

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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 In the Matter of the Petition of \*  
 \*  
 SOUTHERN LAKES UNITED EDUCATORS \*  
 COUNCIL 26, NEA, WEAC \*  
 \*  
 To Initiate Mediation-Arbitration \*  
 Between Said Petitioner and \*  
 \*  
 JOINT SCHOOL DISTRICT NO. 1, TOWN \*  
 OF RANDALL, VILLAGE OF TWIN LAKES \*  
 \*  
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WERC Case VI, No. 24537  
 MED/ARB - 330  
 Decision No. 17279-A

ARBITRATION AWARD  
 Arbitrator: James L. Stern

INTRODUCTION & BACKGROUND

On May 9, 1979, Southern Lakes United Educators, Council 26, NEA, WEAC, hereinafter called the Association, filed a petition for mediation-arbitration pursuant to Section 111.70(4)(cm)6 of Wisconsin Statutes in order to resolve its dispute with Joint School District No. 1, Town of Randall, Village of Twin Lakes, hereinafter called the Board.

The parties exchanged their initial proposals on April 16, 1979 on matters to be included in the new collective bargaining agreement to succeed the agreement which expired on June 30, 1979. After failing to reach agreement in two meetings, and without the use of mediation, the Association filed its petition for mediation-arbitration. On August 21, 1979, Commission staff member Christopher Honeyman conducted an investigation and found that the parties were deadlocked in their negotiations. The parties submitted their final offers and stipulations on matter agreed upon to the investigator who closed the investigation on September 11, 1979 and advised the Commission that the parties were at impasse.

The WERC, finding that an impasse existed, issued an order for mediation-arbitration on September 26, 1979 and furnished the parties with a panel of names from which to select a mediator-arbitrator. The parties selected the undersigned as their mediator-arbitrator and the WERC so appointed him in an order dated October 15, 1979. On October 26, 1979, the WERC informed the mediator-arbitrator and the parties that a timely petition for a public hearing had been filed. Thereupon the mediator-arbitrator held such public hearing, starting at 1 p.m. on November 20, 1979 at which the parties explained their final offers and made arguments in support of them. Thirty three people registered at the hearing and four of these indicated that they wish to speak.

At the conclusion of the public hearing, the mediator-arbitrator held a lengthy mediation session. The parties failed to reach agreement, however, and the arbitrator informed the parties by letter dated November 26, 1979, of his intent to arbitrate unless both parties withdrew their offers within ten days. Final offers not being withdrawn, the arbitrator held the arbitration hearing at the Randall Town Hall on January 9, 1980. The parties presented extensive exhibits and made brief arguments at the arbitration hearing. Post-

ISSUES IN DISPUTE & POSITIONS OF THE PARTIES

Although the critical issue in the dispute involves the type of salary structure to be included in the new agreement, the parties also are at impasse on the issues of: Management Rights language; waiver clause; dental insurance and language of the health insurance clause; and duration.

MANAGEMENT RIGHTS: Article VI, Paragraph H of the 1978-1979 agreement stated:

Except as specifically provided for in this agreement, the Board retains all rights and is the final authority in all matters relating to the operation and management of the school

The Association proposes no change in this language. The Board proposes that it be deleted and that in its place the following paragraph be substituted:

Management retains the right to control and manage the district, and retains those rights except as limited by the terms of the collective bargaining agreement. These rights include, but are not limited to, the following: Direct all operations of the school system; establish and require observance of reasonable work rules and work schedules; hire promote, schedule and assign employees for positions within the school system; suspend or take other disciplinary action against employees; maintain efficiency of school system operations; take whatever action is necessary to comply with government agencies' decisions or orders and state and federal law; introduce new or improved methods or facilities; determine the methods, means and personnel by which school system operations are to be conducted; establish the educational policies of the school district, formulate the means and methods of instruction, and select textbooks and other teaching material.

