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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

In the Matter of the Arbitration :
of a Dispute Between :
WONEWOC EDUCATION ASSOCIATION :
and : AWARD AND OPINION
WONEWOC BOARD OF EDUCATION, : Decision No. 16774-A
SCHOOL DISTRICT OF WONEWOC :
AND UNION CENTER :

Case No. V
No. 23882 MED/ARB-281

Hearing Date April 2, 1979

Appearances:

For the Association MR. THOMAS C. BINA,
Executive Director

For the School Board MR. OSCAR PYNNONEN
Superintendent

Arbitrator ROBERT J. MUELLER

Date of Award June 20, 1979

BACKGROUND

A decision dated January 19, 1979, the Wisconsin Employment Relations Commission found that the above named parties had reached an impasse with respect to negotiations leading toward a new Collective Bargaining Agreement within the meaning of Section 111.70(4)(cm)6 of the Municipal Employment Relations Act and ordered that Mediation-Arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse. By Order dated January 31, 1979, the undersigned was appointed to serve as mediator-arbitrator to endeavor to mediate and/or arbitrate the dispute pursuant to the Wisconsin Statutes. Under date of February 9, 1979, the Wisconsin Employment Relations Commission submitted a notice to the undersigned that a timely petition had been filed with the Commission by at least five citizens within the jurisdiction served by the Employer, which petition requested that a public hearing be held for the purposes noted in Section 111.70(4)(cm)6.b. of the statutes. Pursuant to said petition, a public hearing was scheduled and held at the Wonewoc-Center High School, Wonewoc, Wisconsin, commencing at 7:00 P.M. on February 20, 1979. At the conclusion of such public hearing, mediation efforts were extended and efforts were made to settle the dispute existing between the parties. Mediation efforts proved unsuccessful and the mediator-arbitrator thereafter served notice of intent to arbitrate upon the parties in writing under date of March 1, 1979 and therein afforded the parties the opportunity to withdraw their respective final offers or submit any modifications thereof not later than 12:00 o'clock noon, March 10, 1979. Neither party withdrew their final offer and neither party submitted any proposed

modifications thereto to which the opposing party consented.

The matter then came on for hearing in arbitration on April 2, 1979 at which time the parties were present and were afforded full opportunity to present such evidence, testimony and arguments as they deemed relevant. Post-hearing briefs were exchanged through the mediator-arbitrator on April 20, 1979.

THE FINAL OFFERS

Final Offer of Wonewoc-Center Education Association

1. Salary Schedule

"The W-CEA proposes the addition of the following language to the present contract:

Lanes in the salary schedule.

BA base	9300	14 steps at \$290
BA + 6	9450	14 steps at \$290
BA + 12	9600	14 steps at \$290
BA + 18	9750	14 steps at \$290
BA + 24	9900	14 steps at \$290
MA	10,050	14 steps at \$290
MA + 6	10,200	14 steps at \$290
MA + 12	10,350	14 steps at \$290

"All graduate credits in education or other areas related to instruction shall be approved for lanes beyond the Bachelor's and Master's degrees."

2. Pay for Credits

"12. The W-CEA proposes the addition of the following underlined phrase to present contract language:

"At the completion of on campus summer courses and extension courses, teachers will receive \$40 per credit for non-graduate credits or graduate credits not meeting lane requirements for lane advancement. The total number of credits to be reimbursed is not to exceed 8 credits in any five year period. The school Administrator must approve reimbursement at \$40 per credit before a teacher enrolls in a credit course. Even though a course is not approved for reimbursement, it may still meet the six credit, 5 year requirement providing it has met the approval as stated in item 10. Reimbursement will be made by separate check. Payment for credit reimbursement shall be made only once during each 5 year period. (Underlining denotes change)

3. STRS

"21. The W-CEA proposes the substitution of the following language in the present contract:

"The board shall contribute five percent (5%) of the employee's share of STRS, the total contribution not to exceed \$500.

4. Extra Duty Pay

"The W-CEA proposes the substitution of the following language:

"Item #21 - Extra-Duty Pay

"Additional payment schedule for coaching will be as follows:

Head Coach, Football	--\$650 (plus \$100 for pre-season)
Assistant Coach, Football	--\$475 (plus \$50 for pre-season)
JV Coach, Football	--\$450 (plus \$50 for pre-season)
JV Assistant Coach, Football	--\$400
Head Coach, Basketball (both)	--\$750
Assistant Coach, Basketball	--\$550
Frosh. Coach, Basketball	--\$300
Jr. High Coach, Basketball	--\$250
7th Grade Coach, Basketball	--\$250
Track Coach	--\$500
Golf Coach	--\$300
Baseball Coach	--\$500
Girls' Softball	--\$350
Girls' Volleyball	--\$400

"Additional payment for extra duties will be as follows:

Athletic Director	--\$100
Freshman Advisor	--\$ 75
Sophomore Advisor	--\$ 75
Junior Advisor	--\$150
Senior Advisor	--\$150
Play Director	--\$250 per play (combination Jr. and Sr. Class play)
Forensics Director	--\$150
Annual Advisor	--\$250
Pep Band Director	--\$200
Student Council and Honor Society Advisor	--\$100
FHA Advisor	--\$200
Cheerleader Advisor	--\$ 50

5. Fair Share

"ARTICLE IX. The W-CEA proposes the substitution of the following language:

"FAIR SHARE AGREEMENT

"The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and bylaws. No employee shall be denied Association membership because of race, creed, color, sex, handicap or age.

"The employer agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school it will deduct from the monthly earnings of all employees in the collective bargaining unit an amount of money equivalent to the monthly dues certified by the Association as the current dues uniformly required of all members, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made.

"Changes in the amount of dues to be deducted shall be certified by the Association _____ days before the effective date of the change.

"The employer will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

Save Harmless Clause

"The Wonewoc-Center Education Association and the WEAC do hereby indemnify and shall save the Wonewoc-Center Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list or certificates which have been furnished to the Board pursuant to this article, provided that any such claims, demands, suits, or other forms of liability shall be under the exclusive control of the WEAC and its attorneys.

"This language is effective at any time that a fair share agreement is included voluntarily or by direction of an arbitrator into a contract between the Wonewoc-Center Board of Education and the Wonewoc Center Education Association.

Final Offer of Wonewoc-Center Board of Education

"SALARY SCHEDULE 1978-79

<u>Yrs.</u>	<u>BS</u>	<u>BS + 12</u>	<u>BS + 24</u>	<u>MS</u>
0	9300	9550	9800	10050
1	9580	9830	10080	10330
2	9860	10110	10360	10610
3	10140	10390	10640	10890
4	10420	10670	10920	11170
5	10700	10950	11200	11450
6	10980	11230	11480	11730
7	11260	11510	11760	12010
8	11540	11790	12040	12290

"3. STRS

"21. The district will contribute \$470 toward the employee's share of S.T.R.S."

"4. Extra Duty Pay

"4. Additional payment schedule for coaching to be:

Head coach--football--\$650 (plus \$200 pre-season)
Ass't Coach--football--\$475 (plus \$100 pre-season)
JV Coach--football--\$450 (plus \$100 pre-season)
JV Ass't Coach--football--\$300
Head Coach--basketball--boys and girls--\$750
Ass't Coach--basketball--\$450
Freshmen Coach--basketball--\$275
Junior high coach--basketball--\$250
Seventh grade coach--basketball--\$175
Volleyball coach--\$425
Girls softball coach--\$225
Track Coach--\$400
Golf Coach--\$225
Baseball Coach -- \$400

"5. Fair Share

The Board proposes that the contract contain no fair share provision.

DISCUSSION

The parties were in basic agreement concerning the approximate monetary difference between the Board offer and the Association offer. Such monetary difference was shown to be in the amount of \$5,968.00. Such computation by the parties did not indicate that it included any computation concerning any additional cost that might be attributable to the difference in the two parties' proposals on the issue of pay for credits. In the absence of any such data on that issue, the arbitrator will assume that any additional cost would be minimal.

One of the basic differences between the parties' positions concerns the question of which other schools are most appropriate for comparison purposes. The Board directed its evidence, exhibits and arguments primarily at those schools who are members of the Scenic Central Athletic Conference which Wonewoc-Center is a member. The Association presented into evidence three sets of comparables, being that of the Scenic Central Athletic Conference, those schools within a 35-mile geographic radius, and those schools who are within CESA No. 12.

In its brief, the Association sets forth its rationale and argument in support of its position that the 35-mile geographic radius group of schools constitutes the most appropriate group to which comparisons should be made as follows:

"Of the three sets of comparables presented at the hearing, the Union feels the most significant is the schools within the 35-mile geographic radius of Wonewoc. The rationale for this position is that the geographic proximity tends to make those schools related in the following fashion. First, the relative land values should be approximately the same. The value of the land does not increase or decrease because of some

arbitrarily drawn school district boundary. Second, because of the geographic proximity, there is an economic interchange. People can shop in the neighboring towns and undoubtedly do. There is social interchange between the residents because of their proximity. There are, in fact, teachers in this unit who live in these neighboring communities. Mr. Vriesacker testified that he lives in Reedsburg and teaches in Wonewoc. There is more likely to be a similar ethnic and cultural heritage with the grouping of schools that are contiguous.

