IN THE MATTER OF THE ARBITRATION

Between

MARINETTE SCHOOL DISTRICT

and

MARINETTE SECRETARIES ASSOCIATION

Case 54 No. 61074
Int/Arb-9618
Dec. No. 30344-A

Appearances: For the District; Dennis Rader, Esq.
Davis & Kuelthau

For the Association: James A. Blank,
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 September 5, 2002. 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 is one outstanding issue, wages. The parties propose the following:

District

$.30 Wage Increase effective July 1, 2001
$.30 Wage Increase effective July 1, 2002.

ASSOCIATION

$.50 per hour increase effective July 1, 2001
$.50 per hour increase effective July 1, 2002.

BACKGROUND

The Marinette School District, hereinafter referred to as the District, is located in Northeast Wisconsin. The District is part of the Bay Athletic Conference. There were approximately 2500 students enrolled in the District in school year 2001-02. That number is down slightly from the previous school year.

The Unit involved in this dispute was first organized in 1997. The first two agreements were reached through voluntary negotiations. This is the first time that this bargaining unit has had to resolve its contractual differences through the arbitration process. Section 111.70(4)(cm) sets forth the criteria an arbitrator must follow in rendering a decision in interest arbitration. Not all of the factors listed in the Statute are always relevant in a dispute. That is the case here. Only those criteria that pertain to the present situation will be discussed. The position of the parties regarding the applicability and weight given each of the relevant factors will be set forth during the discussion of that factor. The Statute directs the arbitrator to weigh certain factors more heavily than others when balancing the scales. Those factors shall be addressed first.

Greatest Weight-State Law or Directive Limiting Expenditures or Revenues.

Position of the District

Enrollment has steadily declined. Consequently, the District has lost revenue, as revenue is tied to the number of students attending a school in the District. It has had to cut expenditures and reduce positions. Enrollment has

dropped by 7% since 1980 and by 18% in the last decade. In the 2000-01 school year the District had a $200,000 deficit that had to be covered by dipping into its Fund 10 Balance. It also had a shortfall in 2001-02, despite making numerous cuts. Granting increases to this bargaining unit in excess of what others in the District or the comparables received is unwarranted. It is especially unwarranted in this economic environment.

Position of the Association

The picture is not that which is painted by the District. The District has not argued an inability to pay the increases sought by the Association. It has the funds. The Fund 10 Balance actually increased from 2000-01 to 02. Further, the District enrollment did not decline substantially during the two years covered by this agreement. It dropped several years before this agreement was to take effect. Unfortunately, the District did nothing to address that drop at that time. It only started cutting its budget during the last two years. What was it doing before that time? Finally, the District granted wage increases to administrative personnel during this same time period. These increases were far greater than the increases sought by either side in this case.

Discussion

The formula each side has used to calculate the difference in cost between their proposals is not the same. The District wants the Arbitrator to look at the total cost of its proposal, including fringe benefits and step increases. The Association wants the Arbitrator to look only at wages. If the Employer position were adopted, according to the District's figures, the difference in proposals is approximately $15,000. The Union says the difference using wages alone is

$11,000. The budget for 2001-2002 is approximately $20 million. Depending upon whose figures are adopted, the difference in cost for the proposals represents .07% or .05% of the total budget. Regardless of which is adopted, this is not a large percentage. It is interesting that both sides quoted this Arbitrator's Decision in Omro School District (Aides/Food Service), Decision No. 29331-A (10/6/98). In that decision, it was stated at page 6:

> The fact is that the total difference in cost that would result from the parties proposals is only a little over $15,000 for the two years is significant. This figure represents only approximately .01% of the total budget each year. The more that is involved the greater the likelihood that such an expense would impact other needs. It then follows that the impact of stated imposed limits for expenditures is not nearly as great when the funds sought by a party involve such a small percentage of the total costs.

In reviewing Omro it appears to better support the Association's argument. While the Arbitrator understands that this District is facing difficult financial times, the differences in the amounts sought are not so great as to implicate this factor in this case.

