

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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MAY 28 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration of the
Dispute Between the

PHILLIPS EDUCATION ASSOCIATION

and the

PHILLIPS SCHOOL DISTRICT
BOARD OF EDUCATION

Case 96
No. 46161 INT/ARB-6111
Decision No. 27071-A

Appearances:

Mr. Gene Degner, Executive Director, WEAC Uniserv Council #18 appeared for the Association, along with members of the Phillips Education Association.

Mr. Richard Weghorn, District Administrator, Phillips School District, appeared for the Employer, along with members of the Phillips Board of Education.

Background

On March 11, 1991, representatives of the Phillips School District (hereinafter referred to as the "District" or the "Employer") and the Phillips Education Association (hereinafter referred to as the "Association" or the "Employees") exchanged proposals on a successor agreement for the 1991-92 and 1992-93 school years. The Association represents all certified, contracted full-time and part-time teachers in the bargaining unit including guidance counselors and librarians. The Parties met on two other occasions and failed to reach an agreement. On August 3, 1991 the Association filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 Wis. Stats.

Investigator Homer Mittelstadt, a member of the Commission's staff conducted an informal investigation on October 3, 1991, and then advised the Commission that an impasse existed. The parties submitted final offers to the Commission by Oct. 16, 1991. On Oct. 31, 1991 the Commission certified the parties' final offers and directed them to select and impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on November 25, 1991 and conducted a hearing on the matter on January 9, 1992. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for exchanging briefs and replies.

The Issue(s)

The two main issues under consideration herein are the rate increases in each cell of the Phillips School District salary schedule for 1991-92 and for 1992-93, and whether or not the extra-curricular pay for a variety of assignments from Academic Decathlon advisement to Wrestling Coach shall increase by the salary schedule cell increase only (the practice since 1973, with modifications as agreed to by the parties) or should there be an experience increment as well. The District proposes to increase the salary schedule by 4.75% in each of the two years and to increase the base pay for certain specified extra curricular positions. The Association proposes to increase the schedule by 5% in each year and to provide for an "experience increment" of \$50 for each year of head coaching and \$25 for each year of other coaching and activities advisement -- up to a maximum of ten (10) years. The Association also proposes base pay increases in some specified extra curricular positions which are somewhat different from that proposed by the District; neither party addresses these selected adjustments in their briefs, so the undersigned will take their lead and focus on the percentage increase issue and the issue of an "experience increment."

Cost

Costing of the salary portion of the proposals shows that salaries will rise about 6.5% in 1991-92 from their 1990-91 levels, and about another 6.5% the following year under the District's offer (Table 1). Under the Association's offer, they will rise by about 6.7% both years. The Employer calculates slightly different average costs, but concludes that the difference

is average salary costs between the offers is essentially the same.¹ Moreover, calculations of salary schedule cost differences vary by less than \$100 both years, coming in at about \$5700 in 1991-92 and a little over \$12,000 in 1992-93.

Table 1.

Average Salaries and Salary Costs Under the District and Association Offers

	Average salary 1991-92 (% increase)	Average salary 1992-93 (% increase)	Salary Schedule Cost 91-92	Salary Schedule Cost 92-93
District Offer	\$29,962 (6.43)	\$31,901 (6.47)	\$2,378,967	\$2,532,954
Association Offer	\$30,033 (6.68)	\$32,054 (6.73)	\$2,384,640	\$2,545,063
Calculated difference:				
by Association	\$ 71	\$ 151	\$ 5,673	\$ 12,109
by District	\$ 71	\$ 153	\$ 5,733	\$ 12,029

Differences in the average dollar increases under the parties' offers are shown in Table 2. Under the Employer's offer, the average teacher will receive an increase of \$1810 and \$1939 in 1991-92 and 1992-93, respectively. This is about \$72 less than the Association proposes for 1991-92 and \$80 less than for 1992-93. Again, the levels differ according to the matrix used, but the calculated differences in offers are the same.

¹ The Association has 3 FTEs at BA 4th and 6 at BA 5th while the District places 4 FTEs at the 4th and 5 FTEs at the 5th.

Table 2.
Salary Dollar Increases Under the District and Association Offers

	Average Salary Increase 1991-92:		Average Salary Increase 1992-93:	
	Association Data	District Data	Association Data	District Data
District Offer	\$ 1810	\$ 1813	\$ 1939	\$ 1928
Association Offer	\$ 1882	\$ 1885	\$ 2020	\$ 2008
Difference	\$ 72	\$ 72	\$ 81	\$ 80

Package costs, exclusive of the extra curricular "experience increment," are only estimated by the District. They are included (Employer Ex. 23) in Table 3.

