

RECEIVED
JUN 03 1992

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE ARBITRATOR

In the Matter of the Petition of :
BRODHEAD EDUCATION ASSOCIATION :
To Initiate Arbitration Between :
Said Petitioner and :
BRODHEAD SCHOOL DISTRICT :

Case 11
No. 44396 INT/ARB-5739
Decision No. 26996-A

Appearances:

Ms. Mallory K. Keener, Executive Director, Capital Area UniServ South, 4800 Ivywood Trail, McFarland, Wisconsin 53558, for the Brodhead Education Association.

James K. Ruhly and Joann M. Hart, Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, P.O. Box 1664, Madison, Wisconsin 53701-1664, for Brodhead School District.

ARBITRATION AWARD

Brodhead Education Association, hereinafter referred to as the Association, and the Brodhead School District, hereinafter referred to as the District, having between March 28, 1990 and August 9, 1990 met in collective bargaining on six occasions in an effort to reach an accord on the terms of a collective bargaining agreement to succeed an agreement which expired on June 30, 1990, covering all certified personnel of the District, including all regular full-time and regular part-time teachers and guidance personnel, and excluding administrators, substitute teachers and non-certified personnel. On August 8, 1990 the Association filed a² petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the WERC, requesting that the latter agency initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act, and following an investigation in the matter by a member of the staff of

the WERC, the parties, by August 20, 1991, filed their final offers, as well as stipulation on matters agreed upon, with the WERC, and on August 28, 1991 the WERC issued an Order, wherein it determined that the parties were at an impasse in their bargaining, and therein the WERC certified that the conditions for the initiation of arbitration had been met, and further therein the WERC ordered that the parties proceed to final and binding arbitration to resolve the issues existing between them, and that in that respect the WERC submitted a panel of seven arbitrators from which the parties were to select a single arbitrator. After being advised by the parties that they had selected the undersigned, the WERC, on September 26, 1991, issued an Order appointing the undersigned as the Arbitrator to resolve the impasse between the parties, and to issue a final and binding award, by selecting either of the total final offers proffered by the parties to the WERC during the course of its investigation.

Pursuant to arrangements previously agreed upon, the undersigned met with the parties at the offices of the District in Brodhead, Wisconsin on October 30, 1991 for the purposes of commencing hearing in the matter, but at the outset thereof the parties requested the undersigned to conduct mediation in an attempt to assist the parties in reaching an accord in their bargaining, and thereupon the parties spent approximately eight hours in such effort, without success, and, if an accord could not be reached in the interim, the parties agreed that hearing in the matter should be resumed on November 6, 1991. No accord was reached, and therefore the hearing was resumed on the latter date, during which the parties were afforded the opportunity

to present evidence and argument. The hearing was transcribed, and a copy of the transcript was furnished to the parties and the Arbitrator on December 19, 1991. Counsel for the parties filed briefs and reply briefs and the record was closed as of March 5, 1992.

The Matters In Issue

The matters in issue herein involve proposals contained in the final offers of the parties pertaining to additions or changes in various provisions of the 1988-90 bargaining agreement to be included in the successor two year agreement in effect for the 1990-91 and 1991-92 school years.

The Association proposes to include a new provision in Article VII, TEACHER EMPLOYMENT PRACTICES - GENERAL, Section C - Individual Contracts, as a new para. 5, renumbering the existing paragraph as paragraph 6. Said new paragraph 5 would read as follows:

"If a teacher performing Extracurricular assignment(s) wishes to resign an assignment, the teacher shall notify the District of this desire in writing by April 15th. The teacher shall be obliged to perform the Extracurricular assignment the following school year and shall be released from the resigned assignment at the end of the following school year. If the District secures a replacement, the District may release the resignee earlier than the end of the following school year. In cases of personal emergencies, the District may waive the notice requirements for release from extracurricular assignment(s)."

It should be noted that the 1988-90 agreement contained no provision relating to the resignation from extracurricular assignments. The District's final offer contains no proposal relating thereto.

VIII. SALARY AND FRINGE BENEFITS

Both parties propose changes in the structure for the salary schedules in both years of the successor agreement. Their offers as to the BA base salary for the first year of the agreement differs by \$125.00, the amount generated by the Association schedule over and above that of the Board's offer. Further, the Association proposed the addition of a longevity step (Step 11) to the salary schedule for both years of the agreement, while the Board proposes said additional step for only the second year of the agreement.

Neither party proposed to change the number of lanes, nor the designations for said lanes in either year of the agreement. The salary schedule in effect for the 1989-90 school year reflected the following lanes, the steps therein, and the increase in each step in their respective lanes:

<u>Lane</u>	<u>Number of Steps</u>	<u>Increase per Step</u>	<u>Lane</u>	<u>Number of Steps</u>	<u>Increase per Step</u>
BA	7	\$ 863	MA	10	\$1,253
BA+6	8	941	MA+6	10	1,331
BA+12	9	1,019	MA+12	10	1,409
BA+18	10	1,097	MA+18	10	1,487
BA+24	10	1,175			

The interval between lanes were \$607, \$747, \$677, \$677, \$676, \$678, \$677 and \$677, respectively. The salary schedule in effect during the 1989-90 school year is attached hereto as Appendix A-1.

The Association Offer

For the 1990-91 School Year - The Association applies a \$667 interval between the nine lanes, and utilizes the same increments as in effect during the 1989-90 agreement for the experience steps on all lanes.

It also adds an 11th (longevity) step to all lanes from the BA+18 and greater, calculated at 3% more than the corresponding step 10 on the 1989-90 salary schedule. By factoring the percentage increase from the 1989-90 step 10 instead of the 1990-91 step 10, ameliorates the cost of the longevity step in the first year.

For the 1991-92 School Year - The nine lane schedule is again proposed, using experience steps identical to the experience increment in the 1989-90 year for steps 1 through 10 on all nine lanes. The longevity step is calculated as 3% of the 1991-92 step 10 for the lanes. Intervals between lanes are changed to \$650 each for the BA lanes, and \$850 each for the MA lanes.

Increase in BA Base Rates - The Association's offer increases the BA base for 1990-91 to \$19,550, and to \$20,500 for 1991-92.

The District Offer

For the 1990-91 School Year - The District would maintain the same nine lane, ten step schedule as in 1989-90. It would change the lane intervals to \$650 each, except to \$850 at the interval from the BA+24 lane to the MA lane. The experience steps remain at the same amounts as in 1989-90.

For the 1991-92 School Year - The District proposes an 11th step for longevity on the last five lanes of the schedule (BA+12 through MA+18), which step is equal to one-half of the regular experience increment for the respective lanes.

Increase in BA Base Rates - The District would increase such rates to \$19,425 for 1990-91 and the \$20,500 in 1991-92.

The salary schedules proposed by the parties for the two years

of the new agreement are included in each of the final offers. Said schedules are attached hereto as Appendices A-2, A-3 and A-4.

VIII. SALARY AND FRINGE BENEFITS

C. Sick Leave, Emergency Leave and Maternity Leave

The expired agreement between the parties contained the following provision:

"2. Personal and business emergencies shall include child born to wife, illness and funerals. All days granted for leave in section shall be deducted from the teacher's total sick leave. The granting of emergency leave under this section for reasons other than child born to wife, and serious illness or death to a member of the "immediate family" will be at the discretion of the Superintendent. Immediate family shall be defined to mean spouse, children, parents, grandparent, grandchildren, mother-in-law, father-in-law, brothers and sisters or a member of the teacher's household."

Both parties propose changes in the provision, mostly minor, with the exception that both agree to include emergency leave pertaining to an adopted child. Neither party considers their proposed changes as being major.

The Association would revise the provision to read as follows:

"2. Personal and business emergencies shall include birth or adoption involving employee or employee's spouse, illness and funerals. All days granted for leave in this section shall be deducted from the teacher's total sick leave. The granting of emergency leave under this section for reasons other than birth or adoption involving the employee or employee's spouse and serious illness or death of a member of the "immediate family" will be at the discretion of the District Administrator. "Immediate family" shall be defined to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters or a member of the teacher's household."

The District offers the following revised provision:

"2. Personal and business emergencies shall include birth or adoption involving employee or employee's spouse, illness and funerals. All days granted for leave in this section

shall be deducted from the teacher's total sick leave. The granting of emergency leave under this section for reasons other than birth or adoption involving the employee or spouse and serious illness or death of a member of the "immediate family" will be at the discretion of the Superintendent. "Immediate family" shall be defined to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters or a member of the teacher's household."

VIII. SALARY AND FRINGE BENEFITS

The expired agreement contained the following provision:

D. Insurance Provisions

. . .

"2. Health Insurance Plan

The Board will select an insurance carrier to provide health and accident insurance for the teachers, provided all benefits remain reasonably equivalent. The carrier selected for 1988-90 is Wisconsin Physicians Service. The programs available for teachers through WPS for 1988-89 are two HMO's (Monroe Allhealth and Rock Allhealth) and a 100/200 deductible program referred to as CareShare. The carrier selected for 1989-90 is Wisconsin Education Association Insurance Trust (hereinafter referred to as WEAIT), plan number 120.

The Board agrees to pay the maximum amounts listed below toward the premiums for the above plans. If the premium rate is less than the listed maximum the Board would pay the full premium. The teachers would pay the difference between the maximum listed below and the premium rate for each plan if the premium exceeds the maximum Board contribution. This amount would be deducted from the teacher's first payroll check each month (15th).

1988-89

\$240 per month for a family plan
\$ 85 per month for a single plan

1989-90

\$271.76 per month for a family plan
\$103.64 per month for a single plan

The Board will pay the pro-rated maximum premium contribution amount for part-time teachers, i.e., 60%

teacher contract = 60% of the maximum premium contribution paid."

The Association Offer

The Association would revise the first paragraph in D., 2. as follows:

"The Board will select an insurance carrier to provide health and accident insurance for the teachers, provided all benefits remain reasonably equivalent. The carrier selected for 1990-91 and 1991-92 is the Wisconsin Education Association Insurance Trust (hereinafter referred to as WEAIT), plan number 120.

The Association would retain the language in the second paragraph, except that the word "plans" at the end of the first sentence is changed to "plan".

The amount of monthly premiums for health insurance to be paid by the District is set forth in the Association's offer as follows:

	<u>1990-91</u>	<u>1991-92</u>
Family Plan	\$339.70	\$371.94
Single Plan	\$129.56	\$144.98

The Association would retain the last paragraph of the provision appearing in the 1988-90 bargaining agreement.

The Offer of the District

The District offer would change the first paragraph appearing in Section 2 to read as follows:

"The Board will select an insurance carrier to provide health and accident insurance for the teachers, provided all benefits remain reasonably equivalent. The carrier selection for 1990-91 and 1991-92 is WEAIT, with coverage at no less than the 1989-90 levels."

With respect to the second paragraph appearing in Section 2 of the 1988-90 bargaining agreement, the District's offer would also

retain the initial two sentences of said paragraph, but would alter the next sentence to read as follows:

"The teachers would pay the difference between the maximum listed below and the premium rate for each plan if the premium exceeds the maximum Board contribution; however, if the 1991-92 premiums exceed the amount shown, the Board will pay 50% of the excess premium amount and the teacher will pay the other 50% of such premium amount by payroll deduction. Any amount to be paid by the teacher will be deducted from the teacher's first payroll check each month (15th)."

The District's offer would also retain the provision relating to part-time teachers.

The District's offer proposes that it pay the following monthly premiums:

	<u>1990-91</u>	<u>1991-92</u>
Family Plan	\$339.70	\$390.66
Single Plan	\$129.56	\$148.99

The 1988-90 agreement, in Article VIII, Section D, contained the following provision:

"3. Long Term Disability Plan

The Board shall provide a contribution of \$4.60 per \$1,000 of gross income per month per employee toward a group long term disability plan. The plan shall provide a benefit of 90% of gross income after a waiting period of sixty (60) calendar days and shall include the following options: (1) Social Security Freeze; (b) Primary Offset; (c) Minimum Benefit of 25%. It is understood that the Board reserves the right to name the carrier of this plan. The carrier of the plan for the school year 1988-89 shall be the WEAIT. The Board agrees to pay an increase of up to 5% for long term disability insurance premiums for 1987-88 (a maximum of \$4.83 per \$1,000). In the event the premium exceeds this amount \$4.83/\$1,000, the BEA agrees that such excess will be paid by the individual member. The Board will provide a policy that meets the minimum outlined in this provision."

The Offer of the Association

The Association would maintain the provision as is, except for the fourth sentence, which would read as follows:

"The carrier of the plan for the school years 1990-91 and 1991-92 shall be the WEAIT."

The Offer of the District

The Districts offer contains the following changes in said provision:

First sentence to read as follows:

"The Board shall provide a contribution of \$.46 per \$1,000 of gross income per month per employee toward a group long-term disability plan for the 1990-91 school year."

From the fourth sentence, the District proposes that the provision end as follows:

"The carrier of the plan for the 1990-91 school year shall be the WEAIT. The Board agrees to pay an increase of up to 5% for long-term disability insurance premiums for 1991-92. In the event the premium exceeds this amount the BEA agrees that such excess will be paid by the individual member. The Board will provide a policy that meets the minimum outlined in this provision."

The 1988-90 agreement, in Article VIII, Section D, also contained, paragraph 6, a provision relating to "Dental Insurance". The parties agree on the continuation of the language therein, except to reflect that the coverage is for the years 1990-91 and 1991-92. Their offers also set forth the maximum of the amounts of the premiums to be paid by the Board, as follows:

Association Offer

District Offer

1990-91

1990-91

\$48.08 per month - Family plan
\$16.78 per month - Single plan

\$48.08 per month - Family plan
\$16.78 per month - Single plan

1991-92

1991-92

\$51.14 per month - Family plan
\$19.46 per month - Single plan

\$52.89 per month - Family plan
\$18.46 per month - Single plan

Payment to Wisconsin Retirement System - Article VIII, Section E

The 1988-90 agreement between the parties contained the following provision:

"The Board agrees to pay up to 6% of the teacher's salary as the teacher's contribution to the Wisconsin Retirement System (hereinafter referred to as WRS) during the 1988-89 and 1989-90 school years."

The Association proposed that the provision read as follows in the new agreement:

"The Board agrees to pay up to 6% of the teacher's salary as the teacher's contribution to the Wisconsin Retirement System (hereinafter referred to as WRS) through December 31, 1990. Effective January 1, 1991 and throughout the remainder of the 1990-91 and 1991-92 school years, the Board agrees to pay up the 6.1% of the teacher's salary."

The District, in its offer, proposes to commence the payment of the 6.1% rate as of the first payroll date in the 1991-92 school year, which falls on August 20, 1991.

Extra Curricular Activity Compensation

The 1988-90 agreement contained schedules which set forth the compensation for extra curricular activity engaged in by teachers.

The Association's offer would, for the most part, retain the same activities, and it proposes that the compensation for such activity be increased by 15% at the

commencement of the 1990-91 and also at the commencement of the 1991-92 school years. It would also add new activities to the schedule, and would increase the compensation for certain events participated in by the teachers.

The District's offer would modify the extra curricular compensation schedule. The compensation it offers is based on a point system, and it would also include compensation for new activities.

The Task of the Arbitrator

The Arbitrator must determine which of the final offers is more supported by the evidence adduced herein relating to the statutory criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore to be incorporated in the collective bargaining agreement between the parties.

The Statutory Criteria

Said statutory provision contains the following criteria to be considered by the Arbitrator in an interest arbitration proceeding:

- "a. The lawful authority of the municipal employer.
- b. The stipulations of the parties.
- c. The interest and welfare of the public and the financial ability of 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 employes performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

- f. Comparison of 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 the 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."

Positions of the Parties with Respect to the Statutory Criteria

In its brief the Association sets forth no specific reference to the various statutory criteria which it deems are more appropriate for the consideration by the Arbitrator. It refers to comparisons existing in bargaining agreements covering teachers in the employ of districts, which along with Brodhead, comprise the Rock Valley Athletic Conference. It also contends that the District has the ability to pay the costs which would be generated by the Association's offer.

On the other hand the District opⁱnes that the criteria having relevance herein include, (1) the tentative agreements between the parties; (2) the interest and welfare of the public; (3) the comparisons of the wages proposed by the parties with those of

comparable districts in the athletic conference; (4) the cost of living for the twelve month periods which ended June 30, 1990 and June 30, 1991; (5) changes in these areas during the pendency of this proceeding; and (6) other factors considered in determining wages and conditions of employment through voluntary bargaining in the public sector.

The Appropriate Comparable Grouping

Although during the course of the hearing the Association introduced exhibits relating to insurance provisions in collective bargaining agreements covering teachers in the employ of three elementary schools serving Walworth UHS, also known as Big Foot, a member of the athletic conference, said agreements were not relied upon by the Association in its brief and attachments thereto. The parties are not at issue with respect to utilizing the districts which are members of the athletic conference as the appropriate comparable grouping. The districts comprising the Rock Valley Athletic Conference include the following:

Brodhead	Palmyra-Eagle
Clinton	Parkview (Orfordville)
Edgerton	Beloit-Turner
Evansville	Walworth (Big Foot)

Resignation from Extra Curricular Assignments

Background

Past bargaining agreements between the parties have not included any provisions granting teachers the right to resign from an extra curricular assignment. However, teachers have been permitted to do

so, when approved by the Superintendent, and in most cases, when a qualified replacement is found. The record establishes that there has been a shortage of qualified teacher volunteers for certain types of such assignments, and that the District has found it necessary to recruit non-teachers to perform such assignments. The bargaining agreements in only two of the districts in the athletic conference provide for resignation for extra curricular assignments, and then on a more restrictive basis than is proposed in the provision contained in the Association's final offer.

The Association's Position

The Association points out that under past agreements teachers were not given the right to resign from extra curricular assignments. It claims that its proposed language is reasonable and preferable to the lack of a provision relating thereto, and that its proposal does not prevent the District from assigning teachers to extra curricular activities. It contends that teachers should primarily focus on instruction in academics, rather than such extra curricular duties, and that teachers should not be required to unwillingly remain in such assignments. The Association points out that its proposal provides the District with an additional year of service in the activity involved beyond the year in which the teacher tenders his/her resignation, and thus the District has a considerable period of time to find a replacement. It calls attention to the fact that districts of Turner and Parkview have bargaining agreements which contain procedures permitting teachers to resign from their extra curricular assignments.

Position of the District

The District points out that the Association presented no evidence to explain why its proposal is necessary. It contends that a teacher's willingness to accept an extra curricular assignment may have been an integral part of that teacher's initial hire by the District. It criticizes the proposal for not containing a reason for the resignation, as well as the fact that the proposal does not condition the resignation on the availability of substitute therefor. The District indicates, and the evidence so establishes, that the provision in the Turner agreement grants the district the right to assign a teacher to an extra curricular assignment for as many as three years, and that in Parkview, a teacher can resign such an assignment only if another teacher volunteers for the position.

Conclusion

Except for the notice period provided in the proposal of the Association, there are no other conditions set forth therein which are attached therein to the teacher's right to resign. The Arbitrator is of the opinion that the proposal constitutes a quantum leap forward in the attempt to secure such an absolute resignation right, especially since the Association has not established that the District has unreasonably denied any teacher's request to resign from his/her extracurricular assignment. Under the circumstances noted above, the Arbitrator does not favor the Association's proposal.

Emergency Leave - Maternity Leave

Neither party considers the changes proposed in the provisions contained in the offer of the other pertaining to such leave, as

being "major". In the Association's offer, the person who has the discretion to grant such leave is identified as the "District Administrator", while the District's offer refers to that individual as the "Superintendent". The leave provision in the 1988-90 agreement refers to that individual as the "Superintendent". Neither provision is favored over the other, since there is no significant differences between them.

Health Insurance, Article VIII, D, 2.

The Offers

The offer of the Association would retain WEAIT, plan 120 as the health insurance carrier, a carry over from the 1988-90 bargaining agreement. It would increase the amounts of the monthly premiums to be paid by the District to the actual established costs for both years of the new agreement. The District's offer, while agreeing to retain WEAIT as the carrier, make no reference to any particular plan number. With regard to the amount of monthly premiums to be paid by the District, the offer of the District, like that of the Association's, specifies that it will pay up to the actual premium cost for the first year of the agreement, and for the second year thereof, it offers to pay premium costs up to \$390.66 for family coverage, or \$18.72 above the actual premium costs. For single coverage, the language would require the District to pay as much as \$148.99 per month, or \$4.01 above the actual premium costs. The offer of the District also provides that should the premium costs in 1991-92 exceed the amounts set forth in its offer, then the District and the individual teacher would split the difference 50/50.

Position of the Association

The Association contends that its offer is the more reasonable of the two, in that it would maintain the District's relatively low ranking in premium costs when compared to the external comparables, fifth for the 1990-91 year, and sixth in the 1991-92 year, as a result of the addition of Palmyra into the conference. It points out that four of the conference districts pay the full amount of the premiums, without stating the exact amounts, and that the Turner district is obligated to pay the stated dollar amounts, which reflect the actual cost of the premiums. Palmyra pays the "full amount:, less \$1.00 per month, which is paid by the teacher. The Walworth agreement requires that that district pays up to \$250 per month toward the family plan, and \$100 per month toward the single plan, with the district and the teacher equally sharing the excess costs, if any. The Association argues that the District has not offered any "quid pro quo" for its proposal relating to the sharing of any excess premium costs, while at the same time pointing out that under the 1988-90 bargaining agreement, the provision, as worded, would have required only the teacher to pay such excess if that occurred.

The District's Position

The District acknowledges that it seeks a change in the status quo by proposing the cost sharing concept for 1991-92, with respect to the premium costs in excess of the amounts set forth in the agreement. It characterizes the Association's desire to maintain the status quo as "an invitation to continued bargaining delay and a tardy contract resolution" in an effort to learn the exact premium

costs prior to reaching an accord during bargaining, as demonstrated in the past three of four rounds of negotiations, the parties did not reach an accord until after the commencement of the second year of their two year agreements.

The District supports its removal of the plan number from the language in the health insurance provision by contending that its offer to include the added language "with coverage at no less than the 1989-90 levels" protects the insureds against a reduction in coverage, while not tying the District to changes which might result should WEAIT amend its plan 120.

The District points out that the premiums to be paid by it in the second year of the agreement represents an estimated 15% increase over the premium costs for the first year of the agreement, whereas the actual premium rates for the second year approximates a 10% increase over the actual premium costs. The District claims that its offer is an improvement upon the 1986-88 agreement, in that its maximum premium obligation for the 1991-92 school year is an increase of 15% as compared to the 5% increase in 1987-88, and that it offers to split the excess with the teacher, whereas in 1987-88, the teacher would have had to pay the entire excess over the amount of the District's obligation set forth in that agreement. It emphasizes that under the 1990-92 agreement its offer requires it to pay the full costs of the premiums.

