

**RECEIVED**  
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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Arbitration :  
Between :  
**MADISON TEACHERS INCORPORATED** :  
and : **AWARD**  
**MADISON METROPOLITAN SCHOOL DISTRICT** :  
Case 194 No. 43367 :  
INT/ARB-5527 Dec. No. 26392-A :

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**I. NATURE OF PROCEEDINGS.** This is a proceeding under the Municipal Employment Relations Act of the State of Wisconsin. The Madison Teachers Incorporated (Union) on December 21, 1989, filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the Madison Metropolitan School District (District) in collective bargaining and asking for arbitration pursuant to Section 111.70 (4) (cm) 6 of the Act. The Commission, having investigated through staff member Edmond J. Pielarczyk, found that an impasse did exist, that parties substantially complied with the procedures of the statutes required prior to arbitration, and that the conditions precedent to arbitration had been met, and therefore the Commission ordered arbitration on March 29, 1990. The parties, having selected Frank P. Zeidler as arbitrator, the Commission appointed him on April 16, 1990. Hearings were held on August 30, 1990, and on September 5, 1990, on both occasions at the offices of MTI in Madison, Wisconsin. Reply briefs were exchanged February 16, 1991.

**II. APPEARANCES.**

ROBERT J. KELLY, Attorney, KELLY AND HAUS, appeared for the Union.

SUSAN HAWLEY, Attorney, Labor Contract Manager, appeared for the District.

**III. THE FINAL OFFERS.** The complete final offers are appended. The Union offer is Appendix A and the District offer is Appendix B.

**IV. FACTORS TO BE CONSIDERED.** The following factors to be considered by the arbitrator are found in Section 111.70 (4) (cm) 7, Stats.:

"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 the wages, hours and conditions of employment of other employees performing similar services.

"e. Comparison of the 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 the municipal employes involved in the arbitration proceedings with 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."

**V. PERTINENT HISTORY.** A short recitation of events leading to the issues here is useful. The parties negotiated an Agreement for the period of October 16, 1987, to October 15, 1989. In this Agreement there is a Section III-L-13 which concerns payment for persons coaching and engaged in athletic activity instruction. The Agreement provided at III-L-13 (F) that,

"The rates contained in III-L-13 shall be reopened for negotiations with the final offer resolution available to parties in accordance with Wis. Stat. 111.70, at the conclusion of the study by High School Athletic Directors, et al." (UX 1). Four Athletic Directors in high schools met on the matter of coaching compensation and made recommendations for certain changes in the schedule on March 24, 1988. These changes included assigning Athletic Directors to only two teaching periods per day, and paying head coaches in cross country, golf, soccer, tennis and volleyball at a 9% increase on base schedule instead of 8%. These recommendations were Priority 1. Paying the fall Athletic Trainer at 7% and adding assistant golf and tennis coaches at 6%, adding fall, winter and spring strength coaches and a winter Athletic Trainer at 6% and adding a spring Athletic Trainer at 5% was Priority 2. Priority 3 was to add a freshman coach for golf and tennis at 5%. (UX 3A).

The Athletic Directors again on April 4, 1989, in a letter to John A. Matthews, MTI Executive Director, stated essentially the same proposals. The parties bargained for an Agreement from October 16, 1989, to October 15, 1991, which they eventually agreed to in April 1990. The same provision in III-L-13 (F) was found in this Agreement, and the parties continued to bargain on the coaches' proposals. The matter finally went to the arbitration here. The differences between the parties' proposals involved here are shown in the following table which is taken from the Union Brief.

Table I

COMPARISON OF PARTIES' FINAL OFFER PROPOSALS

MTI's Final Offer Position	District's Final Offer Position
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SUBSTANTIVE MODIFICATIONS TO PROFESSIONAL  
EXTRA DUTY COMPENSATION SCHEDULE (SEC. III(L)(13))  
UNION EX. 7(B)

I. Add, pursuant to the study by the High School Athletic Directors, the following new "Professional Extra Duty Situations" payable at the noted "% of Base" to Extra Duty Compensation Schedule:

Athletic Trainer (Winter) @ 6%	No change; status quo
Athletic Trainer (Spring) @ 5%	No change; status quo
Assistant Coach-	
Golf @ 6%	No change; status quo
Tennis @ 6%	No change; status quo
Cross Country (when squad exceeds 35) @ 6%	No change; status quo

II. Athletic Directors to be assigned two (2) rather than three (3) teaching periods per day. No change; status quo

III. Increase, pursuant to the study by the High School Athletic Directors, the "% of Base" payable as follows:

Head Coach-		
Cross Country	from 8 to 9%	No change; status quo
Soccer	from 8 to 9%	No change; status quo
Tennis	from 7 to 9%	No change; status quo
Volleyball	from 8 to 9%	No change; status quo
Golf	from 7 to 9%	No change; status quo

Head Coach-		
Freshman		
Football	from 6 to 8%	No change; status quo

Freshman  
Basketball from 7 to 8% No change; status quo  
Pom Pon Advisor from 5 to 7% No change; status quo

NON SUBSTANTIVE MODIFICATIONS TO LANGUAGE  
OF PROFESSIONAL EXTRA DUTY COMPENSATION SCHEDULE  
UNION EX. 7(C)

LEVEL 9 None

LEVEL 8

Change: Head Coach - Junior Varsity  
Basketball, Football No change; status quo  
to:  
Coach - Junior Varsity,  
Basketball, Football

Change: Term - Tenth Grade No change; status quo  
to:  
Sophomore

Move: Asst. Coach - Gymnastics No change; status quo  
as indicated

LEVEL 7

Change: Manager - Equipment (fall)  
to: No change; status quo  
Fall Equipment Manager

LEVEL 6

Change: Term Ninth Grade No change; status quo  
to:  
Freshman

LEVEL 5

Change: Term Coach No change; status quo  
to:  
Head Coach

Change: Term Ninth Grade No change; status quo  
to:  
Freshman

Change: Manager Equipment (spring)  
to: No change; status quo  
Spring Equipment Manager

LEVEL 4

Change: Term Ninth Grade No change; status quo  
to:  
Freshman

Change:

III (L) (10)C re: No change; status quo  
Five paydates as indicated.

During the negotiations for the 1988-89 Agreement the parties did agree to certain changes in the extra duty compensation schedule. These included:

- Head Cheerleader Advisor from 5% to 7% of base.
- Pom Pon Advisor from 4% to 5%.
- Head Coach, Girls' Golf, from 6% to 7%.
- Assistant Coach, Girls' Golf from 4% to 5%.

In the 1989-91 Agreement the parties agreed to the following:

- Dramatics Coach - three productions - 12% of base.
- Assistant Pom Pon Coach at 4%.
- Assistant Cheerleader Coach at 4%.
- Dramatics Coach - one production - 4% of base.
- Drama Assistant from 4% to 6% of base.

In the offers here, the District and the Union offers both agree upon an addition of three Strength Coaches.

The matter here is an issue over Section III-L of the Agreement, but is confined for effective purposes chiefly to III-L-13.

**VI. COSTS OF THE OFFERS.** The District has three bases upon which increases in percent are calculated for persons in the "additive" schedule. Base 1 applies to the first four years of service in a program. Base 2 starts after four years, and Base 3 starts after 8 years. The Union has calculated the following costs:

**Table II**

ESTIMATE OF ADDITIONAL COST FOR MTI OFFER IN 1990-1991

<u>Group</u>	<u>Cost at Base 1</u>	<u>Cost at Base 3</u>
Existing Positions Increases	\$10,244.16	\$14,341.92
Added Positions Increases	28,531.00	34,659.64
Total of 1 and 2	<u>\$38,757.16</u>	<u>\$49,001.56</u>
Average cost of .2 allocation for Athletic Directors (\$25,000 x .20 x 4)	20,000.00	20,000.00
Total Cost	<u>\$58,757.16</u>	<u>\$69,001.56</u>

(UX 9)

**VII. LAWFUL AUTHORITY OF THE UNIT OF GOVERNMENT.** There is a dispute here as to the extent to which the arbitrator can go in considering the Union offer. It is the contention of the District that the Union offer exceeds the terms of the Agreement which allowed a reopener on rates for extra duty compensation. Increase in pay rates only for existing positions is called for in the reopener. According to the District, the matter of five new positions or changing the teaching load of Athletic Directors is not within the scope of the Agreement, nor is the arbitrator authorized to place five new employees on the schedule or reduce the teaching load. These, according to the District, are exclusively the rights of management under Section I-A of Management Rights Clause of the Agreement.

The District states that adding new positions into a Bargaining Agreement is a permissive subject of bargaining and not a mandatory one. The District did not agree to include the new positions on extra duty compensation schedule, and the re-opener does not give the Union that right. The re-opener only deals with rates of compensation.

The District notes that it is not obligated to fill the positions and that their addition will only serve to confuse employees who may assume that the District is obligated to fill the positions. The District says the fact that the Athletic Directors chose to include in the recommendation their own concerns and that the Union chose to incorporate all of these recommendations is irrelevant; the District is under no obligation to consider or accept any recommendation which went beyond pay rates.

The Union holds that the District position is frivolous and without any basis in law or equity. The parties re-opened the rates issue. The Union submitted a comprehensive bargaining proposal, the parties met on this proposal four or five times, and the parties finally at the request of the Wisconsin Employment Relations Commission submitted final offers.

