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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration of the
Dispute Between the
RIVERDALE SCHOOL DISTRICT
and the
RIVERDALE EDUCATION ASSOCIATION

WERC Case 24
No. 47218 INT/ARB 6421
Decision No. 27306

Appearances:

Mr. Barry Forbes, Staff Counsel, Wisconsin Association of School Boards, Inc. Madison, WI. for the Employer.

Mr. H. Leroy Roberts, Executive Director, South West Education Association, Platteville, WI. for the Association.

Sworn Testimony was received from:

Mr. Gordon Palmer, Muscoda, WI.

Those speaking at the public hearing include:

- | | | |
|-------------------|------------------|----------------------|
| Mr. Merle Victora | Ms. Ruth Hatch | Ms. Julia Chitwood |
| Mr. John Weigel | Mr. Randy Jasper | Mr. Harold Primiller |
| Mr. Bill Chitwood | Mr. Howard Jones | Ms. Diane McGuire |
| Mr. Tom Yeager | Ms. Mary Pecham | Mr. Gerald Goplin |
| Ms. Tammy Dowling | Mr. Paul Kinney | |

Background

On February 5, 1992, representatives of the Riverdale School District (hereinafter referred to as the "District," the "Board," or the "Employer") and the Riverdale Education Association (hereinafter referred to as the "Association" or the "Employees") exchanged proposals on calendar and economic issues to be included in their agreement for the remaining two years (1992-93 and 1993-94) of their three year agreement. The Union represents certain regular full-time and regular part-time professional employees of the District (generally teachers

and librarians). The Parties met on two other occasions and failed to reach an agreement. On March 18, 1992 the Union 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 Stuart Levitan, a member of the Commission's staff conducted an investigation on June 16, 1992, and then advised the Commission that an impasse existed. The parties submitted final offers to the Commission by January 17, 1992. On June 24, 1992 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and appointed on July 21, 1992. He conducted a public hearing on the matter on October 28, 1992 in Muscoda, Wisconsin.

Concerns for the economic vitality of the community were expressed during the public hearing. It was indicated that there are a large number of people living in poverty in the area. Agriculture prices are low and many farmers have to go without health insurance. There are also a number of vacant commercial buildings in the community of Muscoda. Some felt that given these conditions, the Board's offer was sufficient and even generous. It was reported that the county and REA employees will be receiving even smaller increases. Others expressed support for the teachers and their efforts, indicating that they are constructive, taxpaying members of the community who work tirelessly with numerous problems in the school (drugs, etc.) and deserve to be paid competitively. The District's costs per student are low by comparison, and its burden as a percent of the total levy has declined even as the District has increased its surplus substantially.

Following the public hearing, efforts were made to mediate the dispute. These were unsuccessful, so an arbitration hearing on the dispute followed and concluded on October 29. 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 contract dispute involves differences in offers for the second and third year of a 3-year contract which reopens calendar and economic issues. Differences between the parties on calendar involve the Board's proposal to convert one non-contact day to a contact day (for a total of 179 contact days out of a 190 day year) and to have the first three snow days made up during Spring Break rather than at the end of the academic year as proposed by the Association. The economic issues are of greater importance according to both parties. The major difference is

that of salary. The Board calculates these as indicated in Table 1:

		1992-93		1993-94	
		\$ per ret. teacher	% increase	\$ per ret. teacher	% increase
SALARY	Board Offer	1601	5.06	1963	5.90
	Assn. Offer	2097	6.62	2096	6.21
PACKAGE	Board Offer	2768	6.14	3223	6.74
	Assn. Offer	3418	7.58	3411	7.03

Cost Costing of the proposals by the Employer is in Table 2.

	1991-92	1992-93		1993-94	
	Actual	ER Offer ¹	Assn. Offer ²	ER Offer ¹	Assn. Offer ²
Wages	\$2,143,127	\$2,251,470	\$2,284,999	\$2,384,281	\$2,426,863
% increase		5.06	6.62	5.9	6.21
Total Cost	\$3,052,647	\$3,239,913	\$3,283,944	\$3,458,172	\$3,514,768
difference in total cost			\$ 44,031		\$ 56,596
% increase		6.14	7.58	6.74	7.03

¹ Employer Exhibit 92

² Employer Exhibit 93

Additionally, there is a disagreement about increases in the amount paid for certain summer assignments. The Board offer increases some by 10-20% while the Association proposes increases 20-60% on the argument that no adjustments have been made for 10 years. Lastly, there is a disagreement on the comparables to be used in this arbitration; the Association proposes to include the CESA #3 with the Southwest Athletic Conference (of which Riverdale is a member) as the appropriate comparable while the Board does not include CESA #3.

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 employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees 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 employees, 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 has made argument and provided evidence that its offer is the one to be preferred. It argues that its offer maintains the Riverdale School District's relative salary position within the listed comparables, namely, the Southwest Athletic Conference and the CESA #3. Riverdale salaries will remain high on the BA lanes which has been a mutually agreeable goal of the parties for some time; the District's schedule has always encouraged teachers to improve their educational preparation. Benchmark comparisons show that its offer will basically maintain its ranking among the comparables while the Board's offer will reduce rankings at 6 of the 7 benchmarks (by 3 ranks in one case, 2 ranks in 3 cases, and by 1 rank in 2 cases). Its offer of dollars per returning teacher for 1993-93 of nearly \$2100 is within \$32 of the average while the Employer's offer of \$1603 is so far out of the ballpark that it is \$336 under the lowest settlement--and all but one of the other 12 settlements are in. The Association's 1993-94 offer is \$27 under average (the employer calculates \$31) while the Board's offer is \$164 under. Moreover, the percentage increases in salary offered by the parties show that the Association's offer is to be preferred:

	<u>Percent Increase in Salary</u>	
	<u>1992-93</u>	<u>1993-94</u>
Comparables'		
average	6.80%	6.46%
Union offer	6.62	6.21
<u>Board's offer</u>	5.06	5.88

Source: Association Brief, p. 11.

The Association's offer maintains wages with the comparables whether one compares dollar or percentage increases or salary benchmarks. Additionally, the Union's offer includes salary

increases for several summer assignments which admittedly exceed the Employer's offer. These are:

<u>Summer assignment</u>	<u>Association offer</u>	<u>Employer offer</u>
Sr. Music	\$1800	\$ 1350
Jr. & Elem Music	\$1200	\$ 900
Library (Sr.)	\$ 600	\$ 450
Library (Jr. & Elem)	\$ 300	\$ 225
Driver Ed.	\$ 12/hr	\$ 11/hr
Home Ec.	n/c	\$ 225
Industrial Arts	n/c	\$ 225

The Association contends that it arrived at its offer by providing summer teachers with 1/3 (Jr. High) to 1/2 (Sr. High) the per diem pay for the lowest paid (BA 1) Riverdale Teacher. Regarding these differences, the Association contends that there have been no adjustments in these positions for ten years. The Employer has made no attempt to rebut this contention. The increases proposed for Home Economics and Industrial Arts is moot since the District has not had summer programs in these areas recently and there is none scheduled. Finally, the Association shows (in Exhibits 35-41) that its offer still places Riverdale considerably under the comparables when calculated on a per diem basis. The Senior High Music pay is only \$ 60/day under the Association's offer while it would be \$ 45/day under the Employer's. The rest of the SWAL schools pay around \$ 100-160/day. The Junior High Music pay is only \$ 40/day (Association offer vs \$30 under the Board's offer) while the rest of the SWAL is again in the \$ 100-160 range. The Library positions would pay \$ 60/day (\$ 45 under the Board's offer); again, the rest of the conference pays \$ 100-160/day. The Arbitrator has noted the Association's lack of reference to the Driver's Ed. program whereby the Employer's offer is closer to the Driver's Ed. hourly pay in four of the seven schools reported by the Association.

