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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Interest Arbitration :
Between :
BARNEVELD EDUCATION ASSOCIATION :
AND : AWARD
BARNEVELD SCHOOL DISTRICT : Decision No. 25753-A
(Case 6 No. 40813 INT/ARB-4968) :

I. HEARING. A hearing in the above entitled matter was held at the Barneveld School District Administration Offices, Barneveld, Wisconsin on February 7, 1989, beginning at 4 p.m. Parties were given full opportunity to give testimony, present evidence and make argument. Briefs were filed on March 18, 1989. Reply briefs were exchanged April 11, 1989.

II. APPEARANCES.

KENNETH PFILE, Executive Director, Southwest Teachers United, appeared for the Association.

DAVID R. FRIEDMAN, Attorney at Law, appeared for the District.

III. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer interest arbitration arising between the Barneveld Education Association (BEA) and the Barneveld School District (District). BEA represents all regular full-time and regular part-time certified teaching personnel including guidance counselors and librarians. BEA filed a petition with the Wisconsin Employment Relations Commission about an impasse alleged to exist between it and the District. After investigation and report by Beverly M. Massing, Commission staff member, the Commission concluded that an impasse existed in fact, that the parties had substantially complied with procedures set forth in Section 111.70, (4) (cm) 6 of the Municipal Employment Relations Act, certified that the statutory conditions precedent to the initiation of arbitration had been met, and ordered arbitration. This action was taken November 10, 1988. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin as arbitrator, the Commission then issued an Order Appointing Arbitration on December 12, 1988.

IV. THE ISSUES.

A. BEA Offer:

Final Offer
Barneveld Education Association

Article III NEGOTIATION PROCEDURE

- G. Delete
- I. Delete

Article VI GRIEVANCE PROCEDURE

D. 4. (new) Binding Arbitration

If the grievance is not resolved satisfactorily, BEA ^{may} ~~shall~~ within thirty (30) days, request, in writing, a solution through arbitration. The request shall be made to the Wisconsin Employment Relations Commission for a panel of five (5) arbitrators. Within ten (10) days of receipt of such list, the parties shall alternately strike a name from the list until one remains. The name remaining shall be the arbitrator. A coin toss shall determine which party strikes the first name. Upon notification of his/her selection, the arbitrator shall schedule a hearing.

The parties shall share equally the cost and expenses of the arbitration proceeding, including any transcript fees and fees of the arbitrator. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses including possible legal fees. Testimony or other participation of employees shall not be paid by the Board unless an employee's participation is requested by the Board.

The arbitrator shall not have authority to change, alter or modify any of the terms or provisions of this agreement. Findings of the arbitrator shall be final and binding upon both parties.

Processing of grievances, arbitrations, and bargaining which can only be done during the working day will not result in loss of pay for the employee(s) participating in the proceedings.

Article VII WORKING CONDITIONS

A. Workload

1. Teachers in grades 6-12 assigned six (6) teaching periods or five (5) teaching periods and up to two (2) non-teaching periods shall be compensated according to the salary schedule (Appendix A). Each additional assigned teaching period over six (6) shall be paid at an additional ~~twelve and one-half percent (12.5%) of the individual's regular, scheduled salary.~~ ^{\$ 800 per} ~~Each additional non-teaching assigned period shall be paid at an additional six and one-quarter percent (6.25%) of the individual's regular, scheduled salary.~~ Compensation for less than full-time positions will be determined as a proportion of the normal teaching load of six (6) periods per day.

Semester

Final Offer
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2. Teachers in grades K-5 shall be compensated one hundred ten (\$110) per student per semester for each student over twenty-~~two (22)~~ ^{five (25)} in their primary class assignments.
3. Teachers, other than music, phy ed, and art teachers, whose assignments encompass both K-5 and 6-12 levels shall have their overloads determined according to Article VII. A.1. (above). ~~At the K-5 level, "periods" shall be the amount of time designated for music, phy ed, or art instruction, only if they teach four(4) or more courses in grades 6-12.~~
4. delete
5. Music, phy ed, and art teachers who are assigned twenty-five (25) to thirty (30) teaching periods per week shall be compensated according to the salary schedule (Appendix A). Each additional assigned period over thirty (30) shall be paid at ~~three and three-tenths percent (3.3%) of the individual's regular scheduled salary.~~ ^{three and three-tenths percent (3.3%) of the individual's regular scheduled salary.} \$160 Compensation for less than full-time positions shall be determined as a proportion of the normal teaching load of thirty (30) periods per week.

personnel

D. Preparation

~~(Delete and Replace with the following:)~~
K-5 (delete 1-6)

~~Elementary (K-5) teachers will normally be scheduled for a minimum of three hundred (300) minutes per week of preparation time during the students' school day, scheduled in blocks of thirty (30) minutes or more. Elementary teachers who are not provided such preparation time shall receive compensation in addition to their regular scheduled salaries, at one-half the individual's regular hourly rate of pay for each thirty-minute block, or major portion thereof, less than three hundred (300) minutes per week.~~

F. Staff Reduction

~~When, in the judgement of the Board a layoff or reduction in hours of personnel must occur, the Board agrees to effect such layoff or reduction in accordance with a time frame as provided in Sec. 118.22, Stats. The parties agree that the Association will be informed of the layoff or reduction by the Board before it takes place.~~

~~Factors which shall be considered by the Board in determining which teachers are to be laid off or reduced in time shall be the following:~~

1. Attrition: Normal attrition resulting from retirement or resignation will be relied upon to the fullest extent that it is administratively feasible.

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2. Preliminary Selection: The Board shall select employee(s) for a reduction in the grade level, department, or subject area affected in the order of the employee's length of service in the district, with the employee having the shortest length of service being the first selected. If two or more employees have identical length of service, the one with the lowest level of training (degrees and/or additional credits) shall be selected.
3. Transfers: An employee selected for layoff may choose to transfer to another area, if s/he is so certified and if s/he has greater length of service in the district than the employee currently holding that position. Upon such transfer, the employee being replaced shall be selected for layoff, and may also choose to exercise the procedure provided in this section, if eligible.
4. Any employee who is selected for a reduction in hours (partial layoff) under #2 of this section, may choose to be fully laid off without loss of any rights and benefits as given in Section 5.

Recall

1. Laid off teachers shall retain the right to call back through a twenty-eight month period following the date from which layoff ~~becomes effective~~ becomes effective.
2. Laid off teachers will maintain priority for any opening that should occur, provided they are certified. Call back will be the reverse order of layoff (last laid off will be first rehired) so far as certification allows.
3. Teachers shall be notified of recall by registered letter and shall have ten (10) working days to respond.
4. A full-time employee on layoff status may refuse recall offers of part-time, substitute or other temporary employment without loss of rights to the next available full-time position for which the employee is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.
5. No new appointments may be made by the District while there are employees who have been laid off or reduced in hours who are available and certified to fill the vacancy.

Benefits During Layoff

1. Laid off teachers may continue group insurance coverage available through the Board during the recall period by reimbursing the Board for premium costs.

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- 2. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrual when rehired. Sick leave days and seniority time shall not accrue while a teacher is on full layoff status.*
- 3. No employe on full or partial layoff shall be precluded from securing other employment while on layoff status.

*Full-time employees who are partially laid off shall accrue full seniority and full sick leave and shall have all the rights and privileges of full-time bargaining unit members under this Agreement with the exception of salary and retirement contributions (which shall be prorated).

Article XII PROBATION, DISCIPLINE, DISCHARGE, NONRENEWAL

D. Delete

attached

D. (new) No teacher will be discharged, suspended without pay, or otherwise disciplined without just cause. Just cause for nonrenewal will apply to contracts issued following the expiration of the probationary period in A. (above). Reasons for nonrenewal of a probationary teacher's contract shall not be arbitrary or capricious.

Reasons attached

Article XIII COMPENSATION

~~D. Pay Policy~~

~~Paragraph 3 - Teachers may receive their summer checks (payment in full) on the first regularly-scheduled pay date following the completion of the school term. Teachers who wish to receive their summer checks at such time shall notify the District Administrator in writing on or before May 15.~~

D. Teachers Substituting For Other Teachers

Change rate to \$10.00

F. Reimbursement For Approved Courses

Each teacher shall be reimbursed sixty dollars (\$60) per credit for up to six (6) approved credits earned under Section E. (above). Reimbursement will be paid on the first September payroll.

H. Curriculum Work

Change rate to \$10.00/hour.

XIV Calendar - 87-90

attached

Final Offer

~~Preliminary Final Offer~~
Barneveld Educational Association
~~October 17, 1988~~

- 6 -

ARTICLE XII EMPLOYEE DISCIPLINE AND NON-RENEWAL

- A. For those teachers who have not completed the probationary period as set forth in Article XII, Section A of the 1987-88 collective bargaining agreement, their probationary period shall be governed by the terms of the 1987-88 contract. All teachers who are initially hired for the 1989-90 and subsequent school years shall serve a two (2) year probationary period. After successful completion of the probationary period, the Board may non-renew a teacher only for just cause.
- B. A non-probationary teacher whose performance is determined to be unsatisfactory and who has not made sufficient progress toward improving the teacher's performance may be placed on probation for the ensuing school year. During this probationary period, the teacher's experience increment may be withheld. (If the teacher is not otherwise eligible for the increment increase, an amount equal to the increment may be withheld from the teacher's pay). If during this probationary period the teacher's performance continues to be deficient, these deficiencies may be considered as cause for non-renewal at the end of the probationary contract. Placing a teacher on probation is not a prerequisite to being non-renewed.

When a teacher is placed on probation, the District Administrator will:

1. Notify the teacher in writing by March 15 of the Board's reasons for issuance of a probationary contract.
2. Send a copy of the probationary notice to the Association.

A teacher whose teaching contract is to be renewed following a probationary contract shall be placed on the appropriate step of the salary schedule as if the experience increment had not been withheld. However the teacher will not be reimbursed for any money withheld during the probationary period.

The Board may terminate the probationary status during the school year and grant the increment or reimburse the withheld money.

- C. (new language) No teacher will be discharged, suspended without pay or otherwise disciplined without just cause.

Delete old C and D

ARTICLE XVIII FAIR SHARE AND DUES DEDUCTION

A. Fair Share

All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.

The District shall deduct in equal installments from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Union, as provided in Section 111.70(1)(f), Wis. Stats., and as certified to the District by the Union. The District shall forthwith transmit said amount to the treasurer of the Union by the end of the month in which it is withheld. The date for the commencement of these deductions shall be determined by the Union; however, all employees, except exempt employees, shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The district will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.

1. For purposes of this Article, exempt employees are those employees who are members of the Union. The Union shall notify the District of those employees who are exempt from the provisions of this article and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article.
2. The Union shall notify the District of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions prior to any required fair share deductions.

The Union agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard.

Changes in the amount of fair share to be deducted shall be certified by the Union thirty (30) days before the effective date of the change. No more than one change request per year shall be honored by the District. Fair share deductions shall be submitted to the administration no later than the Friday at the end of the second full week of school.

~~Additional provisions shall be added to this article as they are developed.~~

In the event the employee leaves employment with the District before all the installments have been deducted or in the event of an unforeseen circumstance which causes the employee to receive no paycheck or a paycheck which is not sufficient to cover the deduction, the Union shall assume the responsibility for any further dollar amount due them.

If a District made error is discovered with respect to fair share deductions, the District shall correct said error by appropriate adjustments in the next paycheck of the teacher if there are sufficient funds to cover the adjustment. The District shall not be responsible for any other adjustments.

The Union shall provide employees who are not members of the Union with legally required documentation for the expenditures serving as the basis for determination of the fair share amount and with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any moneys to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.

The Union and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, damages, and any attorney fees awarded against the District, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action was taken pursuant to the provisions of this Article, and in reliance on any lists, certificates or representations which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits, damages, costs, attorney fees or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

B. Dues Deduction

1. Upon receipt of a voluntary annual written authorization from the employee, the District shall deduct from the salary of each employee the total amount of dues needed to cover the combined membership in Barneveld Education Association, South West Teachers United, Wisconsin Education Association Council and National Education Association.

2. All dues deduction authorizations shall be submitted to the administration no later than the Friday at the end of the second full week of school. The annual dues amount shall be one fixed amount for each individual.
3. Once the District has been informed of the amount of the dues, the amount will be divided by the number of paychecks and then the amount will be deducted from each paycheck. The District will send the amount due for a given month to the Union's treasurer at the end of the month. ,
4. In the event the employees leave employment with the District before all the installments have been deducted, or in the event of an unforeseen circumstance which causes the employee to receive no paycheck or a paycheck which is not sufficient to cover the dues deduction, the Union shall assume the responsibility for any further dollar amount due them.
5. If a District made error is discovered with respect to deductions under this provision, the District shall correct said error by appropriate adjustments in the next paycheck of the teacher if there are sufficient funds to cover the adjustment. The District shall not be responsible for any other adjustments.

ARTICLE XIX - HEALTH INSURANCE

The School District's share for health insurance, under the policy in effect for the 1987-88 contract year, for employees choosing this benefit will be a credit towards family coverage of up to \$3,240 per year credited in nine (9) months or \$360.00 per month September through May, and a credit towards the single coverage of up to \$1,177 per year credited in nine (9) months or \$130.78 per month September through May for the 1988-89 school year. For the 1989-90 school year, the Board will pay those amounts that represent that portion of the single and the family premiums currently being paid by the District. The balance after the credit is applied to the monthly premium will be the employees expense September through May and will be deducted through payroll. Coverage will continue for June, July and August.

ARTICLE XX TERM OF AGREEMENT

A. July 1, 1988 - June 30, 1990

APPENDIX "A"

1988-89 Salary Schedule (Attached)

APPENDIX "AA"

1989-90 Salary Schedule (Attached)

APPENDIX "B"

EXTRA PAY SCHEDULE (Attached)

BEA 88-89 SALARY

STEP	BA	BA+8	BA+16	BA+24	MA	MA+9	MA+18	MA+27
0.0	16500	17000	17500	18000	18500	19000	19500	20000
1.0	17050	17560	18070	18580	19095	19605	20115	20625
2.0	17600	18120	18640	19160	19690	20210	20730	21250
3.0	18150	18680	19210	19740	20285	20815	21345	21875
4.0	18700	19240	19780	20320	20880	21420	21960	22500
5.0	19250	19800	20350	20900	21475	22025	22575	23125
6.0	19800	20360	20920	21480	22070	22630	23190	23750
7.0	20350	20920	21490	22060	22665	23235	23805	24375
8.0	20900	21480	22060	22640	23260	23840	24420	25000
9.0	21450	22040	22630	23220	23855	24445	25035	25625
10.0	22000	22600	23200	23800	24450	25050	25650	26250
11.0	---	23160	23770	24380	25045	25655	26265	26875
12.0	---	---	24340	24960	25640	26260	26880	27500
13.0	---	---	---	25540	26235	26865	27495	28125
14.0	---	---	---	---	26830	27470	28110	28750
15.0	---	---	---	---	---	28075	28725	29375

MA 89-90

ГРЕР	BA	BA+8	BA+16	BA+24	MA	MA+9	MA+18	MA+27
0.0	17500	18000	18500	19000	19500	20000	20500	21000
1.0	18100	18610	19120	19630	20160	20670	21180	21690
2.0	18700	19220	19740	20260	20820	21340	21860	22380
3.0	19300	19830	20360	20890	21480	22010	22540	23070
4.0	19900	20440	20980	21520	22140	22680	23220	23760
5.0	20500	21050	21600	22150	22800	23350	23900	24450
6.0	21100	21660	22220	22780	23460	24020	24580	25140
7.0	21700	22270	22840	23410	24120	24690	25260	25830
8.0	22300	22880	23460	24040	24780	25360	25940	26520
9.0	22900	23490	24080	24670	25440	26030	26620	27210
10.0	23500	24100	24700	25300	26100	26700	27300	27900
11.0	---	24710	25320	25930	26760	27370	27980	28590
12.0	---	---	25940	26560	27420	28040	28660	29280
13.0	---	---	---	27190	28080	28710	29340	29970
14.0	---	---	---	---	28740	29380	30020	30660
15.0	---	---	---	---	---	30050	30700	31350

APPENDIX B

EXTRA PAY SCHEDULE

ATHLETIC ACTIVITIES

<u>Head Coach</u>		<u>Assistant Coach*</u>	
Football	7%	Football	4.5%
Boy's Basketball	7.5%	Boy's Basketball	5%
Girl's Basketball	7.5%	Girl's Basketball	5%
Wrestling	7%	Wrestling	4.5%
Volleyball	7%	Volleyball	4.5%
Track	5% 7%		
Baseball	7%		
Softball	7%		
<u>Advisors</u>		<u>Junior High Coach*</u>	
Cheerleaders 9-12	2.5%	Basketball	2.5%
Cheerleaders 7-8	2%	Wrestling	2.5%

Athletic Event Workers

To be paid \$10.00 per event, when volunteers not available.

