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In the Matter of Mediation-Arbitration :  
Between : AWARD  
THE GREENFIELD EDUCATION ASSOCIATION : School District of Greenfield  
and : Case LXII No. 26588 MED/ARB-817  
THE GREENFIELD SCHOOL BOARD : Decision No. 18170-A

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I. HEARING. A hearing on the above entitled matter was held on December 11, 1980, at the Greenfield Middle School, 3200 W. Barnard Avenue, Greenfield, Wisconsin, beginning at about 6 p.m., after a period of mediation.

II. APPEARANCES.

JAMES GIBSON, UniServ Director, WEAC UniServ Council #10,  
appeared for the Greenfield Education Association

MARK F. VETTER, Attorney, MULCAHY & WHERRY, S.C.,  
appeared for the School District of Greenfield.

III. NATURE OF PROCEEDINGS. This is a proceeding in mediation-arbitration pursuant to Section 111.70 (4) of the Municipal Employment Relations Act of the State of Wisconsin. The Greenfield Education Association filed a petition with the Wisconsin Employment Relations Commission on July 28, 1980, alleging that an impasse existed between it and the School District of Greenfield in attempting to reach an agreement for the school year beginning in August 1980. The Association asked that the Commission initiate mediation-arbitration pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act. Mr. Timothy E. Hawks, of the Commission staff, investigated the matter on September 18 and October 6, 1980, and found that the parties were deadlocked. The parties filed final offers on October 9, 1980. The Commission concluded that an impasse existed within the meaning of the section cited, certified that the conditions precedent to the initiation of mediation-arbitration as required by the statute existed, and on October 17, 1980, ordered that mediation-arbitration be initiated. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as mediator-arbitrator, the Commission appointed him on November 3, 1980. The parties met in mediation on December 12, 1980. The arbitrator, judging after a suitable period of time that the parties remained at an impasse, ordered arbitration which proceeded later on the same day.

IV. THE FINAL OFFERS.

A. Final Offer of the Greenfield Education Association.

10/7/80  
JH/21

GREENFIELD EDUCATION ASSOCIATION  
Final Offer for Arbitration  
October 7, 1980

1. Article VIII, Section 1, p. 10 - Medical Insurance

The Board shall pay the full cost of a \$2 deductible prescription drug benefit which is equivalent to the plan offered through the WEA Insurance Trust (benefit description attached). This benefit shall become effective within 30 days of receipt of the Arbitrator's award.

2. Article XXXVI, p. 26, Section 1 - Duration

Change the duration to "August 15, 1980 to August 14, 1981". Change the dates in Section 2 to "March 15, 1981, April 1, 1981 and May 1, 1981" respectively.

3. 1980-81 Salary Schedule (Attached)

- A. Increase the base salary to \$12,050.
- B. Maintain the 1979-80 salary schedule index.
- C. Add \$600 to the longevity amounts in the 1979-80 contract. The new amounts would be as follows:

BA	=	\$1425	MA	=	\$1500
BA+10	=	\$1425	MA+10	=	\$1525
BA+20	=	\$1425	MA+20	=	\$1550
BA+30	=	\$1475	MA+30	=	\$1575

4. Article XXIV - Board proposal regarding Extra Curricular Duties

- A. Revise Paragraph 2 to read as follows:

"The Administration shall have the right to assign the existing faculty sponsor for not more than one (1) school year after written request of resignation has been received by the Building Principal concerned. Every attempt will be made to find a qualified replacement before this right is exercised. In addition, the Administration may secure persons outside the bargaining unit of teachers to cover extra-curricular assignments if there are no qualified applicants within the Association. If a person outside the bargaining unit is employed to cover an extra-curricular assignment, the Board shall have the right to assign that individual to perform the assignment for two consecutive years before it must again be offered to members of the teacher bargaining unit. In the event a suitable replacement cannot be found, the Administration shall have the right to assign the current sponsor to the activity for an additional year."

5. The Stipulation of Tentative Agreements (Attached)

GEA Final Offer  
10/7/80

10/7/80  
J.H.H.