There are other facts that also persuade this Arbitrator that this factor is not in play here. The fact that the administrator's did get larger increases is relevant to this finding. It is also relevant that according to the exhibits of the Association that the Fund 10 Balance did not decrease but increased from 2001 to 2002. It went from $2.165 Million to $2.748 Million. This was occurring at a time when the fund balances in other districts were declining. The Arbitrator also notes that revenues increased during the second year that this agreement is in effect. Further, the projected enrollment in 2002-03 was only 9 students less than the prior year. It dropped from 2518 to 2509. In fact, most of the decline in enrollment occurred prior to the beginning of this

agreement. It was 2572 at the end of 2000-01, the last year of the predecessor agreement. Therefore, there is some merit to the Association contention that the time that budget cuts should have been enacted was at the peak of the decline, not at its tail end.

All of the above indicates that for the two years involved here, the picture, while not rosy is not bleak. As noted, revenues rose during the current school year. From the above, I conclude that the revenue and expenditure controls imposed by the State do not play a role in this proceeding and that this factor neither supports or weighs against either parties' proposal.

Greater Weight- Economic Conditions

Neither party has argued that this factor applies and has not introduced evidence concerning this issue. The Arbitrator has considered this factor and agrees with the parties that it is not relevant in this dispute.

Internal Comparables

There are two other non-teacher bargaining units. One unit covers the paraprofessionals and the other unit contains the maintenance and housekeeping employees. Both groups resolved their agreements for the two years in question. Both groups accepted the same $.30 per hour increase for each of the two years that is being proposed here by the District. The District argues that uniformity requires that the same increase be awarded to the employees in this unit. The District also asks the Arbitrator to consider not only the actual wage increase, but also the total cost of the monetary package

for each of the units. It has converted the dollars involved into a percentage to show that the percentage increases in total labor costs for each unit are approximately the same. It believes these figures are the relevant ones to compare. Not surprisingly, the Association disagrees. It contends that the only relevant figure to compare is the cents per hour. It states that none of the units has ever compared total costs or converted wage increases to percentages. Lastly, it argues that even if this factor supports the District, that this factor is outweighed by its argument that there is a need for these employees to catch-up to like employees in the other comparable jurisdictions.

The Arbitrator agrees with the Association that the actual wages form the best basis for comparison. The District has pointed out that health insurance costs have increased significantly over the last few years. The paraprofessionals and the housekeepers are at the low end of the pay scale. The maintenance employees are the highest. The Secretaries are below the maintenance, but above the others.[1] All employees receive the same health insurance. The District had to pay the same increase for all employees. Obviously, an employee making a lower wage is receiving a higher percentage increase in his or her total package when those increased premiums are absorbed into their total labor cost. Under the District theory, the employee could receive no actual wage increase or even lose money if total package increases were all that is compared.[2] Therefore, it is not that comparison that shall be used. I shall only consider the actual wage increase, which is the $.30 v. $.50 per hour increase.

[1] The Arbitrator is using for comparison the maximum rate for each classification.
[2] While this type of accounting is relevant by Statute for teachers, it is not applicable here and this Arbitrator has so held in the past.

Deciding to use only wage increases for comparison, as argued by the Association, does not get them out of the woods. The increases offered here by the District are the same as the increases that have already been accepted by the other two units. Therefore, this factor still favors the District. That does not mean, of course, that this single factor carries the day for the District. The Association is correct when it argues that the desire for uniformity may have to give way to other factors in certain circumstances. That is particularly true when wages, as opposed to benefits are involved. The Association cited Arbitrator Kirkman in Rock County Dec. No. 25698-A (1989). Arbitrator Kirkman was faced with an issue similar to the one raised by the Association here. The Association in that case argued that there was a need for the employees to catch-up to the wages paid by the external comparables. He stated:

> Internal comparables, however, are not the totality of the criteria which the Arbitrator must necessarily consider, because there is the statutory proviso to consider wages, hours and conditions of employment among employees performing similar services in comparable communities. There is also the traditional comparison of patterns of settlement in comparable communities, which the Arbitrator must necessarily consider, if he is to carry out the statutory directive. While the Arbitrator is mindful of all of the case law supporting the primacy of internal comparables, that is not the totality of the case law, nor do internal comparables make a prima facie case for the party whose offer falls squarely within those parameters. The Arbitrator must necessarily look to the other external comparables to determine whether the record evidence justifies breaking internal patterns of settlement under the circumstances of the case at bar. The foregoing squares with the dicta of Arbitrator Vernon in Decision No. 24319-A, which is relied on by the Employer, wherein, Arbitrator Vernon stated: "In other words, consistent internal comparisons, even though they involve dissimilar employees, should be adhered to unless the wage rates of the bargaining unit are just too far out of line. . ." Consistent with the foregoing, then, the Arbitrator will evaluate the external comparisons, both wage rate to wage rate, as well as patterns of settlement, to determine whether the 1989 wage increase for this bargaining unit in excess of the 3% internal pattern is warranted.