The District takes issue with the Association's claims relating to the amount of the health insurance premiums paid by the other districts in the athletic conference. The District reviews the

pertinent contractual provisions contained in the agreements involved, and it points out the following, with respect to the district noted:

Palmyra - When the premiums exceeded the stated maximums the district paid the full premium, but the salary schedule was adjusted downward to retain total package costs.

Big Foot - When the premiums exceed the monthly caps, the district and the teacher share 50/50 of the excess amount.

Turner - Teachers pay entire excess over the stated premium amounts.

Clinton - District pays 100% of the premiums. Insurance is not tied to a named provider, but district will provide a plan "comparable to the 1990-91 plan.

Edgerton, Evansville and Parkview - Said districts pay 100% of the premium costs.

Discussion

There are no differences in the monetary impact of each of the offers relating to premium costs for the term of the new agreement, since said costs have been established for the entire two year term of said agreement, and under both offers the District is required to pay the entire premium costs for both family and single plans. There was no evidence adduced that either of the offers would affect the existing contractual language (other than the amount of premium costs), up at least to the date on which the record was closed herein.

It appears to the Arbitrator that both of the parties are attempting to posture themselves for the next round of bargaining. The Arbitrator concludes that neither offer is favored over the

other, since neither offer, in themselves' are sufficient to outweigh one total offer over the other.

Long Term Disability Insurance - Article VIII, Section D, 3

Background

The Association would continue the provision as it existed in the 1988-90 agreement, except for the dates therein to reflect 1990-91 and 1991-92 school years. At first blush the District's offer appears to change its contribution toward the plan from a \$4.60 per \$1000 of gross income per month per employee to a contribution of \$.46 per \$1000 of gross income per month per employee. Further, for 1991-92 an increase in the premium of 5% will be borne by the District, with the excess over and above such increase to be paid by the teacher.

The Position of the Association

The Association contends that the District's offer relating to its contribution of \$.46 per \$1000 of gross income is in error, as reflected in the District's costing calculations, which indicated that the District's contribution was calculated on the basis of \$4.60 per \$1000.

The District's Position

The District's briefs contain no argument with regard to the issue.

Discussion

The Arbitrator is satisfied that District intended to provide a contribution of \$4.60 per \$1000, as indicated in its calculations relating to total package costs. Therefore the Arbitrator concludes

that there is no material difference between the two offers.

Dental Insurance - Article VIII, Section D, 6

Background

Except for the substitution of the two new school years, both offers would incorporate the identical language which appeared in the 1988-90 agreement, including the continuation of WEAIT as the carrier of the dental insurance. It should be noted that in the 1989-90 school year the District paid the full amount of the monthly premiums for both the family and single plan, \$42.92 and \$13.98 per month. The Association's offer reflects the actual cost of the monthly premiums for both years of the new agreement. The offer of the District equals the full premium costs for 1990-91. For the year following the District's offer of up to \$52.89 for the family plan exceeds the actual premium cost by \$1.75 per month, while its offer to pay up to \$18.46 for the single plan is one dollar (\$1.00) less than the actual cost of the single plan premium, which would require the teacher covered by said plan to pay \$1.00 per month toward the payment of the premium.

The Position of the Association

The Association contends that the athletic conference norm reflects that the employer pays the full premium costs for the family and single plan coverages. It points out that at Turner, the bargaining agreement sets forth the actual dollar amounts, while at Clinton, Evansville, Palmyra and Parkview, the bargaining agreements, without setting forth the dollar amounts, provide for the full payment of dental premiums. It characterizes the provision in the

Walworth agreement as "substantially out of step" with the remaining conference districts by permitting that district to pay only 50% of the dental insurance premiums. It charges the District as attempting to change the status quo by proposing that the single plan employees contribute to the premium payment in 1991-92.

The Position of the District

The District justifies its offer relating to its premium contributions for the family and single coverage on the basis that it estimated a 10% rise in premium costs in each year of the new two year agreement, thus resulting in its offer with regard to the single plan, which would require the teacher to contribute \$1.00 per month to the payment of the full premium.

Discussion

The bargaining unit herein consists of 58.75 full time equivalent teaching positions covered by the family plan dental insurance, while 14 full time teachers are covered by the single plan. Thus, the dollar difference per month between the offers with respect to the single plan premium amounts to \$14 per month. The cost to the District for paying the full amount of the single plan premium would total an additional \$168 for the 1991-92 school year. The Arbitrator favors the Association's offer relating to dental insurance.

Payment to Wisconsin Retirement System - Article VIII, Section E

Pursuant to the 1989-90 bargaining agreement the District paid 6.0% of the teacher's salary as the teacher's contribution of the Wisconsin Retirement System (WRS). In the fall of 1990 a state

statute was enacted which required an increase in the employee's share to 6.1% effective January 1, 1991. The Association's offer would require the District to pick up that full amount, effective on the latter date. The District's offer would delay the implementation of the additional .1% until the commencement of the 1991-92 school year in August 1991. The Association's offer would require the District to pay an additional \$1,699.16.

The Association's Position

The Association points out that the districts of Evansville, Palmyra and Parkview increased their WRS contribution to 6.1% in January 1991, and to 6.2% in January 1992. It indicates that Edgerton and Walworth increased the rate to 6.1% "at the earliest opportunity" provided by a contract reopener in 1991. The remaining districts of Turner and Clinton still provide for a 6.0% pick-up. The Association characterizes the difference between the two offers as a "pittance" in comparison with the earning power lost to teachers who have received neither salary nor extracurricular increases, nor payment for increased premiums for the contract period involved herein. It argues that its offer with respect to the District's contribution for the employee's share to the WRS as the more reasonable.

The Offer of the District

The District acknowledges that the dollar difference between the two offers is not great, but it contends that its offer is preferable since it opposes a modification to be implemented in the middle of the school year, where no similar adjustment is found in prior

agreements between the parties, and in addition the Association's offer, if implemented, could create significant retroactivity problems. It also contends that its offer places its teachers "in the middle of the pack", when considering the dates upon which the athletic conference districts have implemented changes in their WRS pick-ups.

Discussion

Both parties acknowledge the apparent insignificance of this issue. The Arbitrator is not impressed with the District's argument that the Association's offer would create significant retroactivity problems. Both parties are quite capable in the use of computers, as demonstrated in the number of exhibits each adduced during the course of this proceeding. The same expertise, no doubt, has already been applied, in calculating the dollar differences between the two offers. The Arbitrator favors the Association's offer with respect to this issue.

Pay for Extracurricular Assignments

Background

As far back as the negotiations which led to the 1986-88 bargaining agreement between the parties, the parties agreed to conduct a study aimed at the need for "a better and fairer extracurricular compensation system", and in that regard, the 1986-88 bargaining agreement provided for the establishment of a committee consisting of two administrators, three teachers and one board member to study the extracurricular activity schedule, and to make recommendations to the District and the Association, prior to their

negotiations leading to the 1988-90 bargaining agreement. In February 1988 the Extra duty Study Committee, after it had considered a survey made among teachers and managerial personnel, and after a number of meetings among the members of the Committee, submitted a detailed report to the District's board and the Association, setting forth in detail the results of their study. Therein, the Committee set forth recommended criteria for the placement of each activity on the extra duty compensation schedule, which criteria included (1) experience in the activity, (2) time spent in the activity, (3) responsibility of the position, (4) stress/liability/external pressures, and (5) new position placement. Student participation in the activity was also considered. The Committee developed a formula to determine the placement of each position on the compensation schedule, as well as a method for determining payment. Each extracurricular position was assigned a final base value after application of the formula. The position with the highest value was "head wrestling" at 155, which was given a ratio value of 3.0. Each position's value was then compared to wrestling and its value was expressed in a number either at 3.00 or less.