Greenfield  
Salary Schedule

<u>Years</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
0	*12050 (1.00)	12532 (1.04)	13014 (1.08)	13496 (1.12)	13978 (1.16)	14460 (1.20)	14942 (1.24)	15424 (1.28)
1	12773 (1.06)	13255 (1.10)	13737 (1.14)	14219 (1.18)	14701 (1.22)	15183 (1.26)	15665 (1.30)	16147 (1.34)
2	13496 (1.12)	13978 (1.16)	14460 (1.20)	14942 (1.24)	15424 (1.28)	15906 (1.32)	16388 (1.36)	16870 (1.40)
3	14219 (1.18)	14701 (1.22)	15183 (1.26)	15665 (1.30)	16147 (1.34)	16629 (1.38)	17111 (1.42)	17593 (1.46)
4	14942 (1.24)	15424 (1.28)	15906 (1.32)	16388 (1.36)	16870 (1.40)	17352 (1.44)	17834 (1.48)	18316 (1.52)
5	15665 (1.30)	16147 (1.34)	16629 (1.38)	17111 (1.42)	17593 (1.46)	18075 (1.50)	18557 (1.54)	19039 (1.58)
6	16388 (1.36)	16870 (1.40)	17352 (1.44)	17834 (1.48)	18316 (1.52)	18798 (1.56)	19280 (1.60)	19762 (1.64)
7	17111 (1.42)	17593 (1.46)	18075 (1.50)	18557 (1.54)	19039 (1.58)	19521 (1.62)	20003 (1.66)	20485 (1.70)
8	17834 (1.48)	18316 (1.52)	18798 (1.56)	19280 (1.60)	19762 (1.64)	20244 (1.68)	20726 (1.72)	21208 (1.76)
9	18557 (1.54)	19039 (1.58)	19521 (1.62)	20003 (1.66)	20485 (1.70)	20967 (1.74)	21449 (1.78)	21931 (1.82)
10	19280 (1.60)	19762 (1.64)	20244 (1.68)	20726 (1.72)	21208 (1.76)	21690 (1.80)	22172 (1.84)	22654 (1.88)
11	20003 *(1425)	20485 (1.70)	20967 (1.74)	21449 (1.78)	21931 (1.82)	22413 (1.86)	22895 (1.90)	23377 (1.94)
12		21910 *(1425)	22392 *(1425)	22874 (1.84)	23356 (1.88)	23838 (1.92)	24320 (1.96)	24802 (2.00)
13				23647 *(1475)	24129 *(1500)	24611 (1.98) 25093 *(1525)	25093 (2.02) 25575 *(1550)	25575 (2.06) 26057 *(1575)

\*Beginning with the second year of placement, amounts indicated will be added to form the total at the bottom of each line.

- 4 -

# THE KEY TO YOUR PRESCRIPTION DRUG PROGRAM

*Your own individual PCS plastic identification card is your KEY to this new and exciting way to receive your prescription drug needs.*

**There are only three simple steps for you to follow.**

1. Present your PCS card to the pharmacist with your prescription each time you need to have a prescription filled or refilled.
2. Complete your portion of the voucher, listing the patient's name, date of birth, sex, and relationship to you; then sign the form verifying that the information is correct.
3. Pay to the pharmacist the amount shown as the "deductible" on the PCS card.

and THREE simple cautions to observe.

1. Keep your PCS plastic card in your possession at all times.
2. Do not lend it to anyone, and do not leave it at your pharmacy.
3. The claim voucher form when signed is a legal document, therefore do not sign any vouchers to be used at a later date.

Use your PCS card at any pharmacy displaying the PCS decal. Check with your employer or fund office for a complete listing of PCS Member Pharmacies.



**WEA INSURANCE TRUST  
Prescription Drug Plan**

**GENERAL INFORMATION**

When your prescription is filled at a participating PCS member pharmacy, the deductible is your only charge. It is to your advantage to use a participating pharmacy.

If for some reason this is not possible, you may take your prescription to any pharmacy and pay the full amount. Then as soon as possible obtain a PCS Prescription Drug Claim Form from your school business office, complete it correctly, and mail it to PCS.

**DRUGS COVERED**

Those drugs which are lawfully obtainable only from a licensed pharmacist upon the written order of a licensed physician or dentist. These are commonly called "legend" drugs. Sometimes prescriptions are written for items that are not "legend". The governing factor is not that a prescription was written, but whether or not a prescription was required by law. Compounded medication is covered if one or more "legend" drugs are required.

Injectable insulin is covered if it is obtained on a prescription form from your physician.

Oral contraceptive medication is covered

**DEDUCTIBLE**

The deductible amount will be indicated on your identification card. It will be either \$1 or \$2 per prescription or refill at any PCS participating pharmacy.

**DISPENSING LIMITATIONS**

As ordered by your physician or dentist but not to exceed a 34-day supply or 100 unit doses, whichever is greater. Oral contraceptive medication is limited to a three (3) month supply.

**EXCLUSIONS**

Drugs or medicines lawfully obtainable without a prescription order of a physician or dentist, except insulin.

Therapeutic devices or appliances, including hypodermic needles, syringes, support garments and other nonmedical substances regardless of their intended use.

Prescription drugs which may be properly received without charge under local, state or federal programs, including workmen's compensation.

Any charge for the administration of prescription legend drugs or injectable insulin.

Drugs labeled. "Caution—limited by federal law to investigational use" or experimental drugs, even though a charge is made to the individual

Medication which is to be taken by or administered to, in whole or part, the individual while he or she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.

Refilling of a prescription in excess of the number specified by the physician or dentist, or any refill dispensed after one year from the order of a physician or dentist

These explanations are intended to outline some features of the drug plan. Additional details may be obtained from the WEA Insurance Trust office.

