



In the matter of the petition of the
EDGAR PROFESSIONAL EDUCATION ASSOCIATION

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

to initiate arbitration between the
petitioner and the

DECISION
Case 6
No.40821 INT/ARB-4973
Decision No. 25825-A

EDGAR SCHOOL DISTRICT

A. HEARING

The hearing in the Edgar Mediation/Arbitration matter was to be held on Monday, February 6, 1989 at 6:30 P.M. at the Edgar High School Building. A petition was not filed requesting that a public hearing be held, therefore no public hearing was conducted. The parties indicated to the arbitrator that an effort the arbitrator to mediate the dispute might be productive. The effort was not successful. At 7:34 P.M. the hearing was commenced.

No witnesses were called by the parties. Evidence was offered in the form of exhibits, with a stipulation that additional exhibits could be received up to February 13th. The parties agreed that briefs would be sent by March 3, 1989. The hearing was adjourned at 9:45 P.M. Briefs were received from the District and the Association on Saturday March 4, 1989.

B. APPEARANCES

Thomas J. Coffey, the Executive Director of the Central Wisconsin UniServ Council-North, appeared on behalf of the Edgar Professional Education Association (the Association). Also present was Judy Nelson, the Association President and two members of it's bargaining committee, Marvin Selness and Jim Steinke.

The Edgar School District (the District) was represented by Steven Holzhausen, Membership Consultant for the Wisconsin Association of School Boards. Also present was Barkley Anderson, the District Administrator, High School Principal Mark Lacke, and School Board members Judy Peterson, Ron Reiche, Inez Halverson, Dr. Jerome Schmidt, and Frank Wirkus.

C. NATURE OF THE PROCEEDING

This is a final and binding arbitration proceeding brought between the above captioned parties under the Wis. Stat. 111.70 (4)(cm). On July 1, 1988, the Association filed a petition with the WERC requesting that the Commission initiate arbitration proceedings. On September 28, 1988 the investigation by the staff of the Commission found that the parties were deadlocked. The Commission found on December 23, that an impasse existed and sub-

mitted a list of arbitrators. On January 5, 1989, this arbitrator was advised of his appointment. A hearing date was then selected for February 6, 1989.

D. THE FINAL OFFERS

Copies of the final offers of each of the parties are appended to this decision.

E. THE ISSUE IN DISPUTE

There are three issues in dispute in the negotiations between the District and the Association regarding the 1988-90 contract. Only the salary and compensation issue appears to be of substantial significance. The Association, has proposed a yearly salary increase at a rate of 7.3% and 7.9% for the two contract years. This is compared with the proposal of the District, for a 5.9% and 6.7% increase in the two year period.

The Association also has proposed that the contract be amended to prohibit the discipline of teachers without a showing of "just cause".

A third area of disagreement is the rate of pay for some of the extra-curricular activities that teachers perform. The Association is asking for a 5.6% increase in those payments while the District is proposing a 5% increase.

F. THE POSITION OF THE DISTRICT

The District feels that it is important that the arbitrator determine a group of comparable school districts to use as a standard to determine the fairness of the two final offers. It feels that the primary comparison group should be the other schools in the Marawood Athletic Conference. Those schools are Abbotsford, Athens, Granton, Marathon, Pittsville, Prentice, Rib Lake, Spencer, and Stratford. Only one of those Districts, Pittsville, has settled it's contract for 1989-90 and 1990-91.

If the arbitrator is unwilling to rely on one settled district, he should also use the Cloverbelt Athletic Conference as a group of secondary comparable school districts. That athletic conference consists of Altoona, Auburndale, Cadott, Colby, Cornell, Fall Creek, Gilman, Greenwood, Loyal, Mosinee, Neillsville, Osseo-Fairchild, Owen-Withee, Stanley-Boyd, and Thorp.

The District objects to the four groups of comparable schools districts proposed by the Association. They particularly object to the use of state-wide comparability groups as proposed by the Association.

Only five schools districts are found in both the Association's and District's comparison list; Abbotsford, Athens, Marathon, Spencer, and Stratford. None of these districts have settled their contracts for 1988-89.

The Athletic conference has traditionally been the source for the primary group of schools used by arbitrators for comparability purposes. It is used because it usually consists of school districts that are similar numbers of pupils, teachers, per pupil expenditure rates, levy rates, and the equalized valuation per pupil. The districts are usually located in geographic proximity to each other.

Of the school districts in the Marawood Athletic Conference, Edgar ranks close to the average in the categories of number of pupils, teachers, per pupil expenditures, and levy rates. The only exception to this average ranking is in it's equalized valuation where it ranks last.

This is the first occasion on which Edgar has participated in an Arbitration proceeding where the question of comparable school districts has had to be addressed. Therefore no prior determination of the appropriate comparison schools has ever been made. Lists of such schools have been determined in some of the other conference districts. The arbitrators on those occasions have only used the Marawood Athletic Conference and have rejected efforts to expand the list to include other districts.

The District opposes the Associations suggestion that when there are insufficient numbers of settlements in a conference, then statewide settlements should be given more weight. If the lack of settlements is a problem then the Cloverbelt Conference should be used. Even though the school districts in that conference are slightly larger, they are in agriculturally dependent communities similar to Edgar.