The Association further argues that its proposal to return to the practice of making up snow days at the end of the academic year is educationally sound, returns to the status quo, and is overwhelmingly supported by the comparables. It argues (but does not document) that numerous problems arose during the past trial year of making up the snow days during the Spring Break such as significant student absences, "latch key" child problems, missed teacher workshops, and the necessity of both teachers and parents to book (presumably non-refundable) travel arrangements in advance.

The Association contends that analysis of its offer and the Employer's offer in comparison to SWAL averages favors its offer on all counts. The Board's offer will significantly reduce Riverdale's benchmark rankings while its own will leave these generally undisturbed. Citing Arbitrators Krinsky and Nielsen, it argues that bargained relative positions should not be changed through the arbitration process.¹ The Association points to the vast discrepancy between the Board's offer on average dollars and average percentage increases. The former comparison is used by arbitrators instead of average salary levels because those levels depend not only on the salary schedule, but also on the education and experience of the faculty.²

"The dollar increase per returning teacher is a direct comparison to the increase of similar professionals in comparable schools with similar economic conditions..."³ Additionally, the percentage increases comparison in the offers obviously favors the Association's offer. The effort by the Employer to place Riverdale teachers on the other schools' schedules is manipulative and inaccurate. The Association makes the argument to the Arbitrator that the lanes and steps of the schools (except in the case of the "standard benchmarks") are not the same, the treatment of longevity differs, and the types of credits qualifying for the lanes differ; since there is no documentation of how the Employer placed Riverdale teachers, there is no way to test the veracity of the Employer's comparisons.

The Association rebuts a number of other assertions of the Board. The notion that the Board's proposed calendar change does not require a quid pro quo because the other schools have more contact days is somewhat inaccurate since "many" other schools don't make up snow days. The notion that there is no shortage of teachers because the District has many applicants per vacancy is also misleading since the applicants may or may not be qualified. The Employer's argument regarding the CPI and the economic duress in reference to the "interests and welfare of the public" should be viewed in light of the settlement pattern; CPI changes, drought, poverty and unemployment, differences between teacher salaries and other employees (both private and public), the mill rate, etc. are factors considered in the other, comparable districts where bargains were struck which were more comparable to the Association's offer. The Association

¹Cassville School District, MED/ARB-3512, 5/86 and Dodgeville School District, Dec. No. 26171-A, 4/90, respectively.

²Nielsen, Cashton School District, Dec. No. 25863-B, 8/89.

³Union Reply Brief, p.9.

cites numerous arbitrators' dicta on this subsumption issue.⁴

Turning to other aspects of the Board's offer, the Association feels that the Board's proposal to convert one in-service day to a student contact day cannot be supported based on need, provides no quid pro quo, and comes on the heels of a calendar day increase to accommodate a perceived need for additional in-service. Finally, the other status quo change proposed by the Employer-- of adding a step to each of the BA lanes-- contravenes the negotiated policy of encouraging increased educational preparation as well as the accepted practice that such fundamental changes in the salary structure be bargained. There is no need or benefit to the proposed change since teachers will become more experienced whether or not they are paid for an additional step. Moreover, the Association contends, and the Employer admitted in the arbitration hearing, the "extra step" appeared on a rejected or withdrawn offer, was never discussed on the merits, and was accidentally included in the Board's offer and should now be rejected by the Arbitrator.

The Association requests that the Undersigned consider the CESA #3 employer among the list of comparables in his deliberation because the data is there, the CESA #3 teachers teach in Riverdale and the other districts in the SWAL, have similar training, and use the SWAL (including Riverdale) in bargaining. The Association further requests that the Arbitrator primarily consider comparisons between Riverdale teachers and those in the other SWAL schools; other employee comparisons are not really relevant, and economic conditions in the District are not unlike those of other SWAL districts. Finally, the District has substantially built up budgetary surpluses (162% during the past three years), has decreased its mill rate, and is one of the lowest cost-per-member districts in the Conference.

The Employer

The Employer contends that the District's teachers already are the highest paid teachers among the comparables and will continue to be so even under its offer. The Arbitrator is urged to consider salary levels rather than increases as the more germane comparison, and if he does

⁴Miller, Manitowoc County HCEB, MED/ARB-3999-A, 3/87, Kerkman, Elkhart Lake-Glenbeulah School District, Dec. No. 25005-A, 5/88, Fleischli, Manitowoc School District, Dec. No. 22915-A, 4/86, Imes, Oconto Falls, Dec. No. 25638, 2/89, Miller, Mosinee School District, Int/Arb-4448, 5/88, Nielsen, op. cit., Slavney, Deerfield School District, Dec. No. 25519-A, 10/89, and Petrie, Hustisford School District, Int/Arb-5602, 1/91.

so, the statutory criteria will support the Employer's case for an arbitration award in its favor. Additionally, the Board's offer of summer duty pay increases of 10-20% far exceed cost of living increases and are to be preferred over the outrageous increases proposed by the Association. Finally, the conversion of one in-service day to a student contact day is supported by the comparables and is consistent with calls by proponents of educational improvement in Wisconsin and throughout the United States for increasing the length of the school year. In making its argument, the Employer requests that the Arbitrator not include the CESA #3; it has not been used by the parties in the past, was not included in Arbitrator Michelstetter's award, and employs teachers under conditions which are significantly different from Riverdale teachers and the other proposed comparables.

The Employer contends that Riverdale teachers are paid higher average salaries and that their average benchmark salary is \$215 above the comparables' average. Where the Employer's schedule is weakest (the last step of the BA lanes), is precisely the area which the Employer proposes to fix with an additional step. Moreover, the benchmark comparison which is most out of line (the BA Max) only applies to a few "grandfathered" teachers since the State now requires additional education credits to maintain certification. Riverdale's benchmark rankings will not change much under the Board's offer and salaries at those benchmarks will continue to be above the average of the comparables in most cases. Its offer will provide benchmark rankings and salaries closer to average -- especially in 1993-94, and especially if the BA Max is excluded -- than will the Association's offer. While the Association may complain about "wage erosion" (viz the comparables), the Employer contends that such a course is inevitable for employers which pay above average.⁵ The Arbitrator is advised to ignore the Association's contention that the percentage change in salaries favors its offer since the percentage change is from a higher base. While the Employer's offer includes wage increases which may be smaller than the comparables' average, the levels of pay at Riverdale will continue to be more than SWAL averages -- and "(t)he teachers are paid salaries, not salary increases."⁶

In anticipation of the Association's contention that the Riverdale teachers earn higher average salaries because of their higher education preparation, the Employer applied the SWAL

⁵Employer Brief, p. 29. Arbitrator Vernon's DePere School District, Decision No. 19728-A (12/12/82) is noted wherein he suggests that wage escalation will result from employees' demands to "catch up" with other employees who demand to "keep ahead."

⁶Employer Brief, p. 30.

salary schedules to Riverdale teachers. It contends that the results show that Riverdale teachers would still be slightly above average with its offer and third (of ten) under the Association's offer for 1992-93. For 1993-94, its offer would place Riverdale \$274 under average, but the Association's offer would result in average salaries \$339 above.

The Employer objects to the Association's benchmark analysis in at least three respects. First, the Association includes the two offers plus the SWAL average in the rankings to magnify any reductions in ranking under the Board's offer. Secondly, the Association drags out the 1988-92 benchmark history when the current, voluntary rankings are all that is relevant for this arbitration. Finally, it considers the CESA #3 to be non-comparable.