Table 3.
Average "Package" Costs Under the District and Association Offers*

	1991-92 Average Package Cost (% increase)	1992-93 Average Package Cost (% increase)
District Offer	\$ 40,177 (7.12%)	\$ 42,435 (7.14%)
Association Offer	\$ 40,263 (7.35%)	\$ 42,585 (7.29%)
Difference	\$ 86	\$ 150

*note: excludes the proposed "experience increment" for extra-curriculars

Unfortunately the District's package costs shown (Employer Ex. 23) do not calculate to an increase of over 7% increase as indicated by the Employer; rather it shows about 5.6-5.8% increases according to the figures listed. Dollar average salary and package increases also do not equal the difference between average salary and average package levels, and a different FTE count is apparently used to cost 1991-92 than was used for 1992-93. The "errors" in the District's calculation would aid the Association's position, however. The Association has not offered package cost estimates for corroboration. "Accuracy" of these are not crucial, however, since neither party has offered "package" costs of comparable districts in evidence (though the Employer has made reference to comparables' package costs in argument).

The Employer's costing of the Extra Duty Longevity proposal made by the Association shows (Employer Ex. 23) a cost of almost \$9000 in 1991-92 (excluding the 5% increase):

Salary	\$ 7675
Fringes	<u>1136</u>
total	\$ 8811

No documentation was supplied regarding the experience level of the various coaches and activities advisors so it is difficult to corroborate this information. The undersigned "worked backward" from this costing of the Association's proposal by the District and found it to be reasonable, depending on whether one were to apply the longevity to 50 advisors/assistant coaches in addition to 10 head coaches, and not to scorers, chain gang, etc. positions. About \$1700 is to be paid to adjust a number of salaries. If all Head Coaches averaged only 4 years experience, then \$2000 more ($\$50 \times 4 \times 10$) would be paid to them in 1991-92. If the activities advisors and assistant coaches had only 3 years experience then \$3750 ($\$25 \times 3 \times 50$) would have to be paid, for a total of \$7450 in salaries. A 15% fringe benefit added would make about \$8600, suggesting that the District's costing of the Extra Duty Longevity proposal is not unreasonable. The arbitrator is unsettled by the Association's failure to cost its proposal or to attempt to do so.

The District's extra curricular pay offer adds about \$2000 plus about \$300 for fringes for 1991-92 in areas where Phillips Schools District is low by comparison. The only 1992-93 cost for the District would be its proposed 4.75% increase to these positions. By contrast, the Association's proposal for 1992-93 was not assessed for cost to the District by either of the

parties. The undersigned has estimated that this cost may be substantial as well. Coaches and advisors would move 1 experience step for 1992-93 (possibly 10 @ \$50 and possibly 50 @ \$25) which could cost up to \$1750. A 5% increase in the second year would be \$1838 more in wages, and about \$2100 in total over the 1991-92 cost. Therefore the extra curricular experience increment may cost somewhat more than \$21,000 over the 2 years, which exceeds the salary cost increase of about \$17,500 for the two contract years.

The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.70 (7) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- a. The lawful authority of the 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 settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceeding 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 proceeding 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 proceeding with the wages, hours and conditions of employment of other employes generally 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 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, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

Arguments of the Parties

The Association

The Association contends that the statutory criteria of external comparability primarily supports its case for an arbitration award in its favor. It argues that most of the other criteria, namely the legal authority of the Employer, stipulations of the Parties, interests and welfare of the public and financial ability of the Employer are not at issue herein. Phillips has a better than average ability to pay, and it is in the interest and welfare of the public for the District to remain competitive in pay for its teachers. The Association doesn't feel that private employment comparisons can be made for lack of data, and believes that comparisons to other public employees are difficult to make or are not as relevant as are comparisons to other Conference schools. Overall compensation is not separately an issue here, and there have been no changes during pendency, so these factors are set aside. Rather, the Association primarily addresses its arguments in support of its offer to how the Phillips School District teachers are compensated vis a vis the rest of the Lumberjack Athletic Conference, primarily, and to the Lumberjack

Conference and the rest of the State of Wisconsin, secondarily.² The Association essentially makes the argument that the cost-of-living criteria is addressed when there are voluntary settlements of the comparables; these settlements subsume any COL considerations.

The Phillips Education Association argues that its salary offer is more reasonable than is the Employer's offer whether comparing the Lumberjack Athletic Conference (LAC), the Lumberjack Conference (LC), other Wisconsin small school districts, or other CESA NO. 12 districts. The Association shows that the LAC is indeed an appropriate comparable based upon student population, FTE, costs per pupil, state aid, and levy rates, as well as its acceptance by arbitrators in 7 prior arbitration settlements within the LAC. The Undersigned concurs and accepts the LAC as an appropriate primary comparable grouping; so does the District, but it objects to any use of the LC.

