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MAY 22 1980

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of :
 :
UNION GROVE AREA EDUCATION ASSOCIATION :
 :
To Initiate Mediation-Arbitration : Case VI
Between Said Petitioner and : No. 24399 MED/ARB-355
 : Decision No. 17198-A
JOINT SCHOOL DISTRICT #1, :
VILLAGE OF UNION GROVE, et al :
 :

APPEARANCES:

Mr. James T. Guckenberg, UniServ Director, Southern Lakes United Educators, appearing on behalf of the Association.

Mulcahy & Wherry, Attorneys at Law, by Ms. Diana L. Waterman, appearing on behalf of the District.

ARBITRATION AWARD

Pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, the Wisconsin Employment Relations Commission appointed the undersigned to serve as Mediator-Arbitrator in the matter of a dispute between Union Grove Education Association, hereinafter the Association, and Joint School District #1, Village of Union Grove, et al, hereinafter the District or Employer. Mediation, as contemplated by the statute, was conducted at Union Grove, Wisconsin by the undersigned on October 17, 1979. Mediation efforts failed to produce voluntary settlement, and on October 22, 1979, the undersigned notified the parties in writing of her intention to convene an arbitration hearing in the matter on November 27, 1979, and in said notice provided an opportunity to the parties to withdraw their final offers. Neither party withdrew their final offer and an evidentiary hearing was conducted on November 27, 1979, at Union Grove, Wisconsin. The proceeding was not transcribed. The parties filed briefs and reply briefs in the matter.

THE ISSUES:

The issues at dispute between the parties are:

1. Salary
2. Insurance
3. Dues deduction
4. Benefits for Part-time Teachers
5. Credit requirements and reimbursement
6. Duration

The parties final offers are reproduced on the following pages. The statute requires that Mediator-Arbitrator acting as arbitrator adopt

UNION GROVE AREA EDUCATION ASSOCIATION

RECEIVED

FINAL OFFER

JUL 31 1979

July 16, 1979

(as corrected July 30, 1979)

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. 1977-79 agreement except as modified herein.
2. Duration: August 1, 1979 - July 31, 1981.
3. Calendar -
1979-80 - The calendar for 1979-80 shall be negotiated by the parties and become part of the agreement. The parties shall resolve their differences on such calendar without mediation/arbitration.

1980-81 - Prior to the commencement of the 1980-81 school year the Board and the Association shall negotiate a calendar for the 1980-81 school year. Said calendar shall become part of the agreement.
4. Salary (salary schedule and index attached)
Salary phase-in; the present schedule shall be in effect for the first 1/2 of the year. The attached proposed schedule and index shall be in effect for the remainder of 1979-80 and for 1980-81.
5. Insurance -
Amend Article X by substituting the following for the entire article.

"X. The Board shall provide for full payment of health and dental insurance premiums for both family and single coverage under a mutually agreeable plan and carrier. Teachers who do not elect health insurance coverage shall be provided the prescription drug coverage with premium provided by the district. The Board shall provide full paid long term disability insurance under a mutually agreeable plan and carrier."
6. Dues deduction: Amend Article XVIII, line 5, by inserting the following between "biweekly" and the period.

"During the months of September through May."
7. Delete Article XXI, Section A.
8. All salary and benefits are retroactive.
9. Delete all references to differentiating between full and part time teachers except for pro-ration of salary.

JTG:cas

7/16/79

(corrected 7/30/79)

UNION GROVE AREA EDUCATION ASSOCIATION

PROPOSALS

PROPOSAL 1. - Salary Schedule

The schedule for 1979-80 shall be based on a 5% index for horizontal lanes and vertical steps. The base shall be \$10,450. The schedule is as follows

Year	B.A.	BA+12	BA+24	^{B +36} M.A.	MA+12	MA+24
0	10,450	10,972	11,495	12,017	12,540	13,062
1	10,972	11,495	12,017	12,540	13,062	13,585
2	11,495	12,017	12,540	13,062	13,585	14,107
3	12,017	12,540	13,062	13,585	14,107	14,630
4	12,540	13,062	13,585	14,107	14,630	15,152
5	13,062	13,585	14,107	14,630	15,152	15,675
6	13,585	14,107	14,630	15,152	15,675	16,197
7	14,107	14,630	15,152	15,675	16,197	16,720
8	14,630	15,152	15,675	16,197	16,720	17,242
9	15,152	15,675	16,197	16,720	17,242	17,765
10	15,675	16,197	16,720	17,242	17,765	18,287
11	16,197	16,720	17,242	17,765	18,287	18,810
12				18,287	18,810	19,332
13				18,810	19,332	19,855
14				19,332	19,855	20,377
15				19,855	20,377	20,900

