

FEB 05 1987

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

\* \* \* \* \*

* In the Matter of the Petition of	*		*
* HOLMEN EDUCATION ASSOCIATION	*		*
* To Initiate Mediation-Arbitration	*	Case No. 14	*
* Between Said Petitioner	*	No. 35721	*
* and	*	MED/ARB-3515	*
* HOLMEN SCHOOL DISTRICT	*	Decision No. 23484	*
	*		*

\* \* \* \* \*

APPEARANCES

On Behalf of the Association: Thomas C. Bina, Executive  
Director - Coulee Region United  
Educators

On Behalf of the District: Gerald C. Kops, Attorney at Law  
Isaksen, Lathrop, Esch, Hart & Clark,

I. BACKGROUND

On June 24 and July 10, 1985, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on June 30, 1985. Thereafter, the parties met on three occasions in efforts to reach an accord on a new collective bargaining agreement. On September 30, 1985, the Association filed a petition requesting that the Wisconsin Employment Relations Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On November 14, 1985, and March 11, 1986, a member of the Commission's staff, conducted an investigation which reflected that the parties were deadlocked in their negotiations, and, by March 11, 1986, the parties submitted to the investigator their final offers, as well as a stipulation on matters agreed upon. The investigator then notified the parties that the investigation was closed; and advised the Commission that the parties remain at impasse.

The parties then mutually agreed to the undersigned as Mediator-Arbitrator on April 3, 1986. The Commission issued the order to initiate mediation-arbitration and the order appointing the Mediator-Arbitrator. Mediation was scheduled for June 9, 1986, and it failed to produce a voluntary settlement. An arbitration hearing was then conducted on June 23, 1986, and the proceedings were transcribed. The parties submitted post hearing briefs and reply briefs. Reply briefs were exchanged October 17, 1986. The following award is based on the evidence presented at the hearing, the briefs of the parties and the relevant statutory criteria.

II. ISSUES

The parties failed to reach agreement on a number of issues in their final offer. In addition, there are some ancillary issues. They are as follows:

A. Salary Schedule

1. The District

The District proposes to keep the same basic salary schedule structure in effect for 1985-86 as was in place for 1984-85. They make no offer for 1986-87.

In 1984-85 the salary schedule consisted of four BA lanes (BA, BA+8, BA+16, BA+24) and three MA lanes (MA, MA+8, MA+16). There were 10 regular steps in the BA and BA+8 steps, eleven steps in the BA+16 and BA+24 lanes and twelve regular steps in the MA lanes. Beyond these all steps there were employees on longevity. Under the Board's offer these employees received the same \$980 base increase as all steps on the regular schedule do, however, they also receive an additional flat dollar increase. In the BA and BA+8 lanes the employees on longevity receive an extra \$100. In the BA+16 and BA+24 lanes, the longevity employees receive an extra \$600. The MA lane longevity is an additional \$900. The MA+8 lane received an additional \$1000 longevity and the MA+16 lane receive an additional \$1100.

2. The Association

For 1985-86 the Association proposes to eliminate the longevity system. They carry this structural change through into a 1986-87 salary schedule. They create a schedule with the same number of lanes but with fixed steps (13 in the BA lane, 14 in the BA+8 lanes and BA+16 lane, 15 in the BA+24 and MA lanes and 16 in the MA+8 and MA+16 lane). They "phase out" longevity by indicating that in 1985-86 and 1986-87 no additional people will be allowed to advance beyond the salary schedule and for those employees "above the schedule" they will receive the same increase as the highest person on the schedule in their same column.

The Association's 1986-87 salary schedule increases the BA base by \$1110 or 7.2%. The RA Max would increase by \$1230 or 5.5%. The MA Base would increase \$1210 or 7%. The MA Max would increase \$1350 or 5.2%. The Schedule Max would increase \$1485 or 5.3%.