GENERAL ACTIVITIES

Yearbook	4%	Sophomore Class	.5%
Forensics	2%	Freshman Class	.5%
Jr. Class Play	1.5%**	8th Grade Class	.5%
Sr. Class Play	1.5%**	7th Grade Class	.5%
All School Play	2%**	Nat. Honor Society	.5%
One Act Play	1%**	Student Council	.5%
FFA	1.5%	Pep Club	.5%
FHA	1.5%		
Newspaper	1%	Junior Class (2)	.5%
Talent Show	1%	or (1)	1%***
Art Show	1%	Senior Class (2)	.5%
		or (1)	1%***

SPECIAL PROGRAM DIRECTORS

Band	3%
Chorus	2%
Driver Education	\$12 per hour driving time.

* Assignments for assistant coach, junior high coach and special assignments will be made for each position required once participation levels have been identified.

** Only two of the four plays to be assigned per contract year.

*** The School Board has the option of assigning one or two advisors.

Note: Rates listed for each activity represent a percentage of the BA base salary.

B. District Offer:

BARNEVELD SCHOOL DISTRICT
FINAL OFFER OF THE BOARD
NOVEMBER 1, 1988

The final offer of the Board includes the attached proposals, all tentative agreements and those portions of the 1987-88 collective bargaining agreement not modified by tentative agreements or Board proposals and will constitute the successor collective bargaining agreement between the Board of Education of the Barneveld School District and the Barneveld Education Association. Dates in the 1987-88 collective bargaining agreement will be modified wherever appropriate and consistent with the intent of the new agreement.



Representing the
Barneveld School District

Barneveld Board Amended Final Offer
November 1, 1988

1. ARTICLE VII A

1 Teachers in grades 6-12 assigned more than six (6) classes per semester, shall be paid an overload of \$500 per semester for each additional class assigned Study Halls, Home Room assignments and supervisory assignments are not considered classes

2. Teachers in grades k-5 shall be compensated \$100/child per semester for each child over 27 in their primary class assignments

3 Teachers, other than music, phy ed and art teachers, who teach both in grades 6-12 and grades k-5 shall have their overloads determined by Article VII A 1. only if they teach four or more courses in grades 6-12.

4 Delete

2 ARTICLE VII C

Add a new sentence. "Part-time teacher's employment shall be calculated on the basis of an eight (8) hour work day If the method of calculating the part-time status of employees who have been teaching on a part-time basis in the District prior to the start of the 1988-89 school year is different from the eight hour work day standard, those employees shall be grandfathered

3 ARTICLE XIII COMPENSATION

Section F. Each teacher shall be reimbursed up to \$50 per semester credit up to a maximum of 3 credits for course work completed under Section E. The reimbursement on approved courses will be paid on the first September payroll.

4. Calendar The 1989-90 school year will start for teachers on August 27, 1989 and for students on August 23, 1989. The last day of the 1989-90 school year will be May 25, 1990. The format of the 1988-89 calendar will be used except that dates will adjusted to conform to the proper days. In addition, two other changes from the 1988-89 calendar will be made. Easter vacation will be entitle Spring vacation and will be from March 19 through March 23, 1990, and there will be no school on Good Friday, April 13, 1990.


5 ARTICLE XIX HEALTH INSURANCE

The School District's share for health insurance, under the policy now in effect, for employees choosing this benefit will be a credit towards family coverage of up to ~~\$3,284~~^{\$3,240.00} per year credited in nine (9) months or ~~\$360.82~~^{\$360.00} per month September through May, and a credit towards the single coverage of up to \$1,177 per year credited in nine (9) months or \$130.78 per month September through May for the 1988-89 school year. For the 1989-90 school year, the Board will pay, expressed in the collective bargaining agreement as dollar amounts, those amounts that represent that portion of the single and the family premiums currently being paid by the District. The balance after the credit is applied to the monthly premium will be the employees expense September through May and will be deducted through payroll. Coverage will continue for June, July and August.

6 ARTICLE XX TERM OF AGREEMENT

A This Agreement shall become effective July 1, 1988 and shall remain in effect through June 30, ~~1989~~¹⁹⁹⁰. This agreement may be extended in writing by mutual consent of the parties provided that all provisions are applicable during such extension.

B If either party desires to modify or amend this Agreement for 1989-90, it shall give written notice by January 10, 1989.
1990



7 Appendix B

The Board's proposal is attached

8 Appendix A

Salary Schedules for the 1988-89 and 1989-90 school years are attached

BARNEVELD BOARD OF EDUCATION

NOVEMBER 1, 1988

AMENDMENT TO FINAL OFFER
6:30 P.M.

ARTICLE XIX HEALTH INSURANCE

The School District's share for health insurance, under the policy now in effect, for employees choosing this benefit will be a credit towards family coverage of up to \$3240 per year credited in nine (9) months or \$360.00 per month September through May, and a credit towards the single coverage of up to \$1177 per year credited in nine (9) months or \$130.78 September through May for the 1988-89 school year. For the 1989-90 school year, the Board will pay, expressed in the collective bargaining agreement as dollar amounts, those amounts that represent that portion of the single and the family premiums currently being paid by the District. The balance after the credit is applied to the monthly premium will be the employee's expense September through May and will be deducted through payroll. Coverage will continue for June, July and August.

Appendix B
Extra Pay Schedule 1988-89

Athletic Activities			
Head Coach	\$1,155	Assistant Coach*	
Football	\$1,155	Football	\$683
Basketball	\$1,260	Basketball	\$788
Wrestling	\$1,155	Wrestling	\$683
Volleyball	\$1,155	Volleyball	\$683
Track	\$788		
Baseball	\$1,155		
Softball	\$1,155		
Advisors			
Cheerleaders 9-12	\$368	Junior High Coach*	
Cheerleaders 7-8	\$131	Basketball	\$368
		Wrestling	\$368
Athletic Event Worker			
to be paid \$5.78 per event, when volunteers not available			
General Activities			
Yearbook	\$630	Sophomore Class	
Forensics	\$263	Frehman Class	\$53
Jr. Class Play	\$210**	8th Grade Class	\$53
Sr. Class Play	\$210**	7th Grade Class	\$53
All School Play	\$315**	Nat. Honor Society	\$53
One Act Play	\$131**	Student Council	\$53
FFA	\$210	Pep Club	\$53
FHA	\$210	Junior Class (2)	\$68
Newspaper	\$131	or (1)	\$130***
Talent Show	\$131	Senior Class (2)	\$68
Art Show	\$131	or (1)	\$130***
Special Program Directors			
Band	\$420		
Chorus	\$315		
Driver Education	\$9.45 per hour driving time		

* Assignments for assistant coach, junior high coach and special assignments will be made for each position required once participations levels have been identified.

** Only two of the four plays to be assigned per contract year.

*** The School Board has the option of assigning one or two advisors

Appendix B
Extra Pay Schedule 1989-90

Athletic Activities			
Head Coach		Assistant Coach*	
Football	\$1,213	Football	\$717
Basketball	\$1,323	Basketball	\$827
Wrestling	\$1,213	Wrestling	\$717
Volleyball	\$1,213	Volleyball	\$717
Track	\$827		
Baseball	\$1,213		
Softball	\$1,213		
Advisors			
Cheerleaders 9-12	\$386	Junior High Coach*	
Cheerleaders 7-8	\$138	Basketball	\$386
		Wrestling	\$386
Athletic Event Worker			
to be paid \$6.01 per event, when volunteers not available			
General Activities			
Year book	\$662	Sophomore Class	
Forensics	\$276	Freshmen Class	\$56
Jr. Class Play	\$221**	8th Grade Class	\$56
Sr. Class Play	\$221**	7th Grade Class	\$56
All School Play	\$331**	Nat. Honor Society	\$56
One Act Play	\$138**	Student Council	\$56
FFA	\$221	Pep Club	\$56
FHA	\$221	Junior Class (2)	\$71
Newspaper	\$138	or (1)	\$142***
Talent Show	\$138	Senior Class (2)	\$71
Art Show	\$138	or (1)	\$142***
Special Program Directors			
Band	\$441		
Chorus	\$331		
Driver Education	\$9.92 per hour driving time		

* Assignments for assistant coach, junior high coach and special assignments will be made for each position required once participations levels have been identified

** Only two of the four plays to be assigned per contract year.

*** The School Board has the option of assigning one or two advisors.

Barneveld School District
1988-89

Step	EA + 0	BA + 8	BA + 16	BA + 24	MA + 0	MA + 9	MA + 18	MA + 27
----	-----	-----	-----	-----	-----	-----	-----	-----
0	17000	17500	18000	18500	19000	19500	20000	20500
1	17500	18000	18500	19000	19525	20045	20565	21085
2	18000	18500	19000	19500	20050	20590	21130	21670
3	18500	19000	19500	20000	20575	21135	21695	22255
4	19000	19500	20000	20500	21100	21660	22260	22840
5	19500	20000	20500	21000	21625	22225	22825	23425
6	20000	20500	21000	21500	22150	22770	23390	24010
7	20500	21000	21500	22000	22675	23315	23955	24595
8	21000	21500	22000	22500	23200	23860	24520	25180
9	21500	22000	22500	23000	23725	24405	25085	25765
10	22000	22500	23000	23500	24250	24950	25650	26350
11		23000	23500	24000	24775	25495	26215	26935
12			24000	24500	25500	26040	26780	27520
13				25000	25875	26595	27345	28105
14					26750	27130	27910	28690
15						27675	28475	29275

Vertical Increments

- 500 : EA + 0
- 500 : BA + 8
- 500 : BA + 16
- 500 : BA + 24
- 525 : MA + 0
- 545 : MA + 9
- 565 : MA + 18
- 585 : MA + 27

Horizontal Increments:

- 500 : BA + 0/EA -
- 500 : BA + 8/BA -
- 500 : BA + 16/BA -
- 500 : BA + 24/MA -
- 500 : MA + 0/MA -
- 500 : MA + 9/MA -
- 500 : MA + 18/MA -

1988-89 scattergram

Step	BA + 0	BA + 8	BA + 16	BA + 24	MA + 0	MA + 9	MA + 18	MA + 27
----	-----	-----	-----	-----	-----	-----	-----	-----
0	1.5							
1	1.75							
2		1						
3		1						
4								
5	1				1			
6	1				1			
7	1	1					1	
8	1							
9					1			
10	1	1		0.8333				
11			1			1		
12			3					
13				1				
14					0.6			
15						2	1	

Barneveld School District
1989-90

Step	BA + 0	BA + 8	BA + 16	BA + 24	MA + 0	MA + 9	MA + 18	MA + 27
-----	-----	-----	-----	-----	-----	-----	-----	-----
0	18000	18500	19000	19500	20000	20500	21000	21500
1	18500	19000	19500	20000	20525	21045	21565	22085
2	19000	19500	20000	20500	21050	21540	22130	22670
3	19500	20000	20500	21000	21575	22135	22695	23255
4	20000	20500	21000	21500	22100	22680	23260	23840
5	20500	21000	21500	22000	22625	23225	23825	24425
6	21000	21500	22000	22500	23150	23770	24390	25010
7	21500	22000	22500	23000	23675	24315	24955	25595
8	22000	22500	23000	23500	24200	24860	25520	26180
9	22500	23000	23500	24000	24725	25405	26085	26765
10	23000	23500	24000	24500	25250	25950	26650	27350
11		24000	24500	25000	25775	26495	27215	27935
12			25000	25500	26300	27040	27780	28520
13				26000	26825	27585	28345	29105
14					27350	28130	28910	29690
15						28675	29475	30275

Vertical Increments

- 500 : BA + 0
- 500 : BA + 8
- 500 : BA + 16
- 500 : BA + 24
- 525 : MA + 0
- 545 : MA + 9
- 565 : MA + 18
- 585 : MA + 27

Horizontal Increments

- 500 : BA + 0/EA -
- 500 : BA + 8/EA -
- 500 : BA + 16/EA -
- 500 : BA + 24/EA -
- 500 : MA + 0/MA -
- 500 : MA + 9/MA -
- 500 : MA + 18/MA -

1989-90

Step	BA + 0	BA + 8	BA + 16	BA + 24	MA + 0	MA + 9	MA + 18	MA + 27
-----	-----	-----	-----	-----	-----	-----	-----	-----
0								
1	1.5							
2	1.75							
3		1						
4		1						
5								
6	1				1			
7	1				1			
8	1	1					1	
9	1							
10	1				1			
11		1		0.8333				
12			4			1		
13				1				
14					0.6			
15						2	1	0

V. FACTORS CONSIDERED. Section 111.70 (4) (cm) 7 requires the arbitrator to give weight to the following factors in making any decision:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

VI. LAWFUL AUTHORITY. BEA is contending that the District's position on the fair share proposal of BEA is not in conformity with Section 111.70 (1) (f) which requires a fair share agreement to contain a provision requiring the Employer to deduct the amount of dues as certified by the labor organization from the earnings of employees affected by the agreement. The present labor agreement does not so provide. Whether it is necessary to address this issue and whether a lack of conformity to the statutes invalidates the District's offer will be treated later under a discussion of the fair share proposals.

VII. STIPULATIONS. The parties have stipulated to all other matters between them.

VIII. COSTS OF THE OFFERS. The following information is obtained from BEA Exhibits 2a and 3a and District Exhibits 4-4 and 4-7, with 26.68 FTE teachers as a basis for estimating costs.

TABLE I - COSTS OF OFFERS, BEA ESTIMATE

<u>BEA</u>	<u>1987-88</u>	<u>1988-89</u>	<u>% Inc.</u>	<u>1989-90</u>	<u>% Inc.</u>
Salary Only	\$557,968	\$607,482	8.9	\$657,523	8.24
Total Costs	715,457	780,458	9.08	840,312	7.67
<u>District</u>					
Salary Only	557,968	596,793	6.9 ⁽¹⁾	632,703	6.0 ⁽²⁾
Total Costs	715,457	767,673	7.3	810,625	5.6

(1) From BEA Ex. 3. BEA Ex. also shows in hand writing this figure to be 8.61%.

(2) BEA Ex. 3 also shows this as 5.76%.

TABLE II - COSTS OF OFFERS, DISTRICT ESTIMATE

<u>BEA</u>	<u>1987-88</u>	<u>1988-89</u>	<u>% Inc.</u>	<u>1989-90</u>	<u>% Inc.</u>
Salary Only	\$557,968	\$607,489	8.88	\$657,531	8.24
All Wages	581,944	636,857	9.44	688,591	8.12
Package Cost	739,433	815,898	10.34 ⁽¹⁾	888,326	8.88
<u>District</u>					
Salary Only	557,968	606,019	8.61	645,229	6.47
All Wages	581,944	631,298	8.48	671,741	6.41
Package Cost	739,433	809,249	9.44	868,171	7.28

(1) BEA contends that the overall increase of the Board is inflated in the extracurricular schedule by \$3,053 so the resulting 1988-89 package cost of the BEA is 9.9%.