To support the argument that agriculturally dependent districts are appropriate for comparison, the District points out that Marathon County ranks second in the number of acres in farming, while Clark County, with its concentration of Cloverbelt Conference schools ranks fourth. Dairy herds are concentrated in Clark and western Marathon County. Edgar is located in the portion of Marathon County that is most dependent on agriculture, particularly the dairy farm. Thirteen Cloverbelt schools are also in agriculture dependent areas.

The District objects to the inclusion of Mosinee in any group of comparable districts because it's contract is the result of an arbitration award. The Mosinee District is not comparable in that it is economically dependent on the paper industry, not farming. The use of schools from CESA #9 for comparison purposes is also opposed. Schools such as Antigo, D.C.Everest, and Merrill are much larger and are more economically different communities.

Statewide comparisons are suspect because the variation between urban and rural areas in Wisconsin is so great. Living costs, teacher recruitment, and other factors are so different between communities that little weight can be given to statewide figures.

The cost of living in non-metropolitan areas has risen 2.9% from July 1987 to July of 1988. In the nation as a whole it rose 4%. The proposals of the District and the Association exceed both of those amounts. The District's final offer is closer to the actual increase.

The taxpayers of the Edgar have had some serious economic problems in the past years. Wisconsin farms have declined in value by 45% in the last four years. While farm debt has also decreased, it has gone down by only 15%. One in every eight farmers in Wisconsin was "financially stressed" as defined by the university of Wisconsin Department of Agricultural Economics. These statistics are reflected in the economics of the Edgar School district. While some Wisconsin farmers did have a good year in 1987, those in Marathon County did not. The increase in cash receipts for Marathon County farmers was not an indicator of farm prosperity, but instead was the result of the one time dairy herd buy out program and an increase in vegetable production. Dairy products did decline in price by a substantial amount during that period.

The Department of Revenue for the State of Wisconsin has estimated that farm income would fall by 25% in 1988 and another 7 to 10% in 1989. The 1988 drought created a fear that many Wisconsin farmers will run out of feed for their livestock. The farmers who do, must then either then sell their herds or purchase feed at a substantial increase in cost, in some cases at more than double the price from the previous year. This may force many struggling farmers out of business.

When farmers are having problems, the rest of the rural community will also suffer economically. For every 100 farm workers there are 23 workers in directly linked sectors of the economy, where the downturn will be directly felt. The spending by farm workers, and other worker directly linked to the agricultural economy, have an tremendous impact on the economy of small towns. A contraction of the money available is felt by all the merchants and their employees.

Edgar does not differ from the other school districts in the District's proposed list of comparable schools. They are all agriculturally dependent. They all suffered as a result of the 1988 drought. The interest and welfare of the public compels the arbitrator to take this into consideration. While Wausau may have had a prosperous decade, as reflected by the 32.3% increase in income from 1931 to 1986, farm income in the county declined by 1.3%. The Edgar School District may have the lowest levy rate among comparable communities, but it also suffered a drop in personal income and a decline in its equalized valuation.

The District challenges the validity of outside reports that compare the income of one occupation with another and then conclude that students are being drawn away from teaching as a career. The careers compared in the report the Association offers are the more demanding and therefore subject to greater financial

incentives. Students who are drawn to teaching are less likely to be drawn into selective and demanding fields. A better indicator of the market for teachers is the local labor market. For each opening, the District has received between 20 and 50 applicants. No former teacher has said they have left the Edgar system for want of adequate compensation.

The District's final offer is similar in total dollars as those in the settled school districts in the Cloverbelt and Marawood Athletic Conferences for 1988-89. Although there are only three schools in the combined Conferences, (Cadott, Fall River, and Pittsville), that have reached an accord on their 1989-90 contracts, the Districts offer for that school year is closer to the average of these comparables.

The arbitrator should ignore the fact that the traditional benchmarks in the salary structure of the two conferences show that Cloverbelt historically has had a higher salary. This differential should not be disturbed. The use of benchmark salary comparisons is now being questioned by many of its strongest proponents. Average salary's and percent increases appear to be better measures of fairness.

When Pittsville is specifically compared with Edgar, the arbitrator should note that Pittsville's insurance costs decline substantially as a result of it's settlement. It's wage costs were higher than proposed by the Edgar District, but it's total settlement costs were lower. This was not typical of school settlements, because of the lower insurance costs. The District shows that it ranks 2nd in the total fringe benefit costs when it is compared with the Cloverbelt conference. The value of fringe benefits offered to each teacher per year in that conference is \$8233, while Edgar is offering \$8485. This compares with the offer of the Association for \$8552.

The Districts final offer compares more favorably with private industry than does the Associations offer. From August of 1987 to August of 1988 the average hourly wage in the private sector increased by 1.5%. In the first 9 months of 1988 the major collective bargaining agreements that were signed increased wages by 2.5% the first year of the contract and 2.4% the second year. These percentages are closer to the District's final offer than to the Associations.

The dispute over the extracurricular salaries is not significant and either final offer is acceptable according to the District.

The Association has not shown the need to change the contract language in regard to teacher discipline by adding a "just cause" provision. There is no compelling reason for such a change. The District has never taken any disciplinary action against a bargaining unit member. No quid pro quo is offered to support the change.