The Union cites Section 111.70 (4) (cm) 6 (a) to the effect that final offers may include mandatory subjects of bargaining only, but permissive subjects may be included if the other party does not object. The District did not object to any of the matters it is now objecting to. The Union final offer and every proposal must therefore now be treated as a mandatory subject of bargaining. The arbitrator cannot now modify an offer.

Discussion. Section 111.70 (4) (cm) of the Statutes is useful for resolving this initial contention between the parties. Subsection 6.a. says,

"Such final offers may include only mandatory subjects of bargaining, except that a permissive subject of bargaining may be included by a party if the other party does not object and shall then be treated as a mandatory subject."

Subsection 6.g says,

"If a question arises as to whether any proposal made in negotiations by either party is a mandatory, permissive or prohibited subject of bargaining,

"the commission shall determine the issue pursuant to par. (b). If either party to the dispute petitions the commission for a declaratory ruling under par. (b), the proceedings under 6. c and d. shall be delayed until the commission renders a decision in the matter, but not during any appeal of the commission's order. The arbitrator's award shall be made in accordance with the commission's ruling subject to automatic amendment by any subsequent court reversal thereof."

Section 6 (d) states,

"The arbitrator shall adopt without further modification the final offer of one of the parties on all disputed issues submitted under subd. 6 a, except those items that the commission determines not to be mandatory subjects of bargaining and those items which have not been treated as mandatory subjects by the parties, and including any prior modifications of such offer mutually agreed upon by the parties under subd. 6. b, which decision shall be final and binding on both parties and shall be incorporated into a written collective bargaining agreement."

In the opinion of the arbitrator, the District, not having either in the course of bargaining or in an appeal to the Commission, raised the issue of whether the addition of new positions and reduction of work hours were permissive only, has not exercised its right to object, and the Commission not having issued an order modifying the Union final offer, thus the arbitrator is confronted with considering the final offer of the Union without modification.

**VIII. STIPULATIONS OF THE PARTIES.** All other matters have been stipulated to. As noted earlier, the parties have a tentative agreement which includes the positions of Strength Coach (Fall), Strength Coach (Winter), and Strength Coach (Spring) at 6% of the base.

**IX. COMPARABLE DISTRICTS.** The Union's comparable districts include Appleton, Eau Claire, Green Bay, Janesville, Kenosha, Madison, Milwaukee, Oshkosh, Racine, Sheboygan, and Waukesha.

The District's list includes Appleton, Eau Claire, Milwaukee, West Allis, Madison, Sheboygan, Green Bay, Kenosha, Oshkosh, Wausau, La Crosse, Beloit, Racine, Janesville and Stevens Point.

The Union holds that its list which includes ten of the eleven largest school districts in the State should be used. It was the list which the District used in a recent arbitration between the parties on middle school bargaining unit members. The Union says that the schools are similar in school pupil population, faculty, tax base, tax rates, and economic activity because all districts are urban. The comparability group is large enough to draw valid conclusions from available data.

The District has a list which includes the 15 largest districts. The District says that the parties have used various comparability bases in the past and not only the ten largest districts minus West Allis which is the ninth largest district. The District says that its list more accurately reflects

the parties past practice in cases involving monetary issues. The Union, in contending the districts are similar, offers no basis for its conclusions. The Union's collection reflects an attempt to cull out of the top 15 districts those most favorable to its position.

Discussion. The comparable lists of parties in arbitration are generally selected to include districts from which favorable data can be drawn. No information was supplied by the parties on FTE of teachers, on average daily pupil attendance, local populations of the districts, and education costs. However Madison being one of the larger districts, it must be assumed that the large urban places would tend to produce the most comparable data. The arbitrator is not advised as to why the Union left West Allis out of its list as it is among the ten largest districts, but on the whole the arbitrator is of the opinion that the Union list is most comparable, because it represents a more concentrated list of larger districts. The usefulness of either list is not full inasmuch as the districts all do not have comparable job positions or titles, and so comparisons have been made by the parties only from a selected list of districts for various positions. Thus the District comparison has considerable validity also and will be referred to as found useful.

**X. COMPARISONS OF COMPENSATION OF HEAD COACHES AND POM PON ADVISORS.** The Union is proposing to increase the pay of Head Coaches on the grounds that no Assistant Coach in any activity should be paid more than any Head Coach in any activity. The percentage increases, shown earlier, would advance all Head Coaches in varsity sports to 9% of base and all Head Coaches in freshman sports to 8% of base. The following table is abstracted from UX 15A and UX 15 B:

**Table III**

**RANK OF MADISON HEAD COACHES AMONG 11 COMPARABLE DISTRICTS  
FOR 1989-90 AND 1990-91 WITH 9% OF BASE**

<u>Position</u>	<u>1989-90</u>		<u>1990-91</u>	
	<u>\$ Amt.</u>	<u>Rank</u>	<u>\$ Amt.</u>	<u>Rank</u>
Cross Ctry.	1,771.92	3/11	1,920.78	3/7
Soccer	1,771.92	5/9	1,920.78	3/5
Tennis	1,771.92	4/11	1,920.78	4/7
V-Ball	1,771.92	7/11	1,920.78	5/7
Golf	1,771.92	4/11	1,920.78	4/7
Fr.Ft.Bl.	1,575.04	4/7	1,707.36	3/5
Fr.Bs.Bl.	1,575.04	3/6	1,707.36	3/4

The following table is abstracted from a chart in the Union Brief at p. 43, a chart which is in turn derived from UX 15 (B) and UX 1 (B):



**Table IV**

DEVIATION OF FINAL OFFERS IN MADISON AT BASE 1  
FROM AVERAGE SALARY FOR HEAD COACHES  
IN COMPARABLE DISTRICTS, 1990-91

<u>Position</u>	<u>Aver. Sal. Comp. Dists.</u>	<u>District Salary Deviation</u>	<u>Union Salary Deviation</u>
Cross Ctry.	1,869	-161	+ 51.93
Soccer	2,452	-745	-531.70
Tennis	1,901	-407	+ 20.06
V. Ball	2,233	-526	-312.24
Golf	1,859	-365	+ 62.27
Fr.Ft.Bl.	1,731	-450	- 23.25
Fr.Bs.Bl.	1,801	-307	- 93.25

District Exhibits 6, 7 and 8 were listings of payments for positions at issue here for 1987-88, 1988-89, and 1989-90 for the districts in the District's comparable list. Since four of the districts in the District's list do not appear in the Union list which the arbitrator has determined as the more comparable, the arbitrator has eliminated those districts from the District's tables in Exhibits 7 and 8 only to arrive at the following table.

**Table V**

RANK OF MADISON HEAD COACHES AND OTHER COACHES AMONG 11  
COMPARABLE DISTRICTS FOR 1988-89 AND 1989-90

<u>Position</u>	<u>1988-89</u>		<u>1989-90</u>	
	<u>\$ Amt.</u>	<u>Rank</u>	<u>\$ Amt.</u>	<u>Rank</u>
Cross Ctry.	1,575	3/9	1,640	4/11
Soccer	1,575	5/8	1,640	6/9
Tennis	1,378	4/9	1,435	4/11
V. Ball	1,575	5/9	1,640	6/10
Golf	1,378	4/9	1,435	5/11
Fr.Ft.Bl.	1,181	3/5	1,230	4/5
Fr.Bs.Bl.	1,378	2/4	1,435	2/4

From District Exhibit 9, the arbitrator, applying the rank of Madison only to the Union list of comparables, where the District has reported them in its list, constructed this table:

Table VI

RANK OF MADISON HEAD COACHES AMONG 11 COMPARABLE DISTRICTS FOR 1990-91 UNDER THE OFFERS

<u>Position</u>	<u>District Offer</u>		<u>Union Offer</u>	
	<u>\$ Amt.</u>	<u>Rank</u>	<u>\$ Amt.</u>	<u>Rank</u>
Cross Ctry.	1,715	4/9	1,929	2/9
Soccer	1,715	6/7	1,929	5/7
Tennis	1,500	5/7	1,929	3/7
V. Ball	1,715	6/8	1,929	6/8
Golf	1,500	5/9	1,929	2/9
Fr.Ft.Bl.	1,286	4/5	1,715	3/5
Fr.Bs.Bl.	1,500	2/5(1)	1,715	2/5

(1) A tie with Sheboygan

In District Exhibit 9, the District factored in its listings only one district not in the Union list of comparables. The District averaged salaries of the districts where any given position existed and made comparisons as to how close each of the final offers was to the average. The following table is an abstract of Exhibit 9 with information also taken from District Exhibit 10:

Table VII

AVERAGE SALARIES FOR SELECTED POSITIONS IN COMPARISON TO FINAL OFFERS, 1990-91

<u>Position</u>	<u>No. of Dists.</u>	<u>Average</u>	<u>District F.O.</u>	<u>Union F.O.</u>	<u>Closest to Average</u>
Cross Ctry.	10	1,673	1,715	1,929	District
Soccer	8	2,083	1,715	1,929	Union
Tennis	10	1,629	1,500	1,929	District
V. Ball	9	2,063	1,715	1,929	Union
Golf	10	1,561	1,500	1,929	District
Fr.Ft.Bl.	5	1,551	1,286	1,715	Union
Fr.Bs.Bl.	5	1,418	1,500	1,715	District

The District in DX 10 calculated the total dollars by which each offer was closer to the average. For the seven positions in the above list, the District in the four categories in which it was closer, was closer by a total of \$907 and the Union in three positions was closer by \$529.

