

DEC 08 1986

STATE OF WISCONSIN
BEFORE THE ARBITRATORWISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the matter of the Petition of the
 ARGYLE EDUCATION ASSOCIATION Case 9
 For Final and Binding Arbitration No. 36679 MED/ARB-3859
 Involving Certified Teaching Personnel Decision No. 23664-A
 In the Employ of the
 ARGYLE SCHOOL DISTRICT

I APPEARANCES

For the Argyle Education Association
 Patricia J. Discher
 Ron Eaage
 Loren Homb
 Tim McIntyre
 Karene Olson
 Ardith Rassing
 Judith Schulte
 Kay Wiegel
 Mike Henderson, Negotiations Consultant
 Mallory K. Keener, Uniserv. Dir; Spokesperson

For the Argyle School District
 Robert J. Arndt, School Board Member
 Scott Fischer, Vice President
 Carolyn Ruegsegger, School Board Member
 Tom Ritschard, School Board Clerk
 David M. Magar, District Administrator
 Shannon E. Bradbury, W.A.S.B., Spokesperson

II BACKGROUND

On March 13, 1986 the Argyle Education Association (hereinafter called the Association) filed a petition requesting the Wisconsin Employment Relations Commission initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Association and the Argyle School District (hereinafter called the Employer) on matters affecting the wages of employment of certified teaching personnel consisting of classroom teachers, counselors, and librarians, both full-time and part-time employed over 39.6%, but excluding substitute and per diem teachers, principals, supervisors, and administrators, and certain non-instructional certified personnel in the employ of said school district. An investigation into the matter was conducted by a member of the Commission's staff on April 22, 1986. The investigator, finding the parties still at impasse, accepted the parties' final offers on May 7, 1986, as well as the stipulations on all matters agreed upon. Thereafter the Commission staff investigator notified the parties and the Commission that the investigation was closed and the parties still remained at impasse. Subsequently, the Commission rendered a FINDINGS OF FACT, CONCLUSION OF LAW, CERTIFICATION OF RESULTS OF INVESTIGATION, and ORDER requiring Mediation/Arbitration.

The parties selected Donald G. Chatman as Mediator/Arbitrator on May 27, 1986. A mediation meeting was held on August 25, 1986, at the offices of the Argyle School District, Argyle, Wisconsin, at 8:00 P.M. in an attempt to resolve the outstanding issue in dispute. The parties were unable to reach agreement over the outstanding issue in dispute and the mediator served notice of the prior written stipulation to resolve the dispute by final and binding Arbitration. The Mediation meeting was closed at 9:30 P.M. on August 25, 1986, and a hearing on the issue at impasse was held.

III PROCEDURE

A hearing on the above matter was held on August 25, 1986, at 10:00 P.M. at the offices of the Argyle School District, Argyle, Wisconsin before the Arbitrator under the rules and procedures of Sec. 111.70(4)(cm) of the Municipal Employment

Relations Act. At this hearing both parties were given full opportunity to present their evidence, testimony and arguments, to summon witnesses and to engage in their examination and cross-examination. The parties mutually agreed to the submission of final arguments in the form of written briefs. The hearing was adjourned on August 26, 1986, until receipt of the written brief. The exchange and submission of briefs was completed on October 20, 1986, and the hearing was closed at 5:00 P.M. on October 20, 1986. Based on the evidence, testimony, arguments and the criteria set forth in Sec. 111.70(4)(cm)6c-7h of the Municipal Employment Relations Act, the Arbitrator renders the following award.

IV FINAL OFFERS AND ISSUES

The parties have stipulated to several portions of the successor contract agreement. They have proposed and stipulated that the stipulation of agreements, the unchanged portion of the 1984-85 Collective Bargaining Agreement and the resolved final offer will constitute the 1985-87 agreement between the parties. The final offer of the Employer is attached as Appendix A. The final offer of the Association is attached as Appendix B. The Stipulation of Agreements is attached as Appendix C. The parties attest that no other issues stand between them and resolution of the impasse. The remaining issue at impasse is the salary schedule.