JTG:jh

PROPOSAL 1. - Salary Schedule (continued)

The index is as follows:

Year	B.A.	BA+12	BA+24	<i>BA+36</i> M.A.	MA+12	MA+24
0	1.00	1.05	1.10	1.15	1.20	1.25
1	1.05	1.10	1.15	1.20	1.25	1.30
2	1.10	1.15	1.20	1.25	1.30	1.35
3	1.15	1.20	1.25	1.30	1.35	1.40
4	1.20	1.25	1.30	1.35	1.40	1.45
5	1.25	1.30	1.35	1.40	1.45	1.50
6	1.30	1.35	1.40	1.45	1.50	1.55
7	1.35	1.40	1.45	1.50	1.55	1.60
8	1.40	1.45	1.50	1.55	1.60	1.65
9	1.45	1.50	1.55	1.60	1.65	1.70
10	1.50	1.55	1.60	1.65	1.70	1.75
11	1.55	1.60	1.65	1.70	1.75	1.80
12				1.75	1.80	1.85
13				1.80	1.85	1.90
14				1.85	1.90	1.95
15				1.90	1.95	2.00

JTG:jh
2/28/79

6/29/79

UNION GROVE GRADE SCHOOL BOARD JOINT DISTRICT # 1

FINAL SETTLEMENT PROPOSAL FOR GRADE SCHOOL TEACHERS OF JOINT DISTRICT # 1

1.) Calendar for 1979 - 80 -

See Appendix A.

2.) Family and Single Health Insurance -

The district will provide a family or single Health Insurance plan to all teachers of the Union Grove Grade School. The district will absorb all increases in rates for the 1979-80 school year.

3.) Family and Single Dental Insurance -

The district will provide a family or single Dental Insurance Plan 704-H-1A to all teachers of the Union Grove Grade School District. The Board has selected the WEAIT Dental Plan 704-H-1A. The district will also absorb all increases in rates for 1979-80 school year.

4.) Long Term Disability Insurance -

The District shall provide a selected full paid long term disability insurance for the 1979-80 school year and will absorb all increases in cost.

5.) Removal of Article XVI - Credit Payments -

The Board recommends elimination of Items 1 - 5 as per negotiated contract 1977-79.

6.) Salary Schedule - Revision

See Appendix C.

7.) Other contract language changes -

The Board recommends no other contract language changes, other than duration of contract from August 1, 1979 to July 31, 1980.

APPENDIX C

UNION GROVE GRADE SCHOOL 1979-80 SALARY SCHEDULE

FINAL SETTLEMENT OFFER

	B S	B S + 12	B S + 24	M S
0	10300	10700	11100	11500
1	10700	11100	11500	11900
2	11100	11500	11900	12300
3	11500	11900	12300	12700
4	11900	12300	12700	13100
5	12300	12700	13100	13500
6	12700	13100	13500	13900
7	13100	13500	13900	14300
8	13500	13900	14300	14700
9	13900	14300	14700	15100
10	14300	14700	15100	15500
11	14700	15100	15500	15900
12		15500	15900	16300
13			16300	16700
14				17100

without modification the final offer of one of the parties on all disputed issues. The decision of the arbitrator is final and binding upon the parties and shall be incorporated into a written collective bargaining agreement.

FACTORS TO BE CONSIDERED:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

DISCUSSION:

The parties are in substantial disagreement over districts which constitute appropriate comparables in the instant dispute. The District is a K-8 feeder district to the Union Grove High School district.

The Association offers data on approximately 44 districts in southeastern Wisconsin which are located within a radius of Union Grove. The districts are situated in the area covered by the Southern Lakes Athletic Conference and CESA 18, and they are impacted upon, according to the Association, by the urban areas of Milwaukee, Racine, Kenosha, Janesville and Beloit. The Association notes that the largely rural area has the highest concentration of union high school/elementary feeder school systems in the State. However, the Association contends that the only difference between the consolidated and non-consolidated districts in the geographic area is organizational structure. Area districts, according to the Association, are not

segregated according to structure for the purpose of state aids, local taxation, athletic competition or by the nature of the services performed by teachers.

