IN THE MATTER OF THE INTEREST ARBITRATION

FREEDOM EDUCATION ASSOCIATION

AND THE

FREEDOM SCHOOL DISTRICT

ARBITRATORS DECISION AND AWARD

Case 13
No. 41022
INT/ARB-5003
Decision No. 25755-A

SCOPE AND BACKGROUND

This arbitration arose out of a dispute between the Board of Education of the Freedom Area School District, Freedom, Wisconsin (hereafter, "the Employer") and the Freedom School District teachers (plus the School Nurse) represented by the Freedom Education Association (hereafter, "the Union") over certain portions of their 1988-1990 Employment Agreement which will run from July 1, 1988 to June 30, 1990 (hereafter, "the Contract").

Under the provisions of Wisconsin Statutes Section 111.70 and under the terms of the previous Employment Agreement, negotiations for this Contract commenced on April 19, 1988. Thereafter, the parties met on three occasions in attempt to reach a voluntary agreement.

While many of the topics of dispute were agreed to, the parties were unable to resolve six of them.

Finally, on August 25, 1988, the Union filed a petition for arbitration with the Wisconsin Employment Relations Commission and on October 17, 1988, the W.E.R.C. sent a mediator to Freedom in an attempt to reach an agreement. The effort was unsuccessful and an official impasse was declared by the State Mediator.

The W.E.R.C. thereafter on November 28, 1988, appointed Milo G. Flaten of Madison, Wisconsin to hear the matter as arbitrator.

Following phone conversations and correspondence concerning a date, a hearing was held February 23, 1989, at the Freedom High School.

Pursuant to Wisconsin law, a Public Hearing for citizens of the community was requested and conducted prior to the Arbitration Hearing. The Public Hearing was held in the High School Gymnasium prior to the onset of the Arbitration Hearing.

Fair Representation

Both sides presented their cases fully and in detail at the hearing. The Employer presented 164 multi-paged exhibits into the record while its representative explained them to the Arbitrator. 1/ The Union then offered 71 primary exhibits and a Resource Packet at the hearing. In addition, the Union presented 80 more multi-paged exhibits following the hearing. After the arbitration hearing, the parties submitted lengthy post-hearing briefs and reply briefs to the arbitrator.

Appearances

Appearing for the Union was Dennis W. Muehl, Director Bayland Teachers United, Green Bay, Wisconsin, and for the Employer was William G. Bracken, Director of Employee Relations Services, Wisconsin Association of School Boards, Inc. of Winneconne, Wisconsin.

THE ISSUES

Six issues remain unresolved following negotiations and mediation. They are as follows:

(1) 1989-90 Salary Schedule;

(2) Liquidated damages in the event of teacher resignation;

(3) Fringe benefit payments to new employees;

(4) Personal Leave Days;

(5) Salary schedule for certain Extra Curricular teachers; and

(6) Hourly pay rate for the School Nurse.

1/ The number of pages in the Employer's exhibit package was not counted but it weighed over five and a half pounds. The last 10 Union exhibits had 392 pages alone.

POSITIONS OF THE PARTIES

Issue: 1989-90 SALARY SCHEDULE

The Employer

The Employer takes the position that its Final Offer on salaries is the more reasonable one. It avers that the "total-package" approach, including both salary and fringe benefits, is the most meaningful way to measure the reasonableness of any pay proposal.

When comparing school districts whose characteristics are most comparable to Freedom, the Employer urges, those that comprise the other schools of the Olympian Athletic Conference are the most similiar to the Freedom School District. Furthermore, the Employer continues, a prior arbitrator already has decided the Olympian Athletic Conference schools were the most comparable to Freedom. Since that Decision has not been refuted, the Employer continues, it should now be the standard to use in Freedom from now on.

The Employer also contends the Union deliberately manipulated comparables in order to arrive at comparisons that would support its case better.

It makes no sense, argues the Employer, to relitigate the same comparability issues every time there is a new arbitration case in the district when the holdings of that recent case has already decided the issue. Just because the Union disagrees with that decision, the Employer argues, it can't start all over and bring in new comparables.