B. Costing

The parties also have major differences in the manner in which they cost each other's salary and benefit proposals. The Association costs the proposals as follows on an average teacher basis:

	<u>Wages Only</u>	<u>Total Package</u>
Board	\$1410/7.52%	\$1871/7.70%
Association 1985-86	\$2174/11.58%	\$2930/12.0%
1986-87	\$1832/8.75%	\$2416/8.88%

The Board costs the Association's 1985-86 offer on a total package basis to represent a 12.9% increase or \$3126 per teacher. They cost the Association's 1986-87 offer on a total package basis to represent a 9.5% increase. They cost their own 1985-86 package to be worth 8.37% or \$2028 per teacher.

C. Health Insurance

1. The District

The District proposes the following:

"The Board of Education shall pay \$163.36 per month toward the family health insurance plan; \$63.64 per month toward the single health insurance plan or an equal amount toward

the Option Plan (Dental/Tax Sheltered Annuity) after July 1, 1985, TSA only."

2. The Association

The Association proposes the following:

"The Board of Education will pay \$165.36 per month toward the family health insurance plan; \$65.64 per month toward the single health insurance plan or an equal amount toward the Option Plan (Tax Sheltered Annuity)."

D. Retirement

The Association proposes the following:

"In addition to the Board's required deposit, the employer will pay an amount equal to 6% of the employees' wages to the Wisconsin Retirement Fund beginning January 1, 1986. (This represents an increase of 1% over previous contributions.)"

The Board makes no proposal to increase their retirement contribution.

E. Summer School Pay

1. The District

The District proposes to maintain the status quo. Article SX(F) Summer School states:

"Summer School pay shall be determined by the School Board and the Administration of the Holmen Area School District."

2. The Association

The Association proposes the following:

"Lines 473-474 -- Delete the present language and substitute the following:

Summer School Pay: Teachers who provide instructional services which grant credit toward graduation or grade advancement during the summer will be paid at the same rate as they receive during the regular school term. Voluntary non-instructional work such as curriculum revision and voluntary enrichment programs, which do not fall under any other category, will be at the rate posted by the Board when the work becomes available. Assigned summer work will be at the teachers' regular rate."

F. Extra-Curricular Assignments (Section H, Article 6)

1. The District

The District proposes to increase extra-curricular salaries in Section H Article 6 by 6%. They propose that the following language from Section H be deleted:

"Extra-curricular assignments shall be stated on the contract subject to change by mutual consent of the administration and the teacher."

And be replaced with the following:

"Co-curricular assignments shall be stated on the contract. The Board of Education reserves the right to appoint and remove individuals from co-curricular assignments. However, a staff member may not be removed for arbitrary or

capricious reasons. Removal from a co-curricular assignment shall not impact on the staff member's continuing curricular employment except for just cause."

2. The Association

The Association requests that two individual adjustments be made. They request that the high school vocal music instructor be given a \$70 increase and that the high school cross country coach be given a \$65 increase. After these adjustments they want all rates to increase by the same percent as the salary schedule base, in the case of their offer this is 9.3% for 1985-86 and 7.18% in 1986-87. They also propose the following language change to Section H:

"Extra-curricular assignments shall be stated on the individual contract. After initial assignment to an extra-curricular duty, an employee will serve a two-year probationary period during which time he/she may be removed from that duty for any reason. Following the probationary period, a teacher will only be removed for just cause."

G. Extra Duty Pay (Section I, Article 6)

The District proposes to maintain the following language in Section I, Article 6:

"Seven dollars and fifty cents (\$7.50) will be paid each faculty member to chaperone and to act as score-keeper, clock-timer, ticket-taker.

"Rate for chaperoning buses shall be paid on the basis of \$12.50 per trip. Twenty-five (\$25.00) dollars will be paid each chaperone, other than paid advisor, of all-day activities such as music contests, wrestling tournaments and per night for sixth grade campout.

"If there are no volunteers for extra duty assignments, then assignments to the extra duty will be made by the building principal using a roster system of those teachers under the building principal. It will be the responsibility of the teacher to find a replacement if the teacher cannot be available."

2. The Association

The Association proposes to revise Section I Article 6 as follows:

"A rate of \$5.30 per hour will be paid each faculty member to chaperone or to act as scorekeeper, clock-timer, ticket-taker. The rate for chaperoning buses shall be paid at a rate of \$5.30 per hour. Forty-two dollars and forty cents (\$42.40) will be paid each chaperone, other than paid advisor, of all day activities such as music contests, wrestling tournaments, and per night for sixth grade campout.