BEA states that its average increase per employee for salary only in 1988-89 will be \$1,855.62 or 8.87%. Under its 1989-90 offer the average increase will be \$1,875.41 or an increase of 8.24%. (BEA Ex. 2). It contends that the District's offer for 1988-89 would bring an average increase of \$1,801 for each teacher, and the District offer would bring \$1,308 for each teacher in 1989-90.

The District also states that its 1988-89 offer would bring an average increase of \$1,801 per teacher but that the average increase will be \$1,409. BEA contends that this latter figure is incorrect, because the District made errors in using its placement diagram.

The above information and preceding tables require a judgment to be made about which estimate of costs is, or parts of estimates are, closer to reality.

BEA's estimates in Table I lack the inclusion of extracurricular wages, so on the whole the District information would be closer to real costs except where the 1989-90 salary costs only are concerned.

It is helpful in understanding the offers to note the increments of the salary structures of proposals in each offer. The following chart shows the structures.

District Structure		BEA Offer	
Vertical Increments		Vertical Increments	
BA + 0	\$500	BA + 0	\$550
+ 8	500	+ 8	560
+ 16	500	+ 16	570
+ 24	500	+ 24	580
MA + 0	525	MA + 0	595
+ 9	545	+ 9	605
+ 18	565	+ 18	615
+ 27	585	+ 27	625
Horizontal Increments		Horizontal Increments	
BA + 0 to 8	500	Same as Board Proposal	
8 to 16	500		
16 to 24	500		
24 to MA	500		
MA + 0 to 9	500		
9 to 18	500		
18 to 27	500		

The issues will be dealt with here in relationship to the statutory factors to be weighed by the arbitrator, rather than by their numerical sequence as they appear in articles of the previous agreement.

IX. COMPARABLE DISTRICTS. Both offers make comparison to State Line Athletic League Conference public school districts for comparison. The districts include the districts of Albany, Argyle, Barneveld, Belleville, Black Hawk, Juda, Monticello, New Glarus and Pecatonica. The following table gives data showing some of the characteristics of these districts.

TABLE III - SELECTED INFORMATION ON SLL DISTRICTS

District	Cost/Member (000)	Levy Rate	Equalized Val. (000,000)	Members	FTE
Albany	3.23	11.14	55.96	465	32.20
Argyle	3.88	13.49	48.13	347	26.30
Barneveld	4.01	14.43	40.52	283	25.65
Belleville	3.66	12.36	88.88	632	41.40
Black Hawk	3.41	11.82	77.08	679	41.32
Juda	4.69	18.47	37.94	270	22.78
Monticello	3.91	14.30	56.79	452	30.80
New Glarus	3.29	11.03	80.57	606	35.45
Pecatonica	3.44	12.25	60.16	494	33.70

(Dist. Exs. 7,8)

It should be noted that Barneveld with Juda are the two smallest in membership, have the two highest costs per member, and also the highest levy rates.

BEA also made comparisons with schools in CESA District 3 and also all state districts.

An issue exists over comparables for 1989-90. BEA states that since only two SLL districts had settled for 1989-90 and the Black Hawk offers show a big divergence, a broader set of comparables must be looked to, so it has used CESA schools and also makes state-wide comparison. BEA cited five decisions in which this principle was applied and also cited arbitral authority to the effect that now state-wide comparisons have validity under the changes of 1986 in Section 111.70 (4) (cm) 7. BEA rejects the District argument that there is sufficient data in the first year offer to decide the second year's offer, and so CESA comparison should not be made.

The District opposes the use of CESA 3 schools and state-wide schools on several grounds. The District states that the majority items in this arbitration are other than salary, and the fact that certain schools have settled for the second year is not material to the decision of the overall package. There is insufficient evidence for the arbitrator to decide on a second year. The District cites authority where a decision was made on use of the first year offers only. It contends there is enough data to make that kind of decision here.

Further BEA, by using outside schools, did not take into consideration geographic location, the relevant athletic conference, average pupil enrollment, and similar criteria used by arbitrators. Further, BEA is relying exclusively on SLL schools for changes in the contract wording. Consistency then demands that it then rely only on conference data for wage comparables.

This arbitrator considers the SLL districts as the primary comparables, but will also weigh the impact of any of the other groups of comparables used by BEA.

X. COMPARISON OF BARNEVELD SALARIES ONLY WITH SLL DISTRICT SALARIES.

Information from BEA Exhibits. BEA presented a series of exhibits using benchmarks to compare salaries and ranking of the Barneveld salaries within the SLL for 1981-82 and 1987-88. The following table is abstracted from BEA Exhibits 6 and 7.

TABLE IV - RANKING OF BARNEVELD IN SLL DISTRICTS IN 1981-82 AND 1987-88 FOR BENCHMARKS

Year	BA			MA			Sched. Max.
	Min.	7th	Max.	Min.	10th	Max.	
1981-82	9	9	9	3	9	9	9
1987-88	9	9	9	9	9	9	6

BEA Exhibit 8 was a listing of dollar increases at benchmarks for SLL averages excluding Barneveld and of the Barneveld increases between 1981-82 and 1987-88. The listing showed the differences at each step in the respective years. The following table summarizes these differences.

TABLE V - CHANGE IN DOLLAR DIFFERENCE BETWEEN SLL DISTRICTS AVERAGE SALARY EXCLUDING BARNEVELD AND BARNEVELD SALARIES AT SELECTED BENCHMARKS 1981-82 AND 1987-88

	BA			+	MA			Sched. Max.
	Min.	7th	Max.		Min.	10th	Max.	
1981-82								
Diff.	-234	-1,224	-1,723		442	-1,202	-1,402	-734
1987-88								
Diff.	-966	-2,021	-2,120	-	914	-2,780	-2,565	-587
Direction & Amount of Change	-732	- 797	- 397		-1,356	-1,578	-1,163	+147

(BEA Ex. 8)

The next table is an abstraction of information contained in BEA Exhibits 9-a to 9-g.

TABLE VI - RANK OF BARNEVELD OFFER AMONG SLL DISTRICTS, 1988-89 WHERE SETTLED OR WHERE OFFERS EXIST IN OTHER DISTRICTS (1)

	BA				MA			Sched. Max.
	BA	7th	Max.		MA	10th	Max.	
1988-89								
BEA	9	9	9	9	9	9	7	
Dist.	8	9	9	8	9	9	7	

(1) Black Hawk District not settled but offers are higher than Barneveld so Barneveld rank does not change whichever Black Hawk offer prevails.

BEA Exhibits 10-a to 10-g compared the dollar increases in Barneveld 1988-89 over 1987-88 to existing settlements among SLL districts and included the two offers in the Black Hawk District. This type of tables produced 11 rankings independent of a group average, since in some instances one Barneveld offer ranked higher than one or the other of the Black Hawk offers. The following table will show the position of the Barneveld offers among the 11 possible positions in this form of ranking.

TABLE VII - 1988-89 RANK OF BARNEVELD OFFERS IN DOLLAR INCREASES COMPARED TO SLL DISTRICT SETTLEMENTS AND OFFERS IN BLACK HAWK (11 POSITIONS POSSIBLE)

	BA				MA			Sched. Max.
	Min.	7th	Max.		Min.	10th	Max.	
BEA	9	3	3	10	4	2	7	
Dist.	1	6	3	1	6	10	10	

BEA Exhibits 11-a to 11-g presented information on percentage increases for 1988-89 in SLL schools including offers in Barneveld. Two tables are abstracted from these exhibits. The first deals with rank and the second deals with comparisons between group averages and Barneveld offers. Two Black Hawk offers are included in 11 positions of rank, and group averages are excluded. Both Barneveld offers are included in this type of ranking.

TABLE VIII - RANK OF PERCENTAGE INCREASES OF OFFERS IN BARNEVELD FOR 1988-89 AMONG SLL DISTRICTS AND BLACK HAWK OFFERS

	BA			MA			Sched.
	Min.	7th	Max.	Min.	10th	Max.	Max.
BEA	6	4	2	10	2	1	7
Dist.	1	1	2	1	4	7	10

TABLE IX - COMPARISON OF BARNEVELD OFFERS IN PERCENTAGE INCREASE TO GROUP AVERAGE EXCLUSIVE OF BARNEVELD AND BLACK HAWK OFFERS

	BEA			Dist.		
	% Inc.	Diff. from Aver.	% Below Top	% Inc.	Diff. from Aver.	% Below Top
BA						
Min.	6.14	+ .08	-1.11	9.36	+3.30	Top
7th	6.77	+ .71	- .48	7.85	+1.79	Top
Max.	7.08	+1.02	- .17	7.08	+1.02	- .17
MA						
Min.	5.44	- .41	-1.81	8.29	+2.44	Top
10th	7.12	+1.27	- .13	6.53	+ .68	- .72
Max.	7.77	+1.92	Top	5.84	+ .01	-1.41
Sched. Max.	5.59	- .21	-1.66	5.23	- .57	-2.02

BEA compared the 1987-88 benchmark ranking of Barneveld salaries with a list of CESA District #3 schools and SLL schools combined. 39 schools were listed. Barneveld was 39th at BA Minimum and 7th, MA Minimum and 10th. It was 38th at BA Maximum, 36th at MA Maximum and 29th at Schedule Maximum. (BEA 12, a-g).

BEA made a similar comparison involving CESA #3 and SLL Districts which had settled for 1989-90. It first compared the Barneveld ranking among these districts in the 1987-88 year. There are twelve districts other than Barneveld with 1989-90 agreements. In 1987-88 Barneveld ranked 13th at BA Minimum and 7th, and MA Minimum and 10th. It ranked 12th at BA Maximum and MA Maximum and 9th at Schedule Maximum. (BEA 13, a-g).

BEA also compared the salaries of CESA #3 and SLL schools having 1989-90 settlements with the Barneveld offers. The following table is derived from BEA Exhibits 14-a to 14-g.

TABLE X - RANK OF BARNEVELD 1988-89 SALARY OFFERS AMONG 12 CESA #3 AND SLL SCHOOLS HAVING SETTLEMENTS FOR 1989-90

	BA			MA			Sched.
	BA	7th	Max.	MA	10th	Max.	Max.
BEA Offer	13	13	12	13	13	11	10
Dist. Offer	12	13	12	11	13	12	10

The following data on rank of Barneveld offers among the same group of school districts comes from the BEA Exhibits 15-a to 15-g.

TABLE XI - RANK OF BARNEVELD OFFERS FOR 1988-89 IN DOLLAR INCREASE AMONG CESA #3 AND SLL SCHOOLS WITH SETTLEMENTS FOR 1989-90

	BA			MA			Sched.
	BA	7th	Max.	MA	10th	Max.	Max.
BEA Offer	9	8	8	11	5	5	9
Dist. Offer	3	7	8	3	8	10	10

The following table comes from BEA Exhibits 15-aa - 15-gg.

TABLE XII - RANK OF BARNEVELD OFFERS FOR 1988-89 PERCENT INCREASE AMONG CESA #3 AND SLL SCHOOLS WITH SETTLEMENTS FOR 1989-90

	BA			MA			Sched.
	BA	7th	Max.	MA	10th	Max.	Max.
BEA Offer	8	7	5	10	4	3	11
Dist. Offer	1	2	5	3	7	8	11

BEA Exhibits 16-a to 16-g gave dollar information and rank of the Barneveld offers in comparison to CESA #3 and SLL schools for 1989-90. The following table is derived from these exhibits.

TABLE XIII - RANK OF BARNEVELD SALARY OFFERS AMONG CESA #3 AND SLL SCHOOLS AT BENCHMARKS, 1989-90. 13 DISTRICTS.

	BA			MA			Sched.
	Min.	7th	Max.	MA	10th	Max.	Max.
BEA Offer	12	13	12	13	12	10	9
Dist. Offer	13	13	12	11	13	12	10

BEA Exhibits 17, a-f gave information on dollar increases for the same cluster of schools for 1989-90 and the ranking of the Barneveld offers. The next table comes from these exhibits.

TABLE XIV - RANK OF BARNEVELD OFFERS IN DOLLAR INCREASE AMONG CESA #3 AND SLL SCHOOLS AT BENCHMARKS, 1989-90. 13 DISTRICTS.

	BA			MA			Sched.
	Min.	7th	Max.	MA	10th	Max.	Max.
BEA Offer	9	9	6	12	6	4	4
Dist. Offer	9	12	12	12	12	12	12

From BEA Exhibits 18-a to 18-g comes the following table.

TABLE XV - RANK OF BARNEVELD OFFERS IN PERCENT INCREASE AMONG CESA #3 AND SLL SCHOOLS 1989-90

	BEA			Dist.		
	% Inc.	% Diff. From Aver.	% Below Top	% Inc.	% Diff. From Aver.	% Below Top
BA						
Min.	6.06	- .38	-2.23	5.88	- .56	-2.41
7th	6.57	- .38	-1.28	5.00	-1.19	-2.85
Max.	6.82	+ .71	-1.03	4.55	-1.56	-3.30
MA						
Min.	5.41	- .77	-2.19	5.26	- .92	-2.34
10th	6.44	+ .77	- .96	4.21	-1.66	-3.39
Max.	7.12	+1.35	- .48	3.80	-1.97	-3.80
Sched. Max.	6.72	+ .98	-2.36	3.42	-2.32	-5.66

BEA Exhibit 19-a showed that among state school districts with an FTE of 0-99, with 78.5% reporting for 1988-89, the average dollar increase per returning teacher was \$1,739 with percentage increases in the steps ranging from 5.0% to 5.4% on the average.

BEA Exhibit 20-a reported that among state school districts with an FTE of 0-99, with 26.5% reporting for 1989-90, the average increase per returning teacher was \$1,788 with percentage increases ranging from 4.9% to 5.2%.

Under the BEA proposal, the average increase per employee for 1988-89 would be \$1,856 or 8.87% and for 1989-90 it would be \$1,875 or 8.24%. (BEA 2). Under the District offer the average increase for 1988-89 would be \$1,801 per teacher or 8.61% increase, while for 1989-90 the increase would be \$1,308 per teacher or a 5.76% increase. (BEA 3). The District says it is offering an amount of \$1,470 more per teacher in 1989-90 or an increase of 6.47%.

BEA Exhibits 21-26 gave information on statewide rankings of Barneveld for teachers at certain steps in selected years. For Career BA 79-80 Barneveld was 414 in rank out of 422 places. For Career BA 83-84, Barneveld ranked 427 out of 428 places. For Career BA 87-88, it ranked 418th, last in rank where data was available. For Career MA 79-80 Barneveld ranked 389 out of 422. For Career MA 83-84, Barneveld was 425 out of 428. For Career MA 87-88, Barneveld ranked 415 out of 418.

Information from District Exhibits. District Exhibit 4-4 shows that the average returning teacher under its offer for 1988-89 would receive \$1,801 more or an increase of 8.61%. In 1989-90 the average increase would be \$1,407 or 6.47%. (BEA contends these figures for 1989-90 are in error.) Under the BEA offer, the average increase for 1988-89 would also be \$1,801 and the percentage increase would be 8.61%. For 1989-90 the average increase would be \$1,876 or 8.24%.

The following table is abstracted from District Exhibits 10-1 to 14-1.

TABLE XVI - COMPARISONS OF BARNEVELD OFFERS FOR 1988-89, RANK IN DOLLAR AMOUNT WITH SLL SCHOOLS, AND COMPARISONS TO SLL AVERAGES AND MEDIANS - 8 DISTRICTS.