In support of its proposal, the Board cites the management rights clauses in eight districts which are comparable in its opinion and which are more detailed than the current language in the District's 1978-1979 agreement quoted above. (See Board Exhibits 24-31) The Association cites Wisconsin Statutes, Section 120.12-120.14 and eleven portions of the 1978-1979 agreement in addition to Article VI, Paragraph H specifying management's rights. (Association Ex. pp 127-131 and 116-125). The Association argues that there is no need for new language while the Board argues that there is.

"ZIPPER/WAIVER" sentence: Article X of the 1978-1979 Agreement quoted below specifies the duration of the contract. The Association argues that the last sentence of that clause is a "waiver" of its statutory rights and as such should be deleted from the new agreement. The Board made no mention of the clause in its post-hearing brief. In its rebuttal brief, however, the Board argues that the sentence is not a waiver clause, but that if it is, the Association should have so claimed to the WERC before final offers were received by the WERC. The Board position on this issue is that the current language of Article X should be retained.

ARTICLE X DURATION

The provisions of the Agreement will be effective as of the 25th day of August, 1977, and shall continue and remain in full force and effect as binding on the parties until the 73-79 contract has expired. This agreement should not be extended orally, and it is expressly understood that it should expire on the date indicated.

Upon agreement of the 1977-1979 contract, no further negotiations regarding said contract can be undertaken.

HEALTH INSURANCE: The initial sentence of Article IV, G. Insurance in the 1977-1979 agreement states:

1. Hospital and surgical insurance will be for full family coverage (\$1180.00) and single coverage (\$396.36).

Although both parties agree that the Board shall pay the dollar amounts representing full health insurance coverage for the duration of the proposed agreement, the Association claims in its post-hearing brief (p. 81) that the Board is proposing to change the language of the old agreement by the elimination of the word "full" in the first paragraph of its final offer on this issue and the substitution of the words "up to." The Board makes no reference to this language problem in its brief, assuming apparently that, regardless of the language difference, "The Board and Association agreed that the Board will pay the full amount of the health insurance premium and that amount shall be expressed in dollar amounts." (Board brief, p. 17). Item 8 of the final offer of the association states:

8. Insurance

- a. Health - full \$ amount (current language)
- (1980-81) b. Dental - full \$ amount WPS no deductible  
6.28 19.29

The final offer of the Board on health insurance is as follows:

Health Insurance Art IV, Par G. # 1  
The Board will pay up to \$30.87 per month for the health and surgical insurance premium cost of single coverage, and up to \$93.33 per month for the health and surgical insurance cost of family coverage.

For the 1980-81 school year, the Board agrees to pay, expressed in dollar amounts, the full premium costs of single and family health and surgical insurance coverage.

DENTAL INSURANCE: The 1977-1979 agreement does not provide for dental insurance. The Association proposes that dental insurance commence in 1980-81, the second year of its proposed three year agreement, as stated in the final offer of the Association quoted above. The Board offer on dental insurance is as follows:

Dental Insurance

1979-80

The Board will pay up to \$5.50 per month of the premium cost for a single dental plan and up to \$16.34 per month of the premium cost for a family dental plan.

1980-81

The Board agrees to pay, expressed in dollar amounts, the full single and family dental premium costs.

In its brief, the Association states that "Dental insurance is not a substantive issue." (Association Brief, p. 82). The Association states that since insurances cannot be applied retroactively, the offer of the Board to start the insurance in the 1979-1980 contract year, rather than in the 1980-1981 contract year, means that the insurance will apply for only a month or two more at most under the Board proposal. The Board argues that the Association offer quoted above (Article 8.b.) is defective for several reasons. The Board argues that the figures stated in 8.b. are not identified as dollar amounts, do not

state who will pay them and whether the figures are one time payments or monthly premium rates. The Board argues also that a literal reading of the Association proposal would mean that the Association dental proposal is for 1980-1981 only because it makes no reference to 1981-1982. Furthermore, the Board notes in Exhibit 22 that the amounts of the full premium for single and family monthly dental insurance coverage are in excess of the amounts specified in the Association proposal and therefore, if the figures are adopted, the payments will not be full payment of the premium as is also stated in 3.b. of the proposal.