The question of the need for these employees' wages to come closer to the comparable average will be addressed shortly. If it is found that such a need exists, then this factor would, as Arbitrator Kirkman noted be outweighed by that need.

Cost of Living

The proposals of both parties exceed COLA. The Association's proposal exceeds it by far more than the District's. Consequently, the District proposal is preferable. The Association concedes that fact, but again points to the need for catch-up as overcoming this factor. Again, the Arbitrator agrees with them. If catch-up were justified, that would also trump this factor. Therefore, it is time to turn to that question.

External Comparables

The first task for this Arbitrator is to identify the appropriate comparables. The parties agree upon most of them. The agreed upon comparables are all part of the Bay Conference. These include Ashwaubenon, De Pere, Howard-Suamico, New London, Pulaski and Shawano-Gresham. The parties also agree that Peshtigo should be included, even though it is not part of the same conference. It is adjacent to Marinette. Arbitrator Yaffe in a case involving this District and its Paraprofessionals found all of the above Districts to be appropriate comparables. I see no reason to deviate from that finding or from the agreement of the parties. Consequently, these Districts shall be considered comparables.

There are three other Districts that the Association wants the Arbitrator to consider. The three Districts would comprise a secondary pool. One of the proposed Districts is located in Michigan. The Association wants the Menominee School District, which is adjacent to Marinette to be included. The District disagrees. It correctly points out that Menominee is not under Wisconsin Law, but Michigan Law. The rules may very well be different. There is no showing that Michigan has imposed limits like those in place in Wisconsin. The District is correct. Including Menominee would be inappropriate. They share nothing with this District and are governed by a totally different set of laws and rules. It shall not be included in the list of comparables.

The Association also wants to include as part of a secondary pool Seymour and West De Pere. Both Districts are in the Bay Athletic Conference. The difference between these Districts and those already included on the list is that the support staff for these two Districts do not belong to any labor organization. Usually, it is the Employer that seeks to include non-union employees in the list of comparables, and the Union that resists. In this case, the parties' positions are juxtaposed. There are arbitrators who have regularly expanded the pool to include non-union employers, but there are also many arbitrators that have declined to do so. This Arbitrator has consistently taken the position that only organized units should be used for comparison, unless there are plainly too few unionized districts to compare. There are seven Districts in the agreed upon pool of comparables. Most of them have settled their contracts for the two years involved here. To deviate from this Arbitrator's

previous position in this case is simply not warranted. There may be situations where, as noted, there are too few union comparables to use and expanding the pool is necessary. Arbitrator Yaffe was faced with that situation in the matter involving the paraprofessional and this District in 1995. He included the entire Bay Conference in his list of comparables, "because of labor market considerations." Given the number of comparables that are organized, and that have reached agreement on wages for these two years, such market considerations are not present here.

It is interesting and unusual that the Districts in the Bay Conference that pay the highest wages to its secretaries are the two non-union Districts. It is for this reason that the Association took the unusual position in this case of requesting that the Arbitrator consider non-union districts in making comparisons. With the inclusion of these non-organized Districts, this District's wages are farther below the norm that they are without these Districts. This Arbitrator is mindful of the Decision by Arbitrator Kirkman referenced by the Association. He stated in Kenosha Unified School District (Substitute Teachers) Decision No. 19916A, 6/8/83 at p. 4-5:

> With respect to patterns of settlement, the undersigned concludes that patterns of settlement can only be established in a bargaining relationship and, consequently, for the purposes of comparing patterns of settlement, the undersigned will consider only those districts among the Zeidler-8 which bargain collectively with their substitute teachers. With respect to actual wages paid, however, the undersigned concludes that all of the Zeidler-8 are proper comparables, irrespective of whether employers within the Zeidler-8 bargain collectively with their substitute teachers. Id., p. 4.

Arbitrator Kirkman indicated that for wage comparison purposes, it is appropriate to look to non-union as well as unionized districts. This Arbitrator

unfortunately cannot in good conscience follow the above example. It is unclear why the two Districts pay as much as they do. The District contends these Districts pay more to keep Union's out. There is probably truth to that. However, why they pay more is not relevant. Neither is the fact that they pay more. Regardless of whether they pay more or less than others, the fact remains that the wages of the employees in those Districts have been unilaterally set and are not the product of negotiations. It is for this reason, that Arbitrators, like this one, have been disinclined in the past to consider the wages paid by non-union districts to their employees. If they are going to be excluded when the wages are low, they must also be excluded when they are high. Consistency requires no less. The rationale for inclusion or exclusion does not change based upon where the non-union districts rank when compared with the employer in question. Therefore, this Arbitrator must reject the Association request to add Seymour and West De Pere as a secondary pool.

Wage Comparison

There are two secretary classifications covered by this agreement. There is a Secretary I and Secretary II. All seven of the comparable districts settled their agreement for the years 2001-02.[3] The average wage increase for Secretary I was $.32. The increase for Secretary II was $.27. In 2002—03 the average increase was either $.32 or $.35 depending upon which offer is accepted in the Districts that are unsettled.[4] The District here has proposed a $.30 increase and the Association seeks a $.50 increase. It is clear that when using a simple

[3] In actuality, not all are settled on all items. However, wages are not in issue in those that are not settled. Both parties are asking for the same wage increases.
[4] The figures have been taken from Employer Exhibits 22 and 23.

comparison, the wage proposal of the District is closer to the average and, therefore, preferable.

The Association concedes that its proposal exceeds the average. However, it contends that there is a strong need for catch-up. It believes that the wages paid to the secretaries is well below the average and that they need to be moved closer to that average. The District contends there is no such need and that the burden is upon the Association to justify its request. A burden it feels that has not been met.

The Employer included a chart in its brief that shall be incorporated here. It details the average wage in each classification in 2000-01 and then the average for the two years covered by this agreement.

Level I – Secretary, Office of the Director of Student Services

	2000-01	**Rank**		**2001-02**	**Rank**		**2002-03**	**Rank**
Marinette	$11.60	5 of 9	ER	$11.90	5 of 9	ER	$12.20	4 of 9
			UN	$12.10	4 of 9	UN	$12.60	4 of 9
Average		**$11.73**			**$12.05**			**$12.38**
+/- Average	- $.13		ER	- $.15		ER	- $.18	
			UN	+$.05		UN	+ $.22	

Level I – Secretary, Office of High School/Middle School

	2000-01	**Rank**		**2001-02**	**Rank**		**2002-03**	**Rank**
Marinette	$11.60	6 of 9	ER	$11.90	6 of 9	ER	$12.20	5 of 9
			UN	$12.10	4 of 9	UN	$12.60	4 of 9
Average		**$12.03**			**$12.30**			**$12.63**
+/- Average	- $.43		ER	- $.40		ER	- $.43	
			UN	- $.20		UN	+ $.03	

Level I – Secretary, Attendance, Guidance, Student Services, H.S. Office

	2000-01	Rank		2001-02	Rank		2002-03	Rank
Marinette	$10.90	6 of 9	ER	$11.20	6 of 9	ER	$11.50	5 of 9
			UN	$11.40	4 of 9	UN	$11.90	4 of 9
Average		**$11.07**			**$11.32**			**$11.67**
+/- Average	- $.17		ER	- $.12		ER	- $.17	
			UN	+$.08		UN	+ $.23	

Level I – Secretary, Elementary Principal

	2000-01	Rank		2001-02	Rank		2002-03	Rank
Marinette	$11.60	7 of 8	ER	$11.90	7 of 8	ER	$12.20	6 of 8
			UN	$12.10	5 of 8	UN	$12.60	5 of 8
Average		**$11.35**			**$11.59**			**$11.94**
+/- Average	- $.45		ER	- $.39		ER	- $.44	
			UN	- $.19		UN	- $.04	

The District did not provide a similar chart for Secretary II. However, a review of the exhibits showed that the difference between this District and the average for a Secretary II was almost exactly the same at the end of the two years as it was at the beginning. The rank among the nine moves up one. It passes Peshtigo. The rate could also tie New London, depending upon which parties' proposal in that District is eventually adopted for 2002-03.