Wages

The Phillips School District is shown to have the highest Wisconsin income per tax return, and slightly above average Personal Income per capita, and yet pays its average teachers lower than any other LAC school. It has done so historically, as seen in Table 4 (ASSN EX 69). Clearly the average salary at Phillips is low, and it has increased slower than the average district in the State (though its increase is in the middle for the LAC).

² These are:

<u>Lumberjack Athletic Conference</u>	<u>Lumberjack Conference</u>
Ashland	(add to LAC the following elementary
Park Falls	schools feeding LUHS:)
Phillips	Arbor-Vitae Woodruff
Medford	Minoqua, Hazelhurst, Lake Tomahawk
	North Lakeland
	Lac du Flambeau

Table 4.
Average Salaries, Percent Increases, and Rankings for the
Lumberjack Athletic Conference, 1980-81 and 1990-91

School	1980-81 Average Salary	1990-91 Average Salary	Percent Increase	Dollar Increase	Ranking of 393 Districts by:	
					% increase	\$ increase
Tomahawk	\$15,984	\$32,874	105.67	\$16,890	77	75
Northland Pines	16,381	33,341	103.53	16,960	88	71
Park Falls	15,232	30,884	102.76	15,652	98	146
Phillips	14,977	28,430	89.82	13,453	246	318
LUHS	19,918	36,384	84.93	16,916	307	74
Medford	15,746	28,614	81.72	12,868	335	354
Ashland	16,387	29,280	78.68	12,893	357	352

The Association directed the arbitrator's attention to the benchmark salary increases for 1991-92 and 1992-93. Benchmark settlements for the 1991-92 year exceeded 5% in 3 districts of the LAC, and were less than the 4.75% offer of the Employer in 2 districts (Medford was not settled). Three of the four elementary schools have settled for 5% increases per cell. Only Tomahawk is settled for 1992-93 (at 5.5%); its 1991-92 settlement was 6.5%, which, according to the Employer's brief (but not its evidence) was in exchange for a first-time employee contributions to health insurance. Table 5 synthesizes Association Exhibits 40-48, 113-115, and 116-118.

Table 5.
Benchmark Comparisons of Phillips School District with the LAC
1990-91 (7 in Conference)

	Dollar Level Rank 1989-90	Dollar Level Rank 1990-91	Dollar Level Rank 1991-92 Offer *		Average % Increase 1991-92 in LAC*	Average \$ Increase 1991-92 in LAC*	\$ Increase OFFERS	
			Assn.	District			Assn.	District
BA-Min	2	2	2	2	5.14 %	\$1040	\$1056	\$1003
BA-7th	2	3	3	3	5.09	1290	1273	1210
BA-Max	1	1	2	2	5.04	1548	1579	1500
MA-Min	2	2	2	2	5.11	1183	1179	1120
MA-10th	3	4	4	4	5.04	1620	1554	1476
MA-Max	6	5	5	5	5.02	1815	1771	1683
Sch. Max	5	7	6	6	4.99	1966	1845	1753

*Medford is not settled. It is unlikely that the Medford settlement would change these since that district was significantly below Phillips except at the schedule maximum, where Phillips would probably be 7th upon Medford's settlement.

Source: Association Exhibits 40-48, 113-115, and 116-118.

It shows that the dollar level of salaries in the BA lanes and at the MA MIN compares favorably with the LAC. At higher steps on the MA lanes, though, Phillips ranks from the middle to bottom of the Conference, and is losing ground, somewhat. The Union's proposal will not change those rankings, however. The Association discounts the evaluation of the BA MAX benchmark because Wisconsin now requires minimal continuing education for teachers; those at the BA MAX are generally "grandfathered in." Not surprisingly, Phillips teachers rank highest at this benchmark. Table 5 also shows the average (of 5 settled districts in the LAC) percentage increase at each of the 7 benchmarks. Percentage increases in the LAC generally average above the PEA offer. The Association also shows that in comparing the PSD and PEA offers to the average statewide and CESA No. 12 percentage settlements at the 6 benchmarks,

the Association's offer is also uniformly closer to those averages.

Comparison of dollar increases also shows the PEA offer to be closer to that of the LAC benchmark average salary increases. The Association's offer is less than the average dollar increase in all cases except the BA MIN and BA MAX, and is still closer than the District's offer at these benchmarks. The LAC average salary increases at the 6 benchmarks are similar to that of the (62% complete) state average (ASSN EX 73), somewhat less than the CESA No. 12 (67% complete) 6 benchmark averages (EX 76), and fairly close to the benchmark average increases for the (61% complete) smaller school districts (EX 79). By all counts, then, the Association's offer for 1991-92 is more comparable to other teachers' salary increases. For 1992-93, the Association's argument rests on the lone primary comparable LAC (5.5%) settlement, the 5.25% increases in the 4 LC elementary schools (ASSN EX 81), and the 6-benchmark increases generally exceeding 5% in the 5 settled CESA No. 12 districts (EX 77). Unfortunately, the settled districts statewide (19%) show these increases from 1991-92 to 1992-93 to be about 4.7% to 4.8% (ASSN EX 74). About one-sixth of the small (0-99 FTE) districts and one-quarter of the medium (100-299) districts statewide were settled for 1992-93. These also show salary schedule increases at the 6 benchmarks of around 4.75% and 4.63% respectively (ASSN EX 80), which suggests to the Arbitrator that the secondary comparables' settlements for 1992-93 favor the District's offer.