G. THE POSITION OF THE ASSOCIATION

The Association asks the arbitrator to rely on what it describes as "the Marathon Comparability group". This group was used by arbitrator Miller in his decision in the School District of Marathon. It includes Abbotsford, Athens, Mosinee, Spencer, and Stratford. The Association contends that these districts are similar in nature and since there is only one settlement in the Marawood Athletic Conference, this group is more appropriate than relying only on Pittsville or on the Cloverbelt Athletic Conference.

Evidence has been submitted that shows the pattern of settlements in the various athletic conferences in the state. That comparison shows the low salary ranking of both the Marawood Conference and the Cloverbelt Conference. It also shows that only two conferences in the state, one of them being the Marawood Conference, have barely a handful of settlements.

The list of additional schools submitted by the Association to be used for comparison is more appropriate, because it is broader based and has a more statistically sound basis. It is less likely to be exploited for partisan purposes than the selection of only one neighboring conference.

The arbitrator should rely on benchmark comparables in evaluating the two proposals. In all the traditional benchmarks, the Districts offer shows deterioration in Edgar's ranking. The average dollar per full time equivalent teacher also shows that the Association's offer is more equitable.

When the Marawood and Cloverbelt Athletic Conferences are used, as the District proposes, the Association's offer is still the most reasonable. Except for the BA Minimum salary, the Association's schedule is closer to the wage rate that was granted in Pittsville, the only Marawood settled district. The Cloverbelt Conference School Districts traditionally pay a higher rate than the Marawood Conference schools. The District offers no evidence as to the 1988-89 or 1989-90 salary rates in the Cloverbelt schools. Therefore the District's argument based on that conference should be viewed with suspicion.

Edgar can afford the cost of the Association proposal. It currently spending \$43 per pupil less than the comparable schools. The property tax in the district declined by 6.7% in 1988-89. It has the lowest levy rate of all the western Marathon County schools and its cash balance has increased over the previous year. A new plant with 100 jobs has just been built in Edgar, and employment in Marathon County is growing. Marathon is not a farm dependent County. Many who do farm, plant specialty crops such as ginseng, a very profitable export commodity. Edgar was not disproportionately affected by the drought as compared with other districts that have voluntarily reached settlements. Arbitrators should not ignore settlement patterns unless some factor unique to the particular district is present.

Fewer persons have entered the teaching profession in.

the past several years. The major reason for this decrease has been inadequate compensation. A teacher shortage is anticipated and low salary's will not help to alleviate it. Voluntary settlement patterns in other districts are a better way to measure teacher living costs than relying on the Consumer Price Index.

When the total compensation packages are examined, the District's wage offer is still deficient. The Pittsville insurance plan, which is self-funded appears to cost considerably less. That is very deceptive. About 20% of the claims will not be paid until the second year of the plan. The savings are a one time event, and more a deferral than a savings.

The "just cause" provision that the Association is seeking is common to most teacher contracts and should be included in this contract. It is a minor item but is key to job security. It prevents arbitrary discipline of a teacher for inappropriate reasons.

H. DETERMINATION OF COMPARABLES

Normally, when confronted with a teacher compensation dispute in an athletic conference in which there are few settlements, this arbitrator would look to neighboring school districts with similar demographic characteristics to form a group for comparison purposes. Benchmark salary's for the districts in that group would then be used to see if the District in question was comparable to the balance of the districts.

In Edgar I would look for school districts in other agriculturally dominated communities that are close by, and that are of similar size. Of course, voluntary settlements of teacher contracts would be essential. The following school districts meet those criteria:

<u>DISTRICT</u>	<u>DISTRICT CHARACTERISTICS</u>			<u>LEVY</u>	<u>PERSONAL INC 1986</u>
	<u>PUPILS</u>	<u>TEACH</u>	<u>AVERAGE DAILY MEMBERSHIP VAL</u>		
Marawood Conference					
Pittsville	731	45.7	117310	10.84	\$17864
Cloverbelt Conference					
Gilman	706	44.4	114497	14.25	13130
Greenwood	605	43.5	128826	15.18	15629
Loyal	698	48.5	113403	13.46	14811
Thorp	<u>648</u>	<u>43.9</u>	<u>147418</u>	<u>14.87</u>	<u>13973</u>
Average	678	45.2	124291	13.72	15081
Edgar	676	39.5	86294	10.98	15753

Pittsville was chosen because of it's similarity to Edgar and because it is the only settlement in the Marawood Conference. Gilman, Greenwood, Loyal, and Thorp, were picked because of their geographic proximity to Edgar and because they are similar in size and in wealth.

A number of the districts in the immediate area of Edgar reached settlements but were not picked. Those rejected included Mosinee. It was excluded for several reasons. The personal income average for 1986 was \$21588, an amount more than \$6000 above the average for the other districts. That income differential exists because Mosinee is an industrial community, not an agricultural center as the rest of the comparable districts. Altoona, in addition to being a long distance from Edgar is a suburban community with an average income of \$21698. Neillsville, with 1799 students and 77.8 teachers is far larger a district.

The major difficulty in utilizing this set of comparable districts is the lack of detailed data relating to teacher salary benchmark information. No evidence has been offered for 1988-89 as to the minimum or maximum salary's in any of the traditional groupings.

I. SALARY

1. Comparison of Wages, Hours and Conditions of Employment

Sec. 111.70 (4)(cm) Wis.Stats. sets out the criteria to be followed by arbitrators in interest arbitration cases. An arbitrator is required to consider "comparisons of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services".