**WEA INSURANCE TRUST**

502 N. Eau Claire

P.O. Box 7338

Madison, WI 53707

Telephone: Toll Free 1-800-362-8250

or 608-274-7400

B. Final Offer of the Greenfield School Board.

GREENFIELD SCHOOL BOARD

FINAL OFFER

October 8, 1980

1. Article XXXV - Salary Schedule

- A. Base Salary - \$11,640
- B. Maintain the 1979-80 salary schedule index.
- C. Longevity - add \$600 to the longevity amounts in the current contract. The new amounts would be as follows:

BA	- \$1,425	MA	- \$1,500
BA + 10	- \$1,425	MA + 10	- \$1,525
BA + 20	- \$1,425	MA + 20	- \$1,550
BA + 30	- \$1,475	MA + 30	- \$1,575

2. Article XXXVI - Term of Agreement

- A. Amend paragraph 1 - Duration to read as follows:

"This Agreement shall be effective August 15, 1980 and shall remain in full force and effect through August 14, 1982 except as otherwise provided in this Agreement. The issues of salary schedule and two (2) issues to be selected by each party, Board and Association, shall be subject to negotiations for the second year of this Agreement."

- B. Amend the dates in subparagraph A, B and C in paragraph 2 - Timetable for Negotiations as follows:

"A. March 15, 1981 for the reopener (March 15, 1982 for the next contract) B. April 1, 1981 for the reopener (April 1, 1982 for the next contract) C. May 1, 1981 for the reopener (May 1, 1982 for the next contract)."

3. Article XXIV - Extra-Curricular Duties-Revise Paragraph 2 to read as follows:

"The Administration shall have the right to assign the existing faculty sponsor for not more than one (1) school year after written request of resignation has been received by the Building Principal concerned. Every attempt will be made to find a qualified replacement before this right is exercised. In addition, the Administration may secure persons outside the bargaining unit of teachers to cover extra-curricular assignments if there are no qualified applicants within the Association. If a person outside the bargaining unit is employed to cover an

extra-curricular assignment, the Board shall have the right to assign that individual to perform the assignment in subsequent school years. In the event a suitable replacement cannot be found, the Administration shall have the right to assign the current sponsor to the activity for an additional year."

4. Article VIII - Medical Insurance-Reject the Association's Prescription Drug proposal.
5. The stipulation of all tentative agreements would be included in the final agreement.

V. FACTORS TO BE CONSIDERED. Section 111.77 (4) (cm) 7 states that arbitrators shall give weight to the following factors:

"7. 'Factors considered.' In making any decisions under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

"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 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 the 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, and continuity and stability of employment, and all other benefits involved.

"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."

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There are no issues here involving the lawful authority of the Employer to meet either offer.

VII. STIPULATIONS OF THE PARTIES. All other matters relating to the proposed agreement are stipulated to and were submitted to the WERC on October 6, 1980.

VIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE EMPLOYER TO PAY. In viewing the issues from the criteria of the interests and welfare of the public, this criterion will be applied to the individual issues which later appear. As to the criterion of the ability of the employer to pay, the data shows that while the District is above average in the number of students in the most comparable group of districts, its individual pupil cost is below average and its full value taxable property is above average. Further the relative status of the District in



taxes on a \$50,000 home in the metropolitan area has dropped with respect to how high the taxes are. The arbitrator therefore concludes that there is a relative ability to pay either of the offers. The District argues that while it is not arguing inability to pay, the interests and the welfare of the public is that it should not be required to pay the Association offer.

#### IX. COMPARABLE DISTRICTS.

A. Each party has laid stress in presenting the significance of its offer as to its greater comparability with a list of comparable districts. However the comparable districts differ both in size and in the emphasis put on certain districts by the parties.

The Association considers as most comparable districts the Districts of Franklin, Greendale, Greenfield, and Whitnall, districts in the southwest district of Milwaukee County. Another group of districts considered "most comparable" are other districts in the southern part of Milwaukee County; these are the Districts of Cudahy, South Milwaukee, Oak Creek, and St. Francis. It considers only as generally comparable other districts of Milwaukee County and eastern Waukesha County. These include Brown Deer, Germantown, Elmbrook, Menomonee Falls, Muskego, New Berlin, Nicolet, Shorewood, Wauwatosa, and West Allis.

The School Board however includes all the school districts of Milwaukee County, except the City of Milwaukee, the eastern districts of Waukesha County, the Muskego-Norway District in Racine County, and the Germantown District in Washington County. The Districts are Brown Deer, Cudahy, Elmbrook, Franklin, Germantown, Greendale, Greenfield, Menomonee Falls, Muskego, New Berlin, Nicolet, Oak Creek, St. Francis, Shorewood, South Milwaukee, Wauwatosa, West Allis, Whitefish Bay, Whitnall, and Glendale-River Hills.

Each party presented data about its comparable group. Association Exhibit 2 is in respect to the districts the Association considers most comparable, namely Franklin, Greendale, Greenfield and Whitnall. This exhibit showed that the Greenfield District had the second highest attendance with 3676 ADM, is third in budgeted costs with \$2530 per pupil, and with a 1980 full value tax rate of \$11.61 has the lowest such rate. The Greenfield District has the highest full value of taxable property per pupil at \$126,458 per pupil. