IN THE MATTER OF THE ARBITRATION

Between

WITTENBERG-BIRNAMWOOD
SCHOOL DISTRICT

and

Case 21 No. 59773
Int/Arb-9209
Dec. No. 30185-A

WITTENBERG-BIRNAMWOOD SUPPORT
STAFF ASSOCIATION

Appearances:	For the District;	Dean R. Dietrich, Esq. Ruder, Ware & Michler
	For the Association:	James Conlon, J.D. Executive Director

DECISION AND AWARD

The undersigned was selected by the parties through the procedures of the Wisconsin Employment Relations Commission. A hearing was held on November 19, 2001. The parties were given the full opportunity to present evidence and testimony. At the close of the hearing, the parties elected to file briefs and reply briefs. The arbitrator has reviewed the testimony of the witnesses at the hearing, the exhibits and the parties' briefs in reaching his decision.

ISSUES

The parties reached agreement on most of the terms to be included in the successor agreement. All of the tentative agreements are incorporated into this

Award. There are two outstanding issues: health insurance and wages.[1] The parties propose the following:

District

Health Insurance:
No Change

Wages:

2.75% Wage Increase effective July 1, 2000
2.50% Wage Increase effective July 1, 2001.

ASSOCIATION

Health Insurance:
Reduce the 1950 hours for prorated health insurance benefits to 1750 hours in 2000-01 and to 1650 hours in school year 2001-02.

Wages:

$.30 per hour increase effective July 1, 2000
$.30 per hour increase effective July 1, 2001.
$.20 per hour increase for "those employees who benefit from the reduced hours for prorated insurance benefits.

BACKGROUND

The Wittenberg-Birnamwood School District, hereinafter referred to as the District, is located in Central Wisconsin. It is in Shawano County. The District has collective bargaining agreements with the unit comprised of the teachers in the District and a second agreement with the Wittenberg-Birnamwood Support Staff Association, hereinafter referred to as the Association. The classifications in the bargaining unit include, among others, custodians, secretaries, school bus

[1] There is also a difference in the parties' proposal concerning Article VII, section B, but the parties do not disagree that the essence of their proposals are the same. Therefore, this issue is not determinative and whichever parties' proposal is adopted will include their language.

drivers and food service employees. Employees hired by the District receive 75% of the top pay rate to start. Over 36 months they move to the top rate.

There are approximately 80 employees in the support staff bargaining unit. The Association wage proposal for the year 2000-01 is actually $2264 less than the District's proposal. In the year 2001-02 it is $984 less.[2] The reason that the Association proposal has lower wage costs than the Districts can be explained by the two-tier wage increase proposed. Twenty-nine employees in the unit would get the smaller $.20 per hour wage increase under the Association's proposal. In the year 2000-01 these 29 employees worked a total of 38,190 hours. $.10 per hour equals $3,810 less in increases in 2000-01 under their proposed wage scale. Assuming the same number of hours would be worked in 2001-02 this would give rise to an additional $3810 in that year.[3]

Insurance costs to the District would clearly rise under the Association's proposal since the number of hours needed to obtain coverage equal to that of full time employees is reduced from 1950 to 1750 the first year and to 1650 the second year. The District pays 90% of the premium for full time employees. According to the Association Exhibits, the reduction in hours would cost the District $18,200 over two years. The District's exhibits indicate that the cost would be $26,950. It is difficult to determine precisely why the parties' came up with different figures, especially since the first year of the agreement has already

[2] These figures were derived from District's Exhibit #7.
[3] The District does note that this proposal is not really a two-tiered wage scale since those employees who received the smaller increase would move to the regular pay scale under the Association proposal at the end of the two years. Thus, the savings to the District only occurs during the two years covered by the agreement.

been concluded. A review of the exhibits reveals that part of the difference comes from Dental costs. The District provides both dental and health coverage. The percentage of premium paid by the District is the same for both forms of coverage. The Association proposal does not appear to incorporate all of the additional dental premium costs into their calculations. There is also some variation in the number of hours that each employee is expected to work, which would impact on the cost to the Employer. The difference between the two parties' calculations is approximately $8,750 over the two years covered by the agreement. The amount that the District pays to the employees in this unit for all wage related costs is approximately $3 million over those two years. The difference between the proposals represents approximately .3% of that total. Given that small variation, I find that my ultimate decision will not be impacted no matter which set of costs that I utilize.