<u>Step</u>	<u>Dist.</u>	<u>\$ Inc.</u>	<u>SLL Rank</u>	<u>BEA</u>	<u>\$ Inc.</u>	<u>SLL Rank</u>	<u>Aver. \$ Inc.</u>	<u>Median \$ Inc.</u>
BA Min.	17,000	1,455	7	16,500	955	8	999	1,000
BA Max.	22,000	1,455	8	22,000	1,455	8	1,381	1,344
MA Min.	19,000	1,455	7	18,500	955	8	1,073	1,050
MA Max.	26,350	1,455	8	26,830	1,935	8	1,612	1,600
Sched. Max.	29,275	1,455	8	29,375	1,555	8	1,657	1,600

Since only two districts have settled for 1989-90, namely Monticello and Pecatonica, the following table has an illuminating value.

TABLE XVII - COMPARISONS OF BARNEVELD OFFERS FOR 1989-90 WITH SETTLEMENTS IN MONTICELLO AND PECATONICA

<u>District</u>	<u>BA Min.</u>	<u>\$ Inc.</u>	<u>BA Max.</u>	<u>\$ Inc.</u>		
Monticello	18,286	786	24,869	1,069		
Pecatonica	17,826	961	24,065	1,297		
Barneveld						
Dist.	18,000	1,000	23,000	1,000		
BEA	17,500	1,000	23,500	1,000		
<u>District</u>	<u>MA Min.</u>	<u>\$ Inc.</u>	<u>MA Max.</u>	<u>\$ Inc.</u>	<u>Sched. Max.</u>	<u>\$ Inc.</u>
Monticello	19,886	786	30,227	1,195	31,139	1,195
Pecatonica	19,698	1,062	29,547	1,593	30,081	1,441
Barneveld						
Dist.	20,000	1,000	27,350	1,000	30,275	1,000
BEA	19,500	1,000	28,740	1,910	31,350	1,975

(Bd. Exs. 10-2, 11-2, 12-2, 13-2, 14-2)

BEA Position on Salaries Summarized. BEA contends its offer on wages salary is justifiable, necessary and affordable. Barneveld salaries have historically been far below others in the SLL conference in the large geographic area adjacent and statewide, and this at every level. BEA's offer is an effort to correct the adverse effects of the current salary particularly on experienced and advance degree teachers. Its improvements are minimal for each of the two years, as BEA has attempted to moderate the cost impact. The school

salary schedule is not an indexed schedule, as the cost to provide this and bring up the low Barneveld levels would be too great for the current situation. The emphasis in the BEA offer is on improving the salaries of experienced teachers with advanced degrees.

BEA holds that there is no justification for the Board's low offer, and the historical salary position of the Barneveld teachers justifies a catch-up. In the current Barneveld schedule a teacher has to work longer than in any other district to reach the top of the schedule and then find this is below the conference average anyway. There has been a dramatic erosion in Barneveld pay since 1981-82. This erosion of position is also shown in the drop in Barneveld in statewide comparisons. Further the loss of potential earnings to Barneveld teachers has been unconscionable.

BEA asserts that the Board offer causes a deterioration of the situation of experienced and advanced degree teachers in both years of the contract, the situation being severely worse in the 1989-90 year than in the first year of the contract.

BEA challenges the assertion of the District that the District offer tends to preserve the status quo and the BEA offer constitutes an excessive change. BEA asserts on the contrary that its offer changes conditions less than the District does. The District by offering an across-the-board dollar amount is re-doing the schedule's internal ratio which has resulted in a change in the ratio of beginning salary to schedule maximum greater than the BEA offer. This ratio was 1.790 in 1987-88 and in 1989-90 would be 1.791 under the BEA offer, but only 1.682 under the District offer. This internal erosion on the part of the District is not justified. The average increment for BA in the SLL schools for 1987-88 was \$600 and for MA it was \$717. In Barneveld it was \$500 and \$528 respectively. The Board offer has retained this arrangement for 1988-89 and BEA has improved the status of the BA increment to \$550 and MA \$595, which is below the SLL averages.

Using the CESA and SLL district group BEA asserts that the data show its offer is more comparable than the Board's. BEA's offer is more comparable to the CESA-SLL group at every benchmark except BA and MA. The same results are achieved in comparing Barneveld offers with settlements in state districts with a 0-99 FTE.

BEA also argues that its Exhibit 28 on staff turnover where 55 teachers have been hired since 1978-79 and 1988-89 and 54 have left, shows that salaries are inadequate.

District Position on Salaries Summarized. The District objects to the change in the salary structure proposed by BEA and holds it is a part of a massive change in the former agreement that is not justified. Any changes in increments should have been made by negotiations; the parties have shown that they could do this in the previous agreement. The District is not clear why BEA makes the changes it did. It is obvious that increasing increments puts more money into the salary schedule, since the Board and Association are close in dollar amount, but there is little justification for the change.

The District states that its costings of the offers are more accurate than BEA's costings since BEA left out some of the costs.

The Board contends that its average dollar increase per teacher for 1988-89 is equal to the average of the SLL increases which are skewed by longevity which exists in the Monticello district. If this factor is removed, the District offer would be above the average.

The District also states that its total package expressed in percentage at 9.44% exceeds the percentages in every other district in the SLL districts, where they are known.

In benchmark increases, the District offer at BA minimum is higher than the Association offer and is \$456 over the average while the Association offer is \$44 below the average. At the BA maximum the District and BEA have the same offer, and this raises the question as to why there is a need to change increments on the part of BEA. Except at MA maximum there is no significant difference between the offers.

The District argues that it has recognized the need for a catch-up both in its previous settlement and in this settlement, and so that the Association contention that its own offer is needed for catch-up is not justified. The District nevertheless disputes the need for catch-up, because BEA has not demonstrated any occurrence beyond its control which have led to the relatively low ranking of Barneveld, nor is the compensation so far from comparables as to be unfair.

The District argues that the settlement in the Board offer in the first year, and the lack of comparables in the second year justifies using the first year only to determine the settlement. The use of statewide averages is not justified because of the disparity of economic and political conditions that exist around the state. For the second year, the proposed salary increase of the Association at 8.24% and a package increase of 8.88% is too high.

Discussion and Opinion on Salary Offers. The matter of whether the BEA offer should be disapproved on two different grounds needs to be considered first. The District argues that structural change was not necessary and should have been resolved through negotiations because the former type of structure has existed for some time. It is the opinion of the arbitrator that whether to retain the former structure or to acknowledge the need for a new one depends on whether the structures proposed meet the test of comparability in final dollar payment of the employees. If the payment resulting under a structure is not competitive, then there is a compelling reason, more or less, to make a change. In Barneveld offers, it is apparent that the salaries in the District are quite low and that there continues to exist a need for catch-up. Table V shows that the position of Barneveld teachers has deteriorated with respect to SLL districts between 1981-82 and 1987-88. Tables IV and VI show the continued low rank for Barneveld under either offer for 1988-89 although under the District offer the District gains one place at BA and MA minimums. A change in structure to make Barneveld salaries more competitive for experienced teachers with advanced degrees can then be said to be justified.

The fact is, however, that both offers result in changes in internal ratios with the District's two year offer compressing the ratio between BA minimum and schedule maximum, with a compression occurring through the District's across-the-board type of offer of about minus 6%. The BEA offer is so structured as to depress the entry levels in order to raise the top levels for experienced teachers with advanced degrees. Both of the 1988-89 offers here are calculated to give a raise of above 8.5% in salaries only. (8.61% for the District, 8.88% for BEA in 1988-89. Table II).

However in 1989-90, the District offer goes to 6.47%, the BEA offer to 8.24%. The percentage increases offered by the District are substantial, but they tend to worsen the relationships at the top of the schedule between Barneveld and SLL districts. The arbitrator is of the opinion that under the situation of the long range catch-up which is evident in Barneveld, the BEA offer with changed increments is better for the future than the use of flat, across-the-board increments which compresses the top of the schedule too much.

Now as to whether the situation here justifies making a decision on the salary offers of the parties of 1988-89 only, because of the lack of sufficient data from SLL districts, the arbitrator is of the opinion that CESA #3 and also statewide comparisons have some value here, because they indicate how Barneveld is relating to a more general trend in salaries for teachers. Table X foregoing indicates that Barneveld offers are generally at the lower end of the comparisons, with the District offer being better at the lower end of the schedule than the BEA offer, and the BEA offer being better at the upper end, as to be expected from the way they have structured their offers. This latter characteristic is more pronounced when dollar and percentage increases are shown for 1988-89. A marked effort at some type of catch-up is shown in both Barneveld offers. (Tables XI, XII).

However in 1989-90 among the CESA #3 and SLL combined group, both Barneveld offers tend to remain low (Table XIII), and the District offer comes out much lower in dollar increase and percentage comparisons than does the BEA offer. The District offer thus may not be so much in keeping with the general trend in 1989-90 salaries as is the BEA offer.

Again it must be noted that the District offer for 1988-89 compares favorably with SLL offers in dollar percentage increases at the lower levels of the salary grid, but deteriorates at the higher levels, while the BEA offer produces the opposite result. (Table XII, e.g.).

In essence choice of a philosophy of salary structure is presented here: whether to heavily emphasize the lower end of the salary grid or to emphasize the upper end. It is the opinion of the arbitrator that because of the slippage at the upper end from a state of reasonable comparability, the BEA offer is more in conformity with the statutory requirement of general comparability.

As to whether turnover of teachers in the District is excessive, where the 1988-89 change was about 18%, and the 1987-88 change was 11%, the arbitrator makes no judgment since comparison with the experience in other districts is lacking.

XI. COMPENSATION - EXTRA PAY SCHEDULE. BEA is proposing to change the extra pay schedule by applying a percentage change based on the BA base to the categories listed in the schedule. For head coaches the percentage is 7.0% and in two cases 7.5%. The District is proposing changes in dollar amounts which would bring about an increase of about 5.0% for the head coach in each year of the two year agreement. The type and kind of special assignment and extra duty pay categories varies from district to district, but some common types of positions can be ascertained. The following information has been abstracted from BEA Exhibits 29-40.

TABLE XVIII - COMPARISONS OF SPECIAL DUTY PAY IN SELECTED POSITIONS.

<u>District</u>	<u>Head Football</u>	<u>Head, Girls' Basketball</u>	<u>Yearbook</u>	<u>Forensics</u>
Albany, 87-89	7%	8%		4%
Argyle, 87-89	7.5%		4%	2 and 3%
Barneveld, 87-88	\$1,100	\$1,200	\$600	\$250
Belleville, 87-88	\$1,400		\$400	\$400
Black Hawk, 87-88	8%	8%	6%	6%
Juda, 87-88	\$1,000		\$750	\$225
Monticello, 87-88	7%	7%		2.25%
New Glarus, 87-88	\$1,465		\$565	\$450
	88-89		\$600	\$480
Pecatonica, 87-88	8-10%	8-10%	3.5%	2.5-3.5%
	89-90	8-10%	3.5%	5%

Of the above districts, Albany, Argyle, Black Hawk and Pecatonica also pay a percentage increase for years of experience.

BEA notes that both offers in Barneveld result in a payment of \$1,155 for head coaches in 1988-89 and states that this amount puts this payment seventh among the comparables in the SLL districts. The average payment excluding Barneveld is \$1,291. BEA further notes that its rate for head coach comes to about 7% on the BA base while the District is offering 6.7%. It notes that the BEA offer for assistant coaches amounts to 5% while the District is offering 4.6% of the BA base. BEA states that it is upgrading the positions of the lower compensated groups in the extra duty and special assignments. The amounts are small, but are necessary to maintain adequate compensation.

As to extracurricular pay, the District contends that it is a tail that should not wag the dog. The District in proposing a 5% increase retains the current structure. BEA in its offer of a percentage increase is making a substantial change without proof that the current practice is unworkable, inequitable, or has in some manner harmed the employees.

The dollar amounts in the matter of extracurricular duty pay are generally a small part of the cost of the offers. The District increase represents a 5% increase for each of two years in extracurricular pay and no increase for extra duty compensation. BEA would raise extracurricular pay by 28% in the first year and 6% the next. From a payment of \$15,410 for extracurricular pay in 1987-88 the District offer would go to \$16,181 in 1988-89 and in 1989-90 it would go to \$16,990. BEA would go to \$19,718 in 1988-89 and \$20,913 in 1989-90. In extra duty pay the District offer would not change from the past, paying \$3,500. BEA's offer would cost \$4,100 for 1988-89 and stay at that rate in 1989-90.

Discussion. A review of the practices in the comparables of stating the type of payment either in a percentage of the BA base or in dollar amounts, the BEA offer is the more comparable in that more districts state payments in terms of percentage. As to the dollar amounts offer, the BEA offer also is closer to the average in terms of what head coaches would receive. The arbitrator believes that the factor of comparability would support the BEA offer, especially because it is likely that under the District offer there will be a catch-up situation in coaches pay developing in this aspect of compensation.

XII. OTHER CHANGES PROPOSED FOR ARTICLE XIII - COMPENSATION. Three changes are proposed in the BEA offer for Article XIII - COMPENSATION. BEA proposed to change Section D by changing the rate of teachers substituting for other teachers to \$10.00. It is proposing a change in Section F that teachers shall be reimbursed \$60 per credit up to six approved credits. It is proposing to change Section H to establish a rate of \$10.00 for curriculum work.

The District is proposing to change only Section F by reimbursing teachers up to \$50.00 per semester up to 3 credits.

A. Section D Changes. BEA states that its proposal to change the rate under Section D from \$7.50 per hour to \$10.00 an hour is reasonable. The average teacher salary under the 1988-89 District offer would be \$22,712. When divided by 185, the number of days, this would produce an average daily salary of \$122.77. This figure divided by 8, the number of periods per day, would produce an hourly rate of \$15.35. If one used an eight hour day, the rate would be \$11.51. The \$10 rate is reasonable when one also considers that teaching an assigned substitution period results in loss of a daily preparation period.

The District says that the rate proposed by BEA is not supported by comparables in that two districts in the SLL pay \$6.00 for substitution, and one each pays \$5.00, \$6.50 and \$8.00.

A review of portions of contracts found in BEA Exhibits 85 and 90 shows that the districts of Albany and Belleville pay \$6.00 per class period for substitution. Juda pays a rate of \$5.00, Black Hawk and Argyle pay \$8.00 and Pecatonica pays a rate of \$6.50 per period. These are from contracts in 1987-88 or later. The evidence is not present to show that the BEA proposal in changing Article XIII, Section D is comparable, however reasonable it may seem.

B. Proposed Changes for Article XIII, Section F. Language in the previous agreement called for a payment of up to \$150 per semester for course work completed under Section E of the agreement. As BEA notes, this could mean \$150 for one credit, or \$150 divided among more credits, depending on the number taken and cost. BEA says that the Board offer to limit the credits to 3 at \$50 per credit is regressive. BEA notes under its offer that the number of credits, for which payment would be made at \$60 per credit, is within the control of the District. Nothing compels the District to approve any specific number of credits up to six. BEA holds that the District is showing intransigence in its regressive offer. It holds that the BEA's own offer is reasonable in view of increasing tuition costs.

The District, noting that the previous language did not specify the number of credits to be compensated under the \$150 limitation, states that its change to \$50 per credit specifically with a maximum of three credits is reasonable, more than the BEA offer which would put the maximum cost to the District of \$360. There is no justification for this change.

As to comparables, Argyle provides a payment of \$50 per credit for undergraduate degrees and \$90 per credit for graduate degrees up to six credits per year. A Monticello contract provides only that the "current tuition rate" will be paid to any teacher who is requested to get certain necessary credits for the need or benefit of the District. Pecatonica provides a payment of \$40.00 per credit with a maximum of three during any one semester and twelve during the year.

Neither the BEA offer or the District offer have comparables. The matter then comes down to the reasonableness of the offers. It is the opinion of the arbitrator that the BEA offer is the more reasonable, because it is more realistic in terms of rising tuition costs and because at the same time it gives the District the authority to limit its own liability.

C. Article XIII, Section H, Pay for Curriculum Work. BEA is proposing to compensate curriculum work at \$10.00 per hour as compared to the past rate of \$7.50 per hour. BEA notes that this proposal is less than the hourly wage proposed by either party. There is an increasing need for teachers to do more curriculum work because of the requirements of the statutes. The product must meet more rigid standards, and this in turn makes it necessary to increase the compensation.

The District notes a lack of comparability for this kind of work. Only Albany offers \$10.00 an hour. The District argues that the present circumstance should continue.

Only one district exhibit was placed in evidence. This was put in by BEA, and it was a part of the Albany agreement which in 1988-89 will pay \$10.00 an hour for curriculum work. In the opinion of the arbitrator, if payment is to be made for curriculum work, then the rate should be more closely related to the rate prevailing in teaching itself. Thus the BEA offer seems the more reasonable one here.

XIII. ARTICLE XIX - HEALTH INSURANCE. Both parties are proposing an addition to Article XIX - Health Insurance. Under present conditions the District pays up to \$3,240 per year, credited from September to May at \$360 per month, for family health insurance and \$1,177 or \$130.78 per month for single person coverage for the 1988-89 school year. The rest of the cost is borne by the employee. The District offer includes the statement,

"For the year 1988-89 school year, the Board will pay, expressed in dollar amounts, those amounts that represent that portion of the single and family premiums currently being paid by the District."

The BEA proposal includes a phrase "under the policy in effect for the 1987-88 contract year" and omits the phrase "expressed dollar amounts" in the sentence stated above.

District Exhibit 16-1 showed that the District cost for health insurance for a family in 1979-80 was \$1,122 and for a single person it was \$413. In 1988-89 the payments were \$3,409.82 and \$1,176.12 respectively. For 1988-89 both offers cost the same. The District is currently paying 100% for the single person and 95.03% for the family. Over the years since 1979-80 the District has progressively increased the percentage of its payment.

BEA Exhibit 41 shows that the Barneveld health insurance cost for the family at \$284 is exceeded only by Juda in dollar amount paid in SLL districts. The cost paid by the District in Barneveld is \$269, an amount which is exceeded only by Black Hawk where the district payment is \$273 for the family, which is 100% of the cost. The Barneveld cost for a single person is \$98, with the District paying 100%. Pecatonica and Monticello pay in the \$98 range, and these are exceeded only in the New Glarus district which pays \$103.

BEA Exhibit 41 shows that Barneveld is one of three districts not paying dental insurance, and one of two districts not providing long-term disability or life insurance.

The District notes its past practice of providing dollar amounts for health insurance in its previous contracts. It objects to the language of BEA which speaks of a specific contract year. There has been no abuse by the District that necessitates this kind of reference year. This specific language change is a change in the establishment of an insurance plan, but also the way the parties have bargained.

The District notes that in its offer it is committing itself to pay 95.03% of the family premiums and 100% of the single premium but expressed in dollar amounts and these only in an "up to figure". The District notes that over the years it has paid varying percentages averaging 83.86% of the family rate. The current language then proposed by the District is then substantive.

The District objects to the Association proposal as being a subtle method of switching to a percentage system, and this changes the underlying concept of how the parties have bargained. The proposal of the Association means that any increase in premiums in mid-year would automatically be assumed by the District. The District also asserts that the comparables in SLL districts do not support the BEA offer.

The District rejects the BEA contention that its offer is like the District offer and that the District offer changes what was done in the past. The District notes that since 1972-73 the District bargained for and received set dollar amounts. The District in its current offer did not want to guess a dollar amount, but did establish a method to insure employees would not have to contribute more for insurance premiums than they currently contribute. The District's language, "expressed in dollar amounts", continues the District's pattern of putting dollar amounts in the agreement, but the modification keeps the proportion paid by the Board as the same. The proportion was stabilized but the underlying concept of dollar amount was kept. The District holds that at the next bargaining session the Union will be arguing for a continuing percentage contribution by the District.

BEA says that the language of the offers is little different and the dispute over language is 99% semantic. The District's offer however provides no format for expressing the dollar amounts of the premiums for 1989-90. BEA argues that the District has clearly agreed to pay the same proportion of premiums as it paid in 1988-89, and there is no way now for the premium for 1989-90 to be expressed in dollar amounts.

The following information is taken from District exhibits:

Summary of SLL Districts Contract Language on Insurance Payments

Albany	In dollar amounts.
Belleville	In dollar amounts.
Black Hawk	In dollar amounts.
Juda	In percentage.
Monticello	Set amount but to maximum of rate.
Pecatonica	In percentage.

Discussion. The above information on language in SLL contracts indicates that the District method of expressing health insurance payments in dollar amounts is sufficiently comparable to be sustained. Also in actual dollar cost the District is very competitive. However it is also the opinion of the arbitrator there is a considerable difference in the meaning of the offers of the parties. The District offer might be interpreted as limiting the dollar liability of the District to what it paid in 1988-89 where the word "portion" would be interpreted in terms of dollar portion paid in that year, because of the specific phrase on dollar amounts inserted in the District offer. This could put a cap on the District's commitment. In the BEA offer, absent the requirement to express the District's contribution in dollar amounts, the word "portion" then could be interpreted as "proportion". These possible interpretations present considerable differences between the offers. However the District offer here is found the more comparable one among SLL district contract provisions.

XIV. COMPARISON OF SALARIES IN BARNEVELD OFFERS WITH OTHER MUNICIPAL EMPLOYEES. The parties furnished little current data on this subject specifically applicable to the Barneveld area. However, District Exhibits 36 and 37 gave some information on national data related to government workers in general. District Exhibit 36 (NEWS, US Department of Labor, October 25, 1988) reported that as of September 1988 total compensation costs for government workers showed a 5.4% increase up from 4.2% the previous year. Schools showed a 5.7% increase. Cost for wages and salaries only changed by 5.5% in the schools. By December 1988, the total compensation for schools was 6.6% above the previous year, and the wage cost alone was up 5.6%. (Dist. Ex. 36-4,5)

While these data do not reflect any of the conditions in employment in the SLL area, the arbitrator believes it is reasonable to assume that both offers would compare very favorably in percentage increases in the period of the first year of the offers with the percentage changes in public employment compensation in the area. Based on this factor, the District offer is reasonable.

XV. COMPARISON OF SALARIES IN THE BARNEVELD OFFERS WITH EMPLOYEES IN PRIVATE EMPLOYMENT. BEA Exhibit 27 was a WEAC summary of the Northwestern Lindquist-Endicott Report 1988. The average hiring rates for college graduates in 1987 was \$23,405 and in 1988 the projected rate was \$25,114. In 1987-88 BA teachers hired received \$18,376 on the average and in 1988-89, \$19,378. WEAC reported that there was a widening of the gap between Lindquist-Endicott figures and Wisconsin teachers at the BA and MA first step level from 1987 to 1988.

General information on private employment in Wisconsin was furnished in District Exhibit 35-2. As of November 1988 here the average weekly earnings for all manufacturing was \$453.26 or \$23,570 for a year at that rate. The average hourly earning was \$10.69. The unemployment rate in Wisconsin fell to 4.0% in November 1988, the lowest level in 19 years, and below the U.S. rate.

The average teacher salary in Barneveld in 1987-88 was \$20,913 and with fringes, \$27,433. Looking at salary alone, the average salary is below that of an average manufacturing worker. However with fringe benefits, the teacher total compensation might compare favorably. There is insufficient data here to apply specifically to the Barneveld area. However one can conclude that Barneveld teachers will not be excessively compensated under either offer when compared to wages paid in manufacturing currently.

XVI. COST OF LIVING. District Exhibit 33-2 showed that the annual average increase for Urban Wage Earners and Clerical Workers from 1986 to 1987 was 2.7%. However the percent change from December 1986 to December 1987 was 3.9% in non-metro urban areas. In 1987-88 the change in the annual average in non-metro areas was a 2.8% increase.

BEA asserts that in regard to the Consumer Price Index, the pattern of settlements in the area is a more reliable guide than the Consumer Price Index. Further, both parties' offers exceed the index reported.

Discussion. The District estimates the total costs of its package for 1987-88 to 1988-89 to be 9.49% and for 1989-90 to be 7.28%. It estimates the BEA offer to amount to an increase of 10.34% for the first year and 8.88% the next year. The arbitrator concludes that the District offer for total package is more comparable to the change in the cost of living.

XVII. TOTAL COMPENSATION. Table II foregoing derived from District estimates shows the following percentage increases in package costs:

	1988-89	1989-90
District	9.44	7.28 ⁽¹⁾
BEA	10.34	8.88

(1) BEA alleges this estimate is too high, as noted earlier.

The following information is from District Exhibit 15 on package percentage increases for SLL districts:

	1988-89	1989-90
Albany	8.34%	
Belleville	8.18%	
Monticello	7.12%	6.18% (est.)

The arbitrator in a study of the documents did not find other data on total compensation costs.

BEA says that in total compensation and benefits other districts provide a broader range of such benefits than does Barneveld. Other districts provide dental, long-term disability, and life insurance.

The District holds that in the absence of total package costs it is safe to assume that such costs will be approximately 1% higher than the salary costs. When the other package costs are considered, the District offer is more than comparable.

Discussion. The arbitrator is of the judgment that the District total package costs over a two year period increasing about 17% above the base year of 1987-88 is reasonably comparable, though more substantial data is lacking to absolutely confirm this judgment.

XVIII. CHANGES PROPOSED IN ARTICLE VII - WORKING CONDITIONS. The parties are proposing changes in Article VII - WORKING CONDITIONS. These changes shall be considered item by item.

A. Article VII, Section A. Activity Supervision. Paragraph 1. In the previous agreement teachers in grades 9-12 were paid \$500 per semester for each class over six. BEA in its offer first equates six teaching periods and five teaching periods plus up to two non-teaching periods which are to

be compensated the same. It then says that each teaching period above six shall be paid \$800 a semester. It also adds that compensation for less than full-time positions shall be determined as a proportion of the teaching load of six periods. The District in its current offer proposes that teachers in grades 5-12 who are assigned more than six classes per semester be paid \$500 per semester. The Board adds supervisory assignments as a non-teaching assignment along with homeroom and study hall assignments which were described in the previous agreement.

1) A. Three matters have to be considered in this proposal to change Article VII, A, 1. The first is the rate at which to pay for an overload, either to keep the rate of \$500 per semester or \$1,000 per school year, or to change to \$800 per semester, or \$1,600 per school year. BEA states that there has not been a change in the \$500 rate since 1983-84. Further, only one teacher in the last budget period had such an overload, so the proposal will not be costly to the District. The District states that there is no justification for the change and besides only a few districts pay for overload. BEA Exhibits in the 85 series shows that the district of Albany pays a percentage of the BA base, which percentage BEA says is 7%. Argyle pays 2.5% per semester. Black Hawk pays 7%. None of the other districts have contract language or this situation.

Discussion. In the case of the Barneveld offers, the BEA offer of \$1,600 per year for an overload would come to a 9.7% increase on the BA base for 1988-89, and the District offer would come to 5.9%. From the standpoint of comparability in a group of districts where only a few have contract clauses for overload payment and where the top rate is 7%, the District offer is the most comparable one on this feature in the contract.

2) The second matter concerns definition of a workload. The previous agreement states only that teachers in grades 9-12 assigned more than six classes per semester will be paid for an overload where study halls and homeroom assignments are not considered classes. BEA proposes that a workload which makes a teacher eligible for compensation under the salary schedule would be either six teaching periods or five teaching periods plus two non-teaching periods. However overload pay is provided only beyond the sixth teaching period. BEA rejects the District contention that this would be hard to understand and to administer or result in more teachers being paid overload pay. A review of current schedules shows that the District could make assignments without encountering the costs of overload. The District on its part asserts that this proposal would be hard to administer and would result in a lessening of the workload.

The District says it cannot equate six teaching periods with five teaching periods and two non-teaching periods, because teacher's workload, effort, and quality of instruction imparted to the students will be less. BEA rejects this contention.

For comparison purposes, Albany does not address the workday for full-time teachers, but says that the day for part-time teachers is based on a seven period day. Argyle defines an eight hour workday with six classes, one study hall and one preparation period. Indirectly the Belleville contract

implies a teaching load of six classes. In Black Hawk where there is an eight hour day, the load is six classes, one study hall and one preparation period. Where there is a seven hour day, the workload is five classes, one study hall and one preparation period. In Juda only the eight hour day is defined and provision is made for a 40 minute preparation period. In Pecatonica the workload is defined as six classes, two preparation periods and a homeroom; or five classes, two study halls, one preparation period and homeroom.

Discussion. Viewing the comparisons, the arbitrator is of the opinion that the District offer is more comparable to the prevailing pattern of defining six classes as the basic workload. The addition by the District to the past language of the contract of the words "supervisory assignment" is unclear to the arbitrator as to what is intended here. It is a concern of BEA that a preparation period could be taken away. However as matters stand in comparisons, the District offer is the more comparable to the patterns which appear in the comparable districts.

3) As to the matter of compensation for part-time positions, BEA is proposing that compensation for less than full-time positions be paid as a proportion of the normal teaching load of six hours. BEA states that it is trying to standardize the payment for part-time teachers and it contends that its proposal is the more reasonable and conforms to the pattern in the SLL districts.

The District proposal is to add a new section, Article VII, D, in which the compensation for part-time employees is based on an eight hour day. The District argues that the school day in essence is more than six teaching periods and the whole day should be considered.

In the comparable districts, Albany bases part-time employment on a seven hour day. Argyle after defining the normal workday of 6-1-1 states that part-time teachers shall be provided with a preparation period proportional to their employment. Juda provides that the normal school day for part-time teachers shall consist of that administratively assigned part of the day or week deemed needed and agreed to with the teachers. Part-time teachers' salaries are determined by the percent of teaching service, study hall service and preparatory time assigned as compared to full-time teachers. Pecatonica defines the full load in terms of periods, and pays proportionately.

Discussion. The record is deficient for making an easy judgment on which offer is the most comparable. Some comparable districts do not have contractual clauses for part-time work. Those clauses that exist are not uniform except that one concept seems to underlie them, namely that part-time teachers will also get some preparation time. The District offer uses the eight hour day as a base, and this would be reasonable if there was provision for preparation time for part-time teachers in proportion to their hours of employment. Since this feature is not mentioned, the arbitrator is of the opinion that the BEA offer is more reasonable, because it would more adequately compensate a part-time teacher for whom no paid preparation time was available.

Now as for the grouped changes in Article VII, Section A, the District offer on the whole nevertheless meets more of the tests of comparability than does the BEA offer.

B. Article VII, Section A, Activity Supervision, Paragraph 2. The previous contract provided that teachers in grades K-8 were paid \$100 per child for each child over 27 in their primary class assignments. BEA proposes to change this by having teachers in K-5 paid \$110 for each child over 26. The District offer keeps the former payment of \$100 for each child over 27 but applies the rule to teachers in grades K-5.

BEA states that its overload pay increase would amount to only an annual average increase of 5% for the two years. It is possible that the District would have to pay something additional as a reduction of the class size from 27 to 26 students. Since there are only nine elementary school teachers, the cost of reducing class size by one student would come only to \$90, but possibly more if the kindergarten class increases in the next year; but the cost in any event is minimal. The BEA considers its offer reasonable.

The District objects to the dollar increase as being one of 10%, and more importantly it objects to the reduction in the class size. This proposal is an emotional one, because it is critical to both sides. It goes to the basic philosophies of both sides and should not be made without justification. The BEA proposal here is an example of change being made for the sake of change.

Discussion. Only one other SLL district has a contractual provision on this subject. The district is Black Hawk where the class size is 25. While the arbitrator on the proposed changes in Section VII, A, 2 believes that the \$10 above the \$100 present rate for each pupil more than 27 is reasonable enough, yet the more basic problem is that of class size and overload. Here there are no preponderant comparables by which to judge the BEA offer, and lacking a rationale of comparisons for making the change, the change should not be made. Hence on the matter of changes proposed for Article VII, A, 2, the District offer prevails.