In order to evaluate the compensation proposals made in the final offers to be able to compare them with the districts that have been selected we must first look at the ranking that Edgar has had in the Marawood Athletic Conference. If they are ranked at the bottom this might be a situation in which some type of "catch-up" wage increase is called for.

The Edgar School District's past wage schedule must also be examined to see how it stood in 1987-88 in relationship to the one district in the conference that has reached a settlement, Pittsville. Edgar, Pittsville and its Marawood Conference rivals rank in each salary classification as follows:

<u>SALARY RANK BY DISTRICT - MARAWOOD ATHLETIC CONFERENCE</u>						
<u>DISTRICT</u>	<u>BAMIN</u>	<u>BAMAX</u>	<u>MAMIN</u>	<u>MAMAX</u>	<u>SCHMAX</u>	<u>POINTS</u>
Athens	7	7	4	7	7	32
Marathon	3	1	5	2	2	13
Pittsville	4	4	1	4	4	17
Prentice	6	6	6	6	6	30
Rib Lake	1	2	2	3	3	11
Stratford	<u>5</u>	<u>5</u>	<u>7</u>	<u>1</u>	<u>1</u>	<u>19</u>
Edgar	1	3	3	5	5	17

When all the rankings are added together the number of points that each school district receives may be counted. I note that the Pittsville and Edgar Districts have identical cumulative

rankings. The Edgar School District has a ranking in it's own conference that is slightly above the middle range. I conclude that it is not necessary to adopt a higher salary package in order to enable the teachers in the district to be paid at a rate commensurate with their fellow teachers at the other districts in the conference.

When the 1987-88 salaries for comparable schools are examined the results in dollars paid in each benchmark show as follows:

<u>BENCHMARK SALARY FOR COMPARABLE SCHOOLS</u>						
<u>DISTRICT</u>	<u>BAMIN</u>	<u>BAMAX</u>	<u>MAMIN</u>	<u>MAMAX</u>	<u>SCHMAX</u>	<u>POINTS</u>
Pittsville	\$16912	\$24904	\$18980	\$26948	\$28069	
Gilman	16950	23070	18350	26750	27610	
Greenwood	16991	22301	18981	26750	30221	
Loyal	17362	24897	20302	29892	31852	
Thorp	<u>17041</u>	<u>24900</u>	<u>19151</u>	<u>28662</u>	<u>30698</u>	
Average	17051	24014	19153	28119	29690	
Edgar	17000	24968	18980	26948	27848	
	-51	+954	-173	-1171	-1842	

Those benchmark dollar figures result in the following ranking when Edgar is grouped with the other school districts;

<u>SALARY RANK BY DISTRICT - COMPARABLE SCHOOLS</u>						
Pittsville	6	2	4	4	4	20
Gilman	5	5	6	6	6	28
Greenwood	4	6	3	3	3	19
Loyal	1	4	1	1	1	7
Thorp	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>11</u>
Edgar	3	1	5	4	5	18

Edgar again is ranked in the middle of the school districts that have been chosen for comparison purposes. It is now ranked higher than Pittsville as compared to their almost equal ranking when they are in their own athletic conference.

Pittsville has settled with it teachers for a wage package that provides the teachers with a total of a 6.29% salary increase in the first year and a 7.30% increase in the second year. The combined percentages is 13.59%. When the first year increase is applied to the benchmarks salaries they show as follows:

	<u>BAMIN</u>	<u>BAMAX</u>	<u>MAMIN</u>	<u>MAMAX</u>	<u>SCHMAX</u>
Pittsville	\$17758	\$26146	\$20200	\$28588	\$29476
Edgar					
District	17810	25994	19890	28074	29019
Association	17925	26352	20031	28431	29376

The Districts offer is closer to Pittsville for the two B.A. lanes while the Association is the closer for the two M.A.

and the schedule maximum lanes. An examination of the final offer for the second year of the contract shows that the offer of the Association is closer on four of the lanes.

The only way to evaluate all the comparable school districts, based on the evidence that has been submitted, is to look at the average salary per teacher for all of the districts. That data indicates:

AVERAGE SALARY INCREASE PER TEACHER - COMPARABLE DISTRICT

<u>DISTRICT</u>	<u>88-89</u>	<u>SALARY</u>
Pittsville	\$1541	6.29%
Gilman	1015	4.39
Greenwood	1446	5.71
Loyal	1500	6.00
Thorp	<u>1217</u>	<u>4.83</u>
<u>Average</u>	<u>1344</u>	<u>5.44</u>
<u>Edgar</u>		
District	1450	5.94
Association	1781	7.30

For 1989-90, only Pittsville has settled it's contract. That agreement and the Edgar final offers provide as follows;

	<u>89-90</u>	<u>SALARY</u>
Pittsville	1901	7.30
Edgar		
District	1551	6.00
Association	1848	7.06

When the average cost per teacher is used as the method of ranking it is clear that the offer of the District is closer to the comparable settlements among school districts chosen.

It is preferable to examine the impact of the different offers on the benchmarks salaries that have traditionally been recognized by other arbitrators, but the evidence does not permit that. Therefore I must conclude that the offer of the District is the more appropriate in that it comes closest to the average of the other districts.

2. The Interest and Welfare of the Public

Among the other criteria the statute sets is "the interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement".

Evidence has been received as to the agricultural nature of the Edgar district and the impact that the drought has had on the districts financial stability. Although a large number of Edgar residents commute to Wausau, it is clear that this district could not be described as suburban. The total income average

for the district reinforces the perception of the rural nature of the area. This is an agricultural area that has been adversely affected by the problems associated with the lack of moisture similar to all farm communities in Wisconsin

The evidence of the crop losses suffered by farmers in Edgar is no different from any of the other districts used for comparison. Edgar is an area that grows specialty crops such as ginseng. No evidence was presented that indicated that any particular adverse impact, was felt disproportionately on that crop.

The Milk Cow census map found in District Exhibit #67 shows that there is a heavy concentration of milk cows in Edgar, Greenwood, Loyal, and Thorp. A smaller number are found in Gilman, and almost none are found in the boundaries of the Pittsville School District. Dairy income has declined in Edgar, but that has also been felt in most of the comparable districts. Only the Cranberry crop, which suffered a statewide loss of 11%, had no losses in Wood County, where Pittsville is located. Therefore all the comparable districts with the exception of Pittsville, probably suffered extensive losses due to the drought. Pittsville, with a different economic base settled its contract at a lower rate than either final offer in Edgar.

3. The Cost of Living

Wis.Stat. 111.70 (4)(cm) requires that the arbitrator "give weight to the average consumer prices and services, commonly known as the cost-of-living".

The Consumer Price Index has increased in the past year at a rate slower than the increase in the teachers salary's, both nationwide and in Edgar. From July of 1987 to July of 1988 the C.P.I. increased at a rate of 4% nationally and 2.9% in non-metropolitan areas. This was far lower than the final offer of either party.

Simultaneously with a trend toward improved teacher compensation fewer women are entering this field, which was female dominated for generations. The changing role of women in our society has seen more of them planning careers in business and other more lucrative professions. In order to attract people to teaching, salaries have to be increased at a faster rate.

The cost of living increase, though at a rate less than the increase in teachers compensation, is not a factor that supports a lesser pay increase. It is not that significant in the decision of which final offer to chose.

4. Overall Compensation of Employees

The Statutes also mandate that the arbitrator consider the "overall compensation presently received by the municipal employees, including direct wage compensation, vacations, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received".

In examining the overall compensation received by the District's teachers the lack of information relating to benchmark salaries creates difficulties. The total package cost per returning teacher is the only available measure. When the comparable districts are examined we find the following result:

<u>AVERAGE TOTAL COMPENSATION INCREASE - COMPARABLE DISTRICTS</u>				
<u>DISTRICT</u>	<u>1988-89 TOTAL</u>		<u>1989-90 TOTAL</u>	
	<u>PACKAGE</u>		<u>PACKAGE</u>	
Pittsville	\$1732	5.41%	\$2428	7.20%
Gilman	1814	5.93		
Greenwood	1854	5.69		
Loyal	2119	6.33		
Thorp	<u>1899</u>	<u>5.73</u>		
Average	1884	5.82	<u>2428</u>	<u>7.20</u>
Edgar				
District	2268	6.78	2239	6.22
Association	2669	7.94	2739	7.55

Since Pittsville is the only district with a 1989-90 settlement, the value of that as an "average" must be considered with some caution. As for the 1988-89 averages, the Districts final offer is closer to the average for the comparable districts.

The change in Pittsville's health insurance has been noted and the fact that costs will be reduced for the first years coverage under the new arrangement is recognized. The combined percentage increase for Pittsville for both years is 12.61%. The two year increase in the Districts final offer is 13%. The increase for that same period under the Association's offer is 15.49%. If that the first years savings in Pittsville might amount to 0.5%, the Districts offer is still closer to the other comparable districts.

When all the factors that are spelled out in Sec 111.70 (cm) Wis.Stats. are considered the final offer of the District is preferred on the issue of compensation.

J. "JUST CAUSE" PROVISION

In addition to the issue of the salary for the two year contract, the Association has proposed a change in the contract language requiring that there be "just cause" standard for any disciplinary proceeding commenced against a teacher.

In order for this provision to be incorporated in the contract, the proposing party has the burden of showing that there is a need for such a provision, that support for the change is found in the comparable districts, and that something was given to the other party in return. While the evidence does show that similar provisions are found in the contracts of the comparable schools, it also has shown that no disciplinary proceeding has ever been commenced against a teacher in Edgar.

The inclusion of a provision such as this is more appropriately determined by the parties in negotiations rather than by an arbitrator in an interest proceeding. Therefore, as to this provision in the final offer, the proposal by the District is preferred.

K EXTRACURRICULAR COMPENSATION

The last item in dispute has barely been addressed by either of the parties. The Association is proposing a 5.6% extracurricular increase while the District is proposing a 5% increase. When this is evaluated in comparison with the salary increase proposals of 5.94% by the District and 7.30 by the Association, the final offer of the Association appears to be more equitable. No evidence was presented that indicated the pay rate for extracurricular work at any of the other school districts.

L. AWARD

It is the award of this arbitrator that the 1988-90 contract between the Edgar School District and The Edgar Education Association incorporate the final offer of the Edgar School District.

Dated this 25 day of April, 1989

FREDERICK P. KESSLER

FINAL OFFER
of the
EDGAR SCHOOL DISTRICT
November 21, 1988

1. 13. Credits

Change \$60.00 to \$63.00 for 1988-89. Change \$63.00 to \$65.00 for 1989-90. Change \$180.00 to \$189.00 for 1988-89. Change \$190.00 to \$195.00 for 1989-90.