In its reply brief, the Association argues that its offer on dental insurance is not defective. The Association clarifies the offer, indicates the history of the bargaining on this subject and contends that the intent of the final offer was clear and was not challenged by the Board at the public hearing on November 20, 1979 when the parties explained their positions on this and the other issues in dispute. Furthermore, the Association contends that the Board offers on dental insurance and salaries are not in the form of actual contract language and are equally subject to the charge of being defective. The Association concludes that the intent of its offer on dental insurance is clear, as is the intent of the other items in the final offers of the parties, even though the language is not the precise contract language on this issue and other issues.

Subsequent to the exchange of the reply briefs, the Board submitted a written motion to strike those portions of the Association's reply brief dealing with the clarification of the dental insurance issue on the grounds that the material on pages 4-7 of the reply brief and Appendices A and B thereto contain evidence that is not in the record. (Page 1 of Board motion to strike part of the Association Reply Brief). The Association responded to the motion to strike citing numerous reasons in support for its position including that (a) the Board should have raised the assertion that the Association offer was defective at the hearing; (b) that, in fact, the Association offer is clear; and (c) that the Board understood the Association offer.

DURATION & SALARY SCHEDULES: The Board proposed a two year agreement with an increase of \$625 in the base for 1979-1980 and an additional increase of \$800 in the base for 1980-1981. Also, the proposal for 1979-1980 added a BA+13 lane and the proposal for 1980-1981 added a BA+6 lane. The Association proposed a three year agreement with a transition to a schedule in the third year of 12 steps and 12 lanes as opposed to the 13 step four lane schedule in effect in 1978-1979. Also, the Association proposal provided for four percent compounded experience increments and two percent compounded educational lane differentials. The 1978-1979 schedule of the District, the Board proposed schedules for 1979-1980 and 1980-1981, and the Association schedule proposed for 1981-1982 and procedure for creating the transition schedules for the intervening years are reproduced on the following four pages of this award.

The testimony, exhibits and briefs of the parties made clear to the arbitrator that the critical issue in this dispute is the salary issue. Should there be a restructuring as proposed by the Association that will result in four percent compounded experience increments and two percent compounded educational lane differentials? Or should there be a modified version of the existing schedule, creating more educational lanes but maintaining the \$375 flat incremental experience step which had been initiated in the 1978-1979 contract year? Also, it should be noted that the parties are not far apart in so far as the overall cost of the salary increase is concerned but that they differ essentially in how the salary increase should be distributed. For example, under the Board proposal for 1980-1981, the salary at the zero step in the BA lane would be \$11,625 and in the highest step (13th) in the MA lane would be \$17,750. Under the Association proposal, the salary in '80-'81 at the zero step of the BA lane would be \$11,026 and at the 12th and top step of the MA lane would be \$17,995. Clearly the Board proposes to spend more money at the bottom of the schedule than at the top relative to the Association proposal. Both the Board and the Association rely on the salary structures of "comparable" school districts in support of the salary structures they propose---and, as might be expected, select different "comparables."

SALARY SCHEDULE 78-79

Randall Consolidated School - Bassett, Wis.

YEARS	B.A.	B.A. + 12	B.A. + 24	MASTERS
0	10,200	10,450	10,700	10,950
1	10,575	10,825	11,075	11,325
2	10,950	11,200	11,450	11,700
3	11,325	11,575	11,825	12,075
4	11,700	11,950	12,200	12,450
5	12,075	12,325	12,575	12,825
6	12,450	12,700	12,950	13,200
7	12,825	13,075	13,325	13,575
8	13,200	13,450	13,700	13,950
9	13,575	13,825	14,075	14,325
10	13,950	14,200	14,450	14,700
11	14,325	14,575	14,825	15,075
12	14,700	14,950	15,200	15,450
13	15,075	15,325	15,575	15,825