"The relative sizes of the schools are about the same as the size spread the District uses in its collection of exhibits, with the lowest student enrollment of 399 students at LaFarge to a high of a little over 2,600 students at Baraboo. In addition, the 35-mile radius encompasses 10 of the 15 schools of the athletic conference. They are Necedah, New Lisbon, Norwalk-Ontario, Cashton, Elroy-Kendall-Wilton, Hillsboro, Kickapoo, Wonewoc, Weston, Ithaca and LaFarge."

For purposes of comparison as to the extra duty pay issue, particularly as it effects coaches, the Association states that the Athletic Conference would also be considered by the Association as being of particular relevance to those conference schools within the Athletic Conference.

The documentation presented by the Board in this case was directed solely toward those schools in the Athletic Conference from whom they had obtained information relative to the terms of the 1978-1979 school year. The Board's exhibits contained information and data of 13 of the member schools in such conference, including Wonewoc-Center. The Association's exhibits contained information concerning 15 of such member schools, including Wonewoc-Center.

The Association submitted the following chart as drawn from their exhibit submitted at the hearing, intending to show the relative ranking of Wonewoc-Center at the various steps of the salary schedule based on the 1977-78 salary schedules among 14 of the schools who were members of the Athletic Conference based solely on the salary schedules, but excluding all other fringe benefits at each school. Such chart shows the following:

"Chart 5 --
"Scenic Central Salary Ranking

	<u>1977-78</u>	<u>Board 1978-79</u>	<u>Assoc. 1978-79</u>
BA Base	7	11	11
BA Maximum	6	7	6
MA Base	4	10	10
MA Maximum	9	10	10
Schedule Maximum	9	10	8"

The Association also presented in their brief a chart showing the dollar differential as either being above or below the average of those same conference schools. Such chart is as follows:

"Chart 6
"Scenic Central Dollar Differential"

	<u>1977-78</u>	<u>Board 1978-79</u>	<u>Assoc. 1978-79</u>
BA Base	- 5	- 87	- 87
BA Maximum	+339	+ 76	+236
MA Base	+143	- 27	- 27
MA Maximum	- 18	-327	-197
Schedule Maximum	- 92	-464	- 24"

The Association presented the same type computation in two other charts but included in addition to the salary schedules, STRS and the cost of family health insurance. Such two charts reveal the respective comparative ranking and the dollar differential as between the Board proposal and the Association proposal as follows:

"Chart 7
"Scenic Central Salary and Fringes Ranking"

	<u>1977-78</u>	<u>Board 1978-79</u>	<u>Assoc. 1978-79</u>
BA Base	7	8	9
BA Maximum	7	9	7
MA Base	4	7	7
MA Maximum	9	11	8
Schedule Maximum	9	11	9

"Chart 8
"Scenic Central Dollar Differential"

	<u>1977-78</u>	<u>Board 1978-79</u>	<u>Assoc. 1978-79</u>
BA Base	- 29	- 17	- 22
BA Maximum	+135	- 58	+112
MA Base	+ 99	+ 39	+ 49
MA Maximum	-279	-536	-366
Schedule Maximum	-388	-644	-174"

On the basis of the comparative charts of wages only, if one computed an average of the differential as shown of the five levels studied, one would find that in 1977-78, Wonewoc-Center averaged \$73.00 above the average level of the other conference schools. By applying such same computation to the Board proposal for 1978-79 and the Association proposal for 1978-79, one finds that the Board proposal would result in the average of such five levels being reduced to where it is \$166.00 below the average of the other conference schools, while the Association proposal would result in such average being reduced to an average of \$19.00 below the average of the conference schools.

Applying such same application to the chart which includes the fringe benefits of STRS and insurance, one finds that the average at the five levels surveyed of the conference schools for 1977-78 would place Wonewoc-Center at \$92.00 on an average, below the average of the other conference schools. The Board offer would result in such average being \$243.00 below the conference average while the Association proposal would result in an average

at \$80.00 below the conference average.

From such evaluation, it is seen that the proposals of both parties would serve to reduce the relative ranking of Wonewoc-Center with those other conference schools to which comparison is made. The Board's proposal would effectuate a substantially greater reduction in the comparative ranking as compared to the Association proposal.