The Association claims that the Department of Public Instruction regards union high schools and their elementary feeder systems as one district for the purposes of comparison. Accordingly, the Association selects various consolidated and non-consolidated districts, including elementary and union high school districts, for comparisons among Union Grove Elementary, Union Grove High School and districts in the Union Grove K-12 area.

The Association contends that it is appropriate to compare the District to area union high school districts in general and to the Union Grove High School District in particular. The Association cites the joint participation of high school and elementary faculty in system curriculum development and cites the districts' shared tax base, community, electors and labor market. The Association argues that the districts offered by the Employer constitute too narrow a group for comparison.

The District asserts that the Union Grove Grade School District is most comparable to eight area elementary feeder districts and comparable to a lesser degree to two area union high school districts, including the Union Grove High School to which the District feeds. Consolidated districts are differentiated from non-consolidated districts, according to the Employer, by the existence of separate boards of education for the elementary and high school functions. The District contends that in addition to differences in board jurisdiction, elementary feeder systems are distinguishable from union high school districts on the basis of required teacher certification. The Employer argues that the Association's use of districts in the Southern Lakes Athletic Conference is unwarranted as grade schools do not participate in WIAA competitions. The District further avers that CESA groupings have no relevance for labor relations.

The undersigned has examined the districts proposed respectively by the parties and the rationale offered for their inclusion. The arbitrator has also considered the mutually cited arbitration awards of Maple Dale-Indian Hills Education Assn. (Decision No. 16352-A) 11/78 and Wilmot Union High School District (Decision No. 16398-A) 10/78.

The determination of appropriate comparables is central to the instant proceeding in view of the nature and weight of the salary issue. The Association salary proposal represents a phase-in of the District's staff to a salary schedule similar to that of the Union Grove High School district.

Arbitrator Zeidler held in Wilmot Union High School District that there were several levels of comparison possible in evaluating the final offers relevant to a union high school district. He found union high school districts throughout southeastern Wisconsin to be most comparable to Wilmot Union High School district, K-12 area districts to be less comparable and area elementary districts to be still less comparable. Arbitrator Zeidler was satisfied that greater similarities existed among union high school districts on the basis of limited educational jurisdiction.

The undersigned agrees with the Association that appropriate comparables must be determined on a case by case basis. However, the arbitrator believes that, as Arbitrator Zeidler held in Wilmot, there are sufficient distinctions among area districts on the basis

of board jurisdiction to support several levels of comparison in the instant proceeding. The arbitrator concludes that elementary districts which feed to the Union Grove Union High School District and Waterford Union High School District as the most comparable on the basis of geographic proximity, size and board jurisdiction while the Union Grove High School District, Waterford Union High School District, other area elementary, union high school and K-12 districts are less comparable. In the opinion of the undersigned, the number and size of elementary districts within the Union Grove High School District and Waterford High School District provides a suitable basis for comparison.

The undersigned has given the most weight to the following elementary districts as shown by their respective union high schools:

1978-79	# teachers	# students	levy rate	equalized valuation
Union Grove UHS	53.4	932	6.25	180,201
Union Grove	33.5	539	8.34	102,787
Kansasville	5	80	7.40	154,940
Raymond	28	494	7.60	112,358
Yorkville	21.6	392	8.16	109,238
Brighton*	6.9	144	9.73	183,834
Waterford UHS	44.9	909	5.11	173,566
Drought	8.3	130	8.53	105,681
N. Cape (Raymond)	10	151	6.46	147,154
Washington-Caldwell	8.3	159	8.48	97,837
Waterford Graded	43	852	7.52	124,714

SALARY

The Association's final offer proposes a phase-in to a salary schedule similar to that of the Union Grove Union High School District. The Association proposes that the present salary schedule be in effect for the first half of the 1979-80 school year and that the schedule contained in its final offer be in effect for the second half of 1979-80 and for the 1980-81 school year. The proposed year-and-a-half salary schedule would be based upon an index; and, would add two credit lanes beyond the Masters' degree, delete two steps from BA +24 and add a step on the Masters' lane.