A number of additional arguments are made by the Employer to show that the Association's proposals for summer and academic year salary increases are unreasonable. The Association's calculations of per diem rates for the summer work are flawed to the degree that some summer work may not involve five eight-hour days; therefore (!) the cost-of-living increases should guide the Arbitrator to conclude that the Board's offer is more reasonable. The District's unionized non-professional employees will receive increases of only 2 to 2 1/2%. Muscoda municipal employees received a 4% raise in 1992. Nationwide, collective bargaining agreements have been coming in at 2.8%.⁷ Changes in the Northcentral Non-urban Areas Consumer Price Index (CPI-W) show a modest inflation rate of 2.9% for the 1992-93 year. Since the index includes the fast-rising medical care component, the Board's 6.14% total package increase offer compares very favorably by Criteria (g).⁸ There is also no need for "catch up" since over the decade teachers would have had real increases in their pay at all benchmarks.

Other aspects of the Employer's offer are also more reasonable and are to be preferred. The proposal to add a step on the BA lanes is reasonable, supported by the comparables, and will benefit many unit employees. The Employer notes that 43 of 67 teachers are on the BA lanes and will benefit under the Board's proposal. The "weakness" of the current schedule is in these BA lanes, most notably at the last steps; a step increment in pay will move the District closer to the SWAL averages. The Association's contention that this is a status quo change for

⁷Employer Exhibit 37. Other figures, some higher, were reported depending on the time period. The point remains, however, that the Board's offer is closer.

⁸Employer Brief pp. 45-48.

which no quid pro quo is offered is without merit since the Employer is not asking for a concession.

The Board's proposed conversion of a non-contact day to a contact day is reasonable and supportable. Riverdale stands alone with only 178 student contact days. One school schedules 179 as proposed by the Employer, while the rest schedule 180 days (or more). The proposal does not ask for another day of work without additional compensation. It only calls for a change in the nature of that work. And even if it could be construed as a real status quo change, the Employer cites Arbitrators Yaffe and Vernon to argue that a quid pro quo isn't needed when there is a compelling need and overwhelmingly support for such change.⁹ Such is the case herein. On the issue of the snow days, the Board has an interest in ending the school year to allow for summer work; moreover, if the Board prevails on the 179 day issue, there will be less need to invoke a snow day make up under State requirements. It rejects the Association's contention that the current provision for snow days during the spring Break is a "trial," and is not sympathetic toward the argument that it makes airline ticket purchases difficult.

A major contention of the Employer is that in addition to the above arguments in favor of its offer, the interests and welfare of the public (taxpayers) in the District mandate selection of its offer.

"..put the evidence together. Riverdale taxpayers have lower income levels than any comparable school district. Riverdale taxpayers have higher poverty and unemployment rates than most comparable districts. Most Riverdale taxpayers are farmers, who face agriculture production costs exceeding the return on that investment."¹⁰

The Employer recognizes the public's interest in securing competent staff. However, it should not be required to pay above-average salaries with below average income levels. There is low turnover -- only three leaving per year on average -- and an abundance (15) of applicants for each vacancy. The Employer is making an offer which provides for an average total compensation within \$225/teacher (vs. \$611 for the Association) despite the considerable economic stress which is noted in Employer Exhibits 67-69. Riverdale's average Wisconsin

⁹Genoa City Jt. #2 School District, Decision No. 27142-A, 9/9/92 and City of Green Bay (Department of Public Works) Decision no. 26948-A, 4/21/92.

¹⁰Employer Exhibit p. 62.

Income level is the lowest, or nearly so, in the SWAL and is one of the lowest in the State.¹¹ Its poverty and unemployment rates are above average in the comparables. It has a significant agricultural dependency, being one of the state's most heavily agriculture-dependent areas in the state according to a UW study.¹² The 1988 drought caused severe economic stress from which area farmers have not recovered. While 1989 and 1990 were good years, agriculture prices were substantially lower in 1991. On top of all this, Richland, Grant, and Iowa Counties (in which the Riverdale School District is located) are stuck with a portion of the \$ 8 million debt incurred in the building of a non-functional incinerator project which will further add to municipal and county property taxes. Thus, under criteria (c), the Board's offer is to be preferred.

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.), private sector employees (f.), and cost-of-living (g.) comparisons as well as interests of the public (c.), other factors (j), and overall compensation (h.). Each of these is considered below as the outstanding issues of this dispute are discussed. First, the Arbitrator is compelled to comment on the question of "comparability" separately, as outlined above. The other issues of salaries, the additional contact day, snow days, and summer schedule pay are subsequently discussed.

Comparables

The parties are in agreement that the Southwest Athletic Conference constitutes an appropriate set of comparables, but disagree on the inclusion of the CESA #3 as a comparable. The Association contends that CESA #3 teachers are also certified, teach students in the SWAL schools, that arbitrators use the schools in which CESA teachers teach in order to construct comparables for CESA schools, and that the data is available. It cites the Undersigned's prior acceptance of similarity of responsibility, services provided, and training/educational

¹¹ Employer Exhibit 82

¹² Employer Exhibits 44-46

requirements as a crucial guide to determining comparability.¹³ The Employer vehemently disagrees with the Association's assertion of comparability since CESA #3 hires only 16 full time teachers; its mission is entirely different, serving various institutions on a contractual basis; teachers' hours vary; they have itinerant employment; and have longer school year schedules.

The Arbitrator is inclined to agree with the Employer that the Association has not been able to demonstrate that CESA #3 is a comparable. Evidence may be forthcoming at some later date to demonstrate that it is. The Undersigned is also reluctant to use CESA #3 for other reasons. Seemingly, CESA #3 serves a different clientele. Additionally, the Association has argued that the CESAs use the districts which they serve as comparables for purposes of determining wages and other conditions; this would suggest to the arbitrator some redundancy since for the purpose of the arbitration -- particularly for the 1992-93 year -- virtually all of the comparable data (a dozen districts) is "in." There is no reason to count it again by inclusion of the CESA. Clearly in the case of a CESA, there is a need to look for comparables in the geographic vicinity, undoubtedly with an eye on other CESAs and their relation to the schools they serve. Perhaps if the CESA(s) was (were) settled and a large number of school districts were not, that information would be useful. But that is not the case in this matter.

Additional Contact Day

The Employer proposes to increase the student contact days from 178 to 179 which would bring Riverdale more in line with other SWAL schools. The Association counters that "many" other districts don't make up snow days so the comparison is inaccurate. The Association's evidence (AX 42a-c) is scanty at best, and essentially supportive of the Board's offer under criteria (d.). Employer Exhibit 39 shows that the pattern of student contact days among the comparables favors the Board's offer under (d.) since indeed 11 of 14 schools have 180 student contact days, one has 179, and another one has 182. The Union's contention that "many" schools do not make up some snow days is not well supported in AX 42C. The Association also contends under (j.) that it has been offered no quid pro quo as evidenced by the Board's low salary offer. The Undersigned agrees with Arbitrators Yaffe and Vernon that in the face of such overwhelming support by the comparables and intrinsic merit, a quid pro quo

¹³Sheboygan Area School District, Dec. No. 27145-A, 10/92.

may not be necessary.¹⁴ Moreover he is cognizant of the calls by many respected educators such as State Superintendent Grover that a move in this direction can reasonably be considered in the public's interest.¹⁵

Snow Days

The Association requests a return to the status quo by placing snow days at the end of the calendar, and has shown that this had been the practice prior to the last contract.¹⁶ In addition, the Association has shown to the satisfaction of the Arbitrator that such placement is supported by the comparables (AX42C). Moreover it has argued that it is in the interest of education to be able to predict and effectively carry out make-up by doing so at the end of the year. The Employer's evidence and argument on this matter is limited.¹⁷

The Arbitrator is of the opinion that the Association's offer on the placement of the snow days is to be preferred for several reasons. First, the pattern of the comparables suggests it is more reasonable under criteria (d.). Second, the experience with the winter of 1993 shows that winter weather may not necessarily end by Spring Break; one can be more certain by May. Third, the Association's argument that teachers, students, and their parents have a need to be able to count on Spring Break is one that the Undersigned is sympathetic to on both financial and pedagogical grounds. Presumably, nothing comes without costs. Snow days made up in June will possibly cause some hardship in cases where rural students are prevented from working in the fields, but neither argument nor evidence has been submitted for consideration in this regard by the Employer.

Summer Pay Schedule

The Employer has argued that its offer increases summer schedule earnings in excess of the cost-of-living (g.) and therefore it is to be preferred. Moreover the Association's calculation

¹⁴Genoa City Jt. #2 School District, Dec. NO. 27143-A, 9/9/92 and City of Green Bay (Dept. of Public Works), Dec. No. 26948-A, 4/21/92 respectively.

¹⁵Board Exhibit 42.

¹⁶Association Exhibit 42A.

¹⁷Board Reply Brief p. 5.

of per diem rates for comparison with the SWAL (d.) is flawed and is to be disregarded. The Undersigned disagrees. The Association has made a reasonable case for comparative purposes in Exhibits 35-41. It has argued that it bases these calculations on the Master Contract definition of teaching hours in order to arrive at these per diem rates. The Board contends that in the cases of the Senior and Junior High School music teachers, the work week is four and three days, respectively. Supposing this to be the case, recalculation of the Association's offer would show that Riverdale would be paying the Senior High Music teacher around 60%, not 50% of the prevailing rate among the comparables. Similar conclusions apply to the Junior High Music teacher. It is certainly possible that if Riverdale summer music is only four or three days, such may be the case with the comparables, which would make the Association's case even more supportable.

Comparisons of the other positions also show that the Association's offer is more reasonable and to be preferred, with the exception of the Driver's Education teacher(s). Here, three schools support the Association offer while four schools support the Board's offer under (d.). Finally, the summer Home Economics and Industrial Arts "per diem" rates, while moot in this case, further show that the Board's offer is substantially lower than pay at the one or two other schools with these summer programs.¹⁸

Salaries

The parties have directed the Arbitrator's attention to SWAL data for comparison with their respective 1992-93 and 1993-94 offers. Both have compared dollars per returning teacher and percentage increases on average salaries. Both have also devoted considerable attention to comparisons of benchmark salaries, the Association focussing on the relative position of Riverdale under its own and the Employer's offer, while the Employer has particularly drawn the Arbitrator's attention to Riverdale salaries compared to SWAL averages. These are considered below.

The Arbitrator has noted some discrepancies in the parties' reported dollars per returning teacher and percentage increase data for both years and has constructed the following table based on re-examination of both parties' exhibits (primarily BX95A and 95B and AX29-30 and their back-up data) as noted below.

¹⁸Association Exhibits 40, 41

Table 3.
Southwest Athletic League Salary Settlements, 1992-93 and 1993-94,
Cast Forward Dollars and Percents¹

District	1992-93		1993-94	
	% Increase	Dollars	% Increase	Dollars
Boscobel ²	7.11 %	\$ 2215	NS	NS
CESA #3 ³				
Cuba City	6.65	2000	6.53 %	\$ 2094
Darlington	6.46	2001	NS	NS
Dodgeville	8.40	2528	NS	NS
Fennimore ⁴	6.48	2009	6.8	2260
Iowa-Grant ⁵	6.0	1939 (1860)	NS	NS
Mineral Point ⁶	6.4 (6.04)	2002 (1972)	5.9 (6.3)	2076 (2045)
Platteville ⁷	6.9	2153	7.0 (6.2)	2080
Southwest WI	6.5	2000	NS	NS
Average	6.77(6.73)	2100 (2087)	6.55(6.46)	2128 (2120)
Board	5.06	1603	5.88	1958
Association	6.62	2100	6.21	2100

- ¹ BX95A,B and AX29-30 and submitted backup data.
- ² The Board calculates 5.8% and \$1805 from WASB data which aggregates the salary costs. The Association has provided the schedule and scattergram and the resulting cast-forward costing in its rebuttal exhibits submitted November 6, 1992 (not numbered).
- ³ Excluded by the Arbitrator.
- ⁴ BX95A and B show lower amounts which the Association contends are inconsistent with the included figures in the Board's source data (BX27) and that the above is accurate.
- ⁵ The Association lists \$1939 which is also included in BX28 (source data) in referring to average teacher salary increases at Iowa-Grant. Both are included.
- ⁶ BX94 shows a 6.3% increase in total salaries in 1992-93 and 6.2% for 1993-94, but includes 6.4% and 6.3% in BX95 A,B. The AX30,31 shows the larger amounts. Both lack source exhibits.
- ⁷ BX98A,B show differing percents, but not dollars. The percent is from the Association rebuttal exhibit.

It is evident in comparing the percentage increases for 1992-93 that the Board's offer is some distance below the other SWAL settlements, even considering the data differences. While the Association's dollar per returning teacher offer is equal to the average, it is somewhat above the median. What makes it preferable is the distance between the Board's offer and even the lowest SWAL settlement.

The 1993-94 offers of the Board and Association are much closer. All of the settled districts are closer to the Association's offer by both measures, although the Board's offer is not too far below the average of the other lowest settlement. During the past few years, Riverdale has received somewhat smaller increases than the SWAL average, which would continue under the Association's proposal.¹⁹

Benchmark rankings are compared by both parties; the Board contends that Riverdale is generally ranked above average or at the top, even under its offer, while the Association contends that the rankings are pretty much undisturbed by its offer, but significantly lowered with the Board's offer. Riverdale has historically been ranked in the upper half of the SWAL with the exception of the BA MAX benchmark as seen in Table 4.

Table 4.
Riverdale Benchmark Rankings

<u>Benchmark</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92¹</u>
BA BASE	5	4	6
BA 7TH	3	4	4 (3)
BA MAX	11	12	12 (14)
MA BASE	1	1	1 (2)
MA 10TH	1	1	1
MA MAX	5	5	6 (8)
SCH MAX	3	3	4 (6)

¹ The parties disagree on the treatment of the unsettled districts and CESA#3.

¹⁹ Association Exhibits 29-30.

The Arbitrator has recalculated the parties' benchmark rankings and the Board's averages, adding Fennimore to the Association's data and Mineral Point to the Board's 1993-94 data. The CESA #3 is deleted. Additionally, the Board correctly asserts that the Association includes "Group Average" and the other party's offer in the rankings to exaggerate changes in rankings under the respective offers. These were also deleted in the considerations which follow. The Employer also emphasizes the comparison of Riverdale salaries to the SWAL average. These have been recalculated from AX 13-27 and BX 14-18 in order to determine the relationship between Riverdale and the comparables' salaries at the benchmarks in 1992-93 and then in 1993-94. Table 5 compares Riverdale benchmark salaries in 1991-92 and 1992-93 among those settled in 1992-93, a comparison made by both parties.

Table 5.
Comparison of Riverdale Rankings with SWAL Schools Settled for 1992-93
(10 + Riverdale) (CESA, Average, Board or Association excluded)¹

Benchmark		1991-92		1992-93		Change from 91-92	
		Rank	± Ave.\$	Rank	± Ave.\$	A	B
BA Base	A	5	+ 86	6	+ 45	- 41	
	B			8	- 289		- 376
BA 7	A	3	+ 462	2	+ 520	+ 58	
	B			4.5	+ 106		- 356
BA Max	A	11	-2168	11	-2213	+ 45	
	B			11	-2631		- 463
MA Min	A	1	+1186	1	+1194	+ 8	
	B			2	+ 816		- 370
MA 10	A	1	+1795	1	+1955	+ 160	
	B			3	+1442		- 353
MA Max	A	5	+ 50	5	+ 167	+ 117	
	B			8	- 376		- 426
Sch Max	A	4	+ 787	3	+1022	+ 235	
	B			5	+ 426		- 361

¹ AX 13-19, BX 14-16.

The conventional comparison of benchmark rankings changes favors the Association's offer as seen in Table 5. Under the Association's offer, benchmark rankings will improve at two (2) benchmarks and be reduced in one (1), although the dollar differences indicate modest change. Under the Board's offer, Riverdale salaries will deteriorate at six of the seven benchmarks by an average of about two rankings. Typically the relative dollar position declines by \$ 386 at each benchmark under the Board's offer, and rises about \$ 82 under the Association's offer. Acceptance of the Employer's offer would make the "average" benchmark "average," but would fundamentally change the historically bargained relationship of Riverdale salaries in the SWAL.

Table 6.

Comparison of Riverdale Rankings with SWAL Schools Settled for 1993-94 (5 + Riverdale)
(CESA #3, Average, Board or Association offer excluded)¹

<u>Benchmark</u>		1991-92		1992-93	1993-94	
		Rank	± Ave. \$	Rank	Rank	± Ave. \$
BA Base	A	2	+ 214	2	3	+ 229
	B			3	4	- 471
BA 7	A	2	+ 494	1	1	+ 844
	B			3.5	4	+ 24
BA Max	A	6	-2626	6	6	-2551
	B			6	6	-2516
MA Min	A	1	+1233	1	1	+1435
	B			1	2	+ 644
MA 10	A	1	+1416	1	1	+1781
	B			2	2	+ 704
MA Max	A	4	- 253	4	3	- 21
	B			5	5	- 1197
Sch Max	A	3	+ 364	2	3	+ 787
	B			3	3	- 462

¹ AX 21-27, BX 17-18.

Conventional benchmark comparisons of the 1993-94 offers with the SWAL schools settled in 1993-94 show a similar, although less obvious result in rankings. Under the Association's offer, its BA MIN benchmark ranking will fall from second to third, but the BA 7th ranking will rise from second to first, while the MA MAX ranking rises from fourth to third, as seen in Table 6. On the other hand, the Board's offer will reduce Riverdale's rankings by one at the MA MIN, MA 10th, and MA MAX benchmarks. The Association's offer will result in a gain in relative salary position in the Conference of about \$ 237 while the Employer's offer will cause a deterioration averaging about \$ 743 per benchmark. The Arbitrator finds that there is no compelling reason for such an improvement in Riverdale salaries as proposed by the Association -- except for the significant and fundamental rewriting of compensation resulting from past bargaining of the parties which would be the result of acceptance of the Board's offer.

The Undersigned is compelled to comment on the last basis of comparison, that of average salaries. The Employer argues that it pays the highest average salaries, which, it follows, should not be paid by the poorest district. The latter is a serious problem, and is discussed later. The Association argues and cites arbitrators' rejection of such "apples and oranges" comparisons (see above). In anticipation of the Association's experience and education explanation, the Board applied the SWAL schedules to the Riverdale scattergram.²⁰ The result is that the Association's offer is \$ 339 above average, while the Employer's offer is \$ 274 below in 1993-94. Absent this exercise, the average per teacher offers are \$ 686 vs \$ 1315 above the SWAL average. This suggests to the Arbitrator that, accepting the Employer's data and calculations (which the Association contests because of incomparability, among other reasons), the bulk of the above average pay is due to the placement on the schedule rather than its richness.

The "Extra Step"

The parties are in dispute over the Employer's proposal to add a step to the BA lane. The dispute is tactical at this juncture. Testimony at the arbitration hearing by Mr. Gordon Palmer indicates that it is a "sow's ear" which the Board wishes to improve upon. Ironically, it then follows by telling the Arbitrator to ignore the BA MAX because it does not count anymore, but to credit the Employer for making significant improvements in this benchmark which heretofore was weak (ie., compelling need for the status quo change). Not to be outdone, the Association points to the grave disparity of pay between Riverdale at the BA MAX and the SWAL, but

²⁰Employer Brief, pp 31-34.

claims "status quo change -- no quid pro quo or need demonstrated" in response to the Board's offer. Essentially, the Arbitrator has taken the side of the Employer in the benchmark comparisons done above in looking at changes in benchmarks and distances from average which de-emphasizes the BA MAX benchmark comparison. The "extra step" is a change in the salary structure which the Arbitrator feels was not bargained before final offers were certified.

There is a certain philosophical question involved in limiting the number of steps at the BA level which is (in the opinion of the Undersigned) a matter which is more proper for collective bargaining than for an arbitration award.

Other Factors [CPI(g.), other public employees(e.), private sector employees(f.), overall compensation (h.), and other factors(j.)]

The Employer notes the moderate increase in the CPI as indicated above, as well as the fact that this index includes medical care. It is significantly less than both offers. The Association contends that some times the CPI has exceeded, and other times has been less than- wage increases; fundamentally, the proper guide is how the parties and the comparables have incorporated changes in the CPI in the pattern of wage settlements.²¹ While on its face, criteria (g.) favors the Employer's offer, the pattern of settlements for 1992-93 which subsume cost-of-living considerations seem to favor the Association's offer. The Undersigned is of the opinion that were few settlements to be "in," criteria (g.) as well as some of the others would carry greater, independent weight. That is not the case herein. The Association's offer for 1993-94 is below average in percent as would be reasonable to expect given continued moderation of inflation and the district's salary position.

Criteria (e.) and (f.) -- other public employees and private sector employees wage comparisons -- would also seem to favor the Employer's offer. Again, the other districts are settled for 1992-93. How do other public and private sector workers fare viz others SWAL teachers and how do these differences compare to Riverdale? No evidence was submitted in this regard. Muscoda municipal employees were increased 4% -- possibly with step increments. Riverdale Auxiliary personnel were increased only a little over 2%; schedule advancement may

²¹Association Reply Brief, 15-19. Arbitrators Kerkman, Imes, and Miller and others are quoted by the Association where the essentially write that the CPI is one of many factors to be considered, and that it is manifested in comparisons of the settlement patterns. See Elkhart Lake-Glenbeulah School District, Dec. No. 25005-A (5/88), Oconto Falls, Dec. No. 25638-A (2/89), and Mosinee School District Int/ Arb-4448 (5/88) respectively.

also be possible. The Employer evidences that nationwide, increases were in the 3-4% range for collective bargaining settlements.²² No mention was made of professional salary increases which during the past decade have tended to exceed increases for non-professionals. Again Criteria (e.) and (f.) would favor the Employer's offer, were not such considerations believed to be subsumed under considerations of the SWAL settlement pattern for 1992-93 and 1993-94. Those settlements are in for 1992-93 and slightly under half are in for 1993-94, with the Riverdale Association's offer somewhat below average, as deemed appropriate by the Arbitrator. In short, the Undersigned is drawn to Arbitrator Vernon's recent decision:

"..Arbitrators presume correctly that when other school boards and their teacher unions bargain a wage settlement, they take into consideration all statutory factors. When parties determine a salary schedule, they give appropriate weight to the influence of the cost of living, private sector settlements, other public sector settlements, internal comparables, the economy and welfare of the public, etc. They throw all these factors into the mixing bowl of collective bargaining, and the end product takes into account, to the extent relevant, all the statutory criteria. In fact the statute was written to mimic the factors parties ordinarily apply in bargaining and did not direct the Arbitrator to give equal weight to each factor or to give particular weight to one factor or any subset of factors.

Thus, given the fact that Parties take into consideration all the factors when arriving at voluntary settlements, by considering those settlements the Arbitrator also has given weight to those factors. It is worthwhile as well to keep in mind that in bargaining contracts, multitudes of individuals are involved in the negotiations and subsequent ratifications. So a settlement is reflective of many opinions as to what an appropriate wage increase is, given all the criteria. The old saying "Two heads are better than one" has some applicability here. When many settlements are in evidence, the consensus -- assuming there is a pattern-- becomes even more convincing and deserving of deference. It is difficult for any single arbitrator, no matter what her or his personal opinion is, to disagree with the broad public consensus reflected by a settlement pattern in comparable districts. (Waukesha School District, Dec. No. 27263 (12/92). Emphasis added.)

Other factors (j.) to be considered has largely become an issue of status quo change and whether an adequate quid pro quo was offered and/or demonstrated need given which would

²²Employer Brief, pp. 41-44.

have brought the parties to a voluntary agreement in the absence of arbitration. Where the boundaries of voluntary agreement would lie in this case absent arbitration is open to speculation. There is substantial support among the comparables for the Association's position on the snow days although there is a question of the status quo situation. The additional school day could have been wrestled out of the Association, given the pattern of the SWAL. Similarly the BA lanes extra step might have been accepted by the Association, but providing it without additional dollars would necessarily reduce dollars available at other steps and lanes.

The Employer also contends that its offer of total compensation is more than generous in 1992-93 and 1993-94. It calculates the total compensation increase to be 6.14% in 1992-93; the Association's offer will raise compensation 7.58%, which is more than the 7.2% average of the nine comparables listed by the Employer.²³ The average of the four comparables listed by the Employer in 1993-94 is 6.9%. The Association's offer is 7% while the Employer's is 6.74%.²⁴ Given the high average salaries of Riverdale teachers, the Board's offer is certainly reasonable.

The Association disputes the Board's comparison of average compensation for the same reasons it rejects the average salary comparison (see above). Additionally, the Board neglects to mention that its teachers pay higher health care costs. Lastly, the Association contends that "the benefits issues were mutually resolved and could not be reopened."²⁵ The Employer simply wants to ignore the well-established pattern of settlements.

The Arbitrator notes that the Employer's data on total compensation differs from that of the Association.²⁶ Dodgeville is deleted from 1993-94, while Boscobel and Darlington percentages are not the same (no back-up data). Nevertheless, at best, the Employer's data shows that the Association's offer is somewhat closer to the SWAL pattern of total compensation percentage increases in both years.

²³Employer Exhibit 96A.

²⁴Employer Exhibit 96B.

²⁵Association Reply Brief, pp. 22-24

²⁶AX33, 33a and BX96A, B.

Interests and Welfare - Salaries

In the opinion of the Arbitrator, the interests and welfare of the public seem to favor the Employer's wage offer. . The Association notes the importance of maintaining competitive pay which it proposes, which will also not change the District's status as a low cost-per-student district. The District would like to be able to further reduce its high mill rate and give its pressed taxpayers relief which would not jeopardize in any way the quality of its educational program.²⁷ No evidence was provided demonstrating a teacher shortage or inability to attract qualified teachers.

The Board draws the Arbitrator's attention to Exhibits 67-69 to note its very low Wisconsin Personal Income per Return. Its position among the comparables is low--and the lowest in three of the five years reported by the Board in BX69. Census data shows that Riverdale-area townships had 1989 per capita incomes below the regional average (BX82). The percentage of persons living below the poverty line in 1989 exceeded the regional average in 10 of the 14 towns in the district (BX82) and unemployment rates reported April 1, 1990 were moderate to high in most of the townships. The three counties in which Riverdale is located (Iowa, Grant, and Richland) are heavily dependent on agriculture (BX44-46). The Employer discusses at length the significant hardship caused by the Drought of 1988. The Employer acknowledges that 1990 was a good year, but in 1991 farm receipts were down 5%, while 1992 does not have a particularly good outlook.²⁸

The Association parries the Employer's assertion that the District should provided a significantly smaller salary increase than the comparables because of the Drought of 1988. It maintains that Riverdale is not unique and has noted arbitrators' comments in this regard.²⁹ The other SWAL districts have settled since then, and the pattern is obvious--it's more in line with the Association's offer. Moreover, the Board isn't arguing an inability to pay, particularly in light of the 162% increase in the budget surplus since 1989. The Association simply contends that there is nothing in recent evidence that the District is unusual to warrant a substandard

²⁷The District had the 5th highest (of 14 SWAL schools) mill rate, and was 82nd of the 400 Wisconsin Districts (AX 43b)

²⁸Employer Brief, p. 61.

²⁹Association Reply Brief, pp. 21-22. It cites Nielson, op.cit., and Kessler, Wonewoc Center, Int/Arb-4990 (3/89).

increase.

The arbitrator agrees that it seems odd to find Riverdale salaries above average when its "Wisconsin School District Personal Income" per capita is low compared to the rest of the SWAL. While the Association may argue with that measure as an appropriate indicator of ability to pay, it is the measure of record. It is somewhat but not entirely consistent with the U.S. Commerce Department's estimate of per capita personal income.³⁰ The three counties containing most of the SWAL had an estimated per capita personal income level which was 82% of the state average in 1990. One-third of the counties (24) in Wisconsin had lower levels. Eight of the 14 SWAL districts had a mean 1990 "Wisconsin Personal Income" per return in the lowest quartile of the State.³¹

The evidence in this matter indicates that Riverdale salaries have been "high" for some time, partly due to the education and experience level of the faculty (see above), but also due to five of its benchmarks (BA, BA 7, MA; MA 10, SCH MAX) being in the upper third of the SWAL. The evidence also indicates that the percentage increases in salaries have been slightly less, while benchmarks have come down a bit. It still would seem odd to have high rankings for a low-income district--but that is the pattern in the SWAL as seen in Table 7 and Figure 1.

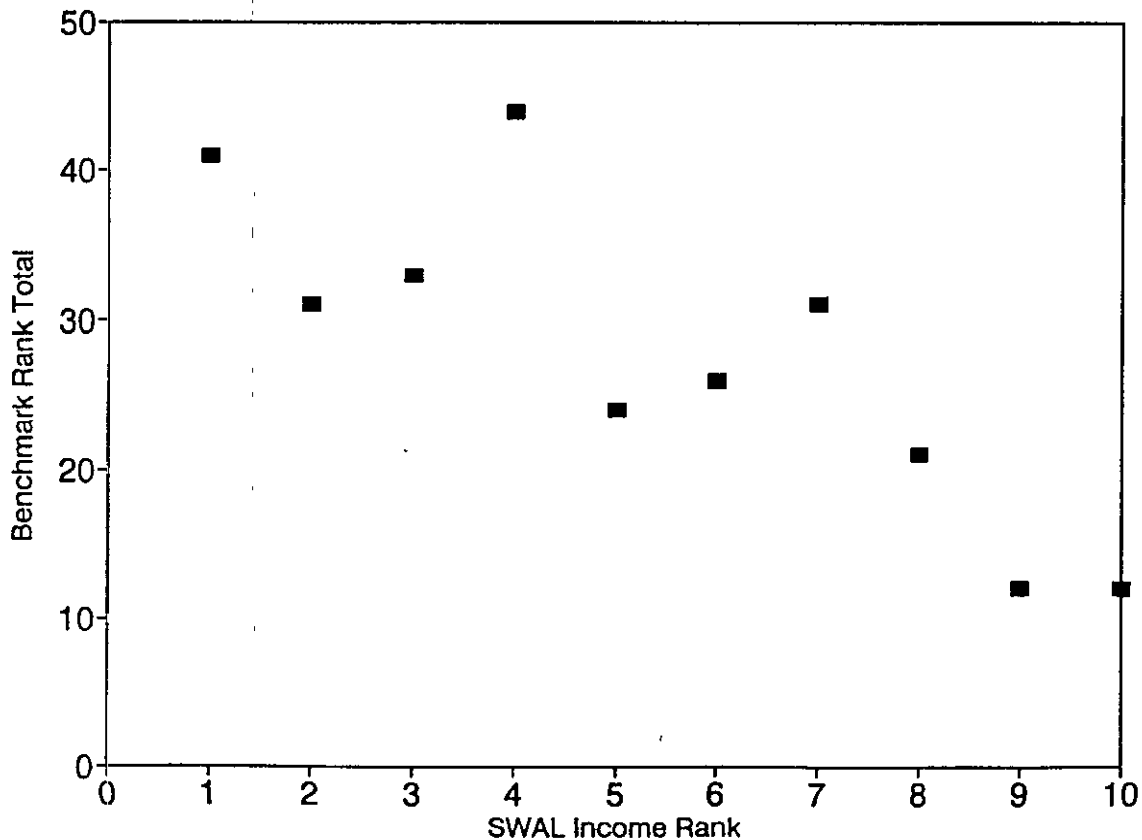
³⁰Wisconsin DILHR, III. Special Report: County Personal Income, 1992

³¹BX29.

Table 7.
Average "Wisconsin School District Personal Income per Return" in Relation to Total of 5-Benchmark Rankings (BA, BA7, MA, MA10, SCH. MAX) in 1991

District	1990 Income Rank	1991 Benchmark Ranks					Total
		BA	BA7	MA	MA10	Sch.Max	
Riverdale	10	4	3	1	1	3	12
Prairie	7	10	8	4	4	5	31
Boscobel	9	1	1	6	2	2	12
Cuba City	3	9	10	7	6	1	33
Iowa-Grant	8	2	7	3	5	4	21
Southwest	1	6	6	10	9	10	41
Dodgeville	4	7	9	9	10	9	44
Platteville	2	8	4	5	7	7	31
Mineral Point	6	5	2	8	3	8	26
Darlington	5	3	5	2	8	6	24

Figure 1.
Scatterplot of Benchmark Rank Total and Income



Boscobel follows Riverdale with the ninth lowest (of 10) income levels and yet has a 5-benchmark rank total of 12 as well. Iowa-Grant is eighth lowest in income and third highest in benchmarks. Prairie du Chien, Mineral Point, and Darlington are next in income, and are sixth, fourth, and fifth in benchmark rankings and so on. It appears that generally the SWAL districts and their respective teachers' associations have entered into agreements which result in such an inverse relation between this measure of income and these 5-benchmark rankings.³²

Riverdale's "income" levels have been below the SWAL averages for some time. The Employer reports these for the years 1986-90. Table 8 shows that by the Employer's measure of the ability to pay, Riverdale has a level of only 84% of the SWAL average "income" in 1990.

Table 8.
Riverdale and SWAL Average "Wisconsin School District Personal Income per Return"¹

	1986	1987	1988	1989	1990	
Mean Total Income						Mean
Riverdale	\$13884	\$15806	\$16508	\$17718	\$18213	
SWAL	\$16674	\$18373	\$19498	\$20623	\$21733	
Ratio	.83	.86	.85	.86	.84	
Percent Change						
Riverdale		13.8	4.4	7.3	2.8	7.1
SWAL		10.2	6.1	5.8	5.4	6.9
Mean Taxable Income						
Riverdale	\$ 9830	\$11447	\$12145	\$13174	\$13864	
SWAL	\$12734	\$14277	\$15431	\$16643	\$17812	
Ratio	.77	.80	.79	.79	.78	
Percent Change						
Riverdale		16.4	6.1	8.5	5.2	9.1
SWAL		12.1	8.1	7.8	7.0	8.8

³²The BA MAX and MA MAX were excluded. As noted by the Employer, the experience at these varies.

¹ BX 69

That has been the case for some time, whether one looks at the "mean total income" or the "mean taxable income." Percentage changes in these show few differences between Riverdale and the SWAL, with Riverdale being slightly ahead! This is not to suggest that economic conditions in Riverdale are rosy -- they are not. They are and have been volatile, and probably not as good as much of the rest of the SWAL.

Conclusions

The Arbitrator is left to weigh the importance of each of these issues. He finds that the Association's proposal for wage increases is somewhat more reasonable in comparison to the Employer's offer. In reaching this conclusion, he relies on data provided by the parties on increases and benchmark level changes in comparison to the SWAL and has determined that the CESA #3 is not a demonstrated comparable. In arriving at this determination, he has relied on comparisons between Riverdale teachers and the SWAL (d.). He considered comparisons with other public and private sector employees (e.,f.) as well as the changes in the cost of living (g.) but found that they carried less weight since there are so many settled comparables. The interests and welfare of the public (c.) was weighed carefully because it makes this decision a most difficult one. He found Arbitrator Petrie's words helpful in arriving at one.

"While certain of the arguments advanced by the Employer are individually persuasive, none of the various factors have arisen since the last time that the parties went to the bargaining table, and it must be inferred that past negotiations were concluded by the parties with due consideration to these factors that the parties themselves have found persuasive in their past negotiations. Since there is no inability to pay, it is reasonable for the Arbitrator to infer that no case has been established for changing the position of Hustisford, relative to comparable districts, on the basis of these factors advanced and argued under the interests and welfare of the public criterion." (Hustisford School District, Int/Arb-5602 (1/91))

He found that Riverdale certainly has economic problems, among them relatively low income by the Board's measurement placed in evidence. That evidence also shows, however, that these problems are not a new phenomenon.

He has also concluded that the Association's proposal on the Summer Pay Schedule and its Snow Days make-up proposal to be more reasonable by comparison to the SWAL schools. The

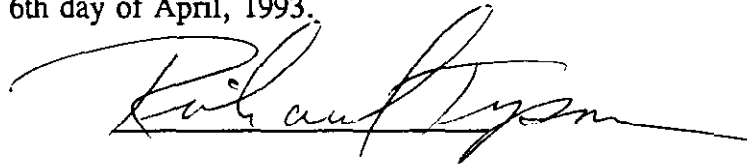
Board's proposal of an Additional Contact Day is found to be more reasonable. As a status quo change, the Board has shown a "need" for such a change based on the prevailing practice and the public interest. The need for the "extra step" on the BA lanes has not been convincingly demonstrated but is reasonable. Given the genesis of the dispute, it is the opinion of the Arbitrator that the change should at least be discussed with the Association in the context of the "give and take" of bargaining.

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 Riverdale Education Association is to be incorporated into the 1991-94 Collective Bargaining Agreement with the Riverdale School District.

Dated this 6th day of April, 1993.

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

Richard Tyson,
Arbitrator

ASSOCIATIONS

F.O.