District Exhibit 11 was a bar chart in which the District compared payment for positions in Madison, Racine, Green Bay, and Kenosha. The rank of Madison in this type of comparison was as follows for Head Coaches:

Cross Country	1 of 4
Soccer	1 of 3
Tennis	1 of 4
Volleyball	2 of 4
Golf	1 of 4
Freshman Football	2 of 2
Freshman Basketball	1 of 1

Though not called a "coach", the compensation for the position of Pom Pon advisor is also at issue. Under the Union offer the Pom Pon adviser would have a pay raise to 7% of base from 5%. In the previous agreement it was at 5% also, having been raised from 4%. The cost of the Union proposal for 1990-91 would be for this particular position \$1,707.36 at Base 1 and \$2,390.32 at Base 3 for four positions. (UX 9).

The individual Pom Pon advisor position in Madison will be paid in 1990-91 the sum of \$1,067 under the District offer and \$1,494 under the Union offer. The average pay in the comparable districts listed by the Union is \$1,647, so the District offer deviates by \$580 and the Union offer by \$154 from the average. (UB at 44).

Positions on Raises for Existing Positions. The Union offers the following reasons for its offer on raises:

- The Union proposed salaries are closer to the average salaries from comparable districts and exceeds them in two instances, and then only by a small amount.

- The District proposed salaries are significantly lower than in the comparable districts.

- The District is the second largest district in the State, offering 23 varsity sports, more than any other district.

- Coaches in the athletic programs should receive salaries like those paid at comparable institutions.

- The Union's proposal is supported by comparable data.

- The same reasons for supporting the offer on Head Coaches applies to the offer on the Pom Pon advisor.

- No Assistant Coach in any sport should make more than any Head Coach in any other sport.

- Freshman Coaches should get more pay since there are more freshman players, because of a no-cut rule, and there is increased travel due to an expanded conference.

- As to the Pom Pon advisor, this advisor may have more than one squad and works throughout the year.

The District makes the following points on its offer:

- The only issue properly before the arbitrator is the matter of pay increases for Head Coaches and Pom Pon advisors. The other issues raised by the Union exceeds the terms of the re-opener clause.

- The proposal for increasing the pay of Head Coaches in order to keep it higher than the pay of any Assistant Coach totally negates the unique differences in the sports and the coaching responsibilities. The Head Coach position does not necessarily mean greater responsibilities than the position of Assistant Coaches. Some Head Coach positions require less knowledge of technique and equipment than Assistant Coaches in other sports.

- The claimed responsibilities of Head Coaches in scheduling contests, budget making, and hiring of officials is also work done by the Athletic Directors, or the District Athletic Director, according to the testimony in the hearings.

- As to more freshman players because of a no-cut rule and an expanded conference, no evidence was submitted to show that enrollment of freshman football and basketball expanded significantly or what effect it has had.

- It is also not clear that there will be an expanded conference.

- Further the Freshman Football Coach has an assistant and the Basketball Coach has none. This indicates that the primary reason behind the Union offer is motivated primarily by the desire to see that no Assistant Coach is paid more than a Head Coach. This is an absurdity when the Freshman Football Head Coach is compared to the varsity Football Assistant Coach.

- District Exhibits 9 and 10 show that in four of the seven coaches positions under the District's list of comparables, the Union is closer to the average in four out of seven positions.

- The District under the 1987-89 agreement increased the Pom Pon advisor from 4% to 5% and added an Assistant Pom Pon advisor at 4%.

- Schools in this activity operate differently, some with two squads and some with one. The current program needs to develop further before additional funding is committed, and it is not clear that the rationale for greater pay applies uniformly across the District.

Discussion. On the matter of Head Coaches, the argument of the Union that every Head Coach must be paid more than any Assistant Coach is not persuasive. The testimony in the hearings showed that there is considerable difference in the character of sports as to type of activity, members participating, and knowledges and skills to teach and direct them. This argument is not a reason for supporting the Union proposal.

However it should be noted from Tables III, IV, V and VI foregoing that Madison has a relatively low rank in pay for the Head Coaches at issue except for Cross Country; and in dollar amount when compared to the averages for the positions where they exist in other districts, the Madison offer is considerably lower as shown in Table IV.

This lower dollar pay scale is also shown by an examination of Table VII in which the District comparables have been used.

The conclusion is that for this aspect of the final offers relating to Head Coaches, the Union offer is more comparable in dollar amounts.

As to the Pom Pon advisor position, the District makes a valid argument that there is not a uniform responsibility for persons in such positions in the four high schools involved; but even so, the position is not paid a comparable rate considering the average salary in comparable districts. Again, the Union offer is the more comparable one as to pay for this position.

**XI. WAGE COMPARISONS OF POSITIONS TO BE ADDED.** The Union is proposing to add certain new positions to the extra duty schedule. These positions include

Athletic Trainer (Winter) at 6%  
Athletic Trainer (Spring) at 5%  
Assistant Coach - Cross Country at 6%  
Strength Coach (Fall) at 6%  
Strength Coach (Winter) at 6%  
Strength Coach (Spring) at 6%.

Assistant Coaches in Golf and Tennis are listed in the 1990-91 Agreement as in the previous agreement, but no one holds those positions at present. The Union is proposing that the compensation for persons who hold such positions be changed from 5% to 6%.

The District offer also proposes to add the positions of Strength Coach for Fall, for Winter, and for Spring at 6%, so this matter will not be referred to here.

Provision is currently made in the Agreement for one Athletic Trainer position who works in the Fall period.

The following comparisons are taken from District Exhibit 9 for some of the positions listed above. The listings of averages include Wausau, not under the primary listings here, but not sufficiently critical to remove from the calculations and to recalculate resulting averages.

Table VIII

COMPARISON OF COMPENSATION FOR POSITIONS PROPOSED  
TO BE ADDED TO MADISON EXTRA DUTY SCHEDULE

<u>Position</u>	<u>Madison</u>	<u>Aver. of Comp. Dists.</u>	<u>No. of Dists.</u>	<u>Union Proposal</u>
Athletic Trainer	1,650 <sup>(1)</sup>	1,454 <sup>(2)</sup>	2	1,286 Winter 1,072 Spring
Assistant Coach - Golf	1,072 <sup>(3)</sup>	847	3	1,286
Assistant Coach - Tennis	1,072 <sup>(3)</sup>	1,291	7	1,286
Assistant Coach - Cross Country	N.A.	1,255	6	1,286

(1) Fall only.

(2) A La Crosse figure. \$727 twice a year.

(3) Position listed at 5%. Not filled.

The 1989-91 Agreement has at III-L-13 B, the following: "Assistant Coaches assigned to any one of the above, but not so delineated shall be paid 70% of the rate for coaching the activity in which he/she is assisting." To the arbitrator this means that the rates for Golf and Tennis Assistant Coaches which are set forth under the Agreement at 5% are not covered by this paragraph (B), but the Cross Country Assistant Coach is. Since under the Agreement the Head Cross Country Coach gets 8%, the Assistant Coach would be getting 5.6% if appointed to the position by the District.

Union Position on Cost Comparisons Summarized. The Union states that its proposal is not so much to add the Assistant Coach positions to the schedule, but to delineate the specific base at a whole percentage instead of the 70% of whatever the Head Coach is making. The Union says there is a need to fill the positions and under its proposal it will be at little cost.

The cost of additional Athletic Trainer positions when compared to the current cost of the District for substitute service currently being paid for shows that there will be only a difference of \$766.99. More comparisons of costs in comparable districts cannot be readily made as only one district has such a position.

District Position on Cost Comparisons Summarized. The District states that of its fifteen districts only three had Assistant Golf Coaches and the payment varied widely. The average of \$847 for the districts with such coaches is at great variance with the Union offer of \$1,286.

As to Assistant Cross Country Coach, in 1990-91 seven provided for the position with pay ranging from \$1,994 in Appleton to \$853 in Wausau with an average of \$1,255, but it should be noted from the 1989-90 data supplied by the District in its Exhibit 8, that in that year, of the three districts

most similar in size to Madison, namely Racine, Green Bay and Kenosha, only Racine had a Cross Country Assistant Coach whose pay was \$700. Thus the comparables do not clearly justify the Union offer.

The principle argument for an Assistant Coach in comparables may be for an Assistant Tennis Coach, but no evidence was offered other than an argument that the person in such a position should take the place of parents in accompanying teams to matches. The proposed position is not supported by any need in the Madison district.

The District also argues that there is no need for the additional Athletic Trainer positions.

Discussion. The matter of the need for Assistant Coaches and the additional Athletic Trainer positions will be discussed in detail later. Here the discussion is limited to the comparability of the costs in the offers. As to this comparability of compensation, a review of Table VI reveals that if the positions are needed, and if the District appoints persons to them, the compensation proposed by the Union is comparable except for Assistant Coach - Golf. Of course, a review of pay schedules in District Exhibits 8 and 9 reveals a wide spread in compensation for Assistant Coaches. This would imply among other things a variation in participants in athletic programs. This would also imply by the absence of many schools from the list the question of whether such positions are at all needed. However where there is a need for such a position, the Union offer for compensation appears comparable.

#### **XII. COMPARISONS OF COSTS OF ATHLETIC DIRECTORS REDUCTION IN HOURS OF TEACHING.**

The Union has estimated the cost to the District for reducing the hours of teaching of Athletic Directors to be at \$20,000 whether for Base 1 or Base 3. The Union is asking for release time of three periods.

The conditions of Athletic Directors in comparable districts needs to be considered.

An exhibit of the District, Exhibit 12, presents a table which for purposes here is called Table IX and is reproduced in full. The table includes the list of comparables supplied by the District.

Table X is the copy of the Union's similar type of comparison for 1990-91.

Table IX

5X #12

DISTRICT ATHLETIC DIRECTORS - 1990-91  
(For Districts With Available Data)

<u>District</u>	<u>Administ Athletic Director</u>	<u>Barg. Unit Athletic Director</u>	<u>1990-91 Stipend</u>	<u>Release Time</u>
Appleton	No	Yes	\$3,766 (17%)	Hired at 40% teaching, 60% athletic director
Eau Claire	No	Yes	\$3,816 (18%-Jr. High) \$4,240 (20%-High Sch)	1 period 1 period
Green Bay	No	Yes	\$3,803 (18%)	1 period
Janesville	Yes	No-Asst. AD's only	N/A	1 period
LaCrosse	No	Yes-Middle School only	\$2,361 (13%)	None
Milwaukee	Yes	No	N/A	N/A
Oshkosh	Yes	No	N/A	N/A
Sheboygan	Yes	No	N/A	N/A
Wausau	No	Yes	\$2,133 (10%)	1 period
Beloit	Yes	No	N/A	N/A
Stevens Point	Yes	No-Asst. AD's only	N/A	N/A
West Allis	Yes	No	N/A	N/A
Racine	Yes	No	N/A	N/A
Kenosha	Yes	Yes-Athletic Chairpersons	\$550	1-two periods 1-no classes; athletic chair and activities' director
Madison	Yes	Yes	\$3,858 (18%)*	2 periods

\* 4 Athletic Directors  
 - All at Base 3, Step 9 of the BA schedule.  
 - Therefore, each actually earned \$5,167 for the 1989-90 school year.  
 - For 1990-91, each will earn \$5,401 for Athletic Director stipend.



1990-1991

	Administration (Asst. Principal) Full Time Athletic/ Activities Director	Teacher	# of Classes Taught/Day	# of Varsity Sports	Extra Duty Compensation as a Percent of Base	Extra Duty Compensation 1990-91	Additional Comments
Appleton		x	2	19	17	\$3,766.35	
Eau Claire		x	3	19	20	\$4,240.00	Full time secretary plus supervision pay for attending athletic events
Green Bay		x	4	14	18	\$3,803.04	Plus supervision pay for attending athletic events.
Janesville		x	4	19		n/a	
Kenosha	x	x	0	20	n/a	n/a	
Milwaukee	x			18	Admin. salary schedule	n/a	
Oshkosh		x	3	20	20X	\$4,409.40	
Racine	x	x	0	20	Admin. salary schedule	n/a	
Sheboygan	x	x	0	19	Admin. Salary schedule	n/a	
Waukesha	x	x	0	20	Admin. Salary schedule	n/a	Flexible Hours - comes late if works late previous night Grades 10-12
Average of reported data			1.6	18.8		\$4,054.70	
MADISON	x	x	3	23	18X	\$3,841.56	

Table X

Union  
24.188

It should be noted that the Base 1 pay under the 1990-91 Agreement for Athletic Directors will be \$3,858, but each of the four Athletic Directors at Madison are at the top of the schedule Base 3, and will earn \$5,401 for the year. (DX 13).

In 1983-84 the stipend for Athletic Directors in Madison was raised from 16% to 18% and in 1987-88 the release time was changed from one period to two periods. In eleven year's time there was a 98% increase in the base stipend. (DX 13).

The Union Position Summarized. The Union offers the following arguments on its offer:

- Based on its exhibits, the District with 23 varsity sports offers more than any other comparable district, where the average is 18.

- The District Athletic Directors teach three classes, whereas 60% of the Athletic Directors in other comparable districts teach two or less classes per day, averaging 1.6 classes per day.

- The Athletic Directors employed by the District were paid an extra duty stipend of \$3,548.84 whereas other Athletic Directors in comparable districts were paid on the average \$3,887.94. In 1988-89 and in 1990-91 Athletic Directors in Madison were paid \$3,841.56 whereas in comparable districts the average was \$4,054.70.

- The reduction of hours is most reasonable and comparable, and the Union is seeking to bring wages and hours of the Athletic Directors up to the comparability pattern.

The District Position Summarized. As to the cost of the Athletic Directors' request, the District makes the following points:

- The Athletic Directors are being paid currently full annual teaching contracts ranging from \$41,615 to \$45,885 for only three periods of teaching.

- One Athletic Director teaches only two classes, because he gets an additional reduction of class for being the Department Chair.

- The District is thus compensating Athletic Directors from two fifths to three fifths of their annual teaching contracts plus \$5,401 for their Athletic Director work.

Discussion on Comparison of Costs and Working Conditions of Athletic Directors. The arbitrator is of the opinion that the consideration of comparability on the working conditions of Athletic Directors is best made when the districts in which the Athletic Directors are teachers, and are not part of the administrative staff but are bargaining unit members, are considered alone. A review of District Exhibit 12 and Union Exhibit 18 B shows that the districts which meet these requirements are Appleton, Eau Claire, and Green Bay with Madison.

The exhibits do not agree on the Oshkosh situation. The Union exhibit shows the position to be a teacher position, while the DX exhibit shows it to be an administrative position. The exhibits do not agree on the Janesville situation. District Exhibit 12 shows the teacher involved to be an Assistant Athletic Director, Union Exhibit 18 B shows it to be a teacher. However even if one accepts all the positions as involving teachers, only at Appleton does the Teacher-Athletic Director have only two classes. Two of the others have three teaching hours and two have four. The Athletic Directors in the Union list, who are administrators, have no teaching duties, and this in effect brings the average when teachers and administrators are grouped to the Union average of 1.6 hours. The more valid comparison in the opinion of the arbitrator is that of teachers only, and here the comparison supports the District's position of retaining the three teaching hours.

As to the dollar amount paid Athletic Directors in the above comparable districts, the parties in their exhibits furnished base stipends, except in the case of Madison where top stipend obtainable is given at \$5,167 for 1989-90 and \$5,401 for 1990-91. If the base stipend is taken alone, Madison among the four most comparable districts which include Appleton, Eau Claire and Green Bay is second highest. The arbitrator cannot readily determine top stipends with longevity or experience, but notes that Madison's top is reached by two four year intervals whereas in Eau Claire the top is reached by two five year steps. The evidence is that the compensation for the position of Athletic Director in Madison is comparable to the most comparable districts where the same conditions prevail of having the Athletic Director a member of the bargaining unit.

Thus for both compensation and hours of work, the District offer on Athletic Directors is comparable and reasonable.

**XIII. COMPARISONS OF OFFERS WITH OTHER PUBLIC EMPLOYEES GENERALLY.** Union Exhibit 17 was a report on a study by the National Interscholastic Athletic Administrators Association on the conditions of employment of Athletic Directors for 1984-85. In this survey report, 34% of the schools reporting were in the "Large School" category of 1000-1699 pupils. 46% of the Athletic Directors in this category taught classes and 54% taught no classes. In the "Very Large Schools" category, 57% of the Athletic Directors taught no classes.

In the large school category, 5% of the Athletic Directors taught only one class and 13% taught two classes. In the very large school category, 5% taught one class and 12% taught two classes.

Discussion. The Union notes that in 1984-85 of 1700 Athletic Directors surveyed, 72% in the large school category taught two classes or less and in the very large school category 7% taught two classes or less. The arbitrator is of the opinion that the Union offer is the more comparable when compared to the national pattern affecting Athletic Directors in their teaching load, the assumption here being that 1984-85 data may still be generally valid.

**XIV. COMPARISON OF WAGES OF COACHES AND ATHLETIC DIRECTORS TO PRIVATE EMPLOYEES.** The parties did not make such comparisons.

**XV. COST OF LIVING CHANGES.** This statutory criterion was not directly referred to by the parties.

**XVI. OVERALL COMPENSATION.** There are four positions of Athletic Director involved in the instant matter, one at each of four high schools. Three of the Athletic Directors also receive compensation for additional voluntary coaching duties which the District allows them to assume. Total compensation ranges from \$50,017 to \$59,086 among the four Athletic Directors. However, if the voluntary coaching duties are excluded, the compensation for teaching and Athletic Director duties ranges from \$47,016 to \$51,288.

No readily obtainable information as to what the practice was or is in comparable districts on whether this overall compensation in which Athletic Directors can also assume coaching positions was presented. Owing to the paucity of information, the arbitrator cannot make a judgment on the comparability of overall compensation for Athletic Directors in the Madison District.

**XVII. THE INTERESTS AND WELFARE OF THE PUBLIC.** Extensive arguments were made by the parties as to the need for the positions being added and teaching work load being reduced. The summary of these arguments will be presented by categories on the reduction of the teaching load of Athletic Directors, on the need for Athletic Trainers, and on the need for the Assistant Coach positions.

**XVII. (A) THE TEACHING ASSIGNMENTS OF THE ATHLETIC DIRECTORS.**

The Union Position. In testimony and in the briefs, the Union offered the following arguments as to why the teaching load of Athletic Directors should be reduced:

- The District is improperly threatening the Union that if the Union offer is accepted, the District will have administrative people do the work now done by the Athletic Directors.