Such data raises a number of questions. First, are there any significant factors and considerations existent that would require or justify a reduction in the relative ranking of Wonewoc-Center as compared to such other conference schools? Secondly, if such factors and/or considerations are present, to what level of reduced comparative standing do they support?

The Board presented several exhibits dealing with the relative standing of Wonewoc-Center compared to neighboring schools with respect to the amount of State aid for education received by such other schools in relationship to the total teachers' salaries paid and the amount of taxes imposed and paid by local residents. They also presented data showing the school tax rate for the 1977-78 school year, the enrollment, per student costs, and percent of educational budget paid by State aids. In addition, the Board argued that Wonewoc-Center is faced with a unique situation in that there exists a large parochial elementary school which cuts into the State aids that would otherwise be received by the Board, a problem which the other schools presumably do not have. They pointed out that such private school takes approximately 125 elementary school students from the school district and that as a result, it has a substantial impact on the school aid formula. The Board pointed out that the School District employs approximately 32 teachers with a current enrollment of approximately 568 students.

The Board exhibit revealed that in 1977-78, the tax rate for Wonewoc-Center School was 11.29 with a per student cost of \$1,467.40. Examination of such exhibit reveals that of the nine school districts shown on the exhibit, one district had a lower school tax rate of 11.19, whereas all others were higher. With respect to the per student cost, such exhibit reveals that Wonewoc-Center district carried the lowest per pupil cost. With respect to State aids, such exhibit revealed that the District received State aids at a rate of 33.7 percent. The School District of Necedah received State aids of 28.1 percent, which was the lowest of the nine districts surveyed. The highest in school aids was that of Elroy at 57.7 percent.

It is extremely difficult to evaluate such data as it relates to the issue of considering which is the more reasonable offer in this case. In the first instance, such data involves the school year of 1977-78. It would seem that such data has a direct relationship to the level of payment received by teachers and the level of the school budget that existed in 1977-78. In order to then evaluate the two proposals it would seem that one should then have either a formula to interpolate the impact of the proposals so that the per student cost, tax rate and State aid figures could be established, or to have such factors and amounts before one so as to evaluate the respective impact of the offers thereon. No exhibits or information has been furnished so as to enable the undersigned to make or review the impact of the offers from that standpoint.

It would seem that if there existed some intervening factors that would cause a substantial shift in the burden of education in the District upon the taxpayers through a substantial increase in per student cost or by virtue of a substantial reduction in State aid from 1977-78 to the current year under consideration of 1978-79, one would have before them a substantial factor to be considered and one that could be specifically applied to application of the two proposals. The evidence and record presented herein do not indicate any substantial or material change that would indicate the existence of any such substantial shift in burden from one source to another from that shown to have existed in 1977-78. As such, the record and evidence therefore does not establish the existence of any changed factors or considerations as being in existence during the year 1978-79 that would tend to support a level of settlement that would substantially reduce the comparative standing of the District from its comparative standing of 1977-78 among those schools to which comparisons by both parties have been made.

In the considered judgment of the arbitrator, on the basis of the above evaluation of the respective final offers of the parties as they pertain to the wage schedule and STRS, and by virtue of application of the evidentiary material presented by both parties herein and review of such evidence in conjunction with the statutory factors prescribed, that the proposal by the Association is the more reasonable.

The arbitrator omits discussion of the data and evidence submitted by the Association with respect to a comparison of the District to those school districts comprised in the geographical area of a 35-mile radius in the interest of brevity. Suffice it to say, that an evaluation of such data serves to establish an even more favorable position for the final offer of the Association.

The difference in the impact of the parties' offers on the pay for credit issue was not argued and data was not presented thereon by either party and the arbitrator is therefore unable to make any finding with respect to such issue. On the basis of such facts, the undersigned must presume that the impact thereof is minimal and of no major concern by either party.

With regard to the STRS issue, the Board's proposal contains a maximum of \$470.00 as a contribution. The Association proposal provides for a maximum of \$500.00. Such differential is not major and based on the exhibits presented by the Association with respect to those schools in the Scenic Central Athletic Conference, the Board's proposal would result in Wonewoc-Center School District paying STRS at an average that is \$75.00 below the schools in the conference and the Association's offer would also be below the conference average in the amount of \$63.00. On the basis of such comparison, it would appear that the Association offer is the more reasonable.

for those athletic activities to a level which they contend is more comparable to those same type activities in other conference schools.