Discussion

There are several factors that an Arbitrator must consider when deciding which of the parties' proposals to accept. The parties disagree as to which of the statutory criteria is applicable in this case. Under the Statute, there are two factors that carry greater weight than any other factor. Any State directive that limits expenditures must be given the greatest weight during deliberations. Greater weight must be given to "economic conditions in the jurisdiction" of the Employer. The District contends that both of these factors favor its proposal. I shall discuss these factors at the beginning of my discussion. In commencing

that discussion, I must first ascertain what school districts make up the appropriate comparables. Since it is my belief that a discussion of comparables is involved in many of the factors, including those that are to be given the greatest and greater weight, it is important to set forth what Districts make up the comparables at the outset.

Comparables

Both parties utilized Districts that are located in the Central Wisconsin Athletic Conference as their set of comparables. These Districts include Almond, Amherst, Bondule, Bowler, Iona-Scandanavia, Manawa, Marion, Menominee Indians, Port Edwards, Rosholt, Shawano, Shlocton, Tigerton, Tri-County, Weyauwega and Wild Rose. The Association points out that not all of the Districts have collective bargaining agreements with their support staff, and thus not all of the Districts in the conference it believes should be included. It cited Arbitrator Kessler in Webster School District,[4] He stated in that case:

> In this case, because only one settlement (Unity School District) has been reached within the Upper St. Croix Valley Athletic Conference, it is this Arbitrator's conclusion that the comparable districts proposed by the Union are more appropriate. It is inappropriate to compare an organized district with an unorganized district when other organized districts are available. Collective bargaining and negotiating between relatively equal parties is the best way to determine what wages should be paid to employees. To compare salaries and conditions of employment determined unilaterally or by an arbitrator would not reflect the same give and take which results at the bargaining table. Therefore, the use of districts organized by unions, that have reached an agreement, although they are outside the athletic conference, is the most appropriate way to determine comparables,

[4] Dec No. 23333-A(11/15/96)

provided that there is some geographic proximity and similarity of size to the Webster District.

Other arbitrators, including this one, have similarly held that it is improper to compare unionized districts with non-union districts. Therefore, certain districts listed above will not be utilized. The remaining Districts that make up the comparables are Almond, Bondule, Bowler, Iona-Scandanavia, Manawa, Menominee Indians, Rosholt, Shawano, Shlocton, Weyauwega and Wild Rose. These shall be the comparables used.

Limitations on Expenditures (Greatest Weight)

The State has imposed limits on the revenue that a District can raise absent the passage of a referendum authorizing additional revenues. The State funds a substantial portion of the monies needed by a District. The number of students enrolled in the District determines the amount of money that the State pays to a District. This is true for all Districts in the State.

This District points out that it has suffered a declining enrollment. The number of students graduating exceeds the number of students entering the system. They expect this trend to continue. With the loss of students,[5] State revenues have declined and will continue declining. Consequently, it has had to utilize its fund balance to cover its expenses. Thus, the fund balance has declined over the past few years. The loss of revenue has also caused the District to cut expenses. Furthermore, the equalized value of real property in Shawano

[5] From 1997 to the present there are 134 less students in the District than there were in 1997. This has resulted in a loss in revenue from the State in excess of $700,000.

County is among the lowest in the area. This impacts upon the property taxes it can raise to cover expenditures. All of these factors the District believes demonstrate that the State revenue limits have had a dramatic financial impact on the District, and, therefore, tilts this factor in favor of its final proposal.

The Association has countered the District's argument in several ways. The Association in its reply brief offered two charts. One dealt with the fund balance in the District since 1990. The second compared the enrollment decline in this District with other districts. The District objected to these charts because the information contained in the charts was not part of any exhibit. They are correct. Both parties had an opportunity to review and supplement exhibits before briefs were due. To offer them in the reply brief was error and I will not consider them in my decision making process.[6] Even without those charts, the Association does make other arguments that warrant discussion. It notes that several administrators and other non-union employees received substantial wage increases. How can that be if things are so tight? It also argues that the District has not proven that declining revenues caused the reduction in the number of employees over the last few years. The Association believes the reduction is simply part of a normal cycle prompted by changes in enrollment.