V CONTENTIONS OF THE PARTIES

The Association contends that the sole issue in contention between the parties is the determination of the BA Base Salary for the year 1985-1986. They contend that no dispute exists over the structure of the salary schedule, which remains in the same form as in the 1984-1985 agreement. The Association contends that there is no disagreement between the parties about which group of school districts constitute the comparative group for comparison purposes. They assert that the school districts of the Stateline Athletic Conference (Albany, Argyle, Barnveld, Belleville, Blackhawk, Juda, Monticello, New Glarus and Pecatonica) are the agreed upon comparable school districts.

The Association contends its final offer on salary is the more reasonable of the two. They maintain that the Association's final offer is the only one clearly in line with comparable school settlements. The Association argues that Argyle teachers' salaries are very low when compared to other teachers' salaries in the State of Wisconsin. They contend that Argyle teacher salaries are among the fifty lowest paid in the State, and that the teachers were below the Stateline Conference average in 1984-1985 (Association Exhibits, 11-17). While the percentage increase request in the Association's 1985-1986 final offer is greater than other conference settlements, the dollar increase is necessary to keep this group of teachers from receding further from comparable salary norms. The Association maintains percentage increases are not the most objective, reliable, or accurate standard for comparison of the parties final offer proposals. The proposed standard is dollars, and the Association presented proported evidence in support of this position. The Association argued that the 1985-1986 Stateline Athletic Conference settlements (excluding Argyle's final offers) were above the Employer's final offer in actual dollars. Secondly, when considered with the fact that Argyle teachers' salaries are among the fifty lowest in the State, then a continued regression of teachers salaries could have serious reprecussions to the education in the district. Thus, the teachers need a better than average increase just to stay even with their comparable group.

With regard to the Employer's final offer the Association argues that it is so low as to cause a recession in the Teacher's salaries from both the average dollar raises granted by the State average and the Stateline Conference increases. In opposition to the Employer's argument on the dire economic plight of the district, the Association maintains this school district was not shown to be any different from other school districts in the Stateline Conference when compared from the perspective of

agriculture or economics. The Association contends the Employer's argument that other community public and private sector employees received lower salaries for 1985-1986 is not revelent since the settlement pattern is clear for the comparable school districts in the Stateline Athletic Conference.

The Employer contends the interest and welfare of the public are best served by the Employer's final offer, due to the current economic condition of the school district, the region and the nation. To substantiate this claim the Employer offered purported evidence and testimony on tax delinquency in the Stateline Athletic Conference counties, unemployment figures, and poverty levels. The Employer contends that the two counties (Green and Lafayette) in which the Argyle School District is located are rural and agriculturally based and have a high level of poverty. The Employer presents purported evidence which shows tax delinquencies increased over 100% in 1985 in Lafayette county. Other counties in the Stateline Athletic Conference (Green and Iowa) had tax delinquencies for 1985 of 19% and 29.5%. The Employer contends that the extent of property tax delinquency rate is a good indicator of the state of the local property tax base. The Employer maintains the unemployment rate figures reveal the present status of the communities economy. The presented data indicate that unemployment has risen from the 1985 level by 0.3% to 0.4%. The Employer argues this increase in unemployment represents an unhealthy situation for areas of limited employment opportunity. The Employer contends that both Green (14,700) and Lafayette (7,700) counties have small labor forces and can ill afford rising unemployment. Additionally, these counties have some of the lowest incomes in the State. They maintain that the school district has a poverty level of 11.25% of its population (Board Exhibit, 21) and a median household income that is the lowest of all conference schools. The Employer argues that because of this economic position the continuing imposition of ever increasing taxes is unwarranted. In further defense of its final offer the Employer contends that the Consumer Price Index (CPI) rose 2.6% on an annual basis from July, 1985 to June, 1986 and a purported salary increase request by the Association of 10.1% is not defensible. The Employer contends its final offer of 9.1% is more in line with current trends. "It would seem indeed difficult to justify increases of 10.1% when the cost of living for each of the past three years has not exceeded 3.7% percent." The Employer contends its final offer is closer in comparison with the 1986 salary and wage increases of neighboring municipalities. As substantiating documentation the Employer utilizes the Village of Argyle, and three surrounding townships none of whom have more than two full-time employees. These communities granted 3-4% wage increases maximum with one not granting any wage increase in the past two years. The Employer argues its 9.1% wage increase is closer to these village and township employees 1986 wage increase, than the Association's 10.1% wage increase offer. The Employer maintains that all of the school districts which compose the Stateline Athletic Conference are all heavily rural, hence agricultural and the impact of the farm economy is a direct relationship to the salaries paid to teachers.