BOARD PROPOSAL  
RANDALL CONSOLIDATED SCHOOL  
SALARY SCHEDULE 1979-80

<u>YEARS</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA</u>
0	10,825	11,075	11,325	11,575	11,825
1	11,200	11,450	11,700	11,950	12,200
2	11,575	11,825	12,075	12,325	12,575
3	11,950	12,200	12,450	12,700	12,950
4	12,325	12,575	12,825	13,075	13,325
5	12,700	12,950	13,200	13,450	13,700
6	13,075	13,325	13,575	13,825	14,075
7	13,450	13,700	13,950	14,200	14,450
8	13,825	14,075	14,325	14,575	14,825
9	14,200	14,450	14,700	14,950	15,200
10	14,575	14,825	15,075	15,325	15,575
11	14,950	15,200	15,450	15,700	15,950
12	15,325	15,575	15,825	16,075	16,325
13	15,700	15,950	16,200	16,450	16,700

BOARD PROPOSAL  
RANDALL CONSOLIDATED SCHOOL  
SALARY SCHEDULE 1980-81

<u>YEARS</u>	<u>BA</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MA</u>
0	11,625	11,875	12,125	12,375	12,625	12,875
1	12,000	12,250	12,500	12,750	13,000	13,250
2	12,375	12,625	12,875	13,125	13,375	13,625
3	12,750	13,000	13,250	13,500	13,750	14,000
4	13,125	13,375	13,625	13,875	14,125	14,375
5	13,500	13,750	14,000	14,250	14,500	14,750
6	13,875	14,125	14,375	14,625	14,875	15,125
7	14,250	14,500	14,750	15,000	15,250	15,500
8	14,625	14,875	15,125	15,375	15,625	15,875
9	15,000	15,250	15,500	15,750	16,000	16,250
10	15,375	15,625	15,875	16,125	16,375	16,625
11	15,750	16,000	16,250	16,500	16,750	17,000
12	16,125	16,375	16,625	16,875	17,125	17,375
13	16,500	16,750	17,000	17,250	17,500	17,750

SALARY SCHEDULE

The following salary schedule shall be in effect on July 1, 1981

2% →

	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12	M+18	M+24	M+30	
4% ↓ 1 2 3 4 5 6 7 8 9 10 11 12	0	11,000	11,220	11,444	11,672	11,905	12,143	12,385	12,632	12,884	13,141	13,403	13,672
	1	11,440	11,668	11,901	12,138	12,381	12,628	12,880	13,137	13,399	13,666	13,939	14,218
	2	11,897	12,135	12,377	12,624	12,876	13,133	13,395	13,662	13,935	14,213	14,496	14,787
	3	12,373	12,620	12,872	13,129	13,391	13,659	13,931	14,209	14,492	14,781	15,076	15,379
	4	12,868	13,125	13,387	13,654	13,927	14,205	14,488	14,777	15,072	15,373	15,679	15,994
	5	13,383	13,650	13,923	14,200	14,484	14,773	15,068	15,368	15,675	15,989	16,306	16,634
	6	13,918	14,196	14,480	14,768	15,063	15,364	15,670	15,983	16,302	16,627	16,959	17,299
	7	14,475	14,764	15,059	15,359	15,666	15,979	16,297	16,622	16,954	17,292	17,637	17,991
	8	15,054	15,355	15,661	15,973	16,292	16,618	16,949	17,287	17,632	17,984	18,342	18,711
	9	15,656	15,969	16,288	16,612	16,944	17,283	17,627	17,979	18,337	18,703	19,076	19,459
	10	16,283	16,608	16,939	17,277	17,622	17,974	18,332	18,698	19,071	19,451	19,839	20,237
	11	16,934	17,272	17,617	17,968	18,327	18,693	19,066	19,446	19,834	20,230	20,633	21,047
	12	17,611	17,963	18,322	18,687	19,060	19,441	19,828	20,224	20,627	21,039	21,458	21,889

A. 1978-79 Staff

1. Identify the 1978-79 placement of the teacher.
2. Identify the 1981-82 vertical placement of the teacher on the 1981-82 schedule. (Advance the teacher 3 vertical increments not to exceed step 12.)
3. Annually increase the teacher's salary at the rate of 1/3 of the difference between the 1978-79 salary and the 1981-82 salary.
4. Adjust calculations to accommodate horizontal movement.