"In the event the Board determines duties performed in this section (c) do not require the services of a certified teacher, they may hire volunteers or non-bargaining-unit personnel at whatever rate they deem appropriate."

H. Liquidated Damages

Presently, the liquidated damages clause in the contract states:

"A penalty for breaking of contract may be issued by the Holmen Board of Education according to the schedule below, except for reasons beyond the control of the employee, such

as serious family illness or relocation of family due to spouses's employment:

Before June 15 = \$100	Before August 15 = \$300
Before July 15 = \$200	After August 15 = \$355"

The District proposes to add the following to Article 2 (Negotiation Procedure).

"Teachers who are released from their individual teaching contract for the ensuing school year shall pay the Holmen Board of Education liquidated damages according to the following schedule:

Teachers released July 1 through August 15	- \$300.00
Teachers released from August 15 through the end of the school year	- \$355.00

"The scheduled damages shall not be imposed when the reason for the release of the teacher is beyond the control of the employee, such as serious family illness or relocation of the family due to the spouse's employment."

#### I. Teacher Evaluation

The Association proposes no change in Article 2 Section F. However, the District proposes that paragraph 3 be deleted. It is attached as Appendix 1. Instead they propose the following:

"The non-renewal of the probationary teacher shall be governed by Section 118.22 of the Wis. Stats. During the probationary period a teacher may be non-renewed or step increase denied for any reason; however, the reason may not be arbitrary or capricious.

"A non-probationary teacher may not be denied a step increase except for just cause.

"The contract of a non-probationary teacher may not be non-renewed except for just cause. A conference between the evaluator, teacher, and superintendent shall be held before any recommendation is made to the Board of Education regarding non-renewal of contract or step increase. At the conference and subsequent Board hearing the teacher may be represented by persons of his choosing. Section 118.22 Wis. Stats. shall apply to the non-renewal of a non-probationary teacher in addition to the procedures mentioned above."

#### J. Grievance Procedure

The only substantive change proposed by the Board over the present language is (1) to modify line 261. Instead of stating "step one should be initiated no later than 30 days . . ." (2) to require a grievance be appealed within 10 days of the Step 3 answer. The Board proposes it state "Step one shall be initiated no later than 15 days . . ." and (3) to delete Section D of Article 3 which presently states:

"Any employment controversy or dispute not covered by this agreement but which involves a question of salaries, hours, or conditions of employment, shall be processed through complete Grievance Procedure upon presentation by the aggrieved party."

#### K. Calendar

The 1985-86 calendar is stipulated to. For 1986-87 the Association proposes that:

"The 1986-87 calendar will be developed by the Board with the same structure as the 1985-86 calendar, such as the same number of face to face days and holidays, the same

number and arrangements for parent teacher conferences and snow day makeup and inservice days and beginning about the same time in August of 1986."

### III. ARGUMENTS OF THE PARTIES

The following issue-by-issue analysis of the parties' contention is only a summary of the parties' extensive arguments.

#### A. Salary Schedule

##### 1. Association

In support of their salary schedule proposal the Association utilizes a comparable set that goes beyond the athletic conference. This is necessary, in their opinion, because (1) only two of the athletic conference schools are settled and one is a floating settlement with a guaranteed floor and a ceiling determined by other settlements yet to come, and (2) the other school is in the second year of a two-year contract for 1985-86.

The Association developed an expanded set of comparables by drawing a circle approximately 55 miles in diameter with Holmen being the center. There are 20 settled schools in this circle. It is their belief this provides a reasonable cross section for comparability purposes.