The Association costs the respective final offers as representing a 10.28% increase for 1979-80 under the Employer's proposal and a 10.99% increase under the Association offer. The Association contends

* Listed by the District as a feeder to Union Grove Union High School.

that there is a difference of \$3,920 in the packages. Under the second year of its offer, the Association claims a 7.32% increase would be generated. However, the District costs the second year of the Association's offer as representing a 8.9% increase.

The Association relies primarily upon the similarities between the District and the Union Grove High School district and among the employees of both districts to substantiate the reasonableness of its final offer to phase-in to a salary schedule similar to that observed in the high school district. However, the Association further argues that the relative ranking of the District's increments has worsened since 1976-77. The Association claims that whereas District increments ranked at upper or median levels in 1976-77, they fell to the bottom of the range by 1978-79. The Association states that increments have not been increased in the District for the past three years. As a result, the Association contends that the incentive to acquire continued education has lessened and salaries have been lower than those paid in comparable districts. The Association asserts that almost all of the comparable districts provide educational lanes past the MA level.

The Association avers that numerous elementary feeder districts have attained or begun to move toward salary parity with their respective high school district. However, during such recent development, the Association argues that the disparity between the District and the Union Grove High School has increased. The Association contends that its offer moves toward restoring the relative ranking of the District among comparables in 1976-77, reduces disparity, encourages educational advancement and recognizes trends in salary practices.

In addition, the Association claims that District salary increases over the past three years have not kept pace with cost of living increases. The Association contends that the cost of living for urban city dwellers averaged 26.8% from July, 1976 through June, 1979, while District teachers received increases from 6.6% to 11.2% depending upon educational lane placement.

The District asserts that the comparability of the respective salary structures, the total compensation package and the cost of living are important considerations in the salary dispute. The Employer notes that its final offer maintains the current salary structure with the addition of one step on the BA lane. The District avers that the Association offer radically changes the salary structure and that only one District teacher would be eligible for placement beyond the MA lane. The Employer contrasts such placement to the Union Grove High School where it claims 27% of the teachers are at the MA +12 or +24 columns and another 20% are on the MA lane.

The Employer argues that the Association's phase-in and index proposal are not supported by the comparables and drastically compresses the values between steps on the schedule. The District argues that the wage increase generated by its offer is equitable and compares favorably to other settlements. The District's offer increases the base by \$400 and increases lane and step increments by \$50 to \$400. The Employer claims that actual salary increases under the Assn.offer would range from \$711 to \$2264 while actual increases would be \$800 to \$1450 under the District proposal. The Employer costs the packages difference to amount to \$3,146 for 1979-80, as a result of the 9% Employer offer and 9.7% Association offer.

The Employer asserts total increase in wages and fringe benefits under the District offer amounts to 9.2% and on the average amounts

to \$1,499. The Employer argues that it is one of three comparable districts providing dental insurance and that the District's 1979-80 cost for health insurance exceeds similar expenditures in all comparable districts. The Employer contends that only half of the comparables provide the full cost of disability insurance.

The Employer avers that its offer is reasonable in relation to cost of living increases and that a one year contract is preferable in an inflationary period. The District asserts that teachers can be compensated fairly without an index and states that the Association has failed to demonstrate the inequity of the present system which allows bargaining flexibility between the salary base and schedule.

The arbitrator has reviewed the numerous exhibits offered by the parties with respect to the salary issue. The Association has proposed a significant departure from the voluntarily negotiated salary schedule. The arbitrator has not adopted the comparables proposed by the Association but has weighed the parties' offers against the districts she regarded as most comparable. The undersigned is persuaded that the majority of salary schedules in comparable districts do not contain an index. More over, the District's offer on the base and dollar amount increments for 1979-80 appears to be consistent with settlements among comparables and provides some relief for the three year moratorium on increment increases. Whereas both offers provide a low relative ranking on certain salary categories among comparables, the undersigned is not persuaded that the District's final offer so inadequately addresses the compensation needs of District teachers to warrant a complete redrafting of the salary schedule. The arbitrator concludes that cost of living considerations equally support the offers of both parties in view of the limited disparity in dollar impact between the proposals for 1979-80. The significant impact of the Association proposal is the attainment of a salary schedule similar to the Union Grove High School District in the second half of 1979-80 and 1980-81. The basis for such a shared salary structure has not been established, in the opinion of the undersigned. The arbitrator is convinced that the District's salary offer is the more reasonable.