- Athletic Directors (AD) work their seven and one-half hours as a teacher and put in much overtime as AD's.

- AD's can make more money in accepting coaching assignments for the full year than as an AD.

- Madison AD's have 23 varieties of sports compared to 20 at the most in comparable districts.

- The work of an AD is never done, but requires an early morning appearance, evening hours and work in different seasons.

- At Memorial High in Madison, there are 84 separate teams and 87 coaches with between 800 and 900 participants; and if parents are involved, the clientele is about 3000 people.

- AD's are responsible for students every day in the year for 24 hours a day.

- AD's are responsible for determining eligibility, scheduling contests and officials for them, hiring busses, getting building permits, supervising, preparing (at Memorial High) 27 budgets, buying equipment, answering calls, taking care of problems, keeping up with regulations, seeing that coaches and teams follow regulations, hiring people to control crowds, sell tickets, hire announcers and operators of scoreboards, hire police and others, work into late hours, meet with staff and report to supervisors.

- That the comparable data on wages and hours support the Union position and that the District contention that Madison offers more compensation and more release time than any other district is not supported by the evidence.

- The work of Athletic Director requires work after school ends in June and requires work well ahead of school opening in fall.

The District offers the following arguments on the position of reducing the teaching hours of Athletic Directors:

- A review of 15 comparable districts shows the District to offer more financial compensation and more release time to AD's than any other district. District Exhibit 12 shows that among 15 comparable districts, no district other than Kenosha offers two periods of release time for AD's, and in Kenosha the Athletic Director Chairperson gets only \$550.

- The AD's in Madison at 18% earn more than AD's in any other district except Eau Claire which offers only one release period.

- Though AD's may work long hours in Madison and have great responsibility, the District has a full-time administrator to assist with the work and also provides clerical assistance and a part-time teaching assistant to assist AD's in hiring and scheduling.

- Madison is a trendsetter in compensation and release time.

- Madison has continually addressed the work load and stipends of AD's, having increased them in 1983-84 from 16% to 18% and having increased the release time from one period to two periods. Various options are being explored by the District such as increased use of clerical help in scheduling, overseeing eligibility by coaches, and assigning athletic responsibilities to an assistant principal.

- There is no real consistency between the way AD's in the District carry out responsibilities. The AD at Memorial contends he works six to eight hours per day on AD duties. At West the AD spends one hour in the morning, up to two hours twice a week in the evening and spends time on two or three Saturdays a month. At La Follette the AD leaves school between 5 and 6 p.m. With such evidence, there is no other evidence that an additional release period would lessen the work load of the AD's in any meaningful degree.

- More release time for AD's would create an additional burden on the District to provide class coverage for one more period each day. This might require the District to reassess the use of teachers in the dual role

of teacher as an AD. The District may hire full time AD's as other districts are doing because of the cost involved.

- Part of the responsibility for the work load of the AD's may rest with the AD's, since they have assumed other extra duty responsibilities in addition to the Directorship. Three are coaches, one is department chairperson, and each has certain responsibilities which carry beyond the school day. Each receives additional compensation. The AD at Memorial states that he spends two and one half hours per day coaching. Thus two periods of release time are sufficient to allow AD's to meet their roles as AD and assume other duties. The additional release time is not necessary.

- Athletic Directors are not hired under the category of "Other Related Professional Employee" positions, but are hired as teachers. The only reason they are given release time as teachers is to provide additional time to meet the extra-curricular responsibilities of AD.

Discussion and Opinion. The interests and welfare of the public on the issue of additional release time to Athletic Directors is found in the question of whether the AD's have an overload which they cannot fulfill responsibility. Both parties have acknowledged that AD's have extended hours and great responsibilities. The evidence is that not all AD's address the tasks of the position with the same detail as does the AD at Memorial High School, and that within itself the position is manageable in a variety of styles. Further the evidence is that the school administration has provided varieties of assistance to the AD position in the form of central office, clerical and internal help in the high schools.

The arbitrator however is mostly impressed by the fact that the AD duties appear not to take so much time that there is no additional time for an AD to take on coaching duties, and this through one or more seasons. If there is an overload on the time of a teacher with an AD position, it appears to come when other coaching duties are assumed. The argument then for a reduced time of class assignments for teachers who are also Athletic Directors fails on this score, and the evidence in the opinion of the arbitrator does not support the claim that the position of Athletic Director has an overload assignment in itself. The public interest is not injured by the retention of the present three periods of teaching for AD's presently in effect.

**XVII. (B) ATHLETIC TRAINERS.** The Union in its exhibits presented evidence relating to the death of a high school athlete in football, to the rise in injuries in sports and athletics, to a growing concern in some districts for getting Athletic Trainers (AT). (UX 11-14).

District Exhibit 8 showed that for 1989-90 there was the position of AT in four of the District's list of comparable districts with only one being for all sports, that at Stevens Point. The compensation at Madison of \$1,579 was the highest. In 1990-91 only two districts were reporting on AT's - Madison and La Crosse. With the compensation at Madison of \$1,650 for the fall season only, Madison was highest in compensation. (DX 9).

Union witness testimony was that an AT could be used at each high school for all sports seasons for all athletics. (TR 151). To have such a position available during the school year would help retain people in the position. It was the testimony of John Olson, District Coordinator of Athletics, that the District did need Athletic Trainers. (TR 161). The testimony of the Coordinator was that the principals felt that Strength Coaches constituted a higher priority. (TR 164). The Coordinator received a recommendation from the Dane County Sports Medicine Council and the UW Sports Medicine Clinic that AT's should be employed. (TR 180).

The District also provides for a traveling AT who covers schools twice a week for about 30 minutes. The District also provides for physicians to cover contests and also Emergency Medical Technicians (EMTC), the latter on an hourly wage of \$14.00. (TR 180, 182).

It was the testimony of the Assistant Superintendent for Secondary Education that only two of the high schools have AT's and two contract for the services from UW Sports Medicine. The option is with the schools. (TR 221).

As to the interests and welfare of the public relating to the additional positions of Athletic Trainer, the Union makes the following points:

- Athletic Trainers are certified in their field of providing first aid and rehabilitation. From course work they have expertise in dealing with athletic injuries and rehabilitation. The role is to prevent injuries from occurring and minimize their seriousness. AT's provide a safe environment for athletic competition.

- The District provides only fall Athletic Trainers and only limited medical coverage for the winter and spring seasons.

- The District's provision of physicians at winter or spring contests for \$50.00 or EMT's or Firefighters is not adequate to cover competitive events or practices.

- Although the District says that such AT's are desired, they do not meet the priority in terms of building principals' priorities.

- The UW Sports Medicine Clinic has recommended the position of winter and spring AT's. The lack of them is a serious defect.

- The District's own Coordinator of Athletics supports the creation of these positions.

- Coaches and AD's are concerned with the need for AT's because of mounting injuries and increasing liability.

- The Wisconsin Administrative Code at PI 8.01 requires a school district to provide emergency nursing services and procedures for dealing with accidental injury at school sponsored activities. The present program of the District does not provide for such emergency services. The Union's proposal is in the public interest therefore.

- The testimony of the Athletic Directors, the Dane County Sports Medicine Council, the UW Sports Medicine Clinic, and the District Coordinator of Athletics support the Union position.

- The District's coverage in winter and spring is haphazard.

- The fact that other districts do not have AT's is not a persuasive argument since Madison is the second largest school district in the state, sponsors more sports than other school districts and deals with many sport participants.

- The Athletic Directors, coaches and the District may be subject to liability suits for injuries which an AT might have prevented.

The District makes the following points in favor of its position:

- The evidence is that of the fifteen districts the District used as comparables, only four districts have Athletic Trainers. Of these districts only Stevens Point had one which covered all sports. Only two districts had them in 1990-91 according to the information available.

- The District recognizes the need for safety precautions and possible emergency care in athletics, and it is meeting them responsibly. It has contracts with the UW Sports Medicine Clinic to provide weekly rehabilitative care, it employs physicians or EMT's on an hourly basis.

- AT's may be needed in the future, but the principals have determined that the employment of Strength Coaches has a higher priority.

- Student enrollment in the District is at the lowest level in years.

- The District is already a trendsetter in hiring AT's among the comparables. The AT position in Madison is the highest paid in the state.

- The AT positions are not to be obtained through the arbitration process, but will be determined when the District determines there is a priority for them.

- No evidence has been shown that the District is not meeting its responsibility for student safety. The District has no issues of liability from its current practice.

- One AT during the winter and during the spring season cannot be at every sports event or practice, so there will still be a need to have volunteers and employ physicians or EMT's.

- It is difficult to hire AT's as part-time people, and those with teaching certificates are not readily obtained.



Discussion and Opinion. From the evidence presented and the arguments listed above, the arbitrator is of the opinion that the Union proposal for the addition of Athletic Trainer positions for winter and spring seasons is the more weighty in the public interest. The testimony of the District Coordinator about the importance of the position is especially weighty, and is supported by the Union evidence of the growth in injuries in school sports generally. However it must be noted that the addition of an AT position for winter and spring will not eliminate the necessity of the District also hiring other additional persons to cover specific sports and events, since no AT in any one school can cover all events. The implied argument of the Union that the position of AT would eliminate this necessity of additional help is not supported by the testimony about the number of events and kinds of activities which need to be monitored.