In fact, the Employer points out, even the Union agreed in 1982-83 that the Olympian Conference schools were comparable to Freedom. That is proof, the Employer declares, that the Union plays a game of "shopping around" in order to find any school which will justify its Final Offer.

The Employer then points out prior arbitrators have held as a general labor principle that once parties have established comparables through arbitration, they should not be disturbed.

In fact, the Employer continues, arbitrators in cases involving other Olympian Conference Schools have also held that

Districts in that Athletic Conference are the ones which are most comparable.

Importantly, argues the Employer, when a litigant has tried to compare a larger school district to Freedom, that comparison has been rejected by the Arbitrator in at least eleven Wisconsin cases.

Furthermore, the Employer urges, in the past the Union itself has rejected comparables between larger school districts and Freedom. Therefore, the Arbitrator should reject the Union's attempt to compare Freedom to schools in the Fox River Valley which are much larger and more urban, the Employer continues.

Importantly, the Employer next argues, the Union has failed to introduce any objective evidence establishing a reasonable basis for comparisons between Freedom and other schools. There is no analysis from the Union, no explanation nor any justification explaining how these other districts compare or are relevant to the instant case, the Employer continues. As a matter of fact, the Employer goes on, none of the school districts the Union cites has a community of interest with Freedom or any other school district in the Olympian Athletic Conference. All the Union uses in its comparison attempts, the Employer argues, is a hodge-podge, random selection of schools covering no fewer than six different Athletic Conferences.

Significantly, the Employer argues, the Union's own evidence proves that Freedom is not comparable to the Union's examples. For instance, the Employer goes on, Appleton has ten times as many students and thirteen times as many teachers as Freedom. Size alone, the Employer explains, renders the Union's list of comparable schools unsuitable. The Employer then points out that school districts used by the Union in Ashwaubenon, Kaukauna, Menasha, and Neenah are at least twice as large as Freedom.

The Employer next contends there are seven factors upon which arbitrators traditionally and consistently rely in determining comparability. Those factors are: (1) number of pupils; (2) number of teachers; (3) pupil-teacher ratio; (4) expenditures per pupil; (5) equalized valuation per pupil; (6) tax levy rate per pupil; and (7) the total levy rate. All of these factors applied simultaneously and not separately have consistently been recognized as the basis for selecting comparable school districts, claims the Employer. And when all of those factors are considered, the Employer goes on, it can be seen that other school districts in the Olympian Athletic Conference are the most appropriate to compare to Freedom.

The Employer next argues another reason for not comparing the Freedom School District to the Union's proposed comparable schools is that local conditions in the Freedom School District are substantially different than conditions in the Union's comparison group.

Similarly, Union evidence about state-wide salary averages and increases should be rejected because state-wide comparisons have very little value, explains the Employer. This is because state-wide comparisons do not take local or regional economic differences into consideration, the Employer goes on. Evidence in this case shows that the Freedom Area School District, unlike the Union's comparisons, is dependent upon the farm economy for its property tax base.

Moreover, the Employer avers, there is no shortage of competent teachers in the local labor market. In fact, the Employer continues, there is no teacher shortage in all Wisconsin except in certain specified fields. It is significant that the Superintendent has received up to 50 unsolicitated job applications for teaching positions this year, the Employer points out. If the district had trouble attracting teachers to fill vacancies, the Employer argues, or if there were a shortage of teachers applying for jobs in the area, there might be justification for use of state-wide comparisons. But there is none, declares the Employer.

Furthermore, the Statutory Criterion requires an arbitrator to look at the total package, argues the Employer. And when this total package approach is used in analyzing the final offers, the unmistakable conclusion is that the Board's final offer is the most reasonable when measured against the prevailing settlement patterns, continues the Employer.

Moreover, argues the Employer, private sector and other public sector settlements also compare favorably to its offer.