The Committee included in its report a tabulation reflecting the point value ratio assigned to the various extracurricular activities. A copy of such tabulation is attached hereto as Appendix B.

During the negotiations on the 1988-90 agreement the District proposed that the schedule contained in the Committee's report be incorporated in that agreement. The Association, having concluded that its membership would reject said recommendations, would not

agree to include same in that agreement. The parties did proceed to interest arbitration on the 1988-90 agreement. However, the District did not include the Committee's compensation plan in its final offer and the Association agreed to retain the 1986-88 extracurricular compensation schedule in the 1988-90 agreement.

In the current bargaining the District again proposed the implementation of the recommendations of the Study Committee, and offered to compensate the occupants of the extracurricular positions at \$625 per point for the 1990-91 school year, and at \$650 per point for the 1991-92 school year. The Association's offer retains the current schedule, and it proposes that the occupant of each position receive a 15% increase for each year of the new agreement. Attached hereto as Appendices C-1 through C-4 are tabulations comparing the impact of the two offers on the compensation which would be paid each year to the occupants of the extracurricular positions, as well as the total compensation which would be received by the occupants of the positions for the two year period.

Position of the Association

The Association characterizes the offers of the parties as providing for substantial increases in compensation for the extracurricular activities, "but with different methods of paying these salaries". It claims that the existing schedule is based on percentages similar to those in effect in the districts of Clinton, Evansville, Palmyra and Walworth. It justifies its offer setting forth consecutive lifts of 15% increases for each of the two years of the agreement as providing for "catch-up" increases, having

previously agreed to freeze the extracurricular compensation in the 1988-90 agreement to the 1987-88 levels. The Association argues that the Study Committee's work was limited to advisory recommendations, and that neither the District's board nor the membership of the Association ratified, adopted or endorsed its recommendations, and that said recommendations were not incorporated in the 1988-90 agreement.

It points out that no comparable support appears to exist for the type of schedule recommended by the Committee, and that such a shift from the "status quo" is not the sort of modification usually made through arbitration.

The Position of the District

The District's offer proposes the system recommended by the Study Committee, with a value of \$625 for each point during the 1990-91 school year, and a value of \$650 per point during the school year 1991-92. It characterizes the existing manner of determining extracurricular compensation as being "replete with inequities and other deficiencies" as recognized by members of the Study Committee. It contends that the system proposed by the Committee remedies the shortcomings of the old system, and that the recommended system utilizes a detailed rational formula, and provides guidance for the placement of any new extracurricular positions which might be created. It points out that its offer protects persons who would otherwise receive less than they previously received, since the compensation for those persons are frozen at the amount of their present compensation, until the application of the formula would

produce an amount which equals or exceeds the frozen rate.

The District acknowledges that its offer proposes a change in the status quo, however it argues that said proposed change is neither onerous nor unfair. It characterizes the Association's desire to maintain the present system and its offer of 15% increases in each year of the agreement as increasing the inequities therein, and that said increases "disavows the deal made in 1989 to freeze the compensation." The District indicates that as part of said deal, it withdrew its proposal to include the recommendations of the Study Committee, as part of its offer in the interest arbitration proceeding pending at that time, and thus, said proceeding only involved issues pertaining to salary increases and the definition of grievances.¹ The District indicates that the record does not reveal any consistent pattern among the districts of the athletic conference pertaining to extracurricular compensation schedules.

Discussion

The Association characterizes the District's proposal as seeking to obtain a point-based extra curricular compensation schedule through arbitration, in lieu of obtaining same through regular collective bargaining channels. The record discloses that the District made attempts to seek an accord on its schedule during the bargaining on the 1988-90 agreement. Having failed in such attempts the District did not include said proposal in its final offer in the interest/arbitration before Arbitrator Fogelberg, when the Union

¹ Case 9, No. 40679, INT/ARB-4936, award issued 11/6/89, J.C. Fogelberg, Arbitrator.

agreed not to seek any increases in extra curricular compensation for the 1988-89 and 1989-90 school years.

In the bargaining on the agreement involved herein, the District again proposed its compensation schedule. The parties were unable to reach an accord thereon, and the District included said issue in its offer. The Union countered by including in its offer, 15% increases for each year, bases on the existing schedule. Since the parties could not reach an accord, over such a mandatory subject of bargaining, the interest arbitration statute provides the means to resolve said impasse.

The fact that no apparent comparable supports the District's proposed point-based extracurricular compensation schedule, without sufficient evidence to judge the equities, or inequities, contained in the schedules of each of the comparable districts, does not, in itself, persuade the Arbitrator to reject the District's offer in this regard.

The Arbitrator is aware that the District's teachers have not received extra-curricular compensation increases during the 1987-88, 1988-89 and 1989-90 school years. He is also aware, from the evidence adduced herein, that in their bargaining on the 1986-88 agreement the parties agreed that the compensation schedule applicable for the 1986-87 year would remain through the 1987-88 school year. No change occurred for the 1988-90 contract term as a result of the "quid pro quo" agreed to by the parties, resulting in the District's withdrawal of the point-based schedule on the basis of the Association commitment not to seek any change in compensation for

the term of said agreement. Despite said negotiated bargains, the Association now seeks to make up for the lack of said increases during the said three years. Such proposal, in effect, is an attempt to renege on its previous bargains.

The point-based system was not the unilateral creation of the District. The parties had jointly agreed to establish the Study Committee, as well as its purpose. Teachers constituted one-half of the membership of the Committee, and all the teachers had the opportunity to respond to the Committee's survey, and thus had a significant role in the Committee's recommendations.

There are 65 extracurricular positions, not including those relating to "per event" activities. The dollar difference between the two offers, indicates that the Associations offer would generate approximately a total of \$7,400 over and above the offer of the District, or averaging, among the 65 positions, approximately \$114 per participant over the two years of the agreement.

Considering all the factors noted above, the Arbitrator favors the District's offer relating to extracurricular duty compensation.

The Salary Issue

The Arbitrator has heretofore set forth the differences in the salary schedules proposed by the parties for the two year agreement, and their proposed schedules are attached hereto as appendices.

The Position of the Association

The Association argues that its wage offer is reasonable, responsible, comparable and barely adequate to maintain teacher salary positions with respect to their conference peers. In such

comparison it utilizes seven benchmark salaries, namely the BA+0 lane; step 7 in the BA+0 lane; BA+0 Maximum: Minimum MA+0; step 10 in the MA+0 lane; MA+0 Maximum: and the scheduled maximum salary, minus longevity pay. It contends that the offers do not differ so much in rankings as they do in dollars, and that its proposed increases are not exorbitant. It points out that the District's offer makes changes in the salary schedule intervals to make it possible for the District to place money on the BA base, and thus reduce the salutary impact of additional money on the veteran teachers, despite the fact that the District has not established that it has experienced any problem in the hiring of new teachers, nor has the District substantiated any reason to reduce salary levels and proportions for teachers at the salary maximums, despite the Association's claim that recent changes in the District's programs have demanded more teacher energy and time, as well as higher expectations from the teachers.

The Association would add the longevity step in both years of the agreement, while the District would delay the implementation thereof to the second year. The Association claims that it mitigates the cost of the District in the 1990-91 year, by basing the 11th step increase on the preceding year's schedule. It also points out that the District's offer to change lane intervals amounts to a reduction, since the intervals in the 1989-90 schedule totaled, from the BA base to the MA+18 base, \$5,416, and that under the District's offer, lane intervals for the 1990-91 and 1991-92 would be reduced to \$5,400. The Association acknowledges that under its offer to improve the lane intervals in the first year only total \$6,000, which is

closer to the conference average of \$5,772.