INSURANCE

During the course of the arbitration hearing, the dispute over insurance took on an additional dimension. On the face of the final offers, the distinction between the parties' positions appears to be the mutual agreement upon insurance plan and carrier and the Association's proposal that prescription drug coverage be provided employees in lieu of health insurance coverage at the option of the employee. The parties have voluntarily agreed to full health and dental insurance coverage to be paid by the District. While there is no dispute over the selection of the insurance plans and carriers for 1979-80, there is disagreement over the prescription drug option and the intent of the language contained in the final offers.

The 1977-79 contract provided the following insurance provisions:

A hospital and health insurance program, providing coverage of semi-private room rates as agreed upon by the Board and the Association will be provided. Family rate is provided for all eligible teachers desiring this benefit. Single plan insurance is available to the entire teaching staff. An Associ-

ation and Board approved Dental Insurance Plan . will be made available to those teachers who are either ineligible for or who do not desire health insurance coverage. The Board is agreeable to discuss with the teachers the adequacy or inadequacy of the type of policy and carrier. Board approved Group Insurance Options (i.e.: dental and term life insurance) may be payroll deducted.

Long Term Disability Insurance as agreed by the Board and the Association will be provided to all eligible teachers.

The Association's final offer proposes:

Amend Article X by substituting the following for the entire article.

"X. The Board shall provide for full payment of health and dental insurance premiums for both family and single coverage under a mutually agreeable plan and carrier. Teachers who do not elect health insurance coverage shall be provided the prescription drug coverage with premium provided by the district. The Board shall provide full paid long term disability insurance under a mutually agreeable plan and carrier."

The District's final offer is as follows:

2.) Family and Single Health Insurance -

The district will provide a family or single Health Insurance plan to all teachers of the Union Grove Grade School. The district will absorb all increases in rates for the 1979-80 school year.

3.) Family and Single Dental Insurance -

The district will provide a family or single Dental Insurance Plan 704-H-1A to all teachers of the Union Grove Grade School District. The Board has selected the WEAIT Dental Plan 704-H-1A. The district will also absorb all increases in rates for 1979-80 school year.

4.) Long Term Disability Insurance -

The District shall provide a selected full paid long term disability insurance for the 1979-80 school year and will absorb all increases in cost.

In the arbitration proceeding, the District sought to clarify its position with regard to the selection of insurance carriers and plans. The Employer stated that under its offer it has no intention of modifying the current language of Article X except to provide dental insurance to all eligible employees. A Board member testified that the District's final offer reflects the Employer's intent to agree to concepts and subject matters rather than to precise language to be incorporated in the agreement. At the

hearing, the District offered the following as the language to be included in the contract in the event that the Employer's final offer prevails:

"Language Reflected
by Board Final Offer
for 79-80 Agreement

X.

A. Hospital and Health Insurance:

A hospital and health insurance program, providing coverage of semi-private room rates as agreed upon by the Board and the Association will be provided. Family rate is provided for all eligible teachers desiring this benefit. Single plan insurance is available to the entire teaching staff.

B. Dental Insurance:

An Association and Board approved Dental Insurance Plan will be made available to all eligible teachers. The Board is agreeable to discuss with the teachers the adequacy or inadequacy of the type of policy and carrier.

C. Long Term Disability Insurance:

Long term disability insurance as agreed by the Board and the Association will be provided to all eligible teachers.

D. Other Insurances:

Board approved group insurance options (ie. term life insurance) may be payroll deducted."

The District contends that it is appropriate to examine the foregoing as the Employer's intent of the insurance provision. The Employer claims that it offers its intent in order to clarify and establish the true meaning of its final offer. Specifically, the name of the dental insurance carrier and plan number are excluded from the intent statement. The District claims that acceptance of such clarification is within the jurisdiction of the arbitrator and must be considered by her. The District avers that the final offer was drafted without the assistance of counsel and is not punctuated or numbered as language intended for actual insertion into the terms of the contract.

The District cites the award of Arbitrator Kerkman in City of Greenfield (Dec.No. 16283-A) 1978, wherein he relied on the intent of a party to interpret an ambiguous language proposal. The District notes that Arbitrator Kerkman held such to amount to a clarification and not an amendment or modification of the final offer. The Employer further cites Manitowoc vs. Manitowoc Police Dept., 70 Wis 2d 1006 (1975), wherein the Wisconsin Supreme Court clarified the statutory language of Sec. 111.77(4)(b) stating that:

". . . the arbitrator shall select the final offer of one of the parties and then issue an award in-

corporating that offer 'without modification,' [and] such language does not forbid restatement of the offer to comprise a proper, final arbitration award. The statutory language clearly refers to alterations of items in the offer contrary to the intent of the offering party."