In evaluating the differences between the two proposals, the arbitrator is unable to determine therefrom any particular area or difference that is of such significance as to render either proposal the more reasonable. In the judgment of the arbitrator, either proposal is reasonable. The Board's proposal, while based more upon subjective evaluation and priorities as established by the Board, constitutes a reasonable proposal. The Association proposal lists more activities for which extra duty pay would be payable, and appears to be based on a more objective comparison to that level of payment afforded similar extra duty activities among those other conference schools to which comparison is made. If one were to determine a more favorable position, it would be that the Association proposal would possess but only a slightly favorable position for the sole reason that it appears to be based more on an objective and comparative basis and for that reason would be ever so slightly favored.

With respect to the final issue of fair share, the Board drew comparison to those schools in CESA 12, CESA 11 and in the Athletic Conference. Based on the data furnished by the Board, which involved 1977-78 data, the Board pointed out that in CESA 12, only 5 of 23 schools have fair share. Wonewoc-Center is one of the schools in CESA 12. In CESA 11, 6 schools have fair share and 18 do not. In CESA 11, the Board pointed out that those schools that are closer to LaCrosse have fair share and that the schools that are in the outlying areas do not. Based on the 1977-78 data supplied involving the Scenic Central Conference, the Board pointed out that one school had fair share and 13 did not. In the 1978-79 contracts, they contend that two have fair share presumably resulting from negotiations, one has fair share as a result of an arbitration award, and the rest do not have fair share.

The Board contends that under the case of Abood vs. Detroit Board of Education, 431 US 209, 52 L.ed 2d 261 (1977) a number of legal questions are raised which raises concern about the lawful authority of the Board to enter into a fair share agreement.

The Board also contends that under fair share, individual teachers are deprived of their freedom of choice and are required to contribute to a matter over which they have no choice and to a cause to which they strenuously object.

The Board also argued that Wonewoc-Center School is located in a small town rural area where Union security provisions are relatively rare and do not exist in but only a very few areas. They contend that Union security provisions are generally not found even in those private employer-employee relationships existing in the area.

The Association presented evidence and exhibits with respect to such issue which included data showing the number of teachers in the bargaining unit at each of the Scenic Central Conference Schools, the number of members of the Association in each of such schools, and the percentage which such membership represented. They also presented data showing the existence or non-existence of fair share in those schools within a 35-mile radius and the status of fair share in those schools comprising the CESA District No. 12.

In the CESA 12 area, the Association exhibit lists 23 schools. For the 1978-79 contract, they contend that 7 schools have fair

share and that four of the member schools are pursuing the issue of fair share through mediation-arbitration.

With respect to the fair share data supplied concerning the schools within a 35-mile radius for the school years 1978-79, the Association exhibit indicates that 10 schools have fair share and 11 schools do not.

The Association exhibit entered involving the Scenic Central Conference for the school year 1978-79 indicates that three of the 15 listed schools have fair share. Such exhibit also indicates that ~~two~~ of the listed schools where fair share is not contained in the contract, 100 percent of the employees are members of the Association. Such exhibit further indicates that of the remaining schools that do not have fair share and where membership is less than 100 percent, excluding Wonewoc, that the membership in the Association ranges from a low of 85 percent to a high of 95 percent of all employees being members of the Association. Such exhibit indicates that at Wonewoc-Center, of 34 full-time equivalent teachers, 21 are members of the Association yielding a percentage of 62 percent being members thereof.

The issue of fair share is frequently a subjective and emotional item between the parties. It is clearly that type of an issue in this case. While such considerations are clearly present in this case, they are not the type considerations referred to either directly or indirectly as factors to be considered by a mediator-arbitrator in this type proceeding. The obligation of the undersigned is to choose from an objective evaluation as to which position of the parties is the more reasonable on that issue and then weigh and balance such finding with all other issues and findings thereon as a whole so as to arrive at a decision as to which offer based on the total final offer of each party, is the more reasonable.

In the first instance, one must recognize that the Wisconsin legislature has specifically provided that fair share is a proper and legitimate matter over which parties may negotiate and which may be included within a collective bargaining agreement. With such fact in mind, it would then follow that the matter of fair share must be considered from a neutral starting point, with there being no presumptions either way as to whether it be good or bad.