In general however the public interest would be served by creating the winter and spring Athletic Trainer positions, making them available for filling where necessary.

**XVII. (C) ADDITIONAL ASSISTANT COACH POSITIONS.** The Union is arguing that Assistant Coach positions for Golf, Tennis and Cross Country are needed. It was the testimony of the Coordinator of Athletics that currently there is not a need for the Assistant Coaches uniformly in the District. Further the sports involved are not requiring direct attention of a Coach as in the case of a team sport, because most persons have had some instruction and there is not a priority need for Assistant Coaches at this time. (TR 165).

It was also the judgment of the Coordinator that the title of Head Coach does not necessarily carry with it greater responsibility than that of Assistant Coach. (TR 166). Some Head Coach positions require less individual knowledge of technique and less interaction with students on a day to day basis. Though there are some potentially dangerous situations where an Assistant Coach would be helpful, these situations may be covered by the presence of other faculty, volunteers or of parents. At present there is not the demand, according to the Coordinator, to justify setting up the positions even though they need not necessarily be filled by the District. However the employment of such assistants would help in supervision.

It was the testimony of Mr. Gary Kolpin, Athletic Director at Memorial High School, that there are no longer "major" and "minor" sports, but all are equal. Participants in sports who go to other places to compete cannot be left unattended without an Assistant Coach.

The Union Position on Assistant Coaches. The Union makes the following points for its position:

- The record is clear that there is a need because the absence of Assistant Coaches leaves students unattended from time to time, and this creates a liability to the District and the teachers.

- The District, which admits there is a need for assistants but says it can be met from other resources, errs. The other resources used are doing bargaining unit work, work which should be performed under the terms of the collective bargaining agreement.

- The public interests are best served when the students are supervised by Assistant Coaches.

- Comparable data shows that in the 1989-90 school year, in the Union list of comparables, fifty percent of the districts had Assistant Golf Coaches, 90% had Assistant Tennis Coaches and 60% had Assistant Cross Country Coaches. There is nothing unique in the employment of such coaches.

- The testimony of the Coordinator showed that there is a danger when adolescents in sports are not supervised and that Assistant Coaches could help.

The District Position on Assistant Coaches. The District position summarized includes these points:

- The addition of Assistant Coach positions is not supported by any demonstrated need.

- Participants in Tennis, Golf and Cross County often have had individual instruction and do not require integration as in other sports, and they can operate more independently.

- Even if the arbitrator has authority to add such extra duty positions to the compensation schedule, the evidence is that the additions are not uniformly supported by the schedule or the need for them.

- Contrary to the Union assertion, the District has not acknowledged a need for the Assistant Coaches positions at this time, and should the need arise the District can fill them.

- The present Agreement allows for the assignment of Assistant Coaches if needed at a rate 70% of the Head Coach rate. This provision is consistent with the District's policy to continually assess its athletic programs and the number of students involved, and gives the District flexibility in providing assistance to sports as needed.

- The Union agrees that the District needs to hire people only if there is a "need", even though a job title may exist.

- The District has not ignored the collective bargaining agreement by employing hourly supervisors and using parents as volunteers to avoid hiring Assistant Coaches, as the Union implies. No evidence was presented to suggest that any request for a needed Assistant Coach under the language of the Agreement was not approved.

Discussion and Opinion. The evidence is that the District can provide Assistant Coaches when needed under the Agreement even if the specific job title is not mentioned in the Agreement, and the evidence is that the need for Assistant Coach positions is not uniform in the District. However, the job titles do appear to be quite common in the comparables, and this would weigh in favor

of the Union offer that where such positions are filled, they should be formally listed in the Agreement at a stated percentage of the base pay. The designation of the job title does not necessarily mean the District has to fill the position. This being so, and since a decision to put such job titles in the Agreement does not bind the District to fill the position where not needed, the arbitrator is of the opinion that comparability in the formal existing of such titles among comparable districts favors the Union position. This is a minor weight in favor of the Union offer.

**XVIII. ABILITY OF THE DISTRICT TO PAY.** The Union asserts that the District can meet the costs of its proposals for the additional and new positions, for the release time for the Athletic Directors and for percentage increases for the Head Coaches and Pom Pon Advisors. The District on its part has not contended that there is an inability to pay, but the District cautions that if the teaching hours of the Athletic Directors are reduced, the District has real concerns about achieving the work of Athletic Directors in a more cost-effective and productive way, because the District will be paying for four full-time teachers whose total teaching collectively taken amount to the time of 1.6 full-time teachers. The District would not be unreasonable in considering alternatives, and the cost implications of the Union offer is certainly relevant. The District also notes that the Principals have not considered Athletic Trainers as important in the priorities of expenditures.

Discussion. Since the District did not directly contend that it did not have the ability to meet the cost of the Union offer, and since no evidence was given that the District could not meet the offer, the judgment here is that the District can meet the costs if the Union offer is included in the Agreement. The warning that the District will have to evaluate the method of handling Athletic Director functions in a different way in order to keep costs down is not improperly made, but the fact remains that the District can meet the costs of the offer of the Union.

**XIX. OTHER FACTORS - LANGUAGE CHANGES.** The Union proposed certain language modifications as shown earlier in the offers. The Union asserts that the language changes were made for purposes of clarity, but the District did not respond nor address them in anyway, nor give its rationale for refusal to make these changes.

The District takes the position that the language changes were never addressed during the bargaining, and that the District does not necessarily take issue with them.

Discussion. The arbitrator is of the opinion that the proposed modifications of language in the Agreement adds clarity to the Agreement and are reasonable.

**XX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.** No changes were brought to the attention of the arbitrator during the pendency of the Agreement.

**XXI. SUMMARY OF CONCLUSIONS.** The following is a summary of the conclusions of the arbitrator on the issues presented in consideration of the statutory factors to be weighed:

1. As to the lawful authority of the unit of government to meet the terms of either offer, although the District states it does not have to consider any of the issues raised in the Union offer other than those of rates as the re-opener clause requires, yet the arbitrator is of the opinion that since the Wisconsin Employment Relations Commission did not issue an order modifying the Union offer to eliminate everything but proposed rates, the arbitrator must consider the Union offer without modification.
2. All other matters between the parties have been stipulated to in an Agreement signed earlier.
3. The list of comparable school districts submitted by the Union is the more comparable although the District list of 15 districts has usefulness in comparisons also.
4. The conclusion is that the Union offer for Head Coaches' stipends in the Madison District and for the Pom Pon Advisor is the more comparable.
5. As to the added Assistant Coach positions, if there is a need for such positions, the compensation proposal of the Union is the more comparable.
6. As to the Union proposal for more released time for Athletic Directors, the District offer is the more comparable and reasonable as to compensation and hours of teaching.
7. However, as to the comparison of the conditions of work in teaching load, the Union offer for fewer teaching hours is the more comparable when considered in a national comparison.
8. The parties made no comparison to employees in private employment.
9. The statutory criterion on cost of living changes was not directly referred to by the parties.
10. No comparison on overall compensation of Athletic Directors or opportunities for additional assignments was made by the parties.
11. The interest and welfare of the public with respect to the reduction of release time for Athletic Directors is not injured by the retention of the present three periods of teaching hours presently required.
12. As to the public interest and welfare involved in adding the title of Assistant Coaches for Golf, Tennis and Cross Country, there is a minor weight for the Union offer.

13. The addition of the position of Athletic Trainer for winter and spring seasons as proposed by the Union is the more weighty in the public interest.

14. The District has the ability to meet the costs of either offer.

15. The proposed language changes in the Agreement contribute to the clarity of the Agreement and are reasonable.

16. There have been no changes during the pendency of the proceedings brought to the attention of the arbitrator.

Of the foregoing matters, the most weighty are the revised compensation for Head Coaches, the adding of Assistant Coach positions in three sports, the adding of the positions of Athletic Trainer, winter and spring, and the release time issue for Athletic Directors.

The first three accrue to the offer of the Union and the latter accrues to the District. The first three taken together are in the opinion of the arbitrator more weighty than the latter proposition and hence the following Award is made.

**XXII. AWARD.** The offer of Madison Teachers Inc. for inclusion in the 1990-91 contract term of the parties shall be included in the Agreement.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
Arbitrator

Date March 9, 1991

REC'D 5/17/90  
MAR 06 1990

APPENDIX A

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

III - Salary - L

L. EXTRA DUTY COMPENSATION SCHEDULE

1. Teachers performing in a professional extra duty situation as listed on the extra duty compensation schedule shall be paid a percent of one of three base rates.
  - a. Base 1 - is Step 1 of the regular BA schedule and is applied to the teacher's first involvement in this program.
  - b. Base 2 - is Step 5 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
  - c. Base 3 - is Step 9 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

The above will revise the dollar amount of the percentage base rates in sub-section (13).

2. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

Initiation of a request for advancement on the Professional Employment Schedule is made by the teacher concerned and verified by the building administrator and further checked against the experience record file in the Employee Services Division.

3. A schedule for teacher supervision at athletic events, social activities and other school related functions is effective 1-1-71. Positions covered in this schedule are not subject to progression from Base 1 to Base 3 and previous experience is not calculated.
  - a. All employment shall be voluntary. No position shall require assignment of teachers.
  - b. Teachers assigned to a particular school who wish to volunteer for such employment as listed below, shall submit their names to their principal. The principal shall place these names on a list and make assignments from the list.
  - c. If there are fewer applicants than there are openings, teachers from other schools may be solicited to volunteer.
  - d. Teachers who volunteer for this employment shall be paid at the rate of \$9.00 per hour.