The Association notes that the district's administrators received salary increases averaging 5.1% and 7.5% in each year of the instant agreement, and that the proposed increases for teachers generate increases of 6.2% and 6.38%. It points out that the district has not claimed the inability to meet the costs of the Association's offer, and the Association views any comparison of total package costs as invalid, due to large extracurricular increases needed to catch up after a three year hiatus of extracurricular raises.

The Position of the District

The District claims that its salary offer is more reasonable under the statutory factors, and that it provides an average dollar increase to returning teachers which significantly exceeds the average dollar increases granted by the remaining districts in the conference. It agrees with the Association that under either offer there is no change in rank, vis-a-vis the conference comparables, however it characterizes the Association's offer pertaining to the salary dollar impact per teacher as not being justified under the statutory criteria. It points out that the 1988-90 agreement resulted from an interest arbitration award wherein the arbitrator selected the offer of the Association, resulting in the compaction of the salary schedule, as contained in the Association's offer, and also resulting in substantial increases averaging \$3,262 (12.51%) per teacher, and averaging total package increases of \$4,654 (13.79%), for the two year period involved. The District also

disputes the Association's efforts to compare benchmarks at steps within a lane, because of the salary schedule compaction, for the reason that lane "steps frequently do not correspond to years of service".

The District points out that in the 1986-88 agreement the parties negotiated a longevity provision which provided for a flat dollar longevity increment in the final step of each educational column, however that concept was eliminated by the selection of the Association's offer in the arbitration for the 1988-90 school years. It points out that in the current matter both parties propose to return to a longevity provision, however the Association desires that it be incorporated for both years of the agreement, while the District would apply same in its last year, which according to the District was proposed in an effort to accomplish other changes in the agreement, namely in the health insurance provision. The District also argues that the Association has not substantiated its proposed change in the method of computing longevity, a 3.0% multiplier in the tenth step, or top step of each lane, beginning with the BA+24 lane, while the District's offer provides for a definite dollar increment, based on one-half step of each lane.

With respect to the Association's claim that the District's proposed increases to teachers are less percentage-wise than the increases granted to the District's administrators, it contends that, in comparing the latter increases, the Association did not, in its computations include the extracurricular salaries offered to teachers in the District's offer, and further, of the six administrators, two

were required to increase their duty day, and that two were given "lifts" because their salaries had been below the average levels of the conference districts.

The District also claims that the Association's offer provides for increases which is double the cost-of-living increase for the year 1989-90, and half again as much as the CPI increase in 1991-92 school year, and thus are not justified.

Discussion

The dollars generated by teacher salaries (schedules and extracurricular compensation) by the offers of the parties constitute approximately 75% of the total package costs generated by said offers. Nonetheless, the Arbitrator must also consider the costs directly related to salaries, such as FICA, retirement, and the premium costs incurred by the various insurance programs. Attached hereto as Appendices D and E are tabulation reflecting teacher salary and total package costs generated by each of the offers for the two years of the agreement. Said tabulations reflect each party's calculations on only their own offers. The basis for not including the costing of the other party's offer is set forth on each of the appendices.

The Association contends that the District's calculations include salary and related costs relating to non-unit employees who are filling extracurricular positions. The record discloses that seven such employees were employed during the two years covered by the agreement involved herein. Their earnings for said period under the District's offer will total \$4,874 and \$5,050 for the two years

involved. Said sums are minuscule as compared to similar costs incurred by the District with respect to the 80.54 full time teachers who are in the bargaining unit, and thus have no significant impact on the results of the calculations of the District.

The Association also protests the District's costing of retiree health insurance on the "cast forward" method. The Association has computed said costs on the "actual cost" basis, which indicates a difference of \$4,077 less, and \$3,925 less, than the District's calculations for the two years involved. Again, a minimum effect on the comparisons of total cost packages.

The Arbitrator has utilized the calculations of each party in determining the data contained in the following tabulation, comparing the impact of the monetary costs as generated by the offers of the parties, with the average costs incurred by the conference comparables for the two year period involved:

	1990-1991		1990-1991	
	Avg.	<u>Salary Increase</u>	Avg.	<u>Total Package</u>
		<u>Per Teacher</u>		<u>Per Teacher</u>
7 District Conference Average	\$1,598	5.22%	\$2,561	6.38%
Association Offer	1,919	6.58%	3,038	7.97%
District Offer	1,777	6.09%	2,896	7.60%
	1991-1992		1991-1992	
	Avg.	<u>Salary Increase</u>	Avg.	<u>Total Package</u>
		<u>Per Teacher</u>		<u>Per Teacher</u>
6 District Conference Average	\$1,806	5.79%	\$2,663	6.37%
Association Offer	2,082	6.69%	2,886	7.01%
District Offer	1,896	6.13%	2,705	6.60%

Thus it is observed that the District's offer generates both average salary and average total package increases which are not only closer to the conference averages, but also above the conference averages.

As to the cost of living criteria, the Association urges the Arbitrator to apply the national CPI index, for the years 1990 and 1991, establishing rises of 5.2% and 5.4%. The District contends that the appropriate index is the one pertaining to non-metro urban area wage earners and clerical workers, which from July 1990 to July 1991 averaged an increase of 4.1%. The average salary increases generated by both offers exceed that reflected in indexes. While the Arbitrator does not conclude that the national index is appropriate, it should be noted that the District's offer generates salary increases over and above said indexes by 0.9% the first year and by 0.7% the second year, which are closer to said indexes than are the increases generated by the Association's offer. This criterion favors the District's offer.

The Arbitrator is satisfied that the District's offer with regard to salary, including extracurricular compensation, is the more reasonable when considering and applying the statutory criteria, and therefor it is favored by the Arbitrator.

Conclusion


Previously herein the Arbitrator has indicated a stand-off with respect to the offers pertaining to health and long term disability insurance, and to maternity leave. He has favored the Association's offer on dental insurance and retirement contributions by the

District, and he has favored the District's offer relating to resignation from extracurricular duty, extracurricular compensation schedules and salary schedules. The issues arising out of the proposals relating to teacher compensation, for their regular teaching duties, as well as extracurricular compensation, have the greatest impact, by far, on the Arbitrator's determination as to which entire offer is to be favored by the Arbitrator. It is quite apparent to the Arbitrator that the District's offer, rather than that of the Association, is the more reasonable when considering and applying the statutory criteria. Therefore, based on the above and foregoing, the Arbitrator makes and issues the following

AWARD

The final offer of the District is deemed to be the more acceptable towards meeting the statutory criteria set forth in Sec. 111.70(4)(cm)7 of the Municipal Employment Relations Act, and therefore it shall be incorporated into the 1990-92 collective bargaining agreement between the parties, together with the items and changes agreed upon during their bargaining, and further, together with the provisions of their expired agreement which remain unchanged, either by the District's final offer, or by mutual agreement during bargaining.

Dated at Madison, Wisconsin, this 28th day of May, 1992.