Utilizing Holmen's rank at the benchmarks (not including longevity) within these schools the Association argues that there is a legitimate need to change the salary schedule. For instance, without longevity Holmen ranks last (21) at the BA Max, MA Max and Schedule Max. Even when the longevity steps are compared to the maximums in other districts Holmen is only near the middle of the pack. However, they emphasize that to get to the maximum longevity payments the people in Holmen on those longevity steps have spent an additional 14 years at the BA column (Ms. Michaels) and 15 years at the MA column (Ms. Sacia) and an additional 22 years for Mr. Hoffman at the Schedule Maximum column to reach that middle plateau. They submit that Holmen's longevity program is out of step. They note longevity generally is based upon raises above the top of the salary schedule. But in Holmen the longevity step is negotiated individually each year and it is paid in addition, not to the increase in the top step, but the increase in the BA Base.

In developing a new salary structure the Association utilized the same educational lanes. The number of steps in the Bachelor's and Master's and the Schedule Maximum columns is patterned after the conference average and shows 13 pay levels in the BA column, 15 on the Master's and 16 on the Schedule Maximum. Moreover, the spread between the BA/MA is \$1900 which is within the range in the athletic conference. Moreover, their increment is patterned after the athletic conference average.

In placing people on the salary schedule no teachers were placed on the very top step of the salary schedule. Those people who did not fit on the salary schedule will be provided with the same pay increase as the person who does fit on the salary schedule at the highest position in that column. These people, and there are 25 of them, will have all salary schedule dollars in excess of their schedule placement frozen beginning in 1985-86 and thereafter.

In comparing their offer to the District's, they emphasize again the lower benchmark rankings which would occur under the Board's offer and the fact it takes so long to reach mid-range pay levels. They also provide similar analysis to statewide averages. It is their conclusion that the Board's offer is going to continue the erosion of the wage level of veteran Holmen

teachers and that erosion is worse for the teacher who took the time to improve his/her background by obtaining additional degrees and credits. They also believe that because the Association offer restructured the salary schedule and phased out the longevity payments, the traditional benchmark comparisons do not apply when attempting to evaluate the Association's proposal. In this connection they also look at the increases (as opposed to the levels) when moving to selected benchmarks in Holmen compared to their comparable group on the average.

It is their conclusion that at every single benchmark pay increases offered by the Employer are substantially below the average increases offered by other school districts in the area especially in the higher educational lanes. By comparison the Association's offer is above the average pay increases at the BA and MA Minimums, however nobody will benefit from this at the BA Step 7, the MA Step 10 and the MA Maximum, the Association's offer is still below the average of the 20 area settled schools. Only the BA and Schedule Maximums offer rises above the average of area schools. Even so the teachers at these benchmarks had to spend many years at less than average wages to get there.

It is also the position of the Association that the District has no inability to pay for their proposal. They do, however, anticipate the District will argue that the Association's proposal will place an additional burden on the property taxpayer of the District. However, they note that Holmen's full value levy rate ranks 15th of the 21 settled schools in the area. Additionally, they contend based on an analysis of the District's 1985-86 budget the Association cost figure for its proposal is \$3,630,820--almost 3/4 million dollars below that budgeted by the District. In addition, the monies budgeted for the School District of Holmen projects that on June 30, 1986, in Account #933 000, Fund Balance--Unreserved and Undesignated--there will be a cash balance of \$1,348,636 (Association Exhibit #63, page 8). In other words, at the close of the school year 1985-86, the School District will have in cash on hand, unreserved and undesignated, an amount equal to 21% of its total budget. They also draw attention to the fact that the District will receive more state aid than anticipated. Further, it will not have an impact on the 1985-86 property tax rate because the taxes have already been levied. Also, with respect to their ability to pay the Association doesn't believe the poor state of the agricultural economy should be a factor since only 4.1% of the people employed in the District are employed in agriculture. Additionally, the overall evaluation is up. Further, in 1985-86, residents in the School District of Holmen for the first time will realize the benefit of the school aid credit program and \$206,191 will be used to offset the school property taxes for residents in the School District of Holmen.

#### B. The District

It is the basic position of the teachers that the District's financial proposal strikes the proper balance between the goals of increasing teacher salaries and recognizing the burden placed on local taxpayers to fund increased instructional costs.