B. New Staff

1. Determine the placement of the new teacher on the 1978-79 schedule and he or she been employed in 1978-79.
2. Determine salary as in Section A. above.

## DISCUSSION

Both the Association and the Board first discuss the question of comparability at some length and then treat the wage issue, followed finally by a much less extensive discussion of the remaining issues which appear to be relatively less important. The arbitrator, therefore, will follow the same format in his discussion of the issues.

### Comparability

Neither the Association nor the Board selected "comparables" that the arbitrator regarded as ideal. Since the dispute is primarily about how much more an experienced teacher should earn than a beginning teacher - - - with the Board suggesting that additional experience and additional education should be compensated by flat dollar increases of \$375 per year and \$200 per educational lane in contrast to the Association proposal of four percent compounded for additional experience and two percent compounded for additional education - - - the arbitrator would have welcomed extensive evidence of various kinds to support either position.

For example, at the theoretical level, one could argue how much more a teacher with ten years experience is worth than a teacher with nine years experience. Is there some sort of learning curve? Or, it might have been argued that experience increments are rewards for loyalty to a school district and are used to reduce turnover. The same sorts of arguments could have been brought to bear on the question of the value of additional education. Perhaps the most important practical argument, however, in a small school district would be the one of prevailing practice. Just what is the prevailing practice on this question of increments and lanes? Are flat dollar increments more common than percent increments, and should the percent increment be a percent of the starting salary or a compounded percent increase?

No evidence of a theoretical nature was introduced. Both the Board and the Association made passing references to turnover but turnover was not a major factor in either side's case. Both parties did rely heavily on comparability for support of their respective positions. In their considerations of comparability, however, the parties limited their comparables more than the arbitrator would have preferred.

The Board limited its salary structure comparisons to 14 school districts which it believed comparable to Randall on the basis of size, proximity, and membership in the elementary school athletic conference and CESA 18. Although this is an acceptable list set of comparables for use in determining fair salary levels, it seems too limited to this arbitrator as a basis for determining the nature of the appropriate experience increment - - - i.e., four percent compounded versus \$375. The Association also limited most of its comparisons to 11 school districts, those in the Wilmot Union High School District, in which Randle is an elementary school feeder, and those in the Central High School District of Westosna (Salem Central) which almost completely encircles the Wilmot District. The Association selected these districts from the 42 districts in CESA 18 and the Southern Lakes (High School) Athletic Conference on the basis of being in Kenosha County and being rated similar to Randall on many of the other 15 criteria which the Association used to determine its list of most comparable. The arbitrator believes that the 11 school group selected by the Association is also too narrow a set of comparables for use in determining whether four percent compounded experience increments are preferable to flat \$375 increments.

The arbitrator found the information about the ratios of BA maximum salaries to BA minimum salaries in the 98.3% of Wisconsin Public Schools that have salary schedules to be useful (Association Exhibit 1, p. 30). Also, the listing of Districts in CESA 18 and the Southern Lakes Athletic Conference, showing which had or had adopted index salary schedules in the '76-'80 period, was helpful (Association Exhibit 1, pp. 101 & 102 as amended in Appendix B of the Association Brief).

For the purpose of determining whether a four percent compounded index schedule was more appropriate than a flat \$375 increment increase, the arbitrator gave the greatest weight to the broadest comparisons reflecting practices throughout



Wisconsin. It seems to the arbitrator that a good starting point for reaching a decision on this question is to look at how other teachers throughout the state are treated. When a teacher who has spent ten or twelve years at Randall compares her (his) salary with that received by teachers with the same amount of experience employed elsewhere, this arbitrator believes that the teacher will look at practices throughout Wisconsin even though districts in the immediate area may be given greater weight than other districts.

If the Randall starting salary was comparable to others in the state when the teacher started ten or twelve years ago, and is still comparable, it seems reasonable for a teacher to expect that the salary at the BA maximum also will be comparable and that the ratio of the maximum to the starting salary at Randall will be about the same as it is in other school districts throughout Wisconsin.