Athletic Events (high school)

Supervisors

Football  
Basketball  
Swimming and Gymnastics  
Wrestling  
Hockey

Ticket Sellers and Takers

Football  
Basketball  
Swimming and Gymnastics  
Hockey

Social Events not sponsored by the Recreation Department:

Supervisors and/or ticket sellers and takers in such numbers and for such periods as requested by the principal of the high school.

- e. Teachers who volunteer for employment in other needed positions - timers, scorers, scoreboard operators, announcers, field judges, line judges - shall be paid at the rate of \$9.00 per hour.
4. Placement on the Extra Duty Compensation Schedule is as follows:
- a. Experience in a scheduled activity in Madison is honored at the full credit for placement on the schedule.
  - b. Experience in a scheduled activity outside Madison is honored at half credit for placement on the schedule.
  - c. The principal places the teacher on the schedule.
    - 1. No later than May 10 of the current school year teachers employed in an extra duty position, under Section III-L, shall be notified by their principal if the teacher will not be reappointed to the position for the ensuing school year. However, any teacher who holds an extra duty position in which the season/activity extends beyond May 10 such notice shall be made by their principal no later than 15 days beyond the conclusion of such extra duty activity/season.

Any teacher willing to be relieved of such extra duty position shall notify the principal in writing by May 1.
    - 2. Qualified teachers who apply for positions covered in Article III-L-13, will be given preference for such positions over other individuals who apply.

If a vacancy occurs, the principal will where practical send notice of vacancy to each school in the attendance area. Said notice when sent will be posted for five (5) days prior to the position being filled. Such notice shall be posted in a conspicuous place.

3. A teacher may be removed from an extra duty assignment during the term of the assignment for good cause.
  - d. Placement on the schedule is determined by the teacher's extra duty activity experience only.
  - e. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.
  - f. Pursuant to past practice, base rates for newly added positions will include prior years' service in extra duty positions.
5. No more than one year of experience can be earned in any one contract year on the Extra Duty Compensation Schedule.
  6. If a teacher moves from one schedule activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
  7. A teacher who fulfills the time requirement of his/her teaching contract, be it a full-time or part-time contract, is compensated for extra duty at full-time extra duty rate, providing his/her service for extra duty is full-time. If not, his/her extra duty compensation shall be reduced by the percent of time not employed.
    - a. Full-time is established at:
      1. 25 hours of classroom instruction per week, (5 classes per day, or 4 classes plus a study hall, or any other combination of assigned regular teaching duties unrelated to extra duty), or,
      2. 75 Modules per week in schools using modular scheduling.
  8. A request for advancement on the Extra Duty Compensation Schedule is initiated by the teacher and verified by the building administrator.
  9. Intramurals are established on a three season basis; each period receives 1/3 of the compensation designated although periods may vary in length.
    - a. Full employment for intramurals is defined as 35 weeks. If an intramural activity is terminated before the season is completed, the teacher's compensation shall be calculated by multiplying the number of weeks worked during the period by 1/35 of the yearly rate, but in no case shall the amount exceed 1/3 of the yearly rate.
  10. Payment for extra duty is made in accordance with the following schedule:



- a. Monthly
  - 1. Lunch duty and noon hour supervision
- b. Three paydates: 1) 1/3 payment on or before the 5th weekday of November; 2) 1/3 payment on or before the 5th weekday of March and 3) 1/3 payment on the last day of school:

- 1. Athletic director
- 2. Newspaper advisor
- 3. Yearbook advisor
- 4. Dramatics coach
- 5. H.S. Band director
- 6. Bookstore manger
- 7. H.S Choir director
- 8. H.S. Orchestra director
- 9. H.S. Cheerleader advisor
- 10. Drama assistant (Stage Lighting and Technical)
- 11. Pom Pon

- c. First monthly payroll in January:

- 1. Debate coach

- d. Monthly payroll on the last day of the school year:

- 1. Forensics coach

- e. Five paydates as follows:

<u>Athletic Activity</u>	<u>Payment Schedule</u>
1. <u>Positions Coach</u> for fall sports <u>with</u> seasons ending on or before 10/25.	1. On or before the 5th weekday of November.
2. <u>Positions Coach</u> for fall sports <u>with</u> seasons ending after 10/25. <del>Fall-equipment manager;--Athletic-Trainer;</del>	2. On or before the 15th weekday of November.
3. <u>Positions Coach</u> for winter sports <u>with</u> seasons ending on or before 2/25.	3. On or before the 5th weekday of March.
4. <u>Positions Coach</u> for winter sports <u>with</u> seasons ending after 2/25. Winter Equipment Manager.	4. On or before 15th weekday of March.
5. <u>Positions for Spring Sports.</u>	5. Last day of school.

- 11. Extra Duty Compensation shall be itemized separately on checks or separate checks shall be issued for same (this governs Section III-L and III-M only).

12. Teachers who teach the language of the deaf to parents of the hearing impaired shall be paid at the rate of \$13.50 per hour with a guarantee of pay for three (3) hours per night for such employment with payments being made in accordance with sub-section 10 above.

13.

<u>Activity</u>	<u>% of Base</u>
Athletic Directors	18
Head Coach: Football, Basketball Coach: Dramatics (3 3-act productions)	12
Head Coach: Gymnastics, Hockey,	11
Head Coach: Swimming, Track, Wrestling, Advisor - Newspaper (14 issues)	10
Head Coach: <u>Baseball, Softball, Cross Country, Soccer, Tennis, Volleyball, Golf</u>	9
<del>Head Coach: Junior Varsity Football, Tenth Grade Football, Junior Varsity Basketball, Cross Country, Volleyball, Soccer, Tenth Grade Basketball</del> Coach: <u>Junior Varsity Basketball, Football, Dramatics (2 3-act productions)</u> Head Coach: <u>Freshman/Sophomore Basketball, Football</u> Assistant Coach - <u>Football, Basketball, Gymnastics</u> Advisor - Yearbook Assistant Coach - <u>Gymnastics</u>	8
<del>Head Coach: Ninth Grade Basketball, Tennis, Golf</del> Coach - <u>Four Lakes Basketball and Football, Debate, Forensics</u> Assistant Coach - <u>Track, Wrestling, Hockey, Swimming</u> Manager - <del>Equipment (fall)</del> <u>Fall Equipment Manager</u> Athletic Trainer <u>Fall</u> Head Cheerleader Advisor Advisor - <u>Pom Pon</u>	7

Head Coach: Ninth-Grade-Football,  
Ninth-Grade Freshman Wrestling,  
Assistant Coach: Volleyball, Baseball, Softball,  
Soccer, Golf, Tennis, Cross  
Country (when squad exceeds 35)  
Winter Sports Equipment Manager  
Strength Coaches - Fall, Winter, Spring  
Athletic Trainer - Winter  
Director - High School Band  
Drama Assistance (Stage, Lighting and Technical) 6

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Head Coach - Ninth-Grade Freshman Baseball, Ninth  
Grade Track, Ninth-Grade Volleyball,  
Ninth-Grade Softball, Ninth  
Grade Soccer, Golf, Tennis  
Assistant Coach - Golf, Tennis,  
Ninth-Grade Freshman Football  
Athletic Trainer Spring  
Manager---Equipment-(spring), Spring Equipment  
Manager, Bookstore  
Pom-Pon-Advisor 5

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Coach - Ninth-Grade Freshman Cross Country,  
Dramatics (1 3-act production)  
Assistant Coach - Ninth-Grade Freshman Track (when  
squad exceeds 35), Pom Pon,  
Cheerleader  
Director - High School Choir, High School  
Orchestra 4

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Intramurals - all levels (one period per week) 3

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- A. Supervision during the noon lunch period; e.g. playground, lunchroom, and/or school-community recreation programs; and transportation supervision (except for teacher taking classes on field trips and/or extra duty events for which a teacher is paid on the above schedule and/or teachers who perform such duty as a part of the instructional process within the pupil-teacher contact time [Section V-K]), shall be compensated at the rate of \$8.50 per hour. Compensation shall be computed in 1/2 hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid 70% of the rate for the coaching of the activity in which he or she is assisting.
- C. Athletic Directors shall be assigned ~~three~~ two (2) teaching periods per day.

- D. Should the WIAA change the official length of the season for any sport covered by this schedule, and the District participates in that sport as sponsored by WIAA, then the above positions may be adjusted reflecting the length of the season for that sport relative to the length of the season for the other above activities. Such rate shall be negotiated.
- E. Should the District fill the position of Athletic Trainer for a given school, such individual shall be compensated at ~~the rate of 7% of~~ Base 3, Section III-L-1.
- F. The rates contained in III-L-13 shall be reopened for negotiations, with final offer resolution available to the parties in accordance with Wis. Stat. 111.70, at the conclusion of the study by High School Athletic Directors, et.al.

Footnote: The above proposals equating the coaches of 9th grade sports with coaches of 10th grade sports is based upon the proposed inter-city competition for 9th grade sports, i.e. similar to 10th grade sports. Said proposal will be withdrawn if the Madison Metropolitan School District reverts to intra-city competition for 9th grade sports.

MAR 14 1990

APPENDIX B

III - Salary - L

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

L. EXTRA DUTY COMPENSATION SCHEDULE

1. Teachers performing in a professional extra duty situation as listed on the extra duty compensation schedule shall be paid a percent of one of three base rates.
  - a. Base 1 - is Step 1 of the regular BA schedule and is applied to the teacher's first involvement in this program.
  - b. Base 2 - is Step 5 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
  - c. Base 3 - is Step 9 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

The above will revise the dollar amount of the percentage base rates in subsection (13).

2. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

Initiation of a request for advancement on the Professional Employment Schedule is made by the teacher concerned and verified by the building administrator and further checked against the experience record file in the Employee Services Division.

3. A schedule for teacher supervision at athletic events, social activities and other school related functions is effective 1-1-71. Positions covered in this schedule are not subject to progression from Base 1 to Base 3 and previous experience is not calculated.
  - a. All employment shall be voluntary. No position shall require assignment of teachers.
  - b. Teachers assigned to a particular school who wish to volunteer for such employment as listed below, shall submit their names to their principal. The principal shall place these names on a list and make assignments from the list.
  - c. If there are fewer applicants than there are openings, teachers from other schools may be solicited to volunteer.
  - d. Teachers who volunteer for this employment shall be paid at the rate of \$9.00 per hour.

Athletic Events (high school)

Supervisors

Football  
Basketball  
Swimming and Gymnastics  
Wrestling  
Hockey

Ticket Sellers and Takers

Football  
Basketball  
Swimming and Gymnastics  
Hockey

Social Events not sponsored by the Recreation Department:

Supervisors and/or ticket sellers and takers in such numbers and for such periods as requested by the principal of the high school.

- e. Teachers who volunteer for employment in other needed positions - timers, scorers, scoreboard operators, announcers, field judges, line judges - shall be paid at the rate of \$9.00 per hour.
4. Placement on the Extra Duty Compensation Schedule is as follows:
- a. Experience in a scheduled activity in Madison is honored at the full credit for placement on the schedule.
  - b. Experience in a scheduled activity outside Madison is honored at half credit for placement on the schedule.
  - c. The principal places the teacher on the schedule.
    - 1) No later than May 10 of the current school year teachers employed in an extra duty position, under Section III-L, shall be notified by their principal if the teacher will not be reappointed to the position for the ensuing school year. However, any teacher who holds an extra-duty position in which the season/activity extends beyond May 10 such notice shall be made by their principal no later than 15 days beyond the conclusion of such extra duty activity/season. Any teacher willing to be relieved of such extra duty position shall notify the principal in writing by May 1.
    - 2) Qualified teachers who apply for positions covered in Article III-L 13, will be given preference for such positions over other individuals who apply. If a vacancy occurs, the principal will where practical send notice of vacancy to each school in the attendance area. Said notice when sent will be posted for five (5) days prior to the position being filled. Such notice shall be posted in a conspicuous place.

- 3) A teacher may be removed from an extra duty assignment during the term of the assignment for good cause.
  - d. Placement on the schedule is determined by the teacher's extra duty activity experience only.
  - e. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.
  - f. Pursuant to past practice, base rates for newly added positions will include prior years' service in extra duty positions.
5. No more than one year of experience can be earned in any one contract year on the Extra Duty Compensation Schedule.
  6. If a teacher moves from one scheduled activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
  7. A teacher who fulfills the time requirement of his/her teaching contract, be it a full-time or part-time contract, is compensated for extra duty at full-time extra duty rate, providing his/her service for extra duty is full-time. If not, his/her extra duty compensation shall be reduced by the percent of time not employed.
    - a. Full-time is established at:
      - 1) 25 hours of classroom instruction per week, (5 classes per day, or 4 classes plus a study hall, or any other combination of assigned regular teaching duties unrelated to extra duty), or,
      - 2) 75 Modules per week in schools using modular scheduling.
  8. A request for advancement on the Extra Duty Compensation Schedule is initiated by the teacher and verified by the building administrator.
  9. Intramurals are established on a three season basis; each period receives 1/3 of the compensation designated although periods may vary in length.
    - a. Full employment for intramurals is defined as 35 weeks. If an intramural activity is terminated before the season is completed, the teacher's compensation shall be calculated by multiplying the number of weeks worked during the period by 1/35 of the yearly rate, but in no case shall the amount exceed 1/3 of the yearly rate.
  10. Payment for extra duty is made in accordance with the following schedule:
    - a. Monthly
      - 1) Lunch duty and noon hour supervision
    - b. Three paydates: 1) 1/3 payment on or before the 5th weekday of November; 2) 1/3 payment on or before the 5th weekday of March and 3) 1/3 payment on the last day of school.

- 1) Athletic director
- 2) Newspaper advisor
- 3) Yearbook advisor
- 4) Dramatics coach
- 5) H.S. Band director
- 6) Bookstore manager
- 7) H.S. Choir director
- 8) H.S. Orchestra director
- 9) H.S. Cheerleader advisor
- 10) Drama assistant (stage lighting and technical)

c. First monthly payroll in January

- 1) Debate coach

d. Monthly payroll on the last day of the school year

- 1) Forensics coach

e. Five paydates as follows:

Athletic Activity

Payment Schedule

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Coach for fall sport seasons ending on or before 10/25.</li> <li>2. Coach for fall sport seasons ending after 10/25.<br/>Fall equipment manager<br/>Athletic trainer</li> <li>3. Coach for winter sport seasons ending on or before 2/25.</li> <li>4. Coach for winter sport seasons ending after 2/25.<br/>Winter equipment manager</li> <li>5. Spring sports</li> </ol> | <ol style="list-style-type: none"> <li>1. On or before the 5th weekday of November.</li> <li>2. On or before the 15th weekday of November.</li> <li>3. On or before the 5th weekday of March.</li> <li>4. On or before 15th weekday of March.</li> <li>5. Last day of school.</li> </ol> |
|---|--|

11. Extra Duty Compensation shall be itemized separately on checks or separate checks shall be issued for same (this governs Section III-L and III-M only).

12. Teachers who teach the language of the deaf to parents of the hearing impaired shall be paid at the rate of \$13.50 per hour with a guarantee of pay for three (3) hours per night for such employment with payments being made in accordance with subsection 10 above.

13. Activity	<u>% of Base</u>
Athletic Directors	18
Head Coach: Football, Basketball Coach: Dramatics (3 3-act productions)	12
Head Coach: Gymnastics, Hockey	11



Head Coach: Swimming, Track, Wrestling  
Advisor: Newspaper (14 issues) 10

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Head Coach: Baseball, Softball 9

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Head Coach: Junior Varsity Football, Tenth  
Grade Football, Junior Varsity  
Basketball, Cross Country,  
Volleyball, Soccer, Tenth Grade Basketball  
Coach: Dramatics (Two 3-act productions)  
Assistant Coach: Football, Basketball  
Advisor: Yearbook  
Assistant Coach: Gymnastics 8

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Head Coach: Ninth Grade Basketball,  
Tennis, Golf  
Coach: Four Lakes Basketball and Football,  
Debate, Forensics  
Assistant Coach: Track, Wrestling, Hockey, Swimming  
Manager: Equipment (fall)  
Athletic Trainer  
Head Cheerleader Advisor 7

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Head Coach: Ninth Grade Football,  
Ninth Grade Wrestling,  
Assistant Coach: Volleyball, Baseball,  
Softball, Soccer  
Winter Sports Equipment Manager  
Director: High School Band  
Drama Assistant (stage, lighting, technical) 6  
Strength Coaches - Fall, Winter, Spring

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Coach: Ninth Grade Baseball, Ninth Grade  
Track, Ninth Grade Volleyball, Ninth  
Grade Softball, Ninth Grade Soccer  
Assistant Coach: Golf, Tennis, Ninth Grade Football  
Manager: Equipment (Spring), Bookstore  
Pom Pon Advisor 5

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Coach: Ninth Grade Cross Country  
Assistant Coach: Ninth Grade Track (when squad  
exceeds 35),  
Director: High School Choir, High School Orchestra  
Assistant Coach - Pom Pon, Cheerleader  
Coach - Dramatics (1 3-act production) 4

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Intramurals - all levels (one period per week) 3

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- A. Supervision during the noon lunch period; e.g. playground, lunchroom, and/or school-community recreation programs; and transportation supervision (except for teacher taking classes on field trips and/or extra duty events for which a teacher is paid on the above schedule and/or teachers who perform such duty as a part of the instructional process within the pupil-teacher contact time [Section V-K]), shall be compensated at the rate of \$8.50 per hour. Compensation shall be computed in 1/2 hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid 70% of the rate for the coaching of the activity in which he/she is assisting.
- C. Athletic Directors shall be assigned three (3) teaching periods per day.
- D. Should the WIAA change the official length of the season for any sport covered by this schedule, and the District participates in that sport as sponsored by WIAA, then the above positions may be adjusted reflecting the length of the season for that sport relative to the length of the season for the other above activities. Such rate shall be negotiated.
- E. Should the District fill the position of Athletic Trainer for a given school, such individual shall be compensated at the rate of 7% of Base 3, Section III-L-1.
- F. The rates contained in III-L-13 shall be reopened for negotiations, with final offer resolution available to the parties in accordance with Wis. Stat. 111.70, at the conclusion of the study by High School Athletic Directors, et. al.