To conclude, the Association contends that the 2 year percentage change in salaries at the 6 benchmarks is close to 10% for whichever of the secondary comparables (state average, CESA No. 12, and smaller districts) of the Lumberjack Conference. The 1991-92 benchmark average increases in the LAC are generally 5% or more, while the only settled 1992-93 District shows 5.5% gains at the benchmarks. These higher percentage increases also generally translate into greater dollar increases than is proposed by the District, and are closer to the Association's offer.

Extra-curricular pay

The Association contends that the Phillips School District extra-curricular pay is below average and that arbitration is the only course available to it in order to improve these wages; it is a "permissive subject" of bargaining. The pay schedule represents "an inequity that too long has existed in the Phillips District" (Association Brief, p. 14), which has not been addressed because of District "stonewalling," and which needs an "arbitrator's push" to resolve. The

Association contends that experience-based extra-curricular pay is a "moving trend" in that three LAC districts have such a plan (but four do not). The Association shows that for six head coaching positions, the District pays close to last in the LAC for ten year coaching veterans (Association EX 126-131). The undersigned notes that the starting salaries are comparatively low as well, and that the two parties' offers for base adjustments alone will raise even ten year veterans one rank on average. The Association contends that while its extra-curricular pay proposal changes the status quo, these changes are dollarwise very reasonable considering the District's below average pay -- which will get even worse if adjusted by 4.75% when the rest of the LAC rates will rise by about 5%. The Association has demonstrated a need for a change in the status quo, and a reasonable method to rectify the problem without imposing an unreasonable burden on the District.

The Employer

The Employer mainly contends that several of the statutory criteria support its case for an arbitration award in its favor. The District argues that at the seven benchmarks, the Phillips School District salaries rank high in the LAC (which it argues is the only appropriate comparable) and are therefore competitive. It argues further that its salary and package percent increases are double those of the Consumer Price Index percent change (i.e., the inflation rate). While not arguing an inability to pay, the District contends that property tax rates are relatively high in comparison to the rest of the LAC and the state of Wisconsin. Internal comparables (other than local public workers) are allegedly not receiving pay increases as high as those offered by the District. The Association's proposal for experience-based extra-curricular pay changes the status quo without demonstrating a clear need, is a dubious remedy for correcting any alleged problems, and poses a real burden by forcing substantial increases -- over 100% for some extra-curricular pay assignments.

Salary

The District shows that the salary cost increase of 6.45% based on a 4.75% per cell increase substantially exceeds the 3.3% increase in the CPI over the first half of the 1991-92 school year. This "overprotection" from inflation has generally been the pattern for the past ten years. Moreover, it contends that the total package will increase by 7.12% (ER EX 23, no explanatory evidence), so that the District is more than generous. Its tax effort is high; the

combined city, county, and school tax levy for 1990 in Phillips ranks 18th among Wisconsin cities (ER EX 6), exceeded only by Ashland in the LAC.

The District's 4.75%/4.75% offers are generous compared to the 4.5%/3.5% base pay increases granted to City of Phillips employees (ER EX 7). Employees in three units in Price County (in which Phillips is located) will receive 5%/5%, and one unit will receive 4.5%/4.5% (ER EX 9). Considering the step increases costing about 2% more, the District's offer exceeds the internal comparables.

The undersigned is cognizant of the fact that a number of these city and county workers are likely to receive experience increments as well. Lastly, the Employer attempts to enter evidence in its reply brief that other school district employees will receive between 3.6% (bus drivers) and 6.2% (administrators and custodians).

The District contends, and has shown (ER EX 2), that at the seven benchmarks, the Phillips School District compares favorably in salaries to the LAC (see Table 5). It explains why Phillips' average salary is relatively low by noting that over 71% of its faculty are in the BA and BA + 8 lanes, while only one in eight holds a master's degree. It contends that the lack of additional credits/degree requirements in the district results in a disproportionately large percent of the faculty clustered on the lower-paying lanes.

The District addresses the criterion of overall compensation by contending that its total package cost will increase 7.12% and 7.14% in 1991-92 and 1992-93, respectively, under the District's offer (ER EX 23). As noted earlier, the District's salary-only costing for both offers, however done, is approximately equal to the Association's. The "package" costing is not documented; neither have the 1991-92 package increases (as noted in the Employer's brief, p. 51) been entered into evidence. These package increases allegedly are 5.6% at Ashland, 5.3% at Lakeland, 5.5% at Northland Pines, and 7% and 7.14% at Park Falls and Tomahawk, respectively (Employer's Brief, p. 5). The Employer goes on, again without having evidenced, to contend that the lone 1992-93 settlement (Tomahawk) will have a package cost of 6.83%, and that the Wisconsin Association of School Boards records an average package increase in 1992-93 of 6.7% per teacher in the 59 settled districts.

Extra-curricular Pay

The District has extensively shown (ER EX 11-22) that the extra-curricular pay structure has been basically in place since the inception of bargaining, with necessary adjustments made allegedly at the bargaining table. It also contends that a need to change the status quo as prescribed by the Association's proposal cannot be established because salaries for extra-curricular activities are inconsistent throughout the LAC, are based on individual circumstance, and because the District has "never had any difficulty in obtaining coaches or advisors because the pay was too low" (Employer Brief, p. 7). Furthermore, teachers have never been forced to continue these positions. The District appeals to the "sanctity of the status quo" and notes the concerns of numerous arbitrators in altering it without a very compelling reason or absent significant quid pro quo (pp. 8-10). Lastly, the District contends that the Association's attempt to right some alleged inequities will create or exacerbate others as it lists widely disparate salaries within the LAC for numerous "identical activities" (Employer's Brief, p. 10). The proposal will provide a 130% pay increase for the Choir Director but will increase the Orchestra Director only 30%, and will increase some coaches as little as 17%.

Discussion and Opinion

The Statute requires the arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are internal (e.), external (d.), and cost-of-living (g.) comparisons as well as interests of the public (c.) and overall compensation (h.). Each of these is discussed below, followed by a discussion on the issue of status quo change.

Salary

It would appear that the Employer's evidence on how its offer compares with Price County and City of Phillips employees is mixed; city employees will get less, and quite possibly the same could be said for the county employees depending on whether (or the degree to which) they receive experience increments. Even the PEA agrees that the Board's 4.75% offer will lift average teachers' salaries over 6.4% each year while Price County salary schedules will rise 4.5% for one unit and 5% for the other three. Other school district salary increases have not been placed into evidence, but are allegedly less than 6.4%.

Cost-of-living comparisons also seem to favor the District's offer, particularly since the lingering recession has kept inflation further in check beyond that evidenced in the record. Both of these comparisons are arguably subsumed (by the Association and many arbitrators) in the comparisons of external employees; in establishing salary schedules, the parties in the LAC undoubtedly considered cost-of-living and their respective internal comparables. Since Phillips is one of the last to settle for 1990-91, it could reasonably be argued that inflationary expectations were higher for other districts when they settled. But the undersigned wouldn't hazard a guess regarding the relative salary positions of teachers to other public employees in the LAC school districts in order to speculate one way or another about subsumption of these.

The interests and welfare of the public favors neither party's offer in the opinion of the arbitrator. The Association notes the importance of competitive pay, while the District finds selected data on tax burden. The Association finds data in its own, and the District's exhibits which at least question claims of undue hardship. The District also notes the reduction of the school levy prior to the arbitration hearing as an indicator of this hardship, but the PEA points out that a Board member proposed it at the public meeting after the Board recommended a higher one.

The undersigned recognizes the low average salary of the PSD teachers compared to other LAC teachers. At the same time, he finds that the benchmark salary levels proposed by the District compare favorably--especially in the lanes on which an overwhelming majority of PSD teachers are placed. The Association is jointly responsible with the District for any de-emphasis of reward for additional educational credits or degrees. The Association's offer for 1991-92 would retain Phillips' ranking in the LAC as 2nd at the BA-MIN, 3rd at the BA-7th, 2nd at the MA-MIN, 4th at the MA-10th, 5th at the MA-MAX, and would probably continue its last place ranking at the Schedule Maximum (depending on what the Medford School District settlement is). Its offer would reduce Phillips' rank from 1st to 2nd at the BA-MAX; the same applies to the District's offer, being between \$47 and \$92 less (at the BA-MIN and the SCH-MAX) for 1991-92.