Furthermore, since it's offer is above this years' cost of living rate, it guarantees real income advances for teachers, declares the Employer.

Finally, the Employer points to the fact that teachers in Freedom have done remarkably well over the past several years in terms of salary and fringe-benefit increases. In fact, the increases for Freedom teachers have far out-stripped those of private or public sector workers, points out the Employer.

In past years, our teachers have caught up and made

significant real income advances, concludes the Employer, and now is the time for them to accept the same kind of increases that all other employees in society are accepting.

Issue: 1989-90 SALARY SCHEDULE

The Union

The Union takes the position that its Final Offer on salaries when viewed against the comparables it deems most meaningful, namely, schools from the Fox Valley, represents a more reasonable and meaningful set than the Olympian Athletic Conference. The Union points out that it's comparables are in counties which experience the same level of population and employment growth as Freedom. The Union then explains that the Freedom School District is a bedroom community where virtually all residents work outside the district. They work primarily in Appleton, Little Chute, Kaukauna, and Kimberley where the paper industry is the primary employer. And, the Union goes on, for the most part, Freedom teachers commute to work into the district from outside (72 of 83 members) while the residents of the District commute out of the District to work. Thus, argues the Union, there is a real interdependency between the communities of the Fox Valley whereas the only tie between the schools of the Olympic Conference is in the sports program. Football, volleyball, basketball, and track should not be used as the basis to determine comparability, argues the Union.

All of the districts used by it as comparables are contigious and their economics are tied into one area, declares the Union. Both public and private sector employees recruit from and compete for employees in the same labor market and from the same geographical area in which they conduct operations, the Union declares. Consequently, it goes on, these employers are cognizant of local wage and benefit patterns. Furthermore, employees in a geographical area are also looking for work or are employed using certain established wage and benefit patterns, the Union goes on.

The school district of Freedom, points out the Union, is geographically and economically centered in the Fox Valley. The same cannot be said about the schools the employer offers as comparables.

With regard to the weight to be given to pay patterns

outside the teaching profession, the Union argues that such patterns are at best indirect and for this reason not as significant as the impact of salaries paid only to teachers in comparable communities. Furthermore, the Union goes on, there is no way of knowing whether the percentage of increase applied to non-teaching professions includes a relatively high base or a low one. This is because the evidence only deals with pay increases in a single year and not to the level of compensation over a period, points out the Union. Nonetheless, explains the Union, even the base salary increase proposed by the Employer is below the anticipated increase in private sector base salaries.

Importantly, points out the Union, the parties to this dispute have bargained for a number of years and have always reached voluntary settlements by themselves in those years. Therefore, the Union goes on, no outside arbitral dicta should be used to prove an appropriate set of comparable districts. Nor have the parties ever agreed on any comparable pools, avers the Union.

The Union next points out that the Freedom School District spends a great deal more, levies more, and pays substantially more than other districts in the Olympian Conference. For this reason, argues the Union, the Freedom School District is not comparable to the other Olympian Conference Schools with the exception of athletics.

The Union then declares that in terms of comparability the total area in which the district is located should be examined. From that examination it can be seen the Freedom District is in the Fox Valley main-stream. Moreover, argues the Union, it is ridiculous to assert that its Fox Valley Districts are in different labor markets or do not share social, economic or political ties with Freedom. Furthermore, points out the Union, the children of teachers from the Freedom District attend Fox Valley Schools and the Freedom teachers themselves live and buy goods in the Fox Valley.

Freedom's tax base, avers the Union, is composed of 60% residential property and 30% agricultural with virtually no commercial or manufacturing businesses. This is because, the Union goes on, Freedom is a Fox Valley bedroom community with residents commuting regularly to the paper industry jobs.

Despite the drought of 1988, argues the Union, the farmers in the Freedom District are realizing substantial property tax relief in terms of Preservation Aid, Homestead Aid, Drought payments, and the property tax shift to the residential segment.