There is merit to these arguments. The District itself pointed to a decline in enrollment. One would expect a corresponding decrease in the number of

[6] The Association has argued that the Arbitrator could simply take judicial notice of the information in the charts since it comes from public records. I do not find that argument sufficient to justify acceptance of these charts at this late date.

teachers needed. There are simply fewer students to teach. The Association is also correct that a need to be more competitive, which was the reason set forth by the District for the higher increases for some non-represented employees, does not account for all of the raises given. While some of the increases can be justified for that reason, it does not explain why all of the increases were granted. If it has money for those increases, it has enough money to pay the extra $24,000.

The District is certainly correct that revenue and expenditure limits have impacted upon this District. One would suspect that this is undoubtedly true for all districts in the State, since every district in the State has the same limits imposed upon them. Many have lost revenues through attrition. That does not mean that this factor weighs in favor of the Employer in every school district case. It is true that the declining enrollment has caused declining revenues, which without doubt has negatively impacted this District. Here, the decline in students is greater than the average of the State. Employer's Exhibits 10 and 11 shows that the average decline in enrollment in the State for the year 1999-2000 from 1993 was .5%.[7] The District declined 2.7%. Its enrollment declined 1% in 2000-01. In 1999-2000 the decline exceeded the average. There are no statistics to compare for 2000. The population of children from age 1-4 when compared to children age 14-17 in the County compares poorly with the State average. On the other hand, Exhibit #10 lists those districts that experienced the greatest drop in enrollment. Several of the Districts that are part of the comparables are included

[7] This includes all students from K-4 to 12.

on that list. Bowler suffered a 12% drop in enrollment. Weyeuaga had a 10.6% drop. This District is not on that list. One would have expected these Districts to pay out fewer dollars because of this. They did not. Thus, some of the evidence supports the District and some of it demonstrates that what is being experienced by this District, does not distinguish it from what others faced.

The Arbitrator does not mean to minimize the situation facing this District. It has lost funds because of a loss in enrollment. It has little means available to recoup those losses. However, I cannot look at this District in a vacuum. I must relate the peril facing it to the peril facing others similarly situated. When that is done, I must conclude that the situation in this District does not compare unfavorably with the situation in many of the Districts that make up the comparables. In the past, I have found that when the Employer involved in the case was facing a more daunting situation that its counterparts, that some deviation from the norm is justified. Absent those special circumstances, I am reluctant to distinguish the District's situation from its neighbors. If the other District's were able to pay out the money that they did notwithstanding their declining enrollment, than this District should also be able to do so.

I have discussed why I do not believe that this factor is relevant here. There is one other equally important reason why I have reached this finding. In Madison School District,[8] I discussed this statutory factor at length. When comparing proposals, I noted that in one of the years in question the difference in the parties' proposals was not very great. I noted that the smaller the

[8] Case 271 No. 54438 Int/Arb 8018

difference in cost, the smaller the impact of revenue limits. That premise is equally applicable here. The difference in cost between the parties' proposals for the two years under the contract using the Employer figures is roughly $24,000. As stated earlier, this represents approximately .3%. When the total budget for the District is viewed, this is even a smaller percentage. Given this small amount, I find that the limitations on the District cannot be said to warrant a finding that this factor favors the District. Thus, for all these reasons, I do not find this factor controlling in this case.

Economic Conditions (Greater Weight)

My thinking regarding this factor is similar to what has been discussed above. In Juneau County[9], I found that the economy of that County was in far worse condition than the comparable counties. For that reason, I found that this factor favored the County and had to be accorded greater weight than the other factors. Is the economy here worse than the comparables? The District is contained in one of the smaller counties in the State and, therefore, it has a smaller tax base. It does have one the lowest equalized value of all the comparables. Conversely, Shawano County has experienced population growth equal to the state average.[10] There is no showing that the property value in the County vis-à-vis the property values in other counties in the Central Wisconsin Athletic District has changed over the last few years. Is it now at the bottom, whereas it was in the middle or at the top in past years? There is no evidence that such a change occurred. The wages and benefits were set in this District

[9] Case 117 Case No. 53773 Int/Arb-7777

through negotiations. The parties knew full well how the District compared with others. They established a relationship when compared to the others during those negotiations. Why should I change what the parties did in negotiation? Without evidence that the passage of time has eroded the condition of this District more than has been true in other Districts in the Athletic Conference, I will not treat this District any differently than how the employees in the other districts were treated during their negotiations. Consequently, I find this factor not to be relevant to this dispute.

External Comparables

A list of comparables has already been set forth. The District prepared a chart showing the average wage increase granted by the Districts that are within the Central Athletic Conference. The chart included both the unionized and non-unionized districts. I have excluded from the comparables the non-unionized districts. Therefore, I have prepared a new chart with just the unionized districts. It is attached as Exhibit A. The wages paid for custodians, secretaries and educational assistants are included. The list does not include food service employees or cooks. A review of the food service classifications used in the various districts indicates that there are variations from district to district. It is hard to determine whether like jobs are being compared given these variations. Therefore, I have chosen not to compare the pay for food service employees. A second chart has also been prepared. It compares the hours that an employee is required to work in order to receive the maximum

[10] Employer Exhibit 46.

premium payment in each of the comparables. This list is attached as Exhibit B.

Chart A shows that the average wage increase received by custodians in 2000-02 was $.33. It is $.29 under the Board proposal. It is an average of approximately $.27 under the Association's. To reach this figure, I prorated the increase based upon the approximate number of employees that would receive $.30 and those who would receive $.20. In the second year, the average was $.35 compared to $.28 and $.27 respectively. In 1999, employees received at the top rate $.43 over the average. In 2000, it falls to $.39. The ranking among comparables does not change. In 2001, the exact difference cannot be calculated since not all Districts have settled their agreements for this year. I have assumed for wage increase calculation purposes that the others settled for an increase in the same amount as the average. In determining the variation, however, the final comparison will have to wait until those districts have actually settled their agreements. The average increase for secretaries in 2000 was $.33 compared to the same $.29 and $.27 increases proposed by the parties. The variation from average falls from $.05 to $.01. The average was $.33 in 2001-02. Educational assistants received an average increase of $.40 although that increase included a catch-up in Almond of $1.69. Without Almond, the average was $.27.

A wage increase of $.30 for all employees would certainly be justified utilizing the average of the comparables. The Association has offered to accept less than that in exchange for acceptance of its insurance proposal. By

reducing its demand in the two years covered by this agreement, it has provided something of value. Whether that value is enough to gain acceptance of its proposal will be discussed shortly. Suffice it to say here, the wage proposal of the Association is less than it would be entitled to it if only wages were being compared.[11]

The average number of hours that an employee must work in order to get to the maximum contribution by the Employer for the comparables is 1515 hours. The highest number of hours required among the comparables is Almond which requires 1900 hours. Bowler requires 1950 for employees who work less than ten years and 1350 hours for those who have worked ten years. The lowest is Menominee, which requires only 720 hours. Wittenberg requires more hours be worked to reach the maximum then any of the other comparables.

The District asks the Arbitrator to factor into the proposals the fact that it has experienced a significant increase in insurance premiums over the last few years. It pays 90% of the premium and thus has had to pay out significantly more of its funds for this benefit. This District is not alone in that situation. Most Districts participate in the same or similar plans. All plans have incurred increased premium costs over recent years. The problem is endemic to the insurance industry. In reviewing the last column of Exhibit B it can be seen that this District pays the smallest percentage of premiums of any of the comparables. The average is 94%. The comparable Districts have paid even more than this District in premiums because they pay a higher percentage of

[11] Of course, the benefit derived from the reduced offer is short lived. It ends in two years.

the premium. Given these facts, I do not agree with the District that the increased premiums paid by the District should impact upon my decision. Their problem was no different, and in fact, actually had somewhat less impact upon it than any of the others.

The Association believes that this Arbitrator need look no further than the comparables to see that its proposal should be accepted. The Association cited numerous cases from other arbitrators. It argues that this Arbitrator should accept its proposals without regard to any quid pro quo being offered. It notes that Arbitrator Stern held in Maple Dale-Indian Hill School District, Dec. No. 27400-A, 2/18/93:

> The arbitrator believes that no need for a quid pro quo has been demonstrated. As has been stated in the early part of this opinion discussing the employee contribution to the health insurance premium, the ten percent employee contribution to the family health insurance premium is the pattern prevailing among the comparables. Absent other considerations, bringing a group up to the pattern does not require a quid pro quo.