2. 14. Additional Education

Change \$32.50 to \$34.13

3. 18. Adjust rates by 5% each year.

4. 19. B. Adjust rates by 5% each year.

5. 20. Insurance

Change paragraph A. to read: "The Board of Education will pay \$99.57/single, \$261.55/family in 1988-89 and \$109.53/single, \$287.71/family in 1989-90, toward the W.E.A. Insurance Trust Health Plan No. 0682.0. Employees may participate in the Greater Marshfield Health Plan by paying the premium above the amounts listed above."

6. 20. Insurance

Change paragraph C (1) to read: "Add to their salary the amount of single coverages in the health (\$99.57 in 1988-89, \$109.53 in 1989-90) and dental (\$13.44 both years) plans currently in effect."

7. 29. Extra Duty Pay - See Attached.

8. 31. Summer Practice Sessions - Adjust rates by 5% each year.

9. 33. CO-CURRICULAR SALARIES

See Attached.

10. 1988-89 AND 1989-90 SALARY SCHEDULES

See Attached.

⑧ 11/21/88

11. TERMS OF AGREEMENT

Change the dates to reflect a two year agreement effective July 1, 1988 through June 30, 1990.

12. All other items - Staus Quo.

13. Any Stipulations of Agreement.

⑧ H/21/88

29. EXTRA DUTY PAY: PAYMENT WILL BE MADE TO ADULTS FOR DUTIES TAKING PLACE AT TIMES OTHER THAN DURING REGULAR SCHOOL HOURS. THE AMOUNT OF PAYMENT WILL BE \$5.96/HOUR (1988-89) AND \$6.25 (1989-90) FOR THE FOLLOWING DUTIES:

FOOTBALL

1 TICKET TAKER
1 TICKET SELLER
3 CHAIN & DOWN CREW
1 VIDEO TAPE OPERATOR
1 STATISTICIAN
1 ANNOUNCER
1 GROUNDS SUPERVISOR
1 BUS CHAPERONE
1 TIMER & SCORER

BASKETBALL

1 HALL SUPERVISOR
1 TICKET TAKER
1 TICKET SELLER
1 VIDEO TAPE OPERATOR
1 BUS CHAPERONE
1 CONCESSION ADVISOR
1 STATISTICIAN
1 TIMER & SCORER (2 GAMES)

WRESTLING

1 TICKET SELLER & TAKER
1 HALL SUPERVISOR
1 VIDEO TAPE OPERATOR
1 TIMER & SCORER

TRACK

2-6 TIMERS
5 FIELD EVENT JUDGES

VOLLEYBALL

1 HALL SUPERVISOR
1 VIDEO TAPE OPERATOR
1 TICKET SELLER & TAKER

① 11/21/88

PROPOSED SCHEDULE PAY CO-CURRICULAR ACTIVITIES
1988-89 1989-90

	1988-89	1989-90
FOOTBALL - VARSITY	1526.19	1601.5
FOOTBALL - ASSISTANT	1021.03	1072.08
MIDDLE SCHOOL FOOTBALL	200	210
BASKETBALL - VARSITY BOYS & GIRLS	1526.19	1602.5
BASKETBALL - ASSISTANT BOYS & GIRLS	1021.03	1072.08
BASKETBALL - MIDDLE SCH BOYS & GIRLS	733.66	770.34
BASKETBALL - ELEM. BOYS & GIRLS	511.15	536.7
WRESTLING - VARSITY	1526.19	1602.5
WRESTLING - ASSISTANT	1021.03	1072.08
WRESTLING - MIDDLE SCHOOL	733.21	769.87
WRESTLING - ASSISTANT-MIDDLE SCHOOL	511.15	536.7
BASEBALL - VARSITY	1167.09	1225.44
BASEBALL - ASSISTANT	816.84	857.68
SOFTBALL - VARSITY	1167.09	1225.44
SOFTBALL - ASSISTANT	816.84	857.68
TRACK - VARSITY BOYS & GIRLS	1167.09	1225.44
TRACK - ASSISTANT BOYS & GIRLS	816.84	857.68
CROSS COUNTRY - HEAD	1167.09	1225.44
CROSS COUNTRY ASSISTANT	816.84	857.68
VOLLEYBALL - HEAD	1526.19	1602.5
VOLLEYBALL - ASSISTANT	1021.03	1072.08
FORENSICS - HEAD	538.66	565.59
FORENSICS - ASSISTANT	403.99	424.18
FORENSICS - MIDDLE SCHOOL	233.6	245.28
FORENSICS - MIDDLE SCHOOL ASSISTANT	175.2	183.96
ALL SCHOOL PLAY - HEAD	314.21	329.92
ALL SCHOOL PLAY - ASSISTANT	193.99	203.69
ONE ACT PLAY - HEAD	179.53	188.51
ONE ACT PLAY - ASSISTANT	91.26	95.82
PEP BAND	538.66	565.59
PARADES (HEM (LWB) 41.82/44.12)	83.64	88.24
FLAG CORP	350	367.5
YEARBOOK - ADVISOR	610.45	640.98
ADVISORS - JUNIORS & SENIOR HEAD	179.53	188.51
ADVISORS - JUNIORS & SENIOR ASS'T	116.69	122.53
ADVISORS - FROSH & SOPH HEAD	116.69	122.53
ADVISORS - FROSH & SOPH ASS'T	80.78	84.82
FFA	269.32	282.79
FHA	224.43	235.65
FBLA	143.65	150.83
CHEERLEADERS	600	630
CHEERLEADERS - MIDDLE SCHOOLS	105.09	110.34
PROGRAM DESIGNER	269.32	282.79
SOLO & ENSEMBLE	107.73	113.11
STUDENT COUNCIL - HIGH SCHOOL	276.93	290.78
STUDENT COUNCIL - MIDDLE SCHOOL	110.77	116.31
SWING CHOIR	224.43	235.65
FRENCH CLUB	146.63	153.96
ART CLUB	146.63	153.96
LIBRARY CLUB	116.69	122.53
PEP CLUB	146.63	153.96
PHOTOGRAPHY	98.63	103.56
SKI CLUB	200	210
MIDDLE SCHOOL VOLLEYBALL	181	190.05
MIDDLE SCHOOL CROSS COUNTRY	181	190.05
ACADEMIC DECATHLON	98.63	103.56
LETTER CLUB	146.63	153.96