The relative rankings under both parties' offers may change somewhat more significantly for 1992-93. The only LAC school settled at the close of record was the tomahawk School District; its 1992-93 salary at the MA-MIN is between the two offers. Tomahawk's schedule will rise 5.5% in 1992-93, suggesting that the District's offer is "low;" however, Tomahawk paid about \$1000 less than Phillips for BA teachers at various steps and \$526 less at the MA-MIN in 1990-91. Furthermore the Employer alleges, without evidence, that the Tomahawk district sought to "buy out" a first time employee health insurance payment. The arbitrator finds that the benchmark salary levels proposed by the District for 1991-92 compare favorably with the external comparables. The average percent and dollar increases for returning teachers in the primary comparables seem to compare more favorably with the Association's offer. Those increases are about 5%. The arbitrator is aware that many respected arbitrators opt to focus on the percent changes so as not to disturb relative positions through the arbitration process. While it is true that if Tomahawk were to be considered a special case and thus excluded, the average benchmark increase would be around 4.7% to 4.8%. The Association has provided un rebutted evidence in enlarging the comparable pool to show that Wisconsin schools--small, total, and CESA No. 12-- did average a little more than 5% increases at the benchmarks in 1991-92 over their 1990-91 schedules. In this regard (percent and dollar increases), the Association's 1991-92 offer is to be preferred.

On the question of the 1992-93 salary schedule increases, the undersigned is cognizant of the District's arguments regarding lower costs-of-living increases. He is particularly convinced by the Association's "secondary comparable" data, in light of the fact that there is only one (possibly questionable) settlement among the comparables and the arbitrator's

reluctance to accept the LC additions as comparables.³ The pattern of settlements for secondary comparables in Wisconsin (small, medium, and all school districts) in 1992-93 over 1991-92 at all benchmarks compared to the settlements for 1991-92 over 1990-91 is unmistakable. These increases tend to be about 1/2% less (ASSN EX 72-74 and 79-80). In the opinion of the undersigned, the District's 1992-93 offer is more acceptable given the lack of data for the LAC.

The arbitrator has found the Association's 1991-92 percent and dollar increase offer to be more acceptable based on criteria d. while the District's offer for 1992-93 is more acceptable. Over the two years, however, the Association's percent and dollar increase offer appears (ASSN EX 71-80) to be closer to the State averages (total, CESA no.12, and small/medium districts). The salary levels at the benchmarks appear to be above average, particularly as applied to a majority for the teachers, which tempers that conclusion somewhat.

Extra-curricular pay

The extra-curricular issue confronting the arbitrator is a difficult one; there likely are inequities in the current schedule, and there are certainly incredible variances in salaries in the LAC for what may be similar positions. Both parties attempt to correct some low pay for certain coaching positions, most of which are listed below in Table 6. The Association has proposed, however, that there be "experience increments" of \$50 per year for certain head coaches and \$25 per year for other coaches and activity advisors. Costing of the Association's proposal by the Employer is unsubstantiated and admittedly (in the hearing) underestimated while the Association appears to have no idea of its cost. The Association contends that its proposal on this issue is a matter of justice, and not to be priced so as to exchange for some other concession. On the face of it, the proposal seems to radically change the extra curricular pay "system" (of which there seems to be none internally or externally except at the head coaching levels). But application of the Association's proposal by the arbitrator shows very reasonable results in many cases; there are others where the results are anomalous.

The undersigned has sifted through the parties' evidence to construct Table 7. It shows a comparison of extra-curricular pay in the LAC for positions where most districts had a

³ Those schools are much smaller, have different populations, different incomes, aid and valuations. Moreover, the parties direct most of their argument and evidence to the LAC which has been the historical "comparable pool" and the one used in LAC arbitrations.

(hopefully) comparable position. Coaching salaries are ranked within the LAC.

Table 6
Comparison of Extra curricular Activities Proposals
(excluding proposed 4.75% (PSD) and 5% (PEA) increases)

<u>Position</u>	<u>District Offer</u>	<u>Association Offer</u>
Head: football	add \$ 200	add \$ 200 + \$ 50/yr.*
basketball	200	200 + 50/yr.
baseball	100	200 + 50/yr.
track	200	200 + 50/yr.
wrestling	0	+ 50/yr.
X-country	0	+ 50/yr.
volleyball	0	+ 50/yr/
golf	100	200 + 50/yr.
tennis	0	+ 50/yr.
cheerleading	50 (x 3)	100(x3)+ 25/yr
softball	0	200 + 50/yr.
all other coaches	0	+ 25/yr.
all other activities	0	+ 25/yr.

* to a maximum of 10 years

Scheduled salaries are indicated for all positions, and a beginning and 10 year veteran salary range is indicated for the 3 districts where "experience" is built into the schedule. Medford adds \$100 for 5-9 years and \$150 for 10 or more years. Ashland adds \$200 for 5-9 years and \$400 for 10 or more. Lakeland Union High School increases pay by the increases in the BA lane up to 10 years.

There appears to be some pattern, but considerable variation in coaching pay. Activity pay is notably random. The Association's proposal will add up to \$250 (10 years) to these and make PSD more comparable in some cases (band, National Honor Society, drama) but out of line in others (student council, newspaper?, perhaps forensics).

