedule maximum step. The Association's offer is closer to the MA maximum step average. At three benchmarks, the District offer is more comparable, while the four benchmarks the Association offers is more comparable.

The Weyauwega-Fremont District has never been on either the high or low end of the Athletic Conference relative wage scale. The historical rankings were offered in the Association Exhibit #14. This Arbitrator is satisfied that the District has historically been in the middle of the rankings. There is no "catch-up" reason to adopt the Association's offer.

There are some fundamental differences between the two final offers. The Association's offer proposes a percentage increase based on an existing salary structure. The District's offer removes a half step and a step in the BA and BS+10 credit lanes and adds a half step and a step in the last two lanes to the salary table. The District acknowledges that its offer makes a structural change in the contract, but contends that the Association, by proposing a percentage increase in the salary schedule, effectively also changes the structure.

This Arbitrator declines to adopt the District's argument. In numerous Mediation/Arbitration proceedings in which this Arbitrator has been involved, the school districts propose a fixed dollar salary increase and the association proposes a percentage salary increase. Both proposals generally follow a pre-existing salary schedule. A percentage increase proposal is simply not the equivalent to a proposal to add and subtract steps. The percentage proposal is not a structural change; the addition and subtraction of additional steps, or the creation of entirely new lanes, are major structural revisions of the contract.

This Arbitrator has dealt with situations in which a structural change is contained in one final offer but not the other. Structural contract changes have not been favored by this Arbitrator. Those are the types of changes which should be the result of bargaining between the parties. In a recent decision involving The School District of Potosi, this Arbitrator rejected a final offer by the Potosi Education

Association because it contained a structural change involving the addition of another salary lane. In Dane County and the Dane County Attorney's Association decision, although the percentage increase in each offer was identical, this Arbitrator rejected a proposal that added three lanes each to the top and the bottom of the wage schedule because it structurally altered the existing salary schedule.

This view has been stated by other arbitrators in other cases. Zel Rice, in Madison VTAE, and in Oak Creek-Franklin Joint School District No. 1, declines to adopt final offers in which a structural change in the contract salary schedule was proposed by only one side of the dispute. Edward Krinsky in Chilton School District, Case No. 22891-A, took a similar position and observed:

...the association's offer is preferable overall because it does not disturb the previously bargained structure of the parties salary schedule. Such a change should come about through bargaining and voluntary agreement....

. . .

This arbitrator has stated in many prior interest arbitration decisions his view on major changes in the parties' contracts should be bargained rather than accomplished through arbitration....

This Arbitrator agrees with the positions articulated by Arbitrators Rice and Krinsky. The District offer is a structural revision of the contract and, consequently, inappropriate to impose by arbitration.

In reviewing all the relevant criteria, the final offer of the Association as to salaries is preferable to the final offer of the Weyauwega-Fremont Board. The Association's proposed salaries are slightly closer to the comparable school districts and utilize the existing salary structure.

B. Extra-Duty Pay

The extra-duty schedule in the final offers of the parties differ only because of the base amount in each final offer. Both parties accept the existing structure and percentage add-ons as a method of calculating Extra-Duty Pay. Neither proposes changes in the pay in the various classifications. Consequently, the Association's final wage offer, which is more comparable to other districts, is also more comparable in the area of the extra-duty pay schedule.

C. Curriculum Work

The percentage increase proposed by the Association on this issue is consistent with the percentage increase proposed for a general wage increase. A cause for hesitation, however, is the failure of the Association to include this subject in the bargaining sessions. On balance, in the context of both offers taken as a whole, this proposal is preferable for the same reasons that the wage offer by the Association is preferable to that of the District.

D. Credit Requirements

The District, in its final offer, incorporates the state Department of Public Instruction requirements relating to teacher continuing education credit. It is the opinion of this Arbitrator that those credit requirements are appropriate. They were proposed by the Department of Public Instruction. The Association's argument that teachers would be required to seek graduate credits rather than regular undergraduate credits to satisfy this requirement is not persuasive, and on factual basis for that conclusion has been presented. It is

this Arbitrator's conclusion that the proposal by the District is the more preferable as to this aspect.

E. Other Provisions

The Association, in its brief, argues that its final offer should be adopted because the delay in resolving the contract has made the settlement is worth less to its members. They did not receive the benefit of earning interest on the money awarded or having the opportunity to use it at a time of lower prices during this mildly inflationary period.

The decision to resolve a contract requires participation by both parties. The failure to settle this contract in a timely manner cannot be blamed on one side to the exclusion of the other. It would be inappropriate to penalize one of the two parties for this mutual failure to secure an agreement.

The per capita income in the Weyauwega-Fremont District is higher than the average per capita income in other school districts within the Athletic Conference. Weyauwega-Fremont, in fact, has one of the highest per capita incomes in the Central Wisconsin Athletic Conference. The only district with higher per capital income is the Port Edwards District, where the employment is substantially in manufacturing. Although there is an agricultural base in Weyauwega, it is not as substantial as in many of the other districts within the Athletic Conference. Therefore, the concern that this Arbitrator and other Arbitrators have shown for the financial difficulties facing rural districts in Wisconsin is not controlling here. The impact of the agricultural economy on this district does not justify refusing a salary increase in Weyauwega-Fremont.

XI. SUMMARY

It is this Arbitrator's opinion that the primary subject of this dispute involves salaries. The Association's proposal is clearly preferable in this regard because it does not alter the salary structure and it is more comparable in amount to other appropriate districts. The Association's offer is also more preferable in three of the four other substantive areas in dispute as outlined above.

XII. AWARD

Therefore, the 1985-86 contract for the Weyauwega-Fremont Education Association and Weyauwega-Fremont School District shall incorporate the final offer of the Association.

Dated this 23rd date of September, 1986.



Frederick P. Kessler
Mediator/Arbitrator