② 11/21/88

EDGAR 1988-89 SALARY SCHEDULE

FOR EXAMPLE

STEP	BS	BS+10	BS+20	BS+30	MS	MS+15
0	17810	18440	19070	19700	19890	20835
1	18492	19122	19752	20382	20572	21517
2	19174	19804	20434	21064	21254	22199
3	19856	20486	21116	21746	21936	22881
4	20538	21168	21798	22428	22618	23563
5	21220	21850	22480	23110	23300	24245
6	21902	22532	23162	23792	23982	24927
7	22584	23214	23844	24474	24664	25609
8	23266	23896	24526	25156	25346	26291
9	23948	24578	25208	25838	26028	26973
10	24630	25260	25890	26520	26710	27655
11	25312	25942	26572	27202	27392	28337
12	25994	26624	27254	27884	28074	29019

13 Longevity:

Teachers passing Step 12 on the schedule will receive increments of \$250 yearly for the 13th to the 17th year, and \$150 yearly from the 18th to the 22nd year. The maximum amount above schedule that can be accumulated will be \$2000.

to

22	27994	28624	29254	29884	30074	31019
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8/11/21/88

EDGAR 1989-90 SALARY SCHEDULE

FOR EXAMPLE

STEP	BS	BS+10	BS+20	BS+30	MS	MS+15
0	18780	19430	20080	20730	20930	21905
1	19480	20130	20780	21430	21630	22605
2	20180	20830	21480	22130	22330	23305
3	20880	21530	22180	22830	23030	24005
4	21580	22230	22880	23530	23730	24705
5	22280	22930	23580	24230	24430	25405
6	22980	23630	24280	24930	25130	26105
7	23680	24330	24980	25630	25830	26805
8	24380	25030	25680	26330	26530	27505
9	25080	25730	26380	27030	27230	28205
10	25780	26430	27080	27730	27930	28905
11	26480	27130	27780	28430	28630	29605
12	27180	27830	28480	29130	29330	30305

13 Longevity:

Teachers passing Step 12 on the schedule will receive increments of \$250 yearly for the 13th to the 17th year, and \$150 yearly from the 18th to the 22nd year. The maximum amount above schedule that can be accumulated will be \$2000.

to

22	29180	29830	30480	31130	31330	32305
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Ⓟ 11/21/88

EDGAR PROFESSIONAL EDUCATION ASSOCIATION
FINAL OFFER

1. 4. Revise Item 4 as follows:

Teachers new to the Edgar School District shall serve a probationary period of three school years. Thereafter, no teacher shall be non-renewed or disciplined without just cause.

2. 12. Salary Schedule - See attachment.

3. 13. Credits - Revise as follows:

Change \$60.00 to \$63.00 for 1988-1989. Change \$63.00 to \$67.00 for 1989-1990. Change \$180.00 to \$189.00 for 1988-1989. Change \$189.00 to \$201.00 for 1989-1990.

4. 14. Additional Education - Revise as follows:

... Change \$32.50 to \$34.32.

5. 18. Adjust rates by 5.6% each year.

6. 19. B. Adjust rates by 5.6% each year.

7. 20. Revise Insurance as follows:

Change paragraph A. to read: "The Board of Education will pay \$99.57/single, \$261.55/family in 1988-1989 and up to \$114.51/single, \$300.78/family in 1989-1990, toward the WEA Insurance Trust Health Plan No. 0682.0. Employees may participate in the Greater Marshfield Health Plan by paying the premium above the amounts listed above".

Change paragraph B. to read: "The Board shall provide \$13.44/single, \$40.91/family toward the 1988-89 WEA Insurance Trust Dental Plan No. 0682.0. For 1989-90, the rates will be adjusted to pay up to 5% of the increase in premiums".

Change paragraph C(1) to read: "Add to their salary the amount of single coverages in health (\$99.57 in 1988-89, and up to \$114.51 in 1989-90) and dental (\$13.44 both years/ plans currently in effect."

12/7/88

8. 28. Adjust rates by 5.6% each year.
9. 29. Extra Duty Pay - Adjust rates by 5.6% each year.
10. 31. Summer Practice Sessions - Adjust rates by 5.6% each year.
11. 33. Schedule of Pay For Co-Curricular Activities (1988-1989,
(1989-1990) - See attached.
12. All other items per tentative agreements or 1986-1988 contract.