C. Article VII, Section A, Paragraphs 3 and 4. The parties are both proposing to delete paragraph 4 in the former contract, and in Article 3 their offers are substantially the same in having overloads as determined under Article VII, A, 1 apply only to teachers who are not teaching music, physical education or art, and are teaching in grades K-5 and 6-12, but only if they have four or more courses in grades 6-12. The changes proposed are essentially the same with some language differences in paragraph 3.

D. Article VII, Section A, Paragraph 5. BEA is proposing a change in this paragraph by stating that music, physical education, and art teachers who are assigned from 25 to 30 teaching periods a week shall be paid according to the salary schedule in the Appendix. Any additional period above 30 shall be paid \$160 per semester. Compensation for less than full-time teaching is to be determined as a proportion of 30 periods.

The District is seeking to retain the past language which considers 30 face-to-face periods a full-time load. For each period above 30, \$100 is to be paid per semester. Individual instruction does not qualify for overload payment.

Music, physical education and art teachers are sometimes called "special" teachers and that term will be used here. BEA states that the reason it is calling for a reduction of the normal load of special teachers from 30 to 25 is that the District decided to reduce the number of class periods in the 9-12 level from 9 to 8 and thus eliminated 5 periods in 1988-89. It holds that it would not be equitable or reasonable to cut the pay of special teachers from full-time to part-time because of this reduction of the number of teaching periods.

As to the reason for the increase from \$100 to \$160, this proposal parallels the BEA offer of a raise from \$500 to \$800 for high school teachers teaching five classes a week. BEA notes that its proposal for part-time pay creates a uniform method of calculating it. The calculation would be based on the maximum load of 30 hours, but would be used only when a teacher fell below 25 hours. BEA says this proposal is needed as a matter of equity. BEA contends that the District is feigning confusion about how to implement this proposal.

The District states that why the changes are being proposed was not made clear at the hearing, nor are they in comparable agreements. The District opposes a 60% jump in pay for the special teachers in an overload matter, saying there is no justification for this or proof to support it. The District also says that BEA proposals relating to 30 hours a week and 25 hours as both being full-time loads raise the question as to whether the proposal also may be read as considering teachers teaching 25 hours as part-time teachers. There are too many questions as to this proposal to have it considered valid. Further the need for working out how part-time teachers are to be paid is a critical issue, and the BEA proposal raises more questions than it answers. The District further states that this is another proposal for which it receives no quid pro quo, and arbitral authorities reject such proposed changes where there is no quid pro quo.

Discussion. As to the use of comparability here, only the Black Hawk agreement which was placed in evidence deals with the workload of special teachers, and in this case the clause deals only with a class load of 25 students and not with teaching periods. In studying the proposal of BEA and the position of the District, the arbitrator is of the opinion that the District changed the status quo for special teachers by reducing the class periods available to them and that the BEA offer is reasonable in reducing what is described as full-time to a minimum of 25 hours. The arbitrator also is of the opinion that the BEA proposed language that a 25 period minimum be paid for full-time work, and that part-time work is to be based on a proportion of periods in relation to a 30 period workload if the assignments are less than 25 periods per week, would present little difficulty in application. The proposed 60% wage increase however is not sustained by any comparables. Of these two proposals, contrary as to their merits for the BEA offer, the weightiest matter is not that of the wage proposal, but of the proposal on what constitutes

full-time work. Here the arbitrator believes that the BEA offer is the most reasonable and equitable in light of the change in number of class periods available.

E. Article VII, Section F, Staff Reduction - Recall. BEA is proposing that laid off teachers should have a right to recall through a 28 month period. Such laid off teachers are to have a priority on any opening, and call back shall be in reverse order of layoff. Teachers have ten days to respond to a registered letter of recall. A full-time employee on layoff can refuse offers of part-time, temporary or substitute employment, and if such a person does accept such appointment, the employee is not to lose the right to a full-time position. The District is not to make new appointments if laid off employees are available and certified for a vacancy.

BEA is also proposing in a paragraph that laid off teachers shall be able to participate in group insurance if they pay the premium. Also, upon recall teachers are not to lose accrued sick leave or seniority, which benefits do not accrue, however on layoff. Laid off employees may secure other employment. In addition, full-time employees on partial layoff are to retain full seniority, sick leave and other rights and privileges, except salary and retirement contributions which are to be pro-rated.

The District is holding to the provision of the previous agreement which is as follows:

"If the teaching staff is decreased in any grade or department, the teacher with the least number of consecutive years of employment in the Barneveld School System, who is a member of the grade or department being reduced, shall be eliminated first. If a full time position is reduced to less than full time, the teacher with the least number of consecutive years of employment in the Barneveld School System, who is a member of the grade or department being reduced, shall be reduced in time."

BEA accepts this paragraph but adds its language on recall. It holds that recall is a fundamental concept where an employee is laid off under a non-disciplinary reduction of staff. Absent such a provision, the District could use layoff to circumvent non-renewal, discipline and discharge provisions. BEA's provision of 28 months' recall rights gives an assurance of three years of recall right which, though unlike 24 month recall rights provisions, is nevertheless reasonable. BEA says that all the other features of its recall proposal are reasonable. BEA argues that its recall provision is supported by the contract language in other SLL districts, and it says that its benefits proposal is reasonable and will not unduly burden the Employer.

The District on its part notes that the first sentence of the previous language has remained in the contract since the initial contract between the parties of 1972-74. In the 1982-83 contract the second sentence was added.

The District says that though the claim of BEA is that it is simply adding a recall and benefits provisions, matters are not that simple. Provisions of this type should be bargained where trade-offs can be made such as in full reductions or in partial reductions, or in grade levels or departmental levels, or in seniority, or qualifications, or a combination of both. Parties should bargain this type of a clause so accommodations can be reached. Here the BEA proposal provides no quid pro quo for the District, and the way it has approached this issue should concern the arbitrator.

As to specific merits of the proposals, the District states that the 28 month provisions for recall has no comparable feature in the SLL district. In fact, in the SLL districts there is no uniform practice. The District also states that the provision of recall in reverse order creates internal problems. The provision does not differentiate between being recalled to a full-time position and being restored to the hours worked. Difficulties would occur if there were two people with the same seniority where one is partially laid off and the other on full layoff.

The District finds the response proposal of BEA for a laid off teacher, though on its face not unreasonable, does not go to the extent of being reasonable when viewed in the light of the comparables.

As to the benefits proposal, there are also problems which the District sees, such as what does the District do if the laid off employee does not pay an insurance premium. This is the kind of matter that should be discussed by the parties which is not shown in the bargaining history. Also the type of insurance proposal is not shown as comparable in the SLL districts.

The District holds that the proposal of BEA that full-time teachers when partially laid off should accrue full seniority and full sick leave is a matter of great concern as a substantive proposal. Under the BEA proposal a full-time teacher when reduced would get full benefits, but a newly hired part-time employee would only get pro-rated benefits, a dual and unfair classification system.

The District also asks why an employee reduced in hours should get full benefits. The District receives no quid pro quo for this arrangement. Other SLL districts have separated out reduction and hours from the layoff clause.

Discussion. Initially two matters need to be addressed here. The first is whether a proposal to introduce a recall provision into the Barneveld contract is justified on the grounds of comparability. The second is that if it is, is the BEA proposal so wide of comparability on individual provisions that it should not be considered for inclusion. Two charts are helpful here. The first deals with general provisions in comparable districts and the second with benefits for laid off or reduced teachers.

Recall Provisions in SLL Districts Summarized

Albany	Recall, 14 days response. Rights to 24 months. Reduction of hours provision.
Argyle	Recall. Recall rights: lesser of either three years or employment in district.
Belleville	Recall. 14 days response. Rights to 24 months.
Black Hawk	Recall. 10 to 15 days response. Rights to 3 years.
Juda	Recall. 14 days response. Rights to 24 months.
Monticello	Recall. 30 days response. Right to return not to exceed time of employment with district.
New Glarus	Recall.
Pecatonica	Recall. 14 days response. Rights to 2 years.

Benefits to Laid off or Reduced Employees

Albany	No provisions.
Argyle	Insurance paid for by laid off employee up to 2 years.
Belleville	Accrued seniority on re-hire.
Black Hawk	Insurance paid by laid off employee; failure to pay ends benefits. Accrued seniority and sick leave on re-hire.
Juda	Insurance paid by laid off employee. Accrued seniority and sick leave on re-hire.
Monticello	No provisions.
New Glarus	Accrued seniority on re-hire.
Pecatonica	Special clause on benefits includes insurance paid by laid off employee, failure to pay ends benefits, accrued seniority and sick leave on re-hire, reduced part-time employees have rights and benefits of full-time employees except for salary.

From the first chart the evidence is clear that a recall provision in Barneveld meets the test of comparability in its existence and in its terms of notice, but does not fit the mode of recall rights which is 24 months. However the 28 month recall right proposed by BEA is not outside the pattern of other districts which provide a three year recall right. Comparability supports a recall provision in the Barneveld agreement.

The second matter is whether the benefits features of the BEA provision in Barneveld are also comparable. In the benefits of participating in the insurance program on payment by the laid off employee and the retention of accrued seniority and for the re-hired employee sick leave, the arbitrator is of the opinion that enough SLL districts have these provisions so that the BEA proposal is not an excessive one in these benefits. The BEA proposal to have partially reduced employees have all the benefits of full-time employees except salary and retirement benefits is not found except in Pecatonica. The question then arises as to whether this one feature is of sufficient gravity to have the BEA proposal on recall rejected, though it is comparable in other major respects. It is the opinion of the arbitrator that this latter feature is not sufficiently significant to outweigh the general comparability of the BEA proposal to have a recall provision in the new agreement.

All this is not to ignore the caveat of the District that some features of this BEA proposal may present some difficulties of interpretation as incidents arise in the future; but such is the nature of agreements where all possible developments cannot be foreseen in the interpretation of them. The arbitrator is of the opinion that the general concept of a recall provision in the Barneveld agreement is justified by comparability, and the provisions of the BEA proposal appear to be generally reasonable.

The District in its arguments implies that this provision was not bargained, whether properly or fully. However the existence of a proposal in Article VII, F of the agreement is indicated in the early bargaining notes of the parties, so the BEA proposal does not appear to have been a surprise item in bargaining process which would merit its rejection.

XIX. CHANGES IN ARTICLE III - NEGOTIATION PROCEDURE. BEA is proposing to delete Sections G and I, Article III - Negotiation Procedure of the contract. The District proposes to retain them. The sections are as follows:

"G. In the event of an impasse, and prior to binding arbitration/mediation, the Association shall bring three (3) additional members and meet with the full Board for a final attempted settlement session. Any tentative agreements are void without final settlement. Anything offered or settled cannot be referred to in mediation/binding arbitration.

* * * * *

"I. The Association shall notify the School Board via the School District Administrator each year as to which professional Teacher's Association they are affiliated with or have membership in. This shall include any or all levels of affiliation including National, State, Regional or any or all not specified herein. Notification of such membership shall be made by December 1 of each school year. If a membership develops after December 1, the Association shall notify at the time this takes place until the school year is concluded."

BEA holds that both of these sections are unnecessary. As to Section G, BEA holds that this section provides for an unnecessary step in negotiations, and the statutory provisions in Section 111.70 are sufficient. At the time of the last negotiation, there was only a brief meeting under this section and no new proposals were forthcoming. Section I serves no useful purpose; it is confusing and has the potential for future disputes.

The District states that the provision in Section G or something similar to it has been in existence in the agreement since 1972-74 and the present two sections have been in since 1979-80 agreement. No hard evidence has been put into evidence why these provisions of Sections G and I should be deleted. Although there is no comparable language in any of the SLL district agreements, that is not a reason to delete the provisions here, since the parties for some reason negotiated the provisions in the past. The District cites arbitral authority for retaining such types of provisions even if there are no comparable ones.

The District states that the fact that in the immediate past that Section G did not result in an agreement does not invalidate it for the Section only prescribes a procedure and not a result.

Discussion. As to the provision of Section G which requires an extra step in the negotiating process, although it did not produce reported results in any bargaining process, the provision does not seem onerous. One last meeting at an impasse between the parties with expanded bargaining committees could prove helpful at some time. The arbitrator therefore believes that it is reasonable to keep it in at least for the instant agreement here.

As to Section I, this provision, while mandating what otherwise might be courtesy on the part of BEA to inform the District of its affiliations, could be the source of future disputes as to whether the terms were met by BEA and therefore some penalty should attach to BEA for failure to meet the terms of information. This provision also has no comparables, and this fact, if the proposed change stood by itself, would justify its removal from Article III. However the weightier proposition in the changes proposed in Article III here is the deletion of Section G, in which change the arbitrator holds that the District position of retaining it is the more reasonable position. The conclusion then is that the District offer opposing changes in Article III is on the whole the more reasonable one.

XX. CHANGES IN ARTICLE VI - GRIEVANCE PROCEDURE. BEA is proposing to add a new subsection to Article VI - Grievance Procedure, Section D, Initiating and Processing, Subsection 4, Binding Arbitration. The text of this provision is given in the final offer of BEA incorporated here under Section IV of this text. The previous agreement provided that a grievance could be appealed to the Board of the District which would conduct a hearing at which representatives of the grievant can speak on the grievant's behalf. The last provision of this procedure is a step found in Section D, 3, c, which says,

"The Board shall give a written final answer within five (5) school days after the regular or special meeting at which the grievance was scheduled for consideration in compliance with (b) above."

BEA Exhibits 82, 83 and 89 were documents on the Board's decision to non-renew teachers which were grieved by BEA. It was the testimony in the hearing of the District administrator that none of the non-renewed teachers was reinstated but that settlements were reached. BEA Exhibit 81 was a series of documents relating to a filing by BEA of a prohibited practice complaint with the WERC in regard to one of the non-renewed teachers. This complaint was later settled between the parties and therefore dismissed by WERC.

BEA Exhibit 80 was excerpts from the contracts of SLL districts on binding arbitration. The districts of Albany, Argyle, Belleville, Black Hawk, Juda, Monticello and Pecatonica have provision for binding arbitration. New Glarus does not. In Black Hawk, a panel of arbitrators is provided for; in Juda, a WERC Commissioner or a WERC staff person becomes the arbitrator.

BEA argues that its provisions for binding arbitration are similar to SLL district provisions, and it would not be more burdensome for Barneveld than in any of the other districts. BEA says that its provision is necessary and notes the grievances it has filed in the past. It says that the provision it has proposed will provide for a speedier and less costly method of settling disputes than using the statutory remedy. BEA cites three arbitrators who have supported the inclusion of a binding arbitration provision in a contract where comparables support it.

The District notes that since the 1972-74 agreement between the parties, the parties have seen fit to have a grievance procedure which did not include binding arbitration. Changes were made in the original provision however in 1976-77 and in 1982-83. When the parties thought a change was needed, they were mutually able to agree on it. Also under the previous terms BEA still has a right to statutory relief through the WERC. In fact, BEA has used WERC to obtain relief.

The District argues that the BEA exhibits on grievances do not support the BEA contention that the present procedure has failed. In the case of the non-renewals they were all settled by mutual agreement. The District cites arbitral authority that where there are few grievances and most were settled before use of the statutory provisions, there is no reason to put a binding arbitration clause in the agreement. Just the evidence of comparables alone together with a few grievances is not enough to meet the burden of proof for a change.

The District points out also in this case that there is no quid pro quo for the District in the BEA offer. BEA offers no modifying factor which might be an inducement for the District to make a change. If this offer of BEA was for an initial contract, there might be compelling reasons; but in light of the 17 years of experience under the present provisions there is no compelling reason to make the change.