Arbitrator Weisberger similarly held in Bristol School District No. 1, Dec. No. 27580-A, 10/30/93:

> …the undersigned agrees with the position taken by many of her fellow arbitrators that, when comparability is at issue, there is no requirement to demonstrate a quid pro quo. As Arbitrator Yaffe stated in his 1992 Delavan Darien decision addressing the District's argument that the Association had not offered an adequate quid pro quo for the benefits it proposed:
>
> > the undersigned believes that said concept is applicable where a union seeks exceptional or unusual benefits or where an employer seeks concessions from its employees in the form of take backs. It does not apply where, as here, an Association is simply asking that employees be brought into the comparable mainstream.

The Association believes that the discrepancy between this District and the comparable districts warrants acceptance of its proposal. Taken alone, there is justification for that position, but there is another factor that must be considered. Only one of the comparables reduced the hour requirement in 2000-01. It was Shlocton. It went from 1800 to 1650. In fact, there is no showing that any of the comparable districts have made any changes over the last few years. Arbitrators, including this one, are frequently asked to consider modifications to insurance language. Usually, it is the employer that wants to raise the level of employee contribution, and the Union that is opposing the change. Here, the Association wants the change. In City of Glendale[12], I rejected the City's proposal to grant lower wage increases than the comparables. I noted that:

> The City chose during the negotiations for the current agreement to give the benefits that they did knowing full well at the time what benefits others were giving to their employees. It would be wrong for me to now undo that decision. The time to do that is when the parties bargain over a successor agreement.[13]

Earlier in this discussion, I rejected an argument of the District because I found it voluntarily agreed to the wages that it did knowing full well what others were doing. The Association also accepted the level of participation knowing full well what others were doing. The District described the history of bargaining between the parties. The employees in the unit have been organized for approximately ten years. Originally, employees had to pay a pro rated portion of the premium unless they worked 2080 hours. They had to have

[12] Case 94 No. 59529 MIA-2370

worked 765 hours to qualify for participation. In 1994, they reduced the maximum to 1950. The minimum requirement of 765 hours was reduced to 720 in 1997. The parties have made these changes over the years through the negotiation process. The Association now asks the Arbitrator to make the change that it seeks. In the contract that the parties are currently operating under they made a change from the predecessor contract. This District has shown a willingness to make changes as conditions permit. In fact, this is the first contract where it has rejected making any change. There is unquestionably some merit to the proposal of the Association. The desire to bring it in line with others is not an unreasonable desire. It is the timing that is the problem. To do it now, given the bargaining history between the parties, and further given the economic conditions throughout the State and in this District, and to do it based solely upon a comparison with the other unionized districts in the Central Athletic Conference is simply not appropriate. While I do not disagree with the decisions of the Arbitrators cited by the Association in its brief, every case must be decided upon its own facts. In some cases, comparison with other districts can provide the basis for acceptance of a party's proposal even without a quid pro quo. In other cases, the facts may weigh against that kind of finding. That is what I find in this case. There are too many facts militating against reaching such a conclusion in this case. Therefore, I reject the notion under these facts that the Association proposal can be accepted merely by reference to the comparables and nothing more.

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[13] Case 94 No. 59529

Status quo and Quid pro quo

As noted by the Employer, this Arbitrator has previously held that:

> the status quo is generally preferred. It should be left to the parties themselves to make any major changes to the agreement.[14]

The District also cited Arbitrator William Petrie. He similarly held that a party proposing changes to fringe benefits, such as health insurance, are better left to negotiate changes when the bargaining history establishes the parties have been able to agree on these issues in the past He stated:

> As emphasized by the undersigned in many prior decisions, Wisconsin interest arbitrators operate as extensions of the contract negotiations process and their normal goal is to attempt to put the parties into the same position they would have occupied but for their inability to reach full agreement at the bargaining table. In attempting to achieve this goal, the neutrals will normally closely examine the parties' past practice and their negotiations history in applying the various applicable statutory criteria, both of which factors fall within the scope of Section 111.70(4)(cm)(7r)(j) of the Wisconsin Statutes. The case at hand very well illustrates the role of parties' negotiations history in determining the arbitral weight to be placed on past practice, particularly when either or both are seeking to modify the status quo ante!
>
> In these proceedings the Association is seeking language changes in the in the following areas of the Agreement… Stated simply, the Association is seeking arbitral approval of various changes in the referenced areas of the Agreement, in many areas emphasizing so-called fairness and equity in support of the proposed changes, and the Employer is seeking continuation of the status quo ante in the various areas, unless and until they are modified by the parties across the bargaining table.
>
> . . .
>
> In applying the above described principles to the case at hand, the Employer has cited and relied upon the parties', relatively long negotiations history in support of arbitral selection of its final offer. As emphasized by the Employer and as reflected in its many cited