VI DISCUSSION

There has been a plethora of hyperbole extended by both parties in defense of their final offers. However necessary these acts were deemed to be, certain salient data are unavoidable and must ultimately be considered by this Arbitrator in arriving at the selection of one or the other final offers. First, all the other school districts in the Stateline Athletic Conference have settled for the academic year 1985-1986. Whether these settlements were through negotiation, arbitration, or as part of a continuing agreement, the conference school districts have settled. Second, the final offers of both parties are within the percentage increases for the Athletic Conference.

The Association's argument that the dollar amount of their final offer is in line with comparable conference schools is dependent on where one draws the line. The average increase at

the BA minimum (excluding Argyle) was \$1,003.12 for 1985-86. The Association's offer was \$1,025.00, and the Employer's offer was \$950.00. Three school districts were above the Association's final offer, while one school district was below the dollar amount the the Employer's final offer out of a total of eight districts. The Association's final offer is above the average for the conference but not enough for a definitive determination of acceptance or rejection. The Association's argument that its teachers salaries are among the lowest paid in the State of Wisconsin may be true but it is a non-sequitar. Both parties, by presentation of evidence and argument expressly limited the parameters of comparison to the Stateline Athletic Conference. While data may be perfectly true and accurate it must also be pertinent and relevant. The Association's final offer in percentage increase and in dollar amount is high for this group of comparables, albeit not as high (7.9%) as the Employer purports this final offer to be. On the basis of the evidence and testimony presented by the Association, this Arbitrator deems the Association's argument in support of its final offer to be weak. Correlative arguments by the Association that its final offer is a greater inducement to maintain employment within the district is without merit. If the Employer chooses to perpetuate turnover, it's the employer's business. The Association is not deemed by this Arbitrator to be the vehicle for employee stability.

The Employer, after limiting the scope of comparison to the Stateline Athletic Conference, becomes global or at least national in arguments supporting its final offer. The Employer maintains that tax delinquencies have increased in Green and Lafayette counties and presents data which clearly substantiates the accuracy of this claim. What this data does not substantiate is that the Argyle School District lost money because of property tax delinquencies. The Employer presented no evidence demonstrating a causal relationship between tax delinquencies and lost property tax revenue. An expected correlation might be data on increased Sheriff's sales which brought in less than the back taxes owed, plus interest. Since no such data was presented, this argument is given no weight. The Employer argued that the locale of the Athletic Conference is rural, hence agriculturally based. The Union countered that argument with data that indicates all non-urban land is not dedicated to agricultural useage. Further, examination of Census Data of Counties (1983) shows that in Lafayette County only 29.6% of the labor force is engaged in agriculture. In Green County the figure is 19.1% of the labor force. The Counties provide 46.3% and 19.1 % of the gross revenue respectively (1980). Further, the data indicate that approximately 20% of those engaged in agriculture in both counties are engaged in other occupations at least one hundred days per year. When this data and the arguments of the parties are considered it is this Arbitrator's opinion that the Employer has not linked the present adversity of those engaged in the Agriculture industry to the validity of the Employer's final offer.

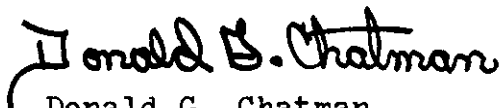
The Employer's contention that a 0.3% - 0.4% rise in unemployment (which represents approximately thirty jobs in Lafayette County) is a cause of concern to the school district, is presumably true. But again the Employer failed to make a clear connection between unemployment and school finances since neither county funds education through an income related tax. The Employer's argument on the CPI is disingenuous. The Employer argues urban costs (Employer Exhibits, 11-15) while vigorously attempting to prove that the region is a rural area. Thus, the complex variables which compose the CPI would have no viable relationship to this environment. Secondly, neither final offer has any rational relationship to the CPI increase in any form. Neither parties arguments on CPI are given any credance.

In summary the prevailing data of reference are the comparable School Districts of the Stateline Athletic Conference. These data shows that the BA minimum average increase in the Conference for salary alone was 7.35% or \$1,003.12 for 1985-86. The Association's final offer is for 7.9% or \$1,025.00 annual increase. The Employer's final offer was 7.0% or \$950.00 annual increase. Because neither offer changes the relative rank position of this school district within the conference and because neither party entered a strongly convincing defense of its final offer this Arbitrator is slightly swayed to the side of conservatism and finds the Employer's offer to be more acceptable.

VII AWARD

The 1985-1985 collective bargaining agreement between the Argyle Education Association and the Argyle School District shall contain the stipulations agreed to by the parties, and the final offer of the Argyle School Board.

Dated this 5th day of December, 1986, at Menomonie, Wisconsin.


Donald G. Chatman
Mediator/ Arbitrator

ASSOCIATION FINAL OFFER

1985-86 SALARY SCHEDULE

STEP	BA	BA6	BA12	BA18	BA24	MA	MA9
1.0	14625	14918	15210	15503	15795	16088	16380
2.0	15210	15503	15795	16088	16380	16673	16965
3.0	15795	16088	16380	16673	16965	17258	17550
4.0	16380	16673	16965	17258	17550	17843	18135
5.0	16965	17258	17550	17843	18135	18428	18720
6.0	17550	17843	18135	18428	18720	19013	19305
7.0	18135	18428	18720	19013	19305	19598	19890
8.0	18720	19013	19305	19598	19890	20183	20475
9.0	19305	19598	19890	20183	20475	20768	21060
10.0	---	20183	20475	20768	21060	21353	21645
11.0	---	20768	21060	21353	21645	21938	22230
12.0	---	---	21645	21938	22230	22523	22815
13.0	---	---	---	22523	22815	23108	23400
14.0	---	---	---	---	23400	23693	23985

M/H
5/5/86

Article I, page 2 - Eliminate last three words on line 10 and all of lines 11 and 12.

Article I, page 3, #G - "AEA" replaces "individuals."

Article II, page 4 - change line 2 to read "No later than February 25 of each year" Also, delete #B, page 4.

Article IV, page 8 - change line 4 to read "be defined as an issue, concern, or complaint, which involves the interpretation or"

Article IV, page 8 - change line 16 to read "A grievance must be presented in writing to the chairman of the Association Grievance Committee within 20 days"

Add: A "day" shall be defined as:

- A. During the school year a "day" shall be any scheduled working contract day. Scheduled school vacations, holidays, and weekends are excluded.
- B. During the summer break a "day" shall be any regular working week day, and will exclude weekends and legal holidays.

Article IV, page 12 - assign "#7" to lines 97 and 98, and renumber accordingly.

Article VI, page 17 - Add the following clauses: #2 (line 91) - Any staff member who desires to resign after July 1 and prior to the start of the next school year shall, as a condition for release from the contract, forfeit not less than \$100 or more than \$250 to help cover the district costs for seeking a replacement." #3 - the Board reserves the right to waive the forementioned conditions in the event of extenuating circumstances.

Article VII, page 18 - delete #A (lines 2-4); should be included under Salary Schedule, Article XIII, page 32.

Article VII, page 18 - Add to line 23 "and a grade of C or better being received." Add to line 6 "of district administrator."