Lastly, the District contends that the WERC has held, in Walworth County Handicapped Education Board (Decision No. 17433) 11/79, the designation of insurance carrier to be a permissive subject of bargaining and that unless it is clear that there is substantial impact on the insurance plan itself, the naming of the carrier is a management prerogative.

With respect to the substance of the Association's final offer on prescription coverage, the Employer argues that the Association has failed to substantiate the reasonableness of its proposed paid prescription option on the basis of comparables.

The Association notes that the current language and practice which it proposes continued, provides for the mutual determination of all insurance plans. The District's offer, according to the Association, would result in the mutual determination of the dental plan while the health insurance plan would be selected by the District. The Association states that the present agreement is silent on the determination of carrier but that the Association proposes mutual determination of carrier consistent with the practice of the parties.

The Association views prescription drug coverage for teachers who have access to health insurance coverage provided outside of District employment as an incentive to not use District health insurance coverage which includes prescription coverage.

The arbitrator will first address the issue with respect to the intent of the District's offer. Contrary to the argument of the Employer, the undersigned is satisfied that the intent of the District's proposal at the time the final offers were certified is best evidenced by the written language of the final offer. The language clearly designates the carrier and plan of the dental insurance program. In the opinion of the undersigned the District's offer of revised contract language during the course of the arbitration hearing constitutes a substantial modification of its proposal rather than a clarification of the same. A final offer which designates the insurance carrier is consistent with the finding that such is a permissive topic of collective bargaining. Accordingly, the undersigned holds that in the event that the final offer of the Employer is selected, the insurance language, including the designation of dental plan and carrier, shall be set forth in the written agreement.

With respect to merits of the final offers on insurance, the parties' positions differ in terms of the mutual selection of health and disability plans and carriers and the availability of a prescription drug option for teachers not taking District health insurance coverage. The parties have voluntarily agreed to the present language which has continued to provide for the mutual selection

of insurance plans since the 1976-77 contract. The District has offered no evidence to substantiate that the present language is no longer workable or warrants change. However, the Association's final offer with respect to a prescription drug option is not supported on the basis of fringe benefits offered in comparable districts. Although the awarding of the Association's position would provide a unique fringe benefit to certain employees and contractually provide the mutual selection of carrier, the undersigned is satisfied that the District's insurance offer unduly changes the method of insurance plan selection which has been observed by the parties since 1976. Accordingly, the arbitrator finds the final offer of the Association on insurance to be the most reasonable.

Dues Deduction

The present agreement provides for biweekly dues deduction for Association membership from the regular salary checks of teachers. Accordingly, teachers may have their dues deducted in equal installments on either a nine or twelve month basis. The Association's final offer contains a proposal which would require the completion of annual payroll dues deduction between the months of September and May. The Association avers that the completion of dues deduction with the final pay period in May would enable the local Association to comply with Wisconsin Education Association Council's policy that 40% of dues must be paid to the parent organization by March 1 to assure seating of local delegates at the annual WEAC business meeting in May. The WEAC further requires, according to the Association, that 70% of dues must be paid by June 1 and the remainder must be forwarded by August 31.

The Association notes that 25 of the District's 35 teachers have opted for salary payment on a twelve month basis. As a result, the Association claims that it is difficult to meet the WEAC dues submission schedule.

The District argues that despite the fact that 25 teachers are paid on a twelve month basis, the Association is in receipt of dues in sufficient amounts well in advance of deadlines for transmittal of dues consistent with WEAC policies. The District states that the present dues deduction provision was negotiated by the parties. Furthermore, the Employer argues that the Association's proposal is detrimental to the majority of teachers who have effectively elected a twelve month deduction period and accrues only to the interest of the WEAC.

In the opinion of the undersigned, both parties have raised meritorious arguments. While the 100% collection of dues by June 1 would be advantageous to the Association, it would increase the level of dues in a consolidated period for employees electing compensation on a twelve month basis. The arbitrator is satisfied that the position of neither party is clearly preferable and therefore the issue will be determined on the basis of the final offer selected on the totality of issues.