The Association used a different chart. That chart showed the following:

Marinette Secretaries Comparison - District Offer $.30 and Union Comparables						
Year	2000-2001		2001-02		2002-03	
	Min.	Max.	Min.	Max.	Min.	Max.
Union's Comparable Avg.	10.44	11.91	10.29	11.86	10.37	12.13
Secretary Level 1	9.70	11.60	10.00	11.90	10.30	12.20
Secretary Level 2	9.00	10.90	9.30	11.20	9.60	11.50
Difference Between Marinette Secretaries and Union Comparable Average						
Secretary Level 1	- 0.74	- 0.31	- 0.29	0.04	- 0.07	0.07
Secretary Level 2	- 1.44	- 1.01	- 0.99	- 0.65	- 0.77	- 0.63
Difference Between Marinette Secretaries and All Settled Bay Conference Average						
Secretary Level 1	- 0.88	- 0.42	- 0.37	- 0.02	- 0.19	- 0.08
Secretary Level 2	- 1.58	- 1.12	- 1.07	- 0.72	- 0.89	- 0.78
Difference Between Marinette Secretaries and Unorganized Districts' Average						
Secretary Level 1	- 1.40	- 1.07	- 1.44	- 1.16	- 1.47	- 1.21
Secretary Level 2	- 2.10	- 1.77	- 2.14	- 1.86	- 2.17	- 1.91

[Union: Wage *Comparisons; Costing*, pg. 1]; (ER EX 22-25)

The Employer in its Reply Brief included a chart based upon the Union chart that showed that the District gained even more under its proposal than its initial chart showed. This Arbitrator finds that neither the chart in the

Association's brief nor the chart in the District's reply brief, are as accurate as the chart in the Employer's initial brief. The Association in calculating the average of the comparables included those Districts that have been rejected by the Arbitrator. It is, therefore, skewed. To repeat that process and rely on the chart used in the reply brief, which was based upon those calculations would compound that error. Therefore, it is only the original chart from the Employer's brief and the exhibits that have been considered and utilized by this Arbitrator for comparison purposes.

The exhibits and charts that have been examined and found relevant by this Arbitrator indicate that the status quo has been virtually maintained under the Employer's proposal for most employees. The question then to decide is where the employees in a unit remain below the average of the comparables is there a basis for catch-up even when the disparity remains constant for the term of the contract? Arbitrator Oestreicher was faced with a similar issue. He stated:

> WAGE OFFERS – The Union argument that the parties have agreed upon 3% across the board increases and only the size of the "catch up" wage increase is at issue is inaccurate. If that was the issue, the undersigned would simply find that the record does not support the need for a catch up wage increase. The reason for that observation would be the arbitral criteria that where the parties have negotiated wage levels over a period of time, the burden is upon the Union to show circumstances that warrant a catch up. Unions have customarily argued a deterioration of their comparative wage rankings under the current wage offer to justify the need for a catch up wage increase. The Union has not presented evidence that either circumstance exists in this case. Arbitrators have also found the need for catch up exists where there is a substantial difference between the wages received by the employees in arbitration and average wage levels received by comparable employees. The fact that wages in Chippewa County would continue in the neighborhood of 4% below the comparable averages under the Employer's offer does not approach the "substantial difference" test. *Chippewa County (Highway)*, Dec. No. 29984-A (4/26/01)

In this case, the employees in this District are 1% lower for Secretary I and 3% lower for Secretary II. While they are behind, they are not substantially behind. What is more important is that they have not lost ground. In fact, over the years since they became organized, they have actually gained ground. If the facts had shown that over the years, the employees here received a little less each year than what everyone else received that would be different. Catch-up would be called for under those circumstances to rectify that past history. Employees in that situation would no longer be where they used to be in relation to the others. That just is not what has occurred here. To the contrary, these employees have not lost ground relative to their compatriots. While it is true that they do not continue to close the gap under this contract, that fact alone is not enough to justify a larger increase. They do not need to gain in every contract.