Article IX, page 20 - add to line 3 "including parent-teacher conference days."

Article IX, page 21 - line 32, change "8-12" to "7-12". Reword line 41 to read "salary per year of assignment or 2.5% of base salary per semester of assignment. The seventh class must have 8 or fewer pupils."

A handwritten signature in black ink, appearing to be 'M.H. Gann', is located in the bottom right corner of the page.

Article X - Rewrite entire article -

- A. OK as is.
- B. Probationary teachers will be formally evaluated a minimum of twice annually and experienced teachers once annually.
- C. There shall be a post-evaluation conference within 3 school days of the evaluation, at which time a review of the evaluation will occur.
- D. Teachers shall be provided with copies of evaluation reports.
- E. In the event a teacher feels an evaluation is incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the written report.
- F. In the event there is a change in the mutually agreed upon evaluation instrument, a copy of the new instrument will be furnished to the teachers at the start of the school year.

Article XI, page 23 - eliminate the second sentence of clause #A.

Article XI, page 25 and 26 - revise #G Childbearing/Childrearing Leave

"Teachers giving birth to children or adopting pre-first grade children shall have the opportunity to select one of the following options to allow for the teacher's absence from assigned teaching duties for childbirth or adoption of a pre-first grade child."

Also, add to line 70 the word "accrued" prior to "sick leave."

Option #1 plus new Option #2 -

Teachers may request and shall be granted childbearing/childrearing leave for up to two full semesters. The terms and conditions of the leave shall be mutually set by the teacher and the District Administrator. This leave shall also be available to teachers adopting a pre-first grade child. All such leaves shall be without pay. The teacher shall be entitled to return to the same or a comparable position at the end of the leave. While on leave, the teachers shall have access to group health and dental insurance benefits up to one year, at the teacher's expense and subject to the rules and regulations of the insurance provider. Seniority shall not be deemed to be interrupted and all benefits accrued at the time the leave commenced will be restored to the teacher upon resumption of duties. Notice of the impending leave shall be given to the District Administrator no less than 60 calendar days prior to the effective date of leave.



Page 3

Article XII, page 28 - retitile "Lay-Off/Reduction in Time," and all further reference thereto.

Article XII, page 28 - revise #B, step 2 to read "The remaining teachers to be laid off/reduced in time in accordance with the following criteria/order:

- (a) seniority - length of total teaching service in district
- (b) areas of certification
- (c) experience in both subject area and grade level, which shall be defined as K-3, 4-6, 7-12.
- (d) co-curricular assignments.

Add step 3: The teachers not laid off/reduced in time are certified or capable of certification in the affected subject/grade areas.

Article XIII, page 32 - add #A (lines 2-4) from Article VII, page 18.

Article XIII, page 32 - Delete "And Calendar" from title and incorporate calendar as separate article or appendix.

Article XIV, page 35 - retitile, "Compensation and Fringe Benefits." Also, revise order of clauses and sub-clauses, i.e. #F becomes #A, insurance sub-clause for dental beomes #2, #A becomes #F.

Article XIV, page 35 - reword line 10 to read "Medical benefits shall be equal to or better than those specified in WEA Plan 690."

Article XIV, page 35 - revise lines 15 and 16 to read "Board contribution toward the plan will be \$4.10 per \$1,000 of salary. The plan shall be equal to or better than the WEA LTD PLAN 683.

Article XIV, page 35 - revise line 16c to read "Board contribution will be \$4.40 per month." The plan shall be equal to or better than WEA LBP 676.

Article XIV, page 36 - line 28, add "prior" before the word "approval."

Article XIV, page 36 - delete #G from this Article and insert as #I, Article IX, page 21, line 43.

Article XIV, page 36 - from line 37 onward, retitile "Non-Teaching and Extra Curricular Assignments" and re-order as appropriate.

Article XIV, page 36 - eliminate lines 48 and 49 (already stated in lines 45-47).

Article XIV, page 37 - add to line 57 "three hours per night maximum."