Discussion. The question as to whether the change proposed by BEA more nearly meets the statutory standards of comparability among the SLL districts must be answered in the affirmative. Whether the change should be made in the new agreement because the earlier one has worked well needs to be addressed. It is the opinion of the arbitrator that it probably has not worked well even though recent grievances were settled, otherwise the BEA would not have

proposed change. Obviously employees feel that the present situation where the final authority rests with the District Board unless the employee or the Association wants to go to the expense and trouble of filing a prohibited practices complaint is not in their interest, for whatever reasons they may have.

As to whether the addition of such a provision to the agreement might not also be giving the District a quid pro quo, the addition might be seen as helping the District avoid a continual challenge before the WERC on complaints of prohibited practice. On the other hand, the addition of such a provision might also lead to more grievances being filed and taken to arbitration. Such matters are matters of speculation only, and the arbitrator believes he is confined then to judging the BEA proposal on the basis of its comparability. The evidence is that the BEA offer meets the statutory standard of comparability in working conditions more closely than the District position.

XXI. OTHER WORKING CONDITIONS - ARTICLE XII - PROBATION. BEA is proposing substantive changes in the Article XII - Probation as in the previous contract. The language of the BEA offer is found in Section IV of this proceedings and will not be given here. The language of the 1987-88 agreement is given here:

ARTICLE XII PROBATION

A. A two year probationary period applies to teachers without teacher experience and one year probationary period applies to teachers with teaching experience prior to Barneveld.

B. A teacher whose teaching performance is determined to be unsatisfactory and who has not made sufficient progress toward improving said performance may be placed on probation by the Board for the ensuing school year. Such probationary status may include:

1. With-holding of annual increment.
2. Notice that failure to correct stated deficiencies will be considered as cause for non-renewal at the end of the probationary contract.

When a teacher is placed on probation, the District Administrator will:

3. Notify the teacher in writing by March 15th of the Board's reasons for issuing of a probationary contract.
4. Send a copy of the probationary notice to the Association.

A teacher whose teaching contract is to be renewed following a probationary contract shall be placed on the appropriate step of salary schedule as if the increment has not been withheld.

The Board may terminate the probationary status during the school year and grant the regular increment.

The with-holding of an increment shall not be interpreted to deprive the teacher of a salary schedule increase at the attained experience level, nor shall it prevent horizontal movement on the schedule.

C. 1. When the condition or situation warrants, the District Administrator may suspend a staff member without pay pending action by the Board. Action by the Board will take place within 10 calendar days of the suspension (payment will be made to the teacher if the suspension was in error or the Board fails to take action within the 10 day period).

2. Because such action could only follow a most serious situation, the District Administrator shall file written charges with the Board and shall forward copies to the suspended staff member and the Association.

3. The Board shall schedule a hearing to act upon the charges. Said hearing shall satisfy the necessary legal requirements and such disciplinary action shall be subject to review under the provisions of the grievance procedure.

D. A teacher may be suspended for up to three (3) days, without pay, for delinquencies or infraction of rules, providing that they have received at least two (2) prior written warnings and have been given an opportunity to correct the delinquency or rule infraction.

The BEA offer changes the title of Article XII to EMPLOYEE DISCIPLINE AND NON-RENEWAL. It revises the probationary language to provide a two-year probationary period for all newly hired staff beginning in 1989-90, and adds a "just cause" standard for non-renewal of non-probationary staff. It also deletes the former Sections C and D and adds a new Section C with a "Just Cause" standard for discipline.

BEA agrees that it is reasonable for new employees to serve a probationary period of two years and that the District can decide not to renew using only the statutory standards. However for an employee who has successfully completed the probationary period, it is also reasonable for the employer to show just cause for non-renewal. Though the District may argue that a cause standard for non-renewal was negotiated out of the agreement in 1982-83, yet relationships between the parties have changed over time, and needs and desires of the parties change.

BEA cites the non-renewal of Teacher Ronald Kostichka as a case where the teacher was non-renewed without a just cause provision and relegated to the status of a newly hired employee with only statutory protection from non-renewal. BEA acknowledges representing the grievant and negotiating a settlement because without a just cause provision that settlement was the most reasonable course to follow.

Without a just cause provision in the agreement, it can never be known whether the District had sufficient cause for non-renewal.

BEA states that the just cause provision is supported by the existence of such a provision in seven SLL districts and cites arbitral authority which supported the application of the comparability standard in such an issue.

BEA argues that a just cause provision for discharge, suspension, or other discipline is reasonable even for probationary employees. It notes that discharge of a teacher can occur at any time during the year, and if this occurs at mid-year, it deprives the teacher of income and makes future hiring more difficult, especially for probationary teachers. BEA's proposal does not provide probationary teachers just cause protection from non-renewal, so it is particularly important that they be provided just cause protection in discharge, suspension without pay, or other discipline. For non-probationary employees who have provided at least two years of service the employer should be required to show just cause.

BEA argues that its other proposals are reasonable. The two year probationary period for all newly hired teachers whether with experience or not is a quid pro quo offered after a dispute between the parties over the non-renewal of a teacher who had previous experience and had his contract renewed after his first year and then was not renewed.

BEA in another quid pro quo is offering a provision which allows the District to withhold from a teacher at the top of a salary lane, an amount equivalent to an increment. BEA's offer allows the District to non-renew a teacher without first placing the teacher on probation, and the District does not have to reimburse a renewed teacher for money which was withheld during the probationary period.

BEA argues that its elimination of Sections C and D is reasonable in view of its proposal for a just cause standard. It also argues that Sections C and D are in conflict. In Section C, the District administrator can suspend a teacher for up to ten days. In Section D, suspensions can be for three days without pay. These differences have a potential for litigation.

The District argues in effect that the current language in Article XII - Probation was bargained over a long period of time and should not be disturbed.

Section B of the current Article XII was in the agreement since the initial contract in an evaluation clause and Sections C and D in the current contract were in a discipline clause. A Section E of the original contract with language on good cause for termination is no longer in the current contract.

In the second contract between the parties, language on a two year probationary period for teachers without previous experience, and a one year probationary period with prior experience were negotiated. In 1982-83 the parties renamed the discipline procedure, "Probation", and placed Section B from the evaluation clause into the Probation clause. Other changes were made, but the big change was the deletion of Section E, the good cause language. This language was bargained out of the agreement, with one of the bargaining representatives being a recognized union. The District also cites arbitral authority to the effect that where the parties have made a bargain, the parties should not be relieved of their obligations under it without good reason.

The District acknowledges that there were non-renewals. In one case a prohibited practice complaint was filed, but it was settled. BEA cannot now make a case that the non-renewed employees were badly treated or not renewed without a rational basis. BEA cannot make a case because it never processed a complaint through the proceedings available to it under the statutes.

The District also argues that the comparables do not support the BEA position either as to length of probationary period or access to a grievance procedure.

The District also argues that there is no reason for changing Paragraph B as BEA proposes. It has been in the agreement since the first agreement, and the language does not need changing. Also BEA deprives its members of benefits they currently have, in a matter of increments withheld. The District has not asked for these changes as a quid pro quo for itself.

The District argues that Sections C and D offer procedural protections to the employees greater than the BEA proposal which eliminates them, because under C and D the procedural steps the Board must go through are greater than under the BEA offer.

The District argues that BEA has not shown an abuse of the current language by the District. The fact that the good cause provision was taken out of the agreement in 1982-83 shows the BEA had faith in the District Board.

The District says that BEA is giving the wrong impression that a teacher discharged during the school year or a probationary teacher who is discharged has no protection. It cites the Wisconsin Supreme Court in Millar v. Joint School District No. 2, 2 Wis. 2d 303 (1958) to the effect that a school board must have "good and sufficient cause" to dismiss a teacher before expiry of term of service. The District holds that the Court has not distinguished between a probationary and non-probationary employee in this regard, although the court in Mack v. Joint School District No. 3, etc., 604 N.W. 2d 604, 92 Wis. 2d 476 (1979) did distinguish between discharge and non-renewal.

The District also argues that while the proposal to add a statement on discharge does not give a teacher any more substantive rights, the discharge standard leads to potentially more litigation. The District holds that this standard plus an arbitration clause merely adds one further step in the process, because a party has recourse to the court system. The District cites the U.S. Supreme Court decision in Alexander v. Gardner - Denver CO. 415 U.S. 36 (1974) where the Court held that federal courts do not have to defer to an arbitrator's decision. This conclusion has been reinforced by other, later court decisions.

Discussion. The matter first to be addressed is whether a "just clause" provision is to be included in the contract. A review of the existence of a just clause provision in seven of the SLL district contracts certainly indicates that the BEA proposal for the inclusion of a just cause statement in the agreement meets the test of comparability for the concept.

However the BEA offer goes beyond introducing a just clause provision and substantially alters the past provisions of Article XII. The changes go to eliminating two clauses of procedure of some antiquity and altering other provisions as described earlier here in the recounting of the provisions of the parties. The proposed changes of BEA in Sections A and B make clearer a distinction between teachers on probation after initial hire and non-probationary teachers who are later placed on probation.

On the other hand, the deletion of what must be considered certain existing benefits for teachers such as a one year probation for teachers with experience who are initially hired, no deduction from salary of teachers who are on the top of a salary lane if placed on probation and certain procedural rights embodied in Sections C and D of the past contract, seem sufficiently important in their gravity to outweigh the comparability of a just cause provision which is accompanied by their deletion. The arbitrator is of the opinion that the District position of retaining the present provisions of Article XII is more reasonable even if the present Article as labelled with the word "Probation" is largely related to discipline.

Also the current Article XII does not bar directly a grievance based on just cause, nor does it presume that the Board of the District may act in an arbitrary or capricious manner in non-renewing or disciplining.

XXII. CHANGES IN ARTICLE XVIII - FAIR SHARE. The previous Article XVIII - FAIR SHARE is as follows:

"All certified staff hired for the 1981-83 year, and all following school years, will be required to pay their fair share in the Association. (Staff exempt 9/1/81 retain the right not to pay fair share.)

"Membership in the Association is voluntary. Teachers have the right to join, refrain from joining, maintain or drop their membership in the Association as the teacher so desires.

"The Association shall indemnify and save harmless the Board and/or its agents against any and all claims, demands, suits, orders, judgements, or other forms of liability that shall arise out of, or be reason of, action taken or not taken by the Board in good faith.

"All collection, rebate and payments of Fair Share amounts will be the sole responsibility of the Association. The School Board will not at any time be responsible for collection or payroll deductions for the Fair Share amount. At no time will there be any cost to the District as a result of the Fair Share agreement."

BEA is proposing to change this by including the language in its offer which is shown in Section IV of this award.

BEA holds that the present language does not conform to the provisions of Section 111.70 (1) (f) which state that a fair share agreement shall contain a provision requiring the employer to deduct the amount of dues as certified by the labor organization from the earnings of the employees affected by the agreement and send the amount to the labor organization. BEA states that its offer would provide for fair share deductions by the District in accordance with the statutes and the District would continue a provision that is contrary to the statute.

BEA also contends that its proposal provides reasonable safeguards for the employees. Employees not in the union will not have more deducted from their earnings than is allowed by law, the employer is not subject to undue burden in making the deduction, and is held harmless from legal action. BEA says that in these provisions its offer is comparable to those in seven of eight SLL districts.

BEA says that the mechanism prescribed for deduction of fair share payments can also be used for dues deductions. The statute does not require an employer to provide for such deductions for union members, but the proposal of BEA will not impose a substantially greater burden upon the Board. BEA has legal responsibilities as the bargaining representative and to meet its responsibilities, and it must be able to collect dues from members in a timely and efficient manner. Payroll deduction is the most efficient way, and it is the way used in four SLL districts.

BEA contends that a recent action by the Board of the District has made it necessary to have the dues deduction provisions. Formerly the Board had been directly depositing employees' pay in the Barneveld State Bank. This bank and BEA had an arrangement where the membership dues were deducted from the pay of BEA members who authorized it, and the bank placed the money in a BEA account.

The Board on its own offered an option for employees to designate a reference as whether they wanted the checks given to individual employees, wanted them deposited at the bank or wanted an option of these two choices. Although the lowest percentage of employees selected the direct payment to employees, the District chose it as the method of payment and thus, according to BEA, it ended BEA's ability to provide for payroll deduction of membership dues. The BEA treasurer must collect these dues personally from each member each pay period. The deliberate action of the Board to change the payroll system demonstrated a disregard for the desires of the majority of the employees. The Board actions have made the dues deduction provision more necessary.

The District objects to the BEA proposal. The current provision of fair share has been in the agreement in some form since 1981-82, and the present language has been in since 1983-84. The District says that when the parties have wished to bargain a modification of fair share, they have done so, but at this point the Board of the District has no desire to reach an agreement with the Association regarding fair share. The test of the value of a proposal is whether it is acceptable in light of the entire agreement.

The District says that the argument of the Association about the effect of the changing of the method of payment is "hindsight justification". BEA did not have that reason in mind when it made the proposal. The Association treasurer testified that the changes have not yet caused a problem, and she did not go to the school to see how the money could otherwise be collected. Under the contract the District was not obligated to collect payroll deduction for the Association or fair share. The District did not contravene its contractual obligation when it changed its method of payment. Moreover the Association did not grieve the change. The Association was on notice that there would be a change, and it could have objected, but it is not on record of having done so. The fact that it might be harder for the Association to collect dues does not justify the changes proposed by the Association.

Discussion. In this matter there are two major aspects of the BEA proposal to consider. The first is the aspect of District deduction of fair share costs. The second is whether the District should deduct union dues from union members and remit the sums to the union.

In the first matter the BEA offer is comparable to what exists in seven of the SLL districts. The districts collect the fair share contribution. As to the second matter, four of the districts collect union dues; in one case the district deducts only if the union member asks for such a deduction.

In the second matter, that of the District collecting union dues, the arbitrator is of the opinion BEA does not have sufficient comparability to justify this aspect of its proposal if considered on its own. When the District changed its payroll system, it was acting within its contractual right. However in the former matter BEA has a very strong claim to comparability both in the essential concept and in the details of its offer. The arbitrator is of the opinion then that the criterion of comparability on the whole favors the BEA proposal.

XXIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS. BEA presented a series of exhibits supporting its contentions that the District has the ability to meet the cost of its offers and that economic conditions are also favorable. The following Table is derived from BEA Exhibits 52 to 55.

TABLE XIX - ASPECTS OF ACTUAL AND PROJECTED BUDGETS OF BARNEVELD, 1986-87 TO 1988-89

	1986-87 <u>Actual</u>	1987-88 <u>Projected</u>	1987-88 <u>Actual</u>	1988-89 <u>Projected</u>
Fund Balance,				
Beginning July 1	\$1,310,084	\$1,198,899	\$1,198,879	\$1,119,727
End June 30 Next	1,198,899	920,541	1,119,727	841,535
Property Tax	656,758	646,200	646,200	715,900
State Aids	353,863	513,180	570,586	617,866
Federal Aids	14,632	15,198	18,287	17,119
Total Revenues	1,141,854	1,243,165	1,327,406	1,413,903
Total Expenditures	1,253,039	1,521,523	1,406,578	1,692,095
Revenues Minus Exp.	-111,185	-278,358	-79,172	-278,192

Based on the actual figures for 1987-88 and the projections for 1988-89 BEA presented another analysis, which the arbitrator summarizes from BEA's Brief (30,37).

TABLE XX - DOLLAR AND PERCENTAGE INCREASE FOR 1988-89 PROJECTED BARNEVELD BUDGET AS COMPARED TO 1987-88 ACTUAL EXPENDITURES

<u>Item</u>	1987-88 <u>Actual</u>	1988-89 <u>Projected</u>	<u>\$ Inc.</u>	<u>% Inc.</u>
Total Expenditures	\$1,406,578	\$1,692,095	285,517	20.3
Undifferentiated				
curriculum salaries	220,493	262,738	42,245	19.2
Regular curriculum salaries	179,758	212,202	32,444	18.0
Vocational salaries			- 10,821	
Physical curriculum			8,259	
Early childhood salaries			1,723	21.0
Gifted & talented salary (new)			7,954	
Mentally retarded			9,943	
Hearing disabilities			2,730	
Total instruction costs	794,808	976,280	181,472	22.8
General administration salaries				20.0
Director of Business salaries				22.0
Operation salaries				29.0
Maintenance salaries				9+%
All pupil transportation service				32.0
Business administration			- 4,170	
Total support services			98,757	16.6

BEA notes that the cause of the projected budget increase for 1988-89 lies in the projected salaries increases of 20% or more, in contrast to the BEA's salary offer with an increase of \$50,000, or 8.87%. The projected budget will easily accommodate the BEA offer without a decrease in the fund balance of the District.