[14] City of New Berlin Dec No. 29683 (5/00)

> interest arbitration decisions, it is clear that changes in the negotiated status quo ante are not normally approved by Wisconsin interest arbitrators in the absence of a showing by the proponent of change, that a legitimate problem *exists* which requires attention, that the proposed change reasonably addresses such problem, and that an appropriate quid pro quo has been advanced in support of the proposed change.

Thus, if the Association can show that a problem exists, that its proposal addresses that problem and that it has offered a sufficient quid pro quo, its request to change the status quo can be approved. I have already found that its proposal does address a problem. The proposal reasonably addresses that problem. It has met the first two requirements. The only question left is whether the quid pro quo being offered by the Association is enough? It has proposed a $.30 increase for some and $.20 for those benefiting from the insurance provision change. I have already noted that this proposal represents an average increase of approximately $.27. I have also noted that the comparables received an average of $.33. The savings to the District from the two-tier wage proposal would be $7800 over two years. Savings are even greater when factoring the difference between the $.30 proposal and the higher average increase of the comparbles. Is this enough? The District says no. The reason it says no is that the lower increase is not in perpetuity. After two years, wages revert to the regular wage schedule. That would be the status quo from which negotiations would start. The reduced hours do not revert back to 1950. It stays at 1650. 1650 hours would be the new status quo. Thus, the savings derived from the lower increase are temporary, while the hour reduction is not. It is here that the District contends the Association's quid pro quo fall short.

The District is going to have to pay $26,000 more over two years and is going to save $7600 over that same period of time. Its savings are $18,400 less than its increased cost and that $7600 savings is lost after two years. The $26,000 is not similarly lost and is probably greater as premiums increase over the years. How then can this be enough of a quid pro quo? While the Association has made a valiant effort to offer something in exchange for what it seeks, it is too little and to short termed to be sufficient to meets its needed quid pro quo.[15] For that reason, I find that the quid pro quo fails.

Summary

The Employer has argued that those factors under the law that are to be given the greatest and greater weight favor its proposal. I have found that they do not favor either party's proposal. I have also found that the external comparables favor a wage increase greater than either party has proposed. What is unusual here is that the Employer proposal exceeds the Association proposal the first year and that there is little difference the second year. Thus, as far as wages are concerned this factor has little value.[16]

The real question is health insurance. The external comparables clearly favor the Association. By rejecting the Association proposal at this time, I do not mean to imply that there is no equity to what it seeks. I have already found that there is, and that there is a need in the future that should be addressed.

[15] The Association also notes that there were savings from the Retirement system that should be credited. Those savings were offset by additional contributions that had to be made on behalf of others. The savings and added premiums cancel each other out.

[16] It should be mentioned that the District also believes that COLA and the interests of the public are in support of its position. I do not see these issues as critical in this case, and have therefore, not addressed them separately.

The problem with the Association proposal is that the future is not now. In different times and circumstances its proposal might be a valid one. It is clearly one that will be brought to the bargaining table again. Maybe then, the circumstances will be right for either voluntary or mandated acceptance. At the present time, its proposal must be rejected.

Award

The proposal of the Employer together with all tentative agreements shall be adopted as the agreement for the parties for school years 2000-2002.