Therefore, for the purpose of determining which type of experience increment is proper, the arbitrator examined the statewide and CESA 18 data supplied by the Association and the data for a set of comparables constructed by the arbitrator from the comparables listed by both parties as well as the comparables relied on by the parties. In studying the ratio of the BA Max to the BA Min, it should be kept in mind that the ratio can be increased either by increasing the BA Max or decreasing the BA Min. This means that it is not enough to analyze the ratio; it is also necessary to examine whether the absolute dollar value of the BA Max is about the same as the BA Max of comparable schools.

If the arbitrator could have specified the comparables in this dispute, after seeing the comparables proposed by both parties, he would have selected the nineteen school districts, ranked from fourteenth to thirty second by number of teachers in Association Exhibit 1, page 34. The arbitrator doesn't claim that these are the best comparables but only that they seem sensible if one starts with the comparables proposed by the Association and the Board. The range of the comparables in the group selected by the arbitrator includes the largest and smallest districts on both the Board's and the Association's list of comparables - - and in fact, the cut off points were established on that basis. The 18 districts plus Randall within the range include six districts on both lists, one on only the Association list, seven on only the Board list and four not on either list of most comparable districts. In terms of the number of teachers (and student enrollments as well) Randall is situated near the center of the range. Page 34 of Association Exhibit 1 shows Randall with 25 teachers in a range extending down from Salem Consolidated (on both lists) with 51.5 teachers to Paris (on both lists) with 17.5 teachers. In terms of enrollment, these 18 districts vary from 782 students (Salem Consolidated) to 238 (Fontana) with Randall enrollment at 484 (Association Exhibit 1, p. 35).

To the degree that it was possible, based on the exhibits of the Association and the Board, the arbitrator looked at statewide and CESA 18 ratios of BA Max to BA Min and also to those eighteen other districts to see how the ratio of the BA Max to BA Min at Randall compared with them. Since neither party put into evidence the salary structures at Waterford High, Big Foot High or Williams Bay, they were excluded from the eighteen and the comparisons were restricted to the remaining fifteen and Randall listed on page 34 of Association Exhibit 1 that were within the range specified above. For the comparison of actual salaries at the BA Max, the arbitrator relied primarily on the comparables listed in Board Exhibit 11.

#### Salary Schedule:

Under the Association proposal, the ratio of the BA Max to BA Min would increase from 148% in 1978-1979 to 160% in 1981-1982. Under the Board proposal the ratio would decrease to 142% in 1980-1981. The statewide average ratio of the BA Max to BA Min in 1979-1980, according to point 4 on page 80 of Association Exhibit 1, was 150%. This indicates that the '78-'79 Randall salary schedule was closer to the statewide average than it would become under either the Board or Association proposals.

The arbitrator computed the ratio of the BA Max to BA Min for 15 of the 16 districts for which data were supplied including Randall which were ranked by

number of teachers between Salem Consolidated (on both lists) with 51.5 teachers and Paris (on both lists) with 17.5 teachers. These districts were: Salem Consolidated, Wilmot High, Waterford Elementary, Union Grove Elementary, Raymond, Bristol, Wheatland, Randall, Melworth, Fontana, Genoa City, Yorkville, Riverview, Twin Lakes and Paris. (Note: Sharon was excluded from this list because it has only five steps at the BA level while the other districts have at least nine steps. The average ratio of the BA Max to the BA Min in these 15 districts in '78-'79 was 145%; the median was 144% with four districts at the median and six above and five below it. The same comparison was extended to the '79-'80 schedules for the twelve districts that had settled. Excluded from the 15 listed above were the districts that had not settled --- Union Grove Elementary, Wheatland and Randall. The average ratio in '79-'80 of these 12 school districts that had settled was 148%; the median was 148% with three schools at that figure and four above and five below it.