In support of this position the District believes it is important to look at the 1984-85 voluntary settlement (consent award) dated February 21, 1985 as background. To the District this settlement should represent a recognition on the parties part of their relationship to other school districts and the economic realities faced by the Holmen School District. Beginning at that time cost of living was decreasing even more and the farm crisis was beginning to become desperate, tax delinquencies increased and the Governor was preaching fiscal restraint to school districts and indicating increased aid should be translated into property relief. Another factor to consider is enrollment increases resulted in the District adding

seven (7) new positions for the 1985-86 school year. This is an additional cost of \$150,000.00 not reflected in the costing method used by the parties to cost proposals in this mediation/arbitration process. Thus, keeping the 1984-85 bargaining year in mind they believe their offer is more reasonable.

Based on their costing the District believes that their offer gives appropriate consideration to the competing needs for increases, property relief, the farm economy and the cost of living. Thus, their offer is most consistent with the interest and welfare of the public.

In terms of comparisons they believe that Onalaska, an adjacent District, should be a primary comparable, based on a variety of measures. They assert the District offer recognizes and maintains the relative salary relationship between Holmen and Onalaska for the 1985-86 school year. On the other hand, the Association offer would upset this relationship and they suggest the Association has not offered any rationale for upsetting the relative relationship between Holmen and Onalaska for 1985-86. The District also believes that the state's settlement pattern does not support rejection of the District's offer. They believe the District offer is entitled to preference because it is closer to the state's pattern for 1985-86 than the teacher proposal.

#### B. Health Insurance

The Employer contends their health and dental insurance proposal should be favored over the Association proposal when viewed in the light of the Coulee Conference 1985-86 benefit package. An important consideration for them is that the current agreement between the District and the Association requires that each employee contribute to the health insurance premium and the District proposal for a successor agreement is consistent with this concept. They contend the Association's demand that the contribution be reduced to \$5.00 per month must be rejected in the light of settled Conference comparables. For instance, Arcadia pays more for family coverage (\$171.96) but they do not provide dental insurance or provide as much for single coverage. Onalaska pays only 80% of the family coverage. This could mean an individual contribution as much as \$37.00 for family and \$13.00 single. In Viroqua teachers contribute 15%. The Association does not make any specific argument on health insurance.

#### C. Retirement

The Association notes that as well as providing substantially larger pay raises, the other area school districts, or approximately 75% of them, have agreed to pick up the 1% increase in teachers' retirement effective January 1, 1986. The District focuses on Onalaska in respect to retirement. They note that the District in Onalaska does pay the 1% increase in pension contribution. However, they also note teachers there contribute more in insurance premiums. Thus, they conclude the absence of a District pension enhancement proposal for 1985-86 does not provide a basis for rejecting the District's proposal when overall compensation between Onalaska and the Holmen School District is considered in factor analysis.

#### D. Summer School

As background, the Association notes that after a hiatus of four or five years, the Holmen School District reinstated summer programs beginning in the summer of 1985 and again in 1986 and for the first time, offered summer school courses for credit or grade advancement. Under the present contract, the Board has the right to establish the pay rate for summer school pay and it has been set at \$10.00 an hour for some time. In view that 1985 was the first time summer school classes were offered for credit the Association proposes that the pay rate



for those courses be the same as the instructor would receive during the regular school year and the Association can see no reason why the pay for teaching the identical course should vary with the month of the year.

The District believes that the rate established for summer school teaching is supported by Conference practice and procedure and, as such, the failure to agree with the Association proposal should not result in a rejection of the District's final offer. The present \$10.00/hour was based on a survey of conference schools and the hourly rate is effectively the equivalent of the MA base rate expressed on an hourly basis. Considering the classes are smaller and that in the comparables the summer school rate is less than the regular rate, they don't believe a change is necessary or justified.

E. Extra-Curricular Assignments  
(Section H, Article 6)

The Association believes that given the lack of job descriptions and the informal handling of extra-curricular assignments, that it is totally unreasonable to expect employees to work under a capricious and arbitrary standard as proposed by the Employer. Moreover, the pay associated with some of these duties is significant (in one case 11% of the BA Base) and to allow somebody to lose that kind of income with a standard other than just cause is not reasonable and should be resisted.