MR
12/7/88

12. SALARY SCHEDULE

A. Salary Schedule - 1988-89

(For Example)

<u>STEP</u>	<u>BS</u>	<u>(BS+10)</u>	<u>BS+20</u>	<u>BS+30</u>	<u>MS</u>	<u>(MS+15)</u>
0	17,952.00	18,582.00	19,212.00	19,842.00	20,031.00	20,976.00
1	18,652.00	19,282.00	19,912.00	20,542.00	20,731.00	21,676.00
2	19,352.00	19,982.00	20,612.00	21,242.00	21,431.00	22,376.00
3	20,052.00	20,682.00	21,312.00	21,942.00	22,131.00	23,076.00
4	20,752.00	21,382.00	22,012.00	22,642.00	22,831.00	23,776.00
5	21,452.00	22,082.00	22,712.00	23,342.00	23,531.00	24,476.00
6	22,152.00	22,782.00	23,412.00	24,042.00	24,231.00	25,176.00
7	22,852.00	23,482.00	24,112.00	24,742.00	24,931.00	25,876.00
8	23,552.00	24,182.00	24,812.00	25,442.00	25,631.00	26,576.00
9	24,252.00	24,882.00	25,512.00	26,142.00	26,331.00	27,276.00
10	24,952.00	25,582.00	26,212.00	26,842.00	27,031.00	27,976.00
11	25,652.00	26,282.00	26,912.00	27,542.00	27,731.00	28,676.00
12	26,352.00	26,982.00	27,612.00	28,242.00	28,431.00	29,376.00

13 Longevity:

Teachers passing Step 12 on the schedule will receive increments of \$258 yearly for the 13th to the 17th year, and \$155 yearly from the 18th to the 22nd year. The maximum amount above schedule that can be accumulated will be \$2065.

22	28,417.00	29,047.00	29,677.00	30,307.00	30,496.00	31,441.00
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B. Salary Schedule - 1989-90

(For Example)

<u>STEP</u>	<u>BS</u>	<u>(BS+10)</u>	<u>BS+20</u>	<u>BS+30</u>	<u>MS</u>	<u>(MS+15)</u>
0	18,957.00	19,627.00	20,297.00	20,967.00	21,168.00	22,173.00
1	19,696.00	20,366.00	21,036.00	21,706.00	21,907.00	22,912.00
2	20,435.00	21,105.00	21,775.00	22,445.00	22,646.00	23,651.00
3	21,174.00	21,844.00	22,514.00	23,184.00	23,385.00	24,390.00
4	21,913.00	22,583.00	23,253.00	23,923.00	24,124.00	25,129.00
5	22,652.00	23,322.00	23,992.00	24,662.00	24,863.00	25,868.00
6	23,391.00	24,061.00	24,731.00	25,401.00	25,602.00	26,607.00
7	24,130.00	24,800.00	25,470.00	26,140.00	26,341.00	27,346.00
8	24,869.00	25,539.00	26,209.00	26,879.00	27,080.00	28,085.00
9	25,608.00	26,278.00	26,948.00	27,618.00	27,819.00	28,824.00
10	26,347.00	27,017.00	27,687.00	28,357.00	28,558.00	29,563.00
11	27,086.00	27,756.00	28,426.00	29,096.00	29,297.00	30,302.00
12	27,825.00	28,495.00	29,165.00	29,835.00	30,036.00	31,041.00

13 Longevity:

Teachers passing Step 12 on the schedule will receive increments of \$266 yearly from the 13th to the 17th year, and \$160 yearly from the 18th to the 22nd year. The maximum amount above schedule that can be accumulated will be \$2130.

22	29,955.00	30,625.00	31,295.00	31,965.00	32,166.00	33,171.00
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12/7/88
JAL

PROPOSED SCHEDULE PAY CO-CURRICULAR ACTIVITIES
1988-89 1989-90

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ONE ACT PLAY - ASSISTANT	91.26	95.82
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FLAG CORP	350	367.5
YEARBOOK - ADVISOR	610.45	640.98
ADVISORS - JUNIORS & SENIOR HEAD	179.53	188.51
ADVISORS - JUNIORS & SENIOR ASS'T	116.69	122.53
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CHEERLEADERS - MIDDLE SCHOOLS	105.09	110.34
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LIBRARY CLUB	116.69	122.53
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PHOTOGRAPHY	98.63	103.56
SKI CLUB	200	210
MIDDLE SCHOOL VOLLEYBALL	181	190.05
MIDDLE SCHOOL CROSS COUNTRY	181	190.05
ACADEMIC DECATHLON	98.63	103.56
LETTER CLUB

29c 12/7/88

THE ABOVE WILL BE INCREASED BY 15% FOR PEOPLE AFTER THE 5TH YEAR IN THEIR POSITION.

THE NEED FOR ASSISTANTS WILL BE DETERMINED BY THE NUMBER OF PARTICIPANTS AND/OR SEPARATE SCHEDULES FOR TEAMS (IE. FROSH., J.V. ETC.) CROSS COUNTRY MAY HAVE 2 HEAD COACHES (B&G) OR ONE HEAD/ONE ASSISTANT.

MAC-12/13/88