It appears to the arbitrator that a continuation of the Randall 1978-1979 148% ratio of BA Max to BA Min would be right in line with the ratio at the schools noted above with which it is being compared by the arbitrator. The Association ratio of 152% for 1979-1980 under the transition schedule would be only slightly high but the schedule to which it proposes to convert clearly has a far greater ratio (160%) than is warranted on the basis of a comparison with either similar sized schools in its area of the state or with statewide averages. The arbitrator believes that a BA Max to BA Min ratio of 145% to 148% would be an appropriate figure in the Randall situation and therefore prefers the Board proposal in so far as this crucial point is concerned because its proposed ratio of 142%, although on the low side, is closer to the ratio in comparable school districts than the 160% ratio in the Association proposal.

In addition to the ratio of the BA Max to the BA Min there is also the question of the prevalence of the four percent compounded experience increment compared to the \$375 uniform increment. Pages 101 and 102 of Association Exhibit 1, as revised in Appendix B of the Association brief showed that 17 of 28 districts which had settled their '79-'80 contracts had "index salary schedules. These same pages showed that the number of indexed schedules had increased to that level from 8 of 37 in '76-'77. This evidence does not persuade the arbitrator of the soundness of the Association position because the Association's definition of an index salary schedule includes not only compounded index schedules such as it is proposing in Randall, but also schedules which provide for graduate dollar amounts and a non-compounding constant percent of the base. If one eliminates from the number of indexed schedules those that are not compounded, the '79-'80 number appears to be reduced by at least four (Fontana, Reek, Salem Central and Wilmot High). So far as the arbitrator can determine from the evidence furnished him, less than half the districts in CESA 18 had adopted compounded index schedules in '79-'80.

This finding is corroborated by Board Exhibit 14 which shows that only three of the twelve districts which had settled in '79-'80 had four percent compounded indexes. It should be noted, however, that only four of the other nine had constant increments like Randall and that two used percent of the base to determine increment sizes and three had graduated dollar amounts. Clearly, some sort of increased incremental step is the most common while both the four percent compound index and the constant dollar increment represent extremes.

Even if one were to give heavy weight to the Association list of eleven

ground that they feed the same high school as Randall, and the inclusion of Brigton which feeds the encircling Salem Central area, the arbitrator does not believe that a pattern established in three small schools employing 8.67, 6.5 and 5.9 teachers respectively should be given sufficient weight to tip the balance in the direction sought by the Association. In any event, the arbitrator believes that the more persuasive evidence is found in statewide and CESA 13 practices rather than in the more narrow set of comparables relied on by the Association.

The final aspect of the ratio of the BA Max to BA Min question to be considered is whether the absolute salary at the BA Max is out of line with the comparables, regardless of the ratio of the BA Max to the BA Min. Neither party supplied the arbitrator with statewide or CESA 13 wide BA Max averages and the arbitrator relied therefore in this instance on the figures shown in Board Exhibit 11. In '78-'79, according to that exhibit, the Randall BA Max was higher than eleven of the districts considered comparable by the Board and lower than three of such districts. Of the eleven (of fourteen) districts which had settled their '79-'80 contracts, Randall was higher than six and lower than five. Although its BA Max had slipped slightly relative to districts which were considered comparable by the Board, its BA Max was not greatly out of line. In order to maintain its fourth ranking '78-'79 position, it would have had to increase its maximum by \$230, that is to slightly more than the \$15920 proposed for '79-'80 under the Association transition schedule. Although the BA Max under the Association transition schedule for '79-'80 is preferable to the Board BA Max for '79-'80, this favorable aspect of the Association proposal is insufficient to compensate for the deficiency in the basic Association schedule which would become fully effective in '81-'82.

The arbitrator's analysis of the Association's proposal to increase the educational lane differential to two percent compounded and to increase the number of lanes persuaded him that the Association proposal is less like comparable districts than the Board's for much the same reasons explained in detail in the prior analysis of the different value to be given to added experience. This is illustrated in the following relatively less comprehensive analysis of the dispute about lane differentials.

Using the ratio of the MA Min to the BA Min as the sample measure of the value of added education, and selecting as comparables the same sixteen districts used in analysis of experience increments, the arbitrator found that the Randall ratio in '78-'79 of 107.4% was rather low. Fourteen districts had higher ratios and only one had a lower one. The median ratio in '78-'79 was 108.9% and the average was 110.3%.