Under the Board's offer (some base adjustments, but no experience increments), Phillips would increase its rank for head football coach from last to 4th while the golf coach would go from last to 6th. Its ranking for head track and baseball coaches would stay the same. The PSD head basketball coach would rise from 6th to 3rd while the cheerleading coach would jump at least 1 rank, and may be several ranks depending on the experience levels of Medford, Ashland, LUHS, and whatever the coaches at Tomahawk and Northern Pines are paid.

Under the Union's offer, a 10-year veteran football coach at Phillips would rise from 7th to 4th rank, assuming that the 3 schools which have an "experience increment" also have 10-year veteran football coaches. Under the same assumptions about the volleyball coach, the rank would rise from 3rd to 1st, while the track coach would go from 4th to 3rd. The basketball coach would also jump 2 ranks to 4th. The baseball coach would slide into 2nd from 4th. The golf coach would be the big winner, going from last place to first, receiving an 84% increase.

The Association's offer is to be preferred in some specific applications, but in its total application it is not. Clearly there may be some additional inequities which the District is not proposing to rectify in this contract which the Association's offer would improve upon. But there are other applications which don't seem to make sense. There are a number of additional advisory and coaching positions not listed in Table 7, such as Middle School Student Council and Future Problem Solving advisors and Peeewe basketball coach, where the "experience increment" will be the main component of pay! The Association contends that the experience-based extra curricular pay is a growing trend in the LAC. Only three of the seven school apply it, and the Association's proposal departs substantially from one and generally provides for greater longevity than another of these.

The Association contends that it has demonstrated a need for its proposal. Based on LAC comparisons, the evidence is mixed. It further contends that the problem is a long-standing one and cannot be resolved through negotiations ("permissive"). The District vehemently denies this, alleging that the Association placed this proposal in its Final Offer "minutes before" they were to be submitted to the Investigator (District Brief, p. 11). Absent evidence to the contrary, the undersigned does not feel that the Association has proved that such a substantial change to the status quo regarding extra curricular pay is imperative, and that the Association's offer substantially improves the matter at reasonable costs. Previously the undersigned indicated that financially this issue may be the larger one. Since it is impossible for the arbitrator to determine how the PSD compares to other LAC schools, particularly the 3 with experience-based extra

Table 7.
Selected Extra-Curricular Pay for LAC Schools,
1990-1991

<u>Head Coaching Position</u>	Phillips	Rank	Tomahawk	Rank	Northland Pines	Rank	Park Falls	Rank	Medford	Rank	Aahland	Rank	LUHS	Rank
Football	\$2107	7	\$2309	4	\$2986	1	\$2185	5	\$2344 - 2594	3	\$2556 - 2949	2	\$2152 -3000	6
Volleyball	1640	3	1876	2	1637	4	1384	6	1883 - 2133	1	983 -1376	7	1399 -1983	5
Track	1640	4	2390	1	2366	2	1620	5	1906 -2156	3	1376 -1769	7	1506 -2136	6
Basket-ball	2225	6	2338	4	2986	1	2248	5	2373 -2623	3	2556 -2949	2	2152 -3000	7
Baseball	1680	4	2601	1	1637	6	1672	5	1906 -2156	3	1966 -2353	2	1614 -2289	7
Golf	833	7	1053	3	1004	4	1163	2	1176 -1426	1	983 -1376	5	860 -1220	6
Tennis	919	3							1659	1	983	2	768	4
Cross-country	1640	1	1409	3	1377	4	1163	5	1463	2	983	6	861	7
Wrestling	2225	2	2239	1			2069	4			1966	5	2152	3
Softball	1260	4	1307	3	1637	1	1620	2			1180	5	1180	6

Table 7 (continued)

<u>Activity Advisor</u>	Phillips	Tomahawk	Northland Pines	Park Falls	Medford	Ashland	LUHS
Academic Decathlon	\$ 473	\$ 352				\$ 393-786	\$ 861-1261
Natl. Honor Soc.	216	396	\$ 331			393-786	323-473
Intramurals	468	487				786-1180	
Forensics	820	683	453	\$ 842	\$ 641-791	1376-1769	1291-1691
Annual	1181	585	2002	1190		590-983	1291-1891
Newspaper	105/issue	467	366			1376-1769	1291-1891
Student Council	764	598	158			786-1180	646-946
Cheer-leading	(279x3) = 837			945	941-1091	786-1180	861-1260
Band Dir.	1458	1790	1913	767	521-671	1180-1575	1291-1891
Three Act Play	936	802	1183	674 (drama)	641-791	1376-1769 (drama)	861-1261

curricular pay, it is difficult to tell whether, and by how much, the PSD is below the comparables.