Arbitrator Michelstetter rejected an Association's request for catch-up in a similar situation. He noted:

> The Employer's historic ranking argument has substantial merit. The Union proposes to "catch-up" unit employees to the average of the comparability group. The party who proposes a "catch-up" increase bears the burden of establishing that the increase is appropriate. The evidence indicates that this unit has historically had the same relative ranking it now has with the comparability group. Further, that evidence indicates that for many years, the difference between the maximum wage rate in this unit and the average of the maximum wage rate in the comparability group has been between $.52 and $.61 more than the maximum here. [This appears to be without longevity.] The Union has not shown any reason why this unit should necessarily be immediately moved to the "average" of the wage rates in the comparison group… The comparisons also show the Employer's offer is closer to maintaining the actual dollar amount of the differential between the Employer's wage rates and the average wage rates.

As was true in that case, the Association has not met its burden of proof in this case. It has not demonstrated a present need for catch-up.

Based upon all of the above, a comparison of the wages in this District with those paid in comparable Districts favors the District's proposal.

Other Factors

The Association has one further reason it believes a greater increase is warranted. Several witnesses testified that with the reduction in staff caused by the budget cuts came an increase in duties and responsibilities. A Principal position was eliminated at the Elementary School Level. Some Principals now have to cover two schools. Consequently, they are only at each school part of the day or week. The Secretary is the one who has to field the inquiries in the Principal's absence. At the Middle Schools and High Schools, the hours of some secretaries were reduced thereby increasing the workload for all the secretaries in those schools. The Association also asks the Arbitrator to note that the secretaries' duties have increased for other reasons, such as the moving of the administrative office.

Several secretaries prepared job descriptions and offered them into evidence in an attempt to show what they actually do during the day. These were not the official job descriptions and were not shown or discussed with the Administration. They differ from the official job descriptions. This Arbitrator has no doubt that the employees clearly know what they do and how much time they spend doing it. If things have indeed changed, this should be discussed with the District and their job descriptions modified to reflect the

duties actually performed. They maybe entitled to more money when that is done. In this proceeding, however, the Arbitrator is not satisfied that the evidence presented is sufficient to justify the additional $.20 per hour that is sought. Arbitrator Reynolds in City of Green Bay Community Health Nurses, Decision No. 27141-A (4/16/93):

> The Union has attempted to show how their job has changed over the years because of vena draws, but it is not supported by hard data. Most jobs change over the years and the Union brought in a witness who gave useful testimony regarding how job change may act as a justification for changes in pay. But the evidence presented by the Union did not adequately support that position.
>
> The problem is that there is no data here that indicates how the nature of the job has changed since the function became required. Although figures for a short period may not be useful, surely there must be a way to indicate whether or not there has been an increase over a long period. Year-to-year data would be helpful and might well justify an alteration in compensation. Such data was not presented in this matter.

That same deficiency is present here. The Arbitrator does not know if any change in duties that may have occurred is the normal product of evolution over the years, or demonstrates a more drastic change. Furthermore, it is unknown how much additional pay would be warranted if there has been more than the normal evolution of duties. The Association has requested $.20 more than the other units and the comparables. The fact that the comparables pay more does not mean that the secretaries in the comparables are doing the same things that these secretaries claim they are now doing. How do the duties that are performed elsewhere compare to the duties here? It is unclear. Are these secretaries now required to perform duties requiring greater skills than when the wage for the job was originally set? That is also unclear. It may very well be that the duties of these secretaries have truly evolved to the extent that

more pay is warranted. Unfortunately, this record does not carry the burden of proving that to be so, or showing how much more pay is warranted, or whether the additional $.20 is the correct amount, if more is needed. The burden is on the Association. It has not met that burden in this proceeding. It will have to wait for another day and more data to prove the need for more.

Summary

The parties cited a significant number of prior awards in their briefs. While those awards are not binding upon this Arbitrator, they are instructive. For that reason, many of the quotes cited in the parties' briefs have been incorporated here. They help illustrate why the position of a party has been adopted and why other arbitrators have also found that to be the case.

Many factors are not applicable in this case. Those that are favor the District. External and Internal comparables support the District. COLA supports the District. A need for catch-up has not been shown. Therefore, the District proposal is preferable.

AWARD

The District offer together with the tentative agreements is adopted, as the Agreement of the parties.

Dated: January 2, 2003

Fredric R. Dichter,
Arbitrator