For '79-'80 under both the Association and Board proposals, the Randall ratio would rise to 109.2%, which would leave it tied for eleventh with one other district and with ten above it and two below it. The median ratio for the fourteen of sixteen districts that had settled (Wheatland and Union Grove Elementary had not settled) was 110.2% and the average was 110.6%. The Board proposal for '80-'81 would further increase the Randall ratio to 110.8% while the Association proposal for '81-'82 would increase the ratio to 112.6%. When these proposals are measured against the '79-'80 ranking already mentioned, the Board proposal would rank Randall sixth of the fourteen and the Association proposal would rank Randall fourth of the fourteen.

the Randall '73-'79 schedule and the Board's proposed schedule is more like that of comparable districts than the Association's proposed schedule.

Therefore, for the reasons explained in this section of the award, the arbitrator finds that when examined against the comparability criterion of the statute as was done by the parties, the salary proposal of the Board is superior to that of the Association. The arbitrator turns now to the other issues.

Other Issues:

No evidence was introduced to show that there was a need on the part of the Board to change the existing language of the management rights clause. The arbitrator notes that the Board's argument to the effect that other districts have lengthier and more detailed clauses but does not regard this as an overwhelming reason to change present language which is not causing any problem.

For the same reason, the arbitrator rejects the Association argument that the existing sentence in Article X, Duration, referring to no further negotiations during the life of the agreement, should be deleted from the Agreement.

In so far as health insurance language is concerned, the arbitrator sees no problem with the Board language regarding its payment of "full premium costs" for '80-'81. The language to which the Association objected applied only to the '79-'80 year. It caused no problem then and, since it has been superseded by Board language which is the same as the Association language, the arbitrator sees no reason to take differences on this issue into account in determining which final offer as a whole to select.

The arbitrator rejects the Board claim that the Association position on dental insurance was unclear and therefore prejudicial to the Association's position. Board Exhibits 5 and 22 and the explanation about dental insurance furnished to the arbitrator at the public hearing and the arbitration meeting by the Association and the Board show clearly that the Association was proposing a dental plan without a \$25 deductible and with an employer contribution of \$8.48 monthly for a single person and \$25.22 monthly for the family effective in '80-'81 for the duration of the agreement. The Board proposal, although similar differed in two respects. The Board proposal contained a \$25 deductible and a monthly employer contribution of \$7.45 for single coverage and \$22.06 for family coverage. Also the Board proposed that dental insurance become effective in '79-'80 and remain in effect for the duration of the two year contract that it proposed.

The Association noted that it delayed the effective date of the dental program until '80-'81 because of the cost of its salary proposal. The Board noted that it deferred the creation of the BA+6 educational lane until the '80-'81 year because of the cost of making the dental insurance program effective in '79-'80. The arbitrator finds that the difference in dental insurance proposals is not of sufficient magnitude to influence the choice of final offers as a whole.

The arbitrator wishes to note that if the final offer of the Board is selected, the Board will be obliged to pay retroactively to each teacher who signs up for dental insurance, the required Board contribution of \$7.45 and \$22.06 per month for single and family coverage respectively from the start of the '79-'80 year until the point that the insurance coverage starts and this

contract, he favors a two year contract because it is shorter and puts the parties back into negotiations sooner.


Final Offer As A Whole:

As was stated at the outset of this discussion, the parties made clear to the arbitrator that the basic cause of the dispute was the preference of the Association for a salary schedule with compounded percent increases for experience and education and the Board opposition to such arrangements. The arbitrator believes that the Board position on this basic issue is more reasonable when measured against the comparability criterion in the statute and, since the differences between the parties on other issues are not of sufficient magnitude to affect his conclusion on the basic issue, will select the final offer of the Board.

AWARD

After careful consideration of the evidence and arguments of the Association and the Board, and with full consideration of the statutory criteria, the arbitrator selects the final offer of the Board and orders that the 1978-1979 Agreement be amended by inclusion in it of the matters stipulated to by the parties and by the final offer of the Board.

5/27/80  
May 27, 1980

  
James L. Stern  
Arbitrator