The District believes their proposal clarifying the procedure for appointment and removal from co-curricular assignments and the impact of such removal on a staff member's curricular employment is reasonable since it meets or exceeds protections accorded teachers in comparable school districts. They note in each Conference district, the Board retains the assignment and removal authority. No Conference district limits the Board's discretion by imposing a standard for removal. In all Conference Schools, a mere timely notification by the Board or administration is sufficient to terminate the assignment. Finally, no Conference district has any language regarding the impact that removal from a co-curricular assignment will have on a regular employment. Simply stated, the clause removes the ambiguity of the current contract and establishes substantial employment security. It is clearly a reasonable replacement for the current language and in excess of protection provided by comparable conference schools.

F. Extra Duty Pay

1. The Association

The Association believes their specific adjustments in vocal music and cross country are necessary since the 1984-85 placement of Holmen within the conference comparables shows that the vocal music position is third from the bottom of the eight schools offered by the Association. In cross-country, Holmen ranks third out of the five schools which offer this sport. With respect to the others they note they propose that pay rates be adjusted by the same percent increase as the percent increase in the BA Base of the salary schedule. This practice is followed automatically by Black River Falls, Virgoqua, Westby and West Salem in that their compensation programs are determined by a percentage of the BA Base for all major extra-curricular pay activities. In Onalaska, extra duties are increased by the same percent as the entire increase in the salary schedule. Therefore, the pay adjustment based on the BA Base is consistent with the pattern followed by the majority of the conference schools.

In regard to non-professional assignments, they do not believe that based on the average length of each assignment that a flat rate of \$7.50 is reasonable.

## 2. The District

It is the District's position that its extra duty pay proposal should be preferred over the Association proposal inasmuch as the District proposal more closely tracks the settled conference comparable set and changes in the cost of living during the period in question. In terms of the Association's specific adjustments they note in 1984-85 the high school chorus position stipend was \$680.00 and the high school cross country coach stipend was \$800. The salaries in other Districts for these positions support their offer. Also based on present wage levels for these assignments they don't believe a 9.3% increase is justified and 6% is reasonable. They also believe they compare favorably to other districts on the supervision question.

### G. Liquidated Damages

The District believes their proposal clarifies the confusion which exists in the current contract language. They also note that their proposal does adjust the assessment amounts, but also incorporates a period which is free from any assessment. Therefore, they include the proposal recognizes the legitimate needs and desires of the staff member and the District.

The Association takes the position that the Employer has no evidence on the record to justify its change and has indicated no need for change in the form of testimony of witnesses and therefore fails to meet its burden to justify the inclusion of its change in the collective bargaining agreement. Therefore, the Association believes in this issue its position should be accepted by the Arbitrator as the best last offer.

### H. Teacher Evaluation

The District believes their proposal to change the evaluation language does not in any way change the basic safeguards for probationary and non-probationary teachers. The change goes to the precise procedures which they believe to be confusing and unworkable. Moreover, some of the language they seek to delete (lines 197-225) is lifted right out of the Wis. Stats. 118.22. Therefore, it is not necessary in their opinion since the statute still applies. Most of the proposal revolves around lines 183-193. They suggest this present language is ambiguous and overly restrictive and the new language can be deleted without negatively impacting on teacher job security.

The Association submits the Board has placed no evidence on the record to justify this change. For instance, during this period of thirteen years, the administrative staff of the Holmen School District has managed to operate and maintain the quality of their teaching staff while following the procedures outlined in the present contract. Moreover, they note the present language requiring evaluations and conferences prior to non-renewal is not unique to the athletic conference.

### I. Grievance Procedure

#### 1. The District

The District believes the proposal to require grievances to be submitted within 15 days merely corrects inadequacies in the current contract. It is their belief the current procedure fails to ensure prompt presentation because it does not establish time limits for presentation of grievances. In terms of the arbitration step the District submits that this refinement in the procedure is consistent with the parties' mutual desire that the controversies be promptly presented and resolved.