Part-time Teachers

The District currently employs one part-time teacher. The Association proposes that the contractual pro-ration of fringe benefits for part-time employees be eliminated and that part-time teachers receive full fringe benefits. The Association contends that 70% of the comparable districts it cites provide full fringe benefits for part-time employees.

The District contends that contracts in five of the ten districts it offers for comparison explicitly provide less than full benefits for part-time employees and that only one of the ten districts provides full benefits to such employees. The Employer indicates that all part-time teachers employed by the District are included in the bargaining unit regardless of the amount of time worked. It is conceivable under the Association offer, according to the District, that a teacher teaching one class would be eligible for full benefits.

The data offered by the parties differs with respect to whether or not certain districts provide full benefits for part-time employees. The Association, contrary to the District, reports that Drought, Raymond, Union Grove High and Yorkville provide full insurance benefits for part-time employees (Assn. 231). However, the District's exhibits (Bd. 50) indicate that four of the eleven districts accepted by the arbitrator as comparables, provide some type of insurance benefits (life, health or disability) to part-time employees at full coverage as a result of contract, practice or grandfathering. The District's data shows four other districts as pro-rating such benefits for part-time employees as a matter of contract or practice and one district as employing no part-time teachers.

The undersigned is persuaded that the District's position on part-time employees is narrowly supported by the comparables. There is a reasonable basis for the Association's offer in view of the benefits offered in Yorkville and Brighton, sister feeder schools. However, it appears that pro-ration of fringe benefits for part-time employees currently prevails among comparable districts.

Credit requirements and reimbursement

The District's final offer proposes to eliminate continuing education credit requirements and payment. The present agreement requires that a teacher earn three credits every two years to advance to the next vertical step on the salary schedule. The contract provides reimbursement at \$30 per undergraduate credit and \$30 per graduate credit.

The Employer asserts that the elimination of credit requirement and reimbursement is warranted because the original purpose of the provision is no longer applicable. The District claims that the provision was agreed upon when state law did not require teachers to be degreed. The provision's purpose, according to the District, was to encourage teachers who did not have a bachelor's degree to attain degreed status. The Employer states that every teacher is now required by statute to possess a degree and therefore the credit requirement and payment is no longer necessary. The District notes that the penalty of withholding advancement on the salary schedule for failure to earn the specified credits would be eliminated under its proposal. The District further claims that its position is favored on the basis of comparables.

The Association offer contains no change in the current language with respect to credit requirements and reimbursement. The Association notes that credits must be approved by the administrator and judged of benefit to the District. Accordingly, the Association reasons that the District has control over the nature and cost of the credits earned. The Association contends that the elimination of credit requirement and payment is not consistent with area practices.

The undersigned rejects the Employer's argument that credit requirements and reimbursement are no longer necessary because all teachers are now required to be degreed. If the sole purpose of the provision was to encourage undegreed teachers to complete bachelor's degree, it is unlikely that special provision would have been made to establish a separate reimbursement rate for graduate credits earned. Data offered on behalf of the Association indicated that the majority of districts (6 of 11) identified as comparables by the arbitrator and District require that additional credits be earned (Assn. 247). The District's data shows that five of eleven said districts require additional credits (Board 42). The arbitrator concludes that the comparables do not clearly support one position over the other. However, the arbitrator is satisfied that the argument offered by the Employer for eliminating the credit requirement and payment does not warrant the modification proposed. Accordingly, the arbitrator would uphold the position of the Association on the credit issue standing alone.

Duration

The issue of contract duration is tied to the salary issue. The District proposes a one year agreement while the Association proposes a two year contract as part of its salary offer. Although two year agreements are found among comparable districts, and have been entered into by these parties in the past, there is no need to make a determination on the issue of duration on any basis other than the salary dispute.

Based on the above and foregoing and in view of the statutory considerations, it is the opinion of the undersigned that the final offer of the District is preferable on the issues of salary and part-time employees and that the final offer of the Association is more reasonable on the issues of insurance and credit payment. The arbitrator is required to select one final offer in total and is satisfied that the issue of salary is the most substantial. Accordingly, the undersigned makes the following

AWARD

That the final offer of the District be incorporated into a written agreement as required by statute.

Dated this 21st day of May, 1980, at Madison, Wisconsin.

BY: Kay B. Hutchison
Kay B. Hutchison
Mediator-Arbitrator