Dated: May 22, 2002

Fredric R. Dichter,
Arbitrator

EXHIBIT A

Dist	Class.	1999-Wage	2000-Wage	2000-Inc	2001-Wage	2001 Inc	
Almond	Cust.	9.5	9.96	0.46	10.26	0.3	
Bonduel		10.03	10.33	0.3	10.68	0.35	
Bowler		11.88	12.23	0.35	12.78	0.55	
Iola		11.4	11.8	0.4	12.21	0.41	
Manawa		11.1	11.43	0.33	11.77	0.34	
Menominee		11.65	11.85	0.2	12.1	0.25	
Rosholt		10.07	10.37	0.3	N/S		
Shawano		11.31	11.57	0.26	N/S		
Shiocton		9.9	10.2	0.3	10.72	0.42	
Weyauwega		10.26	10.56	0.3	N/S		
Wild Rose		8.97	9.49	0.52	9.68	0.19	
AVERAGE		10.55	10.89	0.33	10.02	0.35	
Wittenberg							
Board		10.98	11.28	0.3	11.56	0.28	(Assumes others settle at average)
Assn.		10.98	11.28	0.3	11.58	0.3	
Variation from aver.		0.43	0.39		0.51		
Almond	Secreta	9	9.96	0.96	10.26	0.3	
Bonduel		9.77	10.07	0.3	10.42	0.35	
Bowler		10.16	10.47	0.31	10.94	0.47	
Iola		10.5	10.87	0.37	11.25	0.38	
Manawa		10.35	10.66	0.31	10.98	0.32	
Menominee		11.84	12.05	0.19	12.31	0.26	
Rosholt		11.68	11.98	0.3	N/S		
Shawano		10.28	10.52	0.24	N/S		
Shiocton		10.56	10.86	0.3	11.39	0.53	
Weyauwega		9.06	9.33	0.27	N/S		
Wild Rose		11.06	11.23	0.17	11.47	0.24	
AVERAGE		10.38	10.72	0.33	11.12	0.42	
Wittenberg							
Board		10.43	10.72	0.29	10.96	0.27	
Assn.		10.43	10.73	0.3	11.03	0.3	
Variation from Aver.		0.05	.00/.01		.04/.11		

Almond	Head C	9.67	9.98	0.31	10.26	0.28
Bonduel		9.16	9.41	0.25	9.76	0.35
Bowler		8.76	9.47	0.61	9.9	0.43
Iola		12.22	12.65	0.43	13.09	0.44
Manawa		10.05	10.35	0.3	10.66	0.31
Menominee		12.69	12.91	0.22	13.16	0.25
Rosholt		9.52	9.82	0.3	N/S	
Shawano		10.7	10.96	0.26	N/S	
Shiocton		8.96	9.26	0.3	9.63	0.37
Weyauwega		8.42	8.67	0.25	N/S	
Wild Rose		10.03	10.18	0.15	10.39	0.31
AVERAGE		10.01	10.33	0.3	10.85	0.34
Wittenberg Board		10.43	10.72	0.29	10.98	0.26
Assn.		10.43	10.73	0.3	11.03	0.3
Variation from Aver.		0.42	.39/.40		.33/.38	

Almond	Ed. Ass	7.8	9.49	1.69	9.78	0.29
Bonduel		9.16	9.46	0.3	9.81	0.35
Bowler		9.6	9.89	0.29	10.35	0.46
Iola		10.5	10.87	0.37	11.25	0.38
Manawa		10.05	10.35	0.3	10.66	0.31
Menominee		11.19	11.38	0.19	11.63	0.25
Rosholt		9.52	9.82	0.3	N/S	
Shawano		10.28	10.52	0.24	N/S	
Shiocton		8.96	9.26	0.3	9.47	0.21
Weyauwega		8.07	8.31	0.24	N/S	
Wild Rose		8.68	8.8	0.12	8.97	0.17
AVERAGE		9.43	9.83	0.4	10.24	0.3
Wittenberg Board		9.12	9.37	0.25	9.61	0.24
Assn.		9.12	9.42	0.3	9.72	0.3
Variations from Aver.		-0.31	-.46/-.41		-.63/-.52	

EXHIBIT B

Dist	2000-01		2001-02	% of premium paid by Er	
Almond	$1,900.00		$ 1,900.00		$ 100.00
Bonduel	1,616.00		1,616.00		97.00
Bowler	1,950.00	1350 10+ yrs	1,950.00		95.00
Iola	1,492.00		1,492.00		93.00
Manawa	1,400.00		1,400.00		91.00
Menominee	720.00		720.00		100.00
Rosholt	1,260.00		1,260.00		90.00
Shawano	1,440.00	1260 hired before 7/1/95	1,440.00		94.00
Shiocton	1,650.00	Lowered from 1800 2000-01	1,650.00		95.00
Weyauwega	1,440.00		1,440.00		85.00
Wild Rose	1,800.00		1,800.00		100.00
AVERAGE	1,515.00		1,515.00		94.50
Wittenberg					
Board	1,950.00		1,950.00		
Assn.	1,750.00		1,650.00		