BEA also notes the state projected equalization aid for 1988-89 is \$604,344, \$23,544 more than projected by the District.

BEA also holds that the projected property tax increase of 11% shows that the Board is prepared to fund a much larger increase than is found in the BEA offer.

BEA Exhibits 57 and 58 carry the information that average income in the Barneveld area in 1985 was \$15,282 and in 1986 it was \$16,833, or an increase of 10.15%. In 1987 the average income was \$18,839, or an increase of 11.92%.

BEA Exhibit 59 was a table comparing changes in full value of property and the changes in the tax levy. A decline in Barneveld of full value from \$49,019,084 in 1984-85 to \$41,562,175 in 1988-89 represented a percentage decline of 15.2%. This decline was less than that which occurred in any other district except New Glarus where the decline was 15.1%. The largest decline, 41.2%, was in Black Hawk. During this period the tax levy income declined in Barneveld from \$926,000 to \$870,510, or a -6.0%.

The following table of comparison of SLL districts in certain aspects of 1980 census reports is given here, derived from BEA Exhibits 61-a to 61-f:

TABLE XXI - SELECTED ECONOMIC AND SOCIAL ASPECTS OF SLL DISTRICTS - 1980 CENSUS

<u>District</u>	<u>Employment %</u>		<u>% Poor</u>		<u>% Income, Self Employed</u>
	<u>Agri.</u>	<u>Manuf.</u>	<u>Persons</u>	<u>Families</u>	<u>Farm - Household</u>
Albany	25.0	24.9	11.1	8.0	13.3
Argyle	37.0	23.4	11.3	8.0	23.3
Barneveld	28.7	14.4	8.8	6.5	18.8
Belleville	20.2	16.2	6.9	5.3	10.3
Black Hawk	40.0	20.0	12.9	11.1	23.0
Juda	40.3	18.9	11.0	8.7	27.0
Monticello	30.8	21.1	12.6	9.2	18.0
New Glarus	21.2	16.0	9.6	7.2	13.4
Pecatonica	39.4	14.3	14.0	11.3	22.8

BEA notes that Barneveld is lower in percentage of those employed in agriculture than five other SLL districts; and with 18.8% of aggregate income from self-employed farm households, it is lower than four other districts. BEA Exhibits 62-64 showed that the unemployment rate in Iowa County, where Barneveld is, was 7.4% in November 1986, 7.4% in November 1987, and 4.5% in November 1988. Of the five counties of Grant, Green, Iowa, Lafayette, and Richland, Iowa County generally in this period was highest or second highest in unemployment.

BEA had a series of exhibits related to farming. BEA Exhibit 66 was a Wall Street Journal article of October 25, 1988, that farm land prices are rising to about 8% and 9%, and that farmers will be raising production by as much as 25% in the next year and there will be two or three years of a relatively stable farm economy. BEA Exhibit 67 showed that in 1987 there were 1,400 farms in Iowa County of 300 acres on average size. However the value of land and buildings has dropped in Wisconsin from \$1,084 per acre in 1980 to \$630 per acre in 1988.

BEA in its Exhibits 68 and 69 had information that disaster payments are available on 1988 crop losses, and funds are available for property tax relief to farmers under the Farmland Preservation program. The average farmland preservation credit in Iowa County in 1988 was \$1,482 or 39% of the property tax, with an average household income of \$25,401. Up to \$1,000 was available to farmers as a credit against income tax for certain farmers owning 35 acres or more with certain income requirements if 40% of the crops were lost.

BEA Exhibit 70 showed that Iowa County, with a total credit of \$1,596,225 to 1,077 claimants, averaging \$1,482, was the second highest county in the state in this respect. In 1987 under this program there were 1,077 claimants as in 1988, and these claimants represented 76.9% of all farmers. (BEA Ex. 71). 102% of the eligible acres in Iowa County were covered by agricultural zoning or preservation agreements. (BEA EX. 74).

BEA Exhibits 76 and 77 reported on rising prices received by farmers for milk, calves, soybeans and corn. BEA Exhibit 79 shows that in Iowa County in 1986 farm marketings brought in a total \$97,688,000.

BEA contends its exhibits show that the Barneveld district is in excellent financial condition, the local economy is strong and improving and both are going to be better in the future.

The District did not address the issue of the ability to pay, and its concern about whether it should pay what BEA's offer requires will be more fully addressed in the next section.

Discussion. The arbitrator is of the opinion that the District can meet the cost of the BEA offer, though it is speculation whether the District ending balance may decline by June 30, 1990.

The matter of the interest and welfare of the public will be further discussed in the next section.

XXIV. OTHER FACTORS - STATUS QUO AND PUBLIC INTEREST.

District Position Summarized. The District did not make argument on the inability of the District to meet the cost of either offer. Rather it focused on the issue of the number of changes from the status quo proposed by BEA and whether it is in the public interest to meet them, and also whether the stance of BEA is appropriate to collective bargaining with the number of demands.

The District notes that this is the first contract between the parties when an arbitration award will decide what is in the contract although third parties have helped in the past. Here BEA is proceeding as if it wants everything at once. The overall strategy of BEA is to change the status quo. In some cases BEA can make a plausible argument, but in others there is no rational basis. The question is why BEA is proposing to make massive changes in provisions, which though somewhat modified, have existed for a long time. Section 111.70 (4) (cm) 7 allows the arbitrator to consider other factors normally or traditionally taken into consideration in arbitration. Here the District says that the overall strategy of BEA should be considered as to whether it complies with the concept of free voluntary bargaining and whether if there was no collective bargaining, the parties would have voluntarily agreed to the changes proposed by BEA.

The District cites arbitral authority in cases where arbitrators have held against a moving party as not meeting the test of a uniform practice among comparables, or a compelling reason such as unfairness, unreasonableness, or contrary to the accepted practice, or as innovating some new benefit. Further arbitrators consider the motivations of the parties, the over-all bargaining climate, the nature of the offers and comparisons. Parties making a change must demonstrate the need for the change and must provide a quid pro quo, according to the District.

The District here as objected to changes in the status quo in negotiation procedures, in working conditions, in overload proposals, in teacher hours, in staff reductions, in probation, in fair share, and health insurance. The District has argued either that something new is introduced in the BEA proposals, or part of the BEA offer has no comparables, or that the District is offered no quid pro quo.

The District says that in this dispute the monetary package takes a back seat to the language changes proposed by BEA. BEA has attempted in one final offer to make all the changes they want instead of making them over a period of years with a quid pro quo for the District. BEA is placing the arbitrator in the position of forcing the arbitrator to put language items into the contract, and the arbitrator should reject that approach. The BEA demands are excessive.

BEA Position Summarized. BEA contends that its offer does not go too far and that there is quid pro quo for the Board in its offer. Although there is significant restructuring in the BEA proposals, this does not amount to a fundamental restructuring of past agreements. BEA has attempted to keep as much of the language and structure of the current agreement as possible while advocating the needs and desires of the members. BEA cites arbitral authority to support the concept that the perception of what is fair and equitable changes over time.

BEA contends it has looked at comparables and in large part has proposed modification to bring the agreement in line with comparables. BEA also has sought to show the need for changes.

In Barneveld, teachers have not been able to voluntarily negotiate provisions common to the vast majority of other teacher agreements, because the Board of the District has been unwilling to negotiate them. Barneveld teachers will have to wait for a just cause provision or grievance arbitration to 1990-91. BEA is not going too far in its requests. It cites arbitral authority to the effect that changes can be made where there is support in comparables and a need demonstrated.

Discussion and Opinion. One matter to be considered here is basically whether the BEA offer is against the public interest and welfare because of the number of changes it proposes from the previous contract. A review of Section 111.70 (4) (cm) 7 does not indicate any limit on the number of issues that can be stated in an offer of one of the parties in dispute over a contract settlement. In the experience of this arbitrator, some disputes in the early history of final and binding final offer arbitration had more issues than are presented here, though lately the number of issues tends to be more limited. The number of issues presented by one or the other of the parties should therefore not be a bar to consideration of an offer, if there is merit on the basis of comparability especially, for the issue to be presented. Some preliminary negotiations are more successful than others in eliminating issues.

The matter of preserving the status quo as a desirable factor in considering the character of an offer requires more weighing. It is desirable to maintain a stable relationship between parties, and an innovation proposed by one party where there are no comparables or no compelling needs particularly affecting the public interest is generally rejected and properly so. However where a proposed change by one party is well supported by comparables and general practice, then under the application of the principle of comparability, a change from the status quo can be in relation, of course, to other factors. In the issues here, the arbitrator has sought to apply this concept.

As to the matter of producing a quid pro quo from the moving party to the party maintaining a status quo, this of course would be desirable. In fact if each time a proposal was made, there was an adequate quid pro quo, it is possible that the proposal would not surface as an issue. However the fact that one party may not want to bargain or negotiate on a proposal that the other party wishes to present, is one of the reasons why matters reach the stage of arbitration for resolution. The pressure of a quid pro quo attached to a proposal sometimes may certainly enhance the merits of a proposal, but the absence of a quid pro quo is not fatal to the consideration of a proposal, which then is to be weighed with the other factors stated in Section 111.70 (4) (cm) 7.

The opinion of the arbitrator here is that the BEA offer is not necessarily against the interests and welfare of the public because of the number of substantive proposals made, nor is the District proposal necessarily in the interest and welfare of the public because it stays closer to the status quo as represented in the previous contract. Rather both proposals should be judged by the application of the criteria of Section 111.70 (4) (cm) 7 weighed together as a whole to determine comparability and reasonableness, and this method in this case will serve the public interest, since neither proposal is inherently against the public interest.

XXV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The arbitrator has not been apprised of any changes during the pendency of the proceedings which need further consideration.

XXVI. SUMMARY OF FINDINGS AND CONCLUSION.

1. There is no question as to the lawful authority of the Employer to meet the costs of either offer, but a question on the Employer's fair share offer.

2. The parties have stipulated to all other matters between them.

3. The State Line League districts are the primary comparable districts, but the arbitrator has also weighed the impact of other groups of comparables.

4. In the matter of salary offers only among comparable districts, the BEA offer is more in conformity with the statutory requirement of general comparability particularly because of the slippage from comparability that has previously occurred in the upper end of the Barneveld salary schedule. A considerable catch-up situation exists at the upper levels.

5. In the matter of extra pay schedule, the factor of comparability supports the BEA offer.

6. In changes proposed under Article XIII, D, for paying teachers substituting for other teachers, the District position is the more comparable one.

7. In changes proposed under Article XIII, F, for credit for courses completed, the BEA offer is the more reasonable one.

8. In changes proposed under Article XIII, H, for pay for curriculum work, the BEA offer is the more reasonable one.

9. In Article XIX - Health Insurance, the District offer which retains a feature of stating insurance in dollar amounts more nearly meets the criterion of comparability than does the BEA offer.

10. In the matter of salary and working conditions in the offers as compared to other municipal workers, local data supplied by the parties is too meager to make a firm judgment, but the percentage increases offered by the District are reasonable if national data on municipal employees is used.

11. In the matter of salary and working conditions under the offers as compared to employees in private employment, again the local information is too meager to make a firm judgment on this factor. However one can conclude from data furnished that the Barneveld teachers under either offer will not be excessively compensated if their compensation is compared to the wages currently paid in manufacturing employment.

12. The District offer more nearly meets the criterion of comparability to the cost of living changes.

13. The District offer in total compensation over a two year period is reasonably comparable, but a catch-up situation exists as noted above.

14. As to changes proposed in Article VII - Working Conditions,

- in changes of Section A, Paragraph 1, relating to overload, the District proposal for the status quo is more comparable.

- in changes of Section A, Paragraph 1, relating to a definition of overload, the District offer is more comparable to prevailing patterns in SLL districts.

- in changes of Section A, Paragraph 1, relating to compensation of part-time work, the BEA offer is more reasonable, because it would more adequately compensate part-time teachers for whom preparation time may not be available.

Weighing the above matters together, the District offer on changes in Section A, Paragraph 1, is on the whole more comparable to what exists in other comparable districts.

15. As to the change proposed in Article VII, Section A, Paragraph 2, the District offer prevails as there are no comparables for the BEA offer for reduction in class size and overload pay after such reduction.

16. Changes proposed by the parties in Article VII, Section A, Paragraph 3 are essentially the same with some language difference. Both parties are eliminating Paragraph 4 of Article VII, Section A.

17. As to the change in Article VII, Section A, Paragraph 5, relating to definition of load for special teachers and payment for overload, though the payment increase of BEA has no comparables, yet the overload definition is more reasonable and equitable because of District reduction of the number of class periods in the day, and this fact outweighs the lack of comparables for the pay schedule proposed by BEA.

18. As to the change in Article VII, Section F, on recall, the BEA proposal of a recall provision in the contract between the parties meets the criterion of comparability both as to its existence and detail.

19. As to the changes proposed by BEA in Article III - Negotiation Procedure with the deletions of Sections G and I, the District position in opposing the changes is the more reasonable one.

20. As to the change in Article VI - Grievance Procedure, the BEA offer proposing arbitration as an additional step meets the criterion of comparability.

21. As to the change in Article XII - Probation proposed by BEA, the arbitrator finds the District position reasonable in that just cause for discipline is implied in the present language and also certain protections to teachers are retained by the present language but eliminated in the BEA offer.

22. As to the change in Article XVIII - Fair Share, the BEA offer though not fully comparable in the proposal that the District collect union dues is comparable in the proposal that the District collect Fair Share payments, and this latter fact outweighing the former, the criterion of comparability on the whole supports the BEA proposal.

23. The evidence that the District can meet the costs of either offer, is present.

24. In the matter of the public interest and welfare, the arbitrator is of the opinion that the BEA offer is not necessarily against the public interest because it proposes changes in the status quo, nor the District offer necessarily in the public interest because it retains the status quo more often than BEA. Rather the public interest and welfare will be met by the application of the criteria of Section 111.70 (4) (cm) 7 weighed together as a whole to determine comparability and reasonableness of the offers.

25. The arbitrator has not been apprised of any changes during the pendency of the proceedings which need further consideration.

The arbitrator is of the opinion that all of the above matters are not of equal importance of weight. The weightiest and most substantive provisions among the foregoing proposals are those relating to salary offers, the extra-curricular salary schedule, health insurance, changes in Article VII, A, 1 on overload, Article VII, A, 2 on reduction in class size related to overload, Article VII, A, 5 related to overload for special teachers, Article VII, F on recall, Article VI, on grievance procedure, Article XX on just cause, and Article XVII on fair share.

Of these, the weight of provisions for salary, extra-curricular salary, overload for special teachers, recall, grievance procedure, and fair share accrues to the union offer. The weight of the provisions for health insurance, cost of living changes, total compensation, working conditions under Article VII, A, 1 and Article VII, A, 2 and probation accrue to the District.

After considerable reflection, the arbitrator is of the opinion that the determining factor in balancing these two weights is the need for a catch-up in Barneveld salaries and that therefore the following award is indicated:

XXVII. AWARD. The agreement between the Barneveld Education Association and the Barneveld School District for the term of July 1, 1988, to June 30, 1990, should include the final offer of the Association.

Frank P. Zeidler

FRANK P. ZEIDLER
Arbitrator

Date

April 27, 1989