As homeowners and non-farmers, the teachers actually envy the access to various relief programs that the farmers enjoy, declares the Union. In reality, the Union points out, teachers are being asked by the farm community to provide more tax relief yet they are receiving lower salaries themselves.

Moreover, the Union points out, higher agricultural prices combined with Federal Drought Relief will more than offset losses in farmer's volume so that their net cash income will be about even with last year's income. Besides, continues the Union, despite what the Employer alleges, Outagamie County is not farm dependent because it only gets 4% of its total income from farming. Thus, emphasis on farm economy is not appropriate proof for deciding this case, declares the Union.

What is significant, contends the Union, is that its final offer is well below the average pay pattern in the area.

Finally, the Union concludes, cost of living factors presented at the hearing are not important in low inflation years such as this one to prove the reasonableness of an offer.

Issue: LIQUIDATED DAMAGES IN THE EVENT OF TEACHER RESIGNATION

The Employer

The Employer takes the position that sound personnel practices justify a reasonable liquidated damages clause in an employe's contract. For this reason, the Employer goes on, it proposes a specific flat dollar amount that is reasonably gauged to include damages which both sides can agree on in the event an individual teacher breaches his or her teaching contract.

The Employer believes further that once a teacher enters into a solemn and binding contract, he or she is obligated to uphold his or her end of the bargain. When individual teaching contracts are returned in April, the Employer continues, the district will have certain obligations concerning which teachers will be employed for the coming school year.

Teachers who breach their individual contract in July or August, argues the Employer, make it that much harder to find a suitable replacement because of the late date. By requesting liquidated damages, declares the Employer, it is merely trying to recover some of the costs it expends in finding a replacement or

other liquidated damages resulting from a teacher breaching his or her individual contract.

It is important to remember, points out the Employer, that the parties have already bargained a liquidated damages clause in the contract. Therefore, its proposal is really not a change in the status quo. Instead, continues the Employer, it merely wants to continue the past practice from the contract only with more certainty to both sides.

Eleven teachers have broken their contracts in the last five years, points out the Employer. In some of those cases it has sought damages and in others it hasn't, explains the Employer. It's proposal would just end the uncertainty, the Employer continues.

Moreover, five of the seven Districts in the Olympian Conference have liquidated damages and two of those districts have exactly the amount that it proposes, avers the Employer.

Issue: LIQUIDATED DAMAGES

The Union

The Union takes the position that the Employer's proposal to specify damage amounts for resignation after a certain date is unreasonable. Moreover, the Employer at the hearing offered no proof that the amounts designated had any relationship to the cost of finding a replacement for the resigned teacher, argues the Union.

In the past 5 years, only 11 teachers have resigned during their contract term, the Union points out, and most were replaced without cost to the Employer. Why, then, should every teacher that resigns after a certain date pay damages for that resignation, asks the Union.

While it has no objection to reimbursing the cost of actually finding a replacement, the Union argues, the present language of the contract adequately covers such costs.

The Union could not achieve this punitive proposal in bargaining, argues the Union, so now it attempts to obtain this punishment in the event the total offer of the Employer is accepted.

Why should there be a penalty for finding a replacement teacher when the Employer's own exhibit shows there is no overall teacher shortage or will there be one until into the mid 1990's. This is especially so, argues the Union, because there are 40-50 applications on hand at any time for the Employer to use.

The Employer's proposal, the Union argues, is strictly punitive and should be rejected.

Issue: FRINGE BENEFIT PAYMENTS TO NEW EMPLOYEES

The Employer

The Employer takes the position that part-time teachers whose employment is less than 85 percent should have fringe benefits pro-rated according to their work load. That is, proposes the Employer, if a part-time teacher is hired to work 85 percent of a full-time teachers teaching load, then that part-time teacher would receive insurance in full. If less than 85 percent, the part-time teacher would receive benefits commensurate with the amount he or she works.

The fundamental issue here is fairness, argues the Employer. It should be noted, the Employer continues, that it is not taking away benefits from any existing part-time teacher. Also, the Employer continues, any full-time teacher who is reduced to a part-time basis shall still retain the full insurance benefits. It is only the new hirees, the Employer points out, who will be affected by this proposed change.