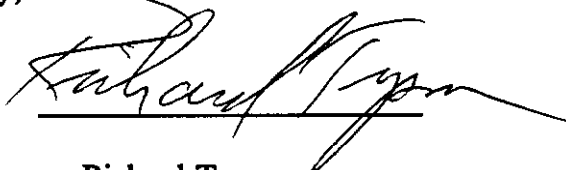
The Arbitrator is left to weigh the importance of each of these two issues. He finds that the Association's proposal for salary increases to be somewhat more reasonable. He finds that the Association's proposal to change the status quo regarding extra curricular pay fails to convince him that such a change needs to come through arbitration, and that its proposal will appropriately remedy problems it finds with the current (non-)system without undue burden. The arbitrator has taken to heart the Association's quotations of other arbitrators' dicta regarding the status quo and the unique role of interest arbitration--to extend negotiations by deciding "...what..the parties themselves, as reasonable men (should) have agreed to." In the opinion of the arbitrator, the Association's proposal as made would not meet that requirement. The arbitrator recognizes that any error he may make in favoring the District's salary offer can be subsequently "fixed"; but any error he may make in favoring the Association's offer on extra curricular pay may not.

Award

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.70 Wisc. Stats., it is the decision of the Undersigned that:

The final offer of the Phillips School District is to be incorporated into the 1991-92, 1992-93 Collective Bargaining Agreement with the Phillips Educational Association.

Dated this 25th day of May, 1992.

A handwritten signature in cursive script, appearing to read "Richard Tyson", written over a horizontal line.

Richard Tyson,
Arbitrator

OCTOBER 4, 1991

Final offer of the Board of Education of the School District of Phillips to the Phillips Education Association for a contract covering the 1991-1992 and 1992-1993 school years.

1. Two year agreement.
2. All language of previous agreement.
3. Salary schedule: For each of the two years, apply a 4.75 percent per cell increase.
4. Health, Dental, Term Life, and LTD insurance provisions as in previous agreement.
5. Employer payment of Employee's contribution to State Retirement Fund will be 6.1 percent from September 1, 1991, through December of 1991 and 6.2 percent beginning January 1, 1992.
6. APPENDIX C, EXTRA PAY PROVISIONS and for miscellaneous pay rate amounts (Article XIX) increase by 4.75 percent for each year of the contract.

For these Head coaching positions add 4.75 percent plus \$200 for 1991-1992: Football, Boys Basketball, Girls Basketball, Girls Track, Boys Track.

Other specific position increases for 1991-1992:

Golf, 4.75 percent plus \$100

Baseball, 4.75 percent plus \$100

JV Softball at \$650

Assistant Football, 4.75 percent plus \$200

Cheerleading, Add \$50 to current rate

Pom Pons PMS}

Pom Pons PHS} Go to flat \$200 per position

PHILLIPS BOARD PROPOSAL 1992-93 (4.75%)

STEP	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+12	MA+24
1.0	23187	23730	24272	24813	25356	25899	26713	27527
2.0	23733	24274	24815	25358	25898	26460	27275	28087
3.0	24576	25117	25657	26201	26743	27415	28229	29040
4.0	25415	25960	26500	27040	27583	28369	29182	29996
5.0	26260	26802	27344	27883	28428	29324	30139	30949
6.0	27100	27641	28184	28726	29267	30281	31094	31907
7.0	27944	28484	29028	29568	30109	31233	32047	32859
8.0	28786	29328	29871	30412	30950	32189	33003	33816
9.0	29629	30168	30710	31252	31793	33145	33959	34770
10.0	30468	31010	31551	32093	32635	34098	34911	35725
11.0	31310	31851	32393	32934	33477	35054	35867	36680
12.0	32154	32696	33237	33779	34321	36007	36820	37631
13.0	32995	33537	34079	34621	35161	36962	37774	38588
14.0	33835	34378	34919	35461	36003	37917	38731	39543
15.0	34677	35220	35761	36301	36845	38872	39683	40497

PHILLIPS BOARD PROPOSAL 1991-92 (4.75%)

STEP	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+12	MA+24
1.0	22136	22654	23171	23688	24206	24725	25502	26279
2.0	22657	23173	23690	24208	24724	25260	26038	26813
3.0	23462	23978	24494	25013	25530	26172	26949	27723
4.0	24263	24783	25298	25814	26332	27083	27859	28636
5.0	25069	25587	26104	26619	27139	27994	28772	29546
6.0	25871	26388	26906	27423	27940	28908	29684	30460
7.0	26677	27192	27712	28227	28744	29817	30594	31369
8.0	27481	27998	28516	29033	29547	30729	31506	32283
9.0	28285	28800	29317	29835	30351	31642	32419	33193
10.0	29086	29604	30120	30638	31155	32552	33328	34105
11.0	29890	30407	30924	31441	31959	33464	34241	35017
12.0	30696	31213	31730	32247	32765	34374	35150	35925
13.0	31499	32016	32534	33051	33567	35286	36061	36838
14.0	32301	32819	33336	33853	34370	36198	36975	37750
15.0	33105	33623	34139	34655	35174	37109	37884	38661