Morris Slavney
Arbitrator

1989-1990 SALARY SCHEDULE

SCHOOL DISTRICT OF BRODHEAD

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
1.0	18800	19407	20154	20831	21508	22184	22862	23539	24216
2.0	19663	20348	21173	21928	22683	23437	24193	24948	25703
3.0	20526	21289	22192	23025	23858	24690	25524	26357	27190
4.0	21389	22230	23211	24122	25033	25943	26855	27766	28677
5.0	22252	23171	24230	25219	26208	27196	28186	29175	30164
6.0	23115	24112	25249	26316	27383	28449	29517	30584	31651
7.0	23978	25053	26268	27413	28558	29702	30848	31993	33138
8.0	—	25994	27287	28510	29733	30955	32179	33402	34625
9.0	—	—	28306	29607	30908	32208	33510	34811	36112
10.0	—	—	—	30704	32083	33463	34841	36220	37599

1990-91 BROADHEAD ASSOCIATION SALARY PROPOSAL (LONGEVITY SHOWN AS STEP 11)

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
1.0	19550	20227	20904	21581	22258	22935	23612	24289	24966
2.0	20413	21168	21923	22678	23433	24188	24943	25698	26453
3.0	21276	22109	22942	23775	24608	25441	26274	27107	27940
4.0	22139	23050	23961	24872	25783	26694	27605	28516	29427
5.0	23002	23991	24980	25969	26958	27947	28936	29925	30914
6.0	23865	24932	25999	27066	28133	29200	30267	31334	32401
7.0	24728	25873	27018	28163	29308	30453	31598	32743	33888
8.0	---	26814	28037	29260	30483	31706	32929	34152	35375
9.0	---	---	29056	30357	31658	32959	34260	35561	36862
10.0	---	---	---	31454	32833	34212	35591	36970	38349
Long. 11.0	---	---	---	---	33045	34465	35886	37307	38727

Longevity is calculated for 1990-91 by adding 3% to the salary the teacher received in 1989-90.

NOTE: Teachers who move horizontally will also receive their annual vertical step for experience in addition to the horizontal advancement.

1991-92 BRODHEAD ASSOCIATION SALARY PROPOSAL (LONGEVITY SHOWN AS STEP 11)

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
1.0	20500	21150	21800	22450	23100	23950	24800	25650	26500
2.0	21363	22091	22819	23547	24275	25203	26131	27059	27987
3.0	22226	23032	23838	24644	25450	26456	27462	28468	29474
4.0	23089	23973	24857	25741	26625	27709	28793	29877	30961
5.0	23952	24914	25876	26838	27800	28962	30124	31286	32448
6.0	24815	25855	26895	27935	28975	30215	31455	32695	33935
7.0	25678	26796	27914	29032	30150	31468	32786	34104	35422
8.0	—	27737	28933	30129	31325	32721	34117	35513	36909
9.0	—	—	29952	31226	32500	33974	35448	36922	38396
10.0	—	—	—	32323	33675	35227	36779	38331	39883
Long. 11.0	—	—	—	—	34685	36284	37882	39481	41079

Longevity is calculated for 1991-92 by adding 3% times the step 10 salary on this schedule.

NOTE: Teachers who move horizontally will also receive their annual vertical step for experience in addition to the horizontal advancement.

DISTRICT'S PROPOSED SALARY SCHEDULES

Salary schedule 1990-91

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
1	19425	20075	20725	21375	22025	22675	23325	24175	24825
2	20288	21016	21744	22472	23200	24128	24856	25584	26312
3	21151	21957	22763	23569	24375	25381	26187	26993	27799
4	22014	22898	23782	24666	25550	26634	27518	28402	29286
5	22877	23839	24801	25763	26725	27887	28849	29811	30773
6	23740	24786	25820	26850	27900	29140	30180	31220	32260
7	24603	25721	26839	27957	29075	30393	31511	32629	33747
8		26662	27858	29054	30250	31646	32842	34038	35239
9			28977	30151	31425	32899	34173	35447	36721
10				31248	32600	34152	35504	36856	38208

Salary schedule 1991-92

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18
1	20500	21150	21800	22450	23100	23950	24600	25250	25900
2	21363	22091	22819	23547	24275	25203	25931	26659	27387
3	22226	23032	23838	24644	25450	26456	27262	28068	28874
4	23089	23973	24857	25741	26625	27709	28593	29477	30361
5	23952	24914	25876	26838	27800	28962	29924	30886	31848
6	24815	25855	26895	27935	28975	30215	31255	32295	33335
7	25678	26796	27914	29032	30150	31468	32586	33704	34822
8		27737	28933	30129	31325	32721	33917	35113	36309
9			29952	31226	32500	33974	35248	36522	37796
10				32323	33675	35227	36579	37931	39283
11					34263	35854	37245	38636	40027

	<u>0-3 years</u>	<u>4-6 years</u>	<u>7-10 years</u>	<u>10+ years</u>
Head Wrestling	3.00	3.30	3.70	4.10
Head Basketball	3.00	3.30	3.70	4.10
Head Football	3.00	3.30	3.70	4.10
Ass't Wrestling	2.25	2.50	2.80	3.10
Ass't Basketball	2.25	2.50	2.80	3.10
Head Baseball	2.25	2.50	2.80	3.10
Head Boys Track	2.25	2.50	2.80	3.10
Head Girls Track	2.25	2.50	2.80	3.10
Head Volleyball	2.25	2.50	2.80	3.10
Head Softball	2.25	2.50	2.80	3.10
Ass't Football	2.25	2.50	2.80	3.10
Yearbook	2.00	2.20	2.50	2.80
Freshman Basketball	2.00	2.20	2.50	2.80
Jazz Ens. I	2.00	2.20	2.50	2.80
Head Cross Country	2.00	2.20	2.50	2.80
Freshman Football	2.00	2.20	2.50	2.80
Ass't Baseball	1.60	1.80	2.00	2.20
Cheerleader	1.60	1.80	2.00	2.20
Ass't Volleyball	1.60	1.80	2.00	2.20
Ass't Track	1.60	1.80	2.00	2.20
Forensics	1.60	1.80	2.00	2.20
Freshman Volleyball	1.60	1.80	2.00	2.20
Ass't Softball	1.60	1.80	2.00	2.20
M.S. Basketball	1.30	1.45	1.65	1.90
M.S. Wrestling	1.30	1.45	1.65	1.90
M.S. Volleyball	1.30	1.45	1.65	1.90
M.S. Jazz Ens.	1.30	1.45	1.65	1.90
M.S. Track	1.30	1.45	1.65	1.90
Drill Team	1.30	1.45	1.65	1.90
Jazz Ens. II	1.00	1.10	1.30	1.50
Swing Choir	1.00	1.10	1.30	1.50
M.S. Football	1.00	1.10	1.30	1.50
FHA	1.00	1.10	1.30	1.50
One Act Play	1.00	1.10	1.30	1.50
M.S. Ass't Wrestling	1.00	1.10	1.30	1.50
M.S. Camp	1.00	1.10	1.30	1.50
Unit Leader	1.00	1.10	1.30	1.50
AFS	1.00	1.10	1.30	1.50
Quiz Bowl	.50	.55	.60	.70

EXTRACURRICULAR ACTIVITY PAY GENERATED BY EACH OFFER

	<u>Association Offer</u>				<u>District Offer</u>		
	<u>Payment In 1989-90</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>
<u>BASEBALL/SOFTBALL</u>							
Head	\$ 1280	\$ 1472	\$ 2116	\$ 3588	\$ 1563	\$ 1820	\$ 3383
Assistant*	800	920	1058	1978	1000	1040	2040
Head	1280	1472	1693	3165	1563	1625	3188
Assistant	800	920	1058	1978	1000	1040	2040
<u>BASKETBALL</u>							
Head Boys	1600	1840	2116	3956	2063	2145	4208
Head Girls	1440	1656	1904	3560	1875	1950	3825
Assistant Boys	960	1104	1270	2374	1406	1463	2869
Assistant Girls	1120	1656	1904	3560	1750	1820	3570
Frosh Boys*	800	920	1058	1978	1250	1300	2550
Frosh Girls*	800	920	1058	1978	1250	1300	2550
Head MS Boys	1440	1656	1904	3560	<u>1440</u>	<u>1440</u>	2880
Head MS Girls	1440	1656	1904	3560	<u>1440</u>	<u>1440</u>	2880
Assistant MS Girls*	560	644	741	1385	812	845	1657
Assistant MS Boys*	560	644	741	1385	812	845	1657
5th & 6th Boys*	250	250	250	500	250	250	500
5th & 6th Girls*	250	250	250	500	250	250	500
<u>FOOTBALL</u>							
Head	2080	2392	2751	5143	2563	2665	5228
Assistant	1600	1840	2116	3956	1938	2015	3953
Assistant*	1600	1840	2116	3956	1938	2015	3953
JV	1120	1656	1904	3560	1750	1820	3570
Frosh	960	1104	1672	2776	1375	1625	3000
Frosh	960	1472	1693	3165	1562	1625	3187
Head MS*	1440	1656	1904	3560	<u>1440</u>	<u>1440</u>	2880
Assistant MS*	800	800	1058	1978	<u>800</u>	<u>800</u>	1600

* Occupant not a member of teacher bargaining unit

Salaries underlined are frozen during term of agreement.