Furthermore, of comparable school districts, 7 out of 8 schools pro-rate health and dental insurance benefits. In fact, continues the Employer, 3 school districts in the area do not provide any fringe benefits at all for teachers working less than 50 percent of the time. From this, the Employer goes on, it is clear that the overwhelming practice among comparables is to pro-rate fringe benefits based on the percentage of hours worked. In fact, the Board urges, its proposal grants more than is found among comparable school districts in that a teacher whose employment is equal to 85 percent of the time will receive full insurance benefits.

The Employer next points out that the Union at the hearing failed to address the issue of fairness and ignored the Board's assertions on the subject about comparables. The only inference

that could be drawn from this lack of evidence by the Union, asserts the Employer, is that the overwhelming practice among the Unions own comparables supports the Board's offer.

Issue: FRINGE BENEFIT PAYMENTS FOR NEW EMPLOYEES

The Union

The Union takes the position that the Employer seeks to modify the status quo with its proposal. In 1988-89, the district employed 4 part-time teachers. Continuing this pattern in the future would mean that new hirees working under 85 percent would receive nothing. The Union points out that the potential savings to the Employer is very small. However, the impact on the individual teacher would be significant.

Part-time teachers already suffer from a spendable income standpoint, avers the Union. To reduce their income further by pro-rating benefits is unfair and inconsistent with the established practice in the Freedom School District, declares the Union. In fact, the Union continues, the Employer does not pay for fringe benefits for teachers who work less than 50 percent of the full-time load. Yet under this proposal, points out the Union, the Employer would have to start paying on a pro-rated basis for any fringe benefits at all whether less than 50 percent or not.

Issue: PERSONAL LEAVE DAYS

The Employer

The Employer takes the position that the existing language of the Contract should be changed to require a teacher to give a reason for requesting a second personal leave day after May 1. At the present time teachers get 2 personal leave days, points out the Employer, in which they may be granted 2 days off for any reason or for no reason. It is only after the first of May, argues the Employer, that it wants teachers to state why they are taking the day off. Records show, the Employer continues, that over 20 percent of the days off requested come after the first of May. It is only for the second of two personal days that a teacher needs a reason, the Board goes on. This is a sound

educational practice, argues the Board.

The teachers are paid a very competitive and handsome salary so it is not unreasonable to expect that teacher to remain in the classroom. When substitutes are required, the education of the children suffers, argues the Employer. It's proposal is a reasonable one designed to simply hold the same standard of administrative review on personal business leave days that already exist for one of the two days, points out the Employer. It is not a radical change, but it is one that is needed to properly administer the provisions of the contract, the Employer urges.

Furthermore, points out the Board, no other comparable school district allows two personal business days. Five out of the seven school districts, the Employer continues, allow only one day. From this, the Employer argues, it is clear that Freedom teachers enjoy an extra personal business leave day that other colleagues do not. It seems reasonable, the Employer continues, for it to want to adopt a check and balance system for the second day.

Issue: PERSONAL LEAVE DAYS

The Union

The Union takes the position there is no need to change the present language of the Contract. That language, the Union continues, allows teachers to have two paid days off for any reason or for no reason. The Employer wants to take back a benefit, alleges the Union. It is settled labor law practice, the Union urges, that the burden of proof rests with the party proposing a change in the status quo. And the Employer has not made a persuasive case in its attempt to alter the status quo in the instant case. Furthermore, alleges the Union, there is not a consistent pattern among comparables to support the Employers proposed modification of the personal leave language of the Contract. A compelling reason does not exist, points out the Union. In only six cases in 1987-88, did teachers request a second personal day off. That, points out the Union, does not represent an abuse so it cannot be used as an excuse to change the status quo. In fact, points out the Union, the Employer's proposal represents a "take back" and is totally reprehensible.