NAME OF CASE:

DIVERDRE School District

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

June 16, 1992
(Date)

H. Terry Roberts
(Representative)

On Behalf of:

Diverdre Education Association

20:09:40

REA is *horizontal office*

SALARY SCHEDULE

DISTRICT: 50022089 RIVERDALE
SCHEDULE: S02 1992-93 PROPOSAL

STEP	BA ¹⁹⁴¹ ₂₁₃₃₀	BA+8	BA+16 \leftrightarrow ^{3,100}	BA+24	MA	MA+8
1	22,762	23,468	24,196	24,945	25,719	26,516
2	23,673	24,407	25,163	25,944	26,747	27,577
3	24,583	25,345	26,131	26,941	27,776	28,637
4	25,494	26,284	27,099	27,939	28,805	29,698
5	26,404	27,223	28,067	28,937	29,834	30,758
6	27,315	28,162	29,034	29,934	30,863	31,820
7	28,225	29,100	30,002	30,932	31,891	32,880
8	29,136	30,039	30,970	31,930	32,920	33,941
9		30,978	31,938	32,928	33,949	35,001
10			32,905	33,926	34,978	36,061
11				34,924	36,007	37,122
12					37,035	38,183

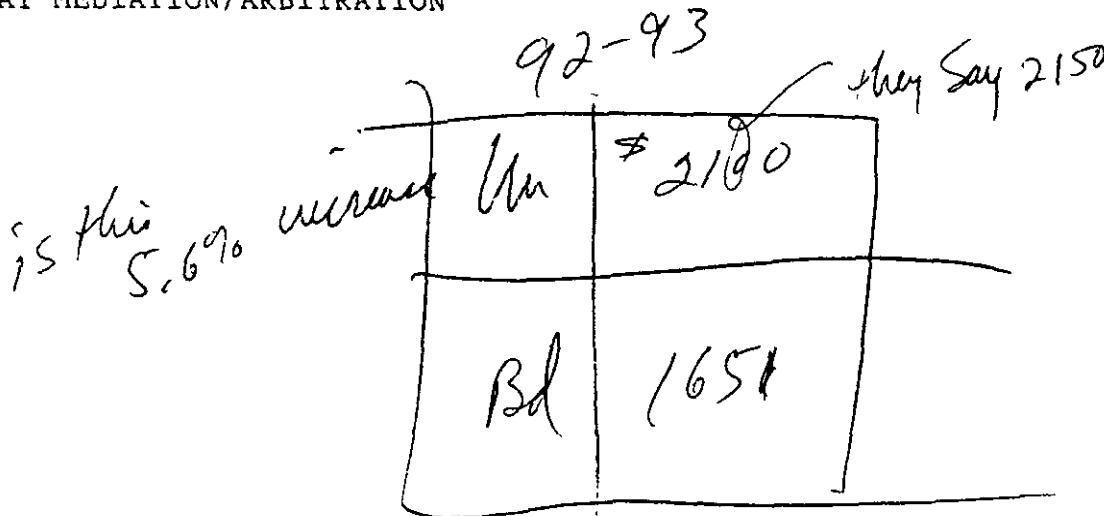
STEP	MA+16	MA+24
1	27,338	28,185
2	28,431	29,313
3	29,525	30,440
4	30,619	31,568
5	31,712	32,695
6	32,806	33,822
7	33,899	34,950
8	34,993	36,077
9	36,086	37,204
10	37,180	38,332
11	38,273	39,459
12	39,366	40,587

Total cost 2288304
New money 142105?

Average salary 33816
% change in cost 6.62

Total index 100.53
Total FTEs 67.67

SALARY AT MEDIATION/ARBITRATION



SALARY SCHEDULE

DISTRICT: 50022089 RIVERDALE
 SCHEDULE: S03 1993-94 PROPOSAL

STEP	BA	BA+8	BA+16	BA+24	MA	MA+8
1	23,982 ^{+5.3}	24,726	25,493	26,283	27,097 ^{+5.35}	27,938
2	24,942	25,715	26,512	27,334	28,181	29,055
3	25,901	26,703	27,531	28,385	29,265	30,172
4	26,860	27,693	28,552	29,437	30,349	31,289
5	27,820	28,682	29,571	30,488	31,433	32,407
6	28,779	29,671	30,591	31,539	32,517	33,525
7	29,738	30,660	31,610	32,590	33,601	34,643
8	30,697	31,649	32,630	33,642	34,685	35,760
9		32,638	33,650	34,693	35,769	36,877
10			34,669	35,744	36,853	37,995
11				36,796	37,937	39,112
12					39,021	40,230

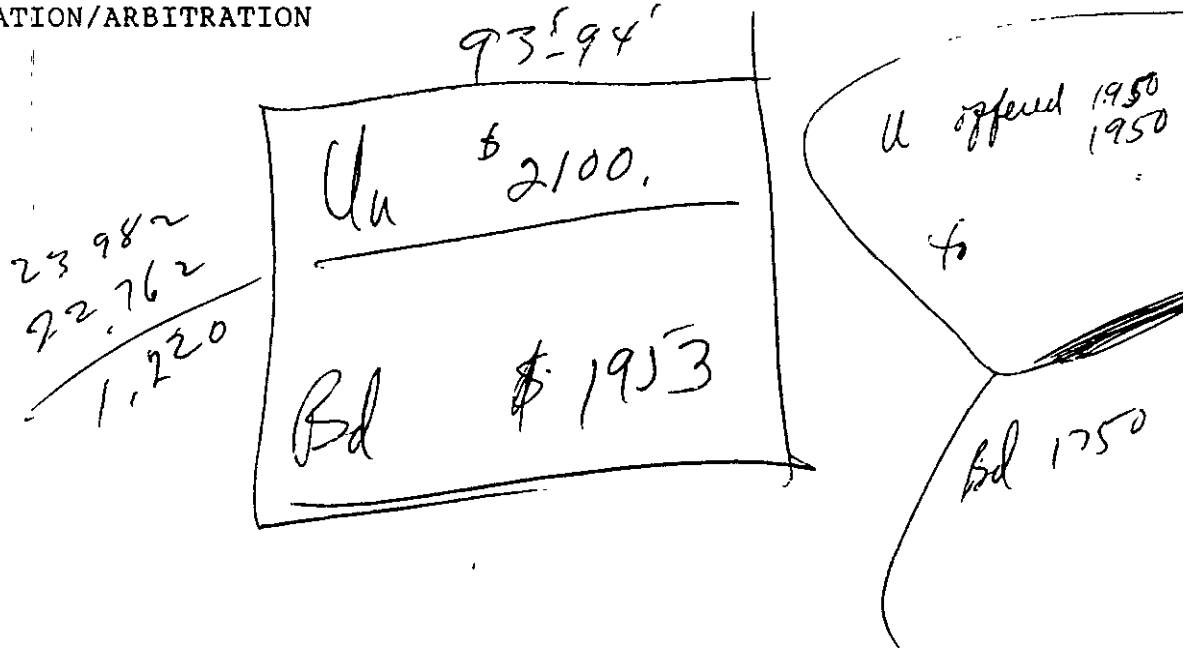
STEP	MA+16	MA+24
1	28,803	29,696
2	29,955	30,884
3	31,108	32,072
4	32,260	33,260
5	33,412	34,448
6	34,565	35,635
7	35,716	36,824
8	36,868	38,011
9	38,020	39,199
10	39,173	40,387
11	40,325	41,575
12	41,477	42,763

Total cost 2430409
 New money 142105

Average salary 35916
 % change in cost 6.21

Total index 101.34
 Total FTEs 67.67

SALARY AT MEDIATION/ARBITRATION



		1994-7 <u>Current</u>
1800. ⁰⁰	summer Music	1200 / 6 week
1200. ⁰⁰	Jr High & Elev	750/
600. ⁰⁰	Summer Library	400.
300. ⁰⁰	Elev & Jr High Library	200
12.00	Summer Senior Ed	10/

What kind of change is this?

\$1100.00 out

seen at these
rates for
many years

Extra curriculum are a %
of base (change of base
BA "O" of longevity
as per Bd offer

a parent conf 178 student conf
 1 convention 5 science/ staff dev
 1 curriculum & prep
 3 holidays

pay?

1993

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
				1	2	3
				4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
					1	2
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1994

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
						1
						2
						3
						4
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

S	M	T	W	T	F	S
						1
						2
						3
						4
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Easter Monday

MAY

S	M	T	W	T	F	S
						1
						2
						3
						4
						5
						6
						7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
						1
						2
						3
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

All additional snow days as
 required by state statute, will
 be rescheduled at the end of
 the year.