With respect to the deletion of Section D the Board believes this is reasonable since the clause is inconsistent

with the underlying purpose and language of the grievance procedure. The arbitrator's authority is empowered only to interpret the agreement and Section D is inconsistent with this. Thus, in their opinion it follows that the elimination of the clause entails no diminution of employee rights, since the arbitrator is without power to resolve controversies not covered by the parties' collective bargaining agreement. Last, they note the clause has never been utilized.

## 2. The Association

It is the position of the Association that the Board has made no effort to place on the record any problems that have been created by the present language. They have not, in any fashion, accused the Association of being negligent in bringing forward grievances on a timely basis. There is a total absence of any evidence to support a need to justify the changing of the contract language.

## IV. OPINION AND DISCUSSION

### A. Salary Schedule

Two preliminary findings are necessary at the outset in order to discuss the salary schedule. The appropriate costing and the appropriate comparables must be established. With respect to costing the Arbitrator accepts the Association's costing of the proposals as the more accurate of the two. In terms of comparables, the athletic conference will be considered the appropriate comparable group for non-economic items. However, the consideration of the economic items cannot be limited to the athletic conference because there is only one school (Onalaska) which is settled on a traditional basis thus lending itself to useful comparisons. The other settled school in the athletic conference, Arcadia, has a "me too" type settlement where their final adjustment depends on the ultimate settlement in the other athletic conference schools.

Accordingly, the Arbitrator believes it necessary and justified in going outside the traditional comparable group. In doing so, he believes there is also reason, under these circumstances, to give Onalaska special emphasis since it is not only an athletic conference school but it is nearly identical to Holmen in most essential respects. Moreover, no other school in any of the Association's comparables is near the size of Holmen. Holmen and Onalaska are adjacent to each other and both satellite communities to La Crosse. Additionally, they are very, very close in terms of membership, FTE, state aid, equalized evaluation and levy rates.

The Association proposed that 19 other schools be considered as comparables. While justification exists to go outside the athletic conference many of the 19 schools are not comparable. La Crosse is three times the size of Holmen. On this basis alone it is excluded. Many of the schools cited are much much smaller (less than 50% as big) than Holmen<sup>1</sup>. This isn't in itself fatal but these settlements are significantly higher than the settlements in schools closer to Holmen's size.<sup>2</sup> For instance, the percent average increase in these 6 schools averaged about 8.17 whereas the 10 much smaller schools, for which there is information, the percent increase averaged about nearly 11% and without Taylor which was only 6.39% they would average nearly 11.5 percent.

1. Alma Center, Cashton, Fall Creek, Gilmanton, La Farge, Melrose-Mindoro, New Lisbon, North Crawford, Seneca, Taylor.

2. Altoona, Durand, Mondovi, Onalaska, Osseo, and Viroqua are within approximately 50%.

This suggests these smaller schools are in somewhat of a catch-up or keep-up position relative to bigger schools. For this reason and their much smaller size, they should be distinguished and not be considered comparable. Therefore, the schools that will be considered comparable for the purposes of this arbitration will be:

- Altoona
- Durand
- Mondovi
- Osseo-Fairchild
- Viroqua
- Onalaska

With respect to the merits of the salary structure issue there are really two questions--how much of a wage increase (monies received as opposed to increases in wage rates or benchmarks) teachers should receive over 1984-85 and how should the wage rates be structured?

In terms of looking at how much more a teacher should receive in 1985-86 both parties utilize a benchmark analysis. However, this really isn't very helpful in determining how much more money a teacher should earn in 1985-86 over 1984-85 because of the very unique salary structure in Holmen. It is not the traditional benchmark schedule. It is heavily favored toward longevity and even the longevity system is unique. The salary schedule is simply a hybrid that doesn't lend itself well to a benchmark analysis for validly indicating how much more a teacher should earn over the previous year.