Issue: SALARY SCHEDULE FOR CERTAIN EXTRA CIRRICULAR

Hourly Pay rate for School Nurses

Both the Employer and the Union apparently feel that this issue is not worthy of discussion. The Union, however, does point out that the 25 cent pay difference for the second year of the proposed contract for school nurses would only amount to $300 per year.

DISCUSSION

The Public Hearing

Prior to the onset of the arbitration hearing, a Public Hearing was held. The latter attracted such crowds that the proceedings had to be moved from the Little Theatre to the gymnasium. There, the entire bleachers along one wall were filled with spectators who also occupied part of another wall. The crowd, while well behaved, was not unenthusiastic.

The ten speakers at the public hearing had obviously been chosen in advance because they were well prepared, sincere and did not duplicate one another. A common theme ran through all of their comments and dealt with the fact that taxpayers were personally not receiving the kinds of pay increases that teachers are demanding, that farmers' land values have dropped and that they, the citizens, were having trouble paying their property taxes. Speakers also complained that milk prices and farmers' income are down and that teachers have already "caught up" because of settlements agreed to in the past. Others noted that Freedom is a small community which simply cannot afford what other large urban areas are paying teachers.

This was the largest turn-out this observer has seen for any interest arbitration public hearing. Furthermore, it is the only time this observer has witnessed any organized presentation or heard substantive evidence. The latter was to the effect that the average salary increases for wage earners in the Freedom Area School District have not been comparable to the teachers of the District.

Arbitrators do not often attach much importance to informal public hearing presentations. But this observer was duly impressed with the testimony presented at the public hearing in Freedom on February 23, 1989.

Reviewing the Bidding

Both sides are in basic agreement as to the structure of the salary schedule for both years, but differ in regard to the B.A. base which will anchor the new pay structure. In the first year, the Employer proposes to pay a base salary of $18,130 while the Union is requesting an annual base of $18,275. In the second year, the Employer proffers a base salary of $18,775 per new teacher while the Union requests a base of $19,085.

In the area of liquidated damages, the Employer wants the Union to be fined $200 if a teacher quits after July 1 and $400 for a teacher who quits after August 1 to cover the cost of finding a replacement. The current contract calls only for the assessment of "reasonable" liquidated damages and the Union wishes to stay with that provision.

In the area of insurance for part-time teachers, the Employer wants to have a pro-rated breakdown of benefits for teachers working less than 85 percent of the time while the Union is satisfied with the present contractual coverage that pays full benefits to teachers working more than 50 percent of the time.

With regard to the Personal Leave Day issue, the Employer proposes that after May 1 in any school year both personal leave days can be taken only after the teacher gives a reason for making the request for leave. Currently only one of the personal leave days requires that a stated reason must be given before the leave can be granted.

On the extra cirricular schedule, the Employer proposes to delete the Assistant Director position for the School Musical and all school plays and to add to the pay of the Homecoming chairperson at 1.5 percent. The Union proposes to add the Homecoming chairperson at 2.0 percent.

Regarding the School Nurse issue, the only dispute is around the hourly wage in the second year. The Employer proposes $11.50 per hour while the Union is at $11.75 per hour.

Issue: SALARY SCHEDULE

Both sides of this dispute as well as the arbitrator agree that the salary schedule issue is the most important of those listed. A mathematical analysis, step-by-step, on the salary schedule would serve no useful purpose in this observer's opinion.

To this observer's eye the statutory criterion to be given emphasis by an arbitrator is the comparison of wages, hours, and conditions of employment of the Freedom teachers with the wages, hours, and conditions of employment of other teachers performing similiar services. Indeed, one would be hard put to discover an Arbitrator's Decision and Award in Wisconsin which did not emphasize that criterion.