EXTRACURRICULAR ACTIVITY PAY GENERATED BY EACH OFFER

	<u>Association Offer</u>				<u>District Offer</u>		
	<u>Payment In 1988-89</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>
<u>TRACK</u>							
Head Boys	\$ 1760	\$ 2024	\$ 2328	\$ 4352	\$ 1938	\$ 2015	\$ 3953
Head Girls	1760	2024	2328	4352	1938	2015	3953
Assistant Boys	800	1104	1270	2374	1125	1170	2295
Assistant Girls	1280	1472	1904	3376	1250	1300	2550
MS	800	1104	1269	2373	906	943	1849
Assistant MS	640	736	846	1582	906	943	1849
Assistant MS	560	644	741	1385	812	845	1657
<u>VOLLEYBALL</u>							
Head	1440	1656	1904	3560	1750	1820	3570
Assistant	1280	1656	1904	3560	1250	1430	2680
Frosh	800	920	1270	2190	1000	1170	2170
Head MS	800	920	1058	1978	813	845	1658
Assistant MS*	560	644	741	1385	813	845	1658
<u>WRESTLING</u>							
Head	1600	2208	2539	4747	2313	2405	4718
Assistant	960	1104	1481	2585	1406	1625	3031
Head MS	960	1104	1693	2797	960	1073	2033
Assistant MS*	640	736	846	1582	687	715	1402
<u>ADDITIONAL POSITIONS</u>							
X-Country	\$ 1600	1840	2116	3956	1750	1820	3570
HS Cheerleading	800	920	1058	1978	1000	1040	2040
Annual	960	1104	1270	2374	1375	1430	2805
Jazz I	1440	1656	1904	3560	1750	1820	3570
Jazz II	784	902	1036	1938	938	975	1913
Jazz MS	784	902	1036	1938	1187	1235	2422
One Act	560	644	741	1385	625	650	1275

EXTRACURRICULAR ACTIVITY PAY GENERATED BY EACH OFFER

	Association Offer				District Offer		
	Payment In <u>1989-90</u>	Payment In <u>1990-91</u>	Payment In <u>1991-92</u>	Two Year <u>Total</u>	Payment In <u>1990-91</u>	Payment In <u>1991-92</u>	Two Year <u>Total</u>
<u>ADDITIONAL POSITIONS</u>							
<u>(Continued)</u>							
FHA	\$ 800	\$ 920	\$ 1058	\$ 1978	\$ 813	\$ 975	\$ 1788
Swing Choir	800	920	1058	1978	800	800	1600
Unit Leader	960	1104	1270	2374	<u>960</u>	975	1935
Unit Leader	720	828	952	1780	<u>720</u>	<u>720</u>	1440
Pom Pon	1440	1656	1904	3560	1440	1440	2880
AFS	800	920	1058	1978	813	975	1788
Forensics	880	1012	1164	2176	<u>880</u>	<u>880</u>	1760
Forensics	560	644	740	1384	<u>560</u>	<u>560</u>	1120
Golf	960	1104	1270	2381	1056	1056	2112
Quiz Bowl	312	358	411	769	312	320	632
Musical Director	1010	1161	1335	2496	1010	1010	2020
Early FB (5 pos.)	1175	1351	1553	2904	1295	1295	2590
MS Summer Band	350	350	350	700	<u>330</u>	<u>330</u>	660
HS Summer Band	450	500	500	1000	<u>550</u>	<u>550</u>	1100

EXTRACURRICULAR ACTIVITY PAY GENERATED BY EACH OFFER

	<u>Association Offer</u>				<u>District Offer</u>		
	<u>Payment In 1989-90</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>	<u>Payment In 1990-91</u>	<u>Payment In 1991-92</u>	<u>Two Year Total</u>
<u>ADDITIONAL POSITIONS</u>							
<u>(Continued)</u>							
Pep Band Per Event	\$ 13.50	\$ 20.00	\$ 20.00	\$ 40.00	\$ 14.85	\$ 16.34	\$ 21.19
MS Lunchroom Per hour	6.25	7.00	7.00	14.00	6.88	7.57	14.45
Ticket takers, timers, scorers, track help, etc. Per event	11.00	15.00	15.00	30.00	12.10	13.31	25.41
Bus Chaperones Per event							
Under 25 mi.	13.00	20.00	20.00	40.00	14.30	15.73	30.03
Over 25 mi.	14.75	25.00	25.00	50.00	16.23	17.85	34.08
Head Football-2 weeks prior to school	275.00	300.00	300.00	600.00	303.00	303.00	606.00
Asst. Football-2 weeks prior to school	225.00	250.00	250.00	500.00	248.00	248.00	496.00
Classroom Substitution Per period	-	10.00	10.00	20.00	7.70	8.47	16.17

ASSOCIATION COSTING OF ASSOCIATION OFFER

	<u>Last Revision</u>				
	<u>1989-90</u>	<u>1990-91</u>	<u>% Increase</u>	<u>1991-92</u>	<u>% Increase</u>
Salaries	\$ 2,347,754	\$ 2,502,326	6.7	\$ 2,669,972	6.69
FICA	178,429	191,428		204,253	
Retirement	281,730	303,782		325,737	
LTD Insurance	10,530	11,183		11,897	
Life Insurance	1,000	1,000		1,000	
Health Insurance	209,002	261,255		286,574	
Dental Insurance	32,107	36,715		39,323	
Retiree Health Ins.	<u>8,599</u>	<u>6,672</u>		<u>8,006</u>	
Total Package Costs	\$ 3,069,651	\$ 3,314,361	7.97	\$ 3,546,762	7.01

The Association produced an exhibit costing out the District's offer based on an earlier schedule submitted by the District during bargaining. The District's final offer has increased each step in its 1990-91 schedule by \$25.00, and in the 1991-92 schedule by \$500.00. The Association did not submit an exhibit reflecting the costs of the District based on the latter's schedules contained in its final offer.

DISTRICT COSTING OF DISTRICT OFFER

	<u>1989-90</u>	<u>1990-91</u>	<u>% Increase</u>	<u>1991-92</u>	<u>% Increase</u>
Salaries	\$ 2,347,754	\$ 2,490,844	6.1	\$ 2,643,513	6.1
FICA	178,429	190,550		202,229	
Retirement	281,730	300,645		324,359	
LTD Insurance	10,530	11,121		11,805	
Life Ins.	1,000	1,000		1,000	
Health Ins.	209,002	261,255		286,574	
Dental Ins.	32,607	36,715		39,296	
Retiree H. Ins.	8,599	10,749		11,931	
Total Package Costs	<u>\$ 3,069,651</u>	<u>\$ 3,302,879</u>	7.6	<u>\$ 3,520,707</u>	6.6

The District's original costing of the Association's offer was computed by the District prior to the date upon which the Association had submitted its revised costing computations, and therefore the Arbitrator has not included the costing of the District's offer as originally computed by the District.