Instead under these unique circumstances, the average increase per returning teacher is more helpful. The following data is relevant:

1984-85 Increases per Returning Teacher

	\$	%
Altoona	1917	8.66
Durand	1809	8.57
Mondovi	2024	8.85
Onalaska	1502	7.7
Osseo-Fairchild	1775	7.25 (approx.)
Viroqua	1832	8.00
	<u>1809</u>	<u>8.17</u>
1985-86 Association	2174	11.58
Difference from Aver.	+365	+3.41
1985-86 Board	1410	7.52
Difference from Aver.	-399	-.65

Based on this data it is apparent both offers are well off the average settlement. The Association is slightly closer on dollars and the District is closer on a percentage basis. Moreover, the District's offer is closer to Onalaska the only traditional comparable (the athletic conference) and the most comparable of all the schools.

In terms of structure, there is little doubt that the structure in Holmen is an aberration relative to other schools and a change is in order. However, it cannot be ignored that the teachers are partially responsible for making the bed in which they find themselves. The District isn't solely responsible for the schedule structure. The teachers themselves over the years have agreed to this structure and there is no evidence they have taken any significant steps to change it.

It is one thing to, in one single year, ask for broad sweeping fundamental changes in the salary structure but it is quite another thing to (1) ask for it at the same time as asking for an increase in wages that significantly exceeds the average (even if all the schools suggested by the Association as comparable were considered the Association's offer would be approximately -263 dollars above the average teacher increase), (2) ask for it at the same time as asking for a second year wage settlement which isn't supported by any pattern in the comparables and which by other statutory criteria seems to be high, (3) asking for it without making any apparent provisions or concessions to soften or offset its impact or proposals to "buy out" the old structure, and (4) asking for it while seeking other changes including language changes and an increase in the District's retirement contribution.

Simply put, when a party is looking to make significant changes in a major and fundamental aspect of their contract an Arbitrator would expect to see more modesty in the other aspects of their final offer. While there is a need to change the salary structure, the other aspects of their offer are too far off the mark to make their salary proposal palatable as a whole. Their structure change would be easier to swallow if it were accompanied with a modest proposal for wage increase (and other benefits), other concessions to "buy out" the old structure or some combination thereof. Accordingly, the Employer's offer on salary is more reasonable.

#### B. Other Issues

With respect to the issues of health insurance, retirement, summer school, extra curricular and extra duty, it is the judgment of the Arbitrator that even if the Association's individual proposals were considered preferred, and there was a negative preference for the District's offer on liquidated damages, teacher evaluation and the grievance procedure, the aggregate preference for these matters would not outweigh the overall of negatives of the Association's salary proposal. It is not reasonable to allow a major structural change and a higher than average wage increase to ride into a contract on the coattails of a variety of more minor issues.

#### AWARD

The final offer of the Board is accepted.

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Gil Vernon, Arbitrator

Dated this 31 day of January, 1987, at Eau Claire, Wisconsin.

APPENDIX 1

ARTICLE Two. Section F.

(1) In this section 'teacher' means any person who holds a teachers certificate or license issued by the State Superintendent, classification status under the state board of vocational, technical and adult education and whose legal employment requires such certificate, license, or classification status, but does not include part-time teachers, a teacher employed by any local board of vocational technical and adult education in a city of the first class or teachers employed by any board of school directors in a city of the first class.

(2) On or before March 15 of the school year during which a teacher holds a contract, the school board by which the teacher is employed or a school district employee at the direction of the school board shall give the teacher written notice of renewal or refusal to renew his contract for the ensuing year. If no such notice is given on or before March 15, the teaching contract then in force shall continue for the ensuing school year. A teacher who receives a notice of renewal of contract for the ensuing school year, or a teacher who does not receive a notice of renewal or refusal to renew his contract for the ensuing school year on or before March 15, shall accept or reject in writing such contract not later than the following April 15. No teacher may be employed or dismissed except by a majority vote of the full membership of the school board. Nothing in this section prevents the modification or termination of a contract by mutual agreement of the teacher and the school board.

(3) At least 15 days prior to giving written notice of refusal to renew a teacher's contract for the ensuing school year, the employing school board shall inform the teacher by preliminary notice in writing that the school board is considering non-renewal of the teacher's contract and that if the teacher files a request therefore with the school board within 5 days after receiving the preliminary notice, the teacher has the right to a private conference with the school board prior to being given a written notice of refusal to renew his contract.