True, a comparison with other employees in non-teaching public or private employment must be made, but in teacher proceedings the unique nature of the profession requires that the comparison with other teachers is the paramount consideration. At the large public hearing held prior to this Arbitration, the taxpayers only wanted to argue that the rise in teachers salaries has exceeded the cost of living or that they, the taxpayers, have not personally received anywhere near as large a salary increase as the teachers. While it is understandable for one to compare one's own plight when assessing the reasonableness of any compensation, it has been uniformly held (and both sides to this dispute agree) that in interest arbitration involving teachers, the most important consideration is the comparison with teachers in other appropriately comparable districts.

That leaves the major consideration for the arbitrator to be the selection of the appropriate districts with which to compare Freedom.

In viewing comparables, an outside observer has difficulty assessing the information presented because it is constantly shifting. For this reason this observer feels that keeping the same comparables at each interest hearing is valuable. Once comparables have been determined for a district it is in the best interest of parties to maintain a consistency of those similar districts for the purposes of future collective bargaining. That way, "shopping around" for comparables is avoided.

In this observer's opinion appropriate comparables should include school districts which are of a similiar size and staff, districts of similiar equalized values which are in the same geographical area and similiar in other matters which effect the social, economic and political decisions of the community. However, to reiterate, the comparables should be firmly established ahead of time if at all possible.

Then, once established, those comparables should not be disturbed. Only if overwhelming, compelling proof to the contrary is introduced should that comparable be changed.

Otherwise, each future arbitrator will be faced with the veritable blizzard of statistical assertions and contradictions which both sides invariably supply. Those multitudinous obfuscations tend on occasion to almost stupify the outside observer. Therefore, justification for a change in comparables should be more than the mere fact the proof tends to support one side's position.

In this case it appears that a previous interest arbitration award, that of Arbitrator Byron Yaffe on June 30, 1983, established that the school districts of the Olympian Athletic Conference are the appropriate comparables for Freedom to look to. Since the salary schedules for those districts compare more closely to the Employer's final offer than the Union's, this observer rules the Employer's final offer to be the more reasonable one.

The Union asserts that school districts in the Fox River Valley are more nearly comparable to that of Freedom. While the proof presented by the Union in support of that claim, namely that the adjacent Fox Valley Schools have economic, labor, and social ties which arise from this proximity, that proof is not overwhelmingly persuasive enough to warrant a change in the comparables already established.

It is ironic that same reasoning applies to the "give-backs" sought by the Employer in its Final Offer. That is, the Employer in its Final Offer seeks to take away contractual benefits already granted to the Union in the areas of personal-leave days and fringe benefits for part-time employees. It is this observer's opinion that unless overwhelming and compelling proof can be advanced to dis-establish that which is already established through collective bargaining, the proposed change in benefits should not be granted. In the case at hand the only good reason advanced by the Employer for the change in personal leave days, insurance benefits for part-time teachers, and

liquidated damages is that its proposal is "more reasonable" which is clearly not specific enough to warrant a change.

Moreover, this observer has considered the various statutory criteria other than the above-mentioned comparables and finds that non-teacher settlements for the most part have fallen behind and are less than the final offer advanced even by the Employer. Likewise, the rate of cost of living as determined by the Consumer Price Index has also been exceeded by both of the parties' Final Offers.

Furthermore, one would have to be living in a complete vacuum not to be aware of the devastation inflicted on the Wisconsin farm land by the drought in 1988. No matter what benefits are granted to the district farmers by the Federal Government, it is obvious to this observer that this small, rural town with no manufacturing or commercial activity to speak of has suffered a severe and serious economic blow from the ravaging drought. And the record shows that farm land makes up at least 33 percent of the property tax base in the Freedom district.

There can be no doubt that the Salary Schedule issue is the only issue of any real importance in this case. For example, in the issue concerning the school nurses pay, there was no justifying evidence provided by either side on this issue.

DECISION

This observer has concluded that the issue of Salary Schedules is clearly and undisputedly the main issue in dispute and since he has concluded the Employer's proposal on this issue is more reasonable than the Union's, it follows that:

AWARD

the final offer of the Employer shall be incorporated into the parties' 1988-89 Contract.

Respectfully submitted this 9th day of June, 1989.

Milo G. Flaten, Arbitrator