The Board raises questions with respect to a comparative analysis as to which schools have fair share provisions and which do not. In the judgment of the undersigned, such type comparative analysis does not have meaning with respect to this type issue similar to that utilized concerning wages, fringe benefits and the like. The reason for rejecting such type comparison as being meaningful, rests in the fact that when such statute was first enacted, no contract contained fair share. If one were to then use such comparative analysis as being meaningful, unless some parties actually negotiated a fair share provision into their agreement, none would ever be granted nor included in a labor agreement to the end of time. In the judgment of the undersigned, such comparative consideration is therefore of but minimal value.

The more basic factors that should be properly considered, in the judgment of the undersigned, concerns the relative value of such provision to one party as opposed to the comparable relative

burden which the inclusion of such provision would impose upon the other. In conjunction with that basic consideration, the undersigned is of the judgment that recognition should be given to the democratic principle under which our government is predicated, being that of majority rule. Basically, where a majority of those persons effected are in favor of a particular proposition, the will of the majority should prevail. Such principle pervades all aspects of one's life in this United States.

Addressing the evidentiary materials and arguments then presented in this case, one finds that the Association has shown through its exhibits, that 21 of the approximately 34 full-time equivalent teachers at Wonewoc-Center are members of the Association. Such number constitutes 62 percent of the total bargaining unit employees. Sixty-two percent is more than a majority. Such fact creates a clear indication that a majority of the employees within the bargaining unit through their designated representative whose request for fair share has been presented in collective bargaining negotiations, desire that fair share be included in the labor contract. Such will of the majority indication, in the judgment of the arbitrator, is entitled to recognition and consideration consistent with the democratic principle of majority rule.

The opposing considerations advanced by the Board, other than those comparative figures which the undersigned has hereinabove discussed and dismissed as being worthy of very little consideration, concerns the legal questions growing out of the Abood case, supra. It is true that such case did raise a number of legal questions that will undoubtedly be persued through various courts and tribunals for further definitive answers. Many of the concerns and questions raised in that case are presently under consideration in a case before the Wisconsin Employment Relations Commission wherein a number of those questions will undoubtedly be clarified and resolved. While not unmindful of the fact that there do exist a number of legal questions and legal uncertainties with respect to the fair share issue, the arbitrator is of the judgment that resolution of those questions and concerns are best to be left for resolution to the proper administrative tribunals and courts. The legal considerations therefore involved, while worthy of some consideration, are not deemed to be of such significant consideration so as to prevail over the opposing consideration of the majority rule consideration above discussed and as shown by the Association exhibit to be the fact in this case.

In summary of the conclusions and judgments reached on the discussion of the individual issues and taking the total final offer of each party thereof and considering such total final offers under the statutory factors and applying the evidence and arguments advanced by the parties, it is the considered judgment of the undersigned, that the final offer of the Association in this case is the more reasonable.

In application of the statutory factors to the merits of this case, the arbitrator finds that the interest and welfare of the public would be best served by the Association proposal. As discussed above, an evaluation of the two proposals from a monetary standpoint reveals a monetary difference of approximately \$6,000.00. The Board's proposal constitutes a 6.6 percent increase while the Association proposal constitutes a 7.8 percent increase. On the basis of the budgetary data presented by both parties, it does not appear that the Association proposal would pose any undue financial hardship upon the District. The evidence would indicate that the District does have the financial ability to meet the cost of such proposal.

In addition to the comparative analysis above discussed, which favors the Association proposal, the arbitrator is of the judgment that the additional credit lanes that are encompassed within the Association proposal and the step increments proposed which are \$10.00 higher per step than that of the Board, serves to better meet the interests and welfare of the parties involved. The evidence revealed that for the most part, the teachers at Wonewoc-Center are of generally longer tenure than those staffs at most other schools. As such, such additional features of the Association proposal would serve to more equitably recognize such longer tenured teachers.

When one also applies the cost of living factor to the two offers, one finds that the cost of living increase for the period involved was 7.9 percent. On the basis of such cost of living consideration, it would then appear that the Association offer is more appropriate from that standpoint.

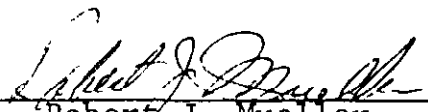
On the basis of the above total review of the two final offers as submitted by each party, it is the considered judgment of the undersigned that the final offer of the Association is the more reasonable.

It therefore follows from the above facts and discussion thereon, that the undersigned renders the following decision and

AWARD

That the final offer of the Wonewoc Education Association be awarded and the parties are directed to implement such final offer for the contract year of 1978-79 pursuant to the terms thereof along with those previously agreed upon provisions.

Dated at Madison, Wisconsin, this 20th day of June, 1979.


Robert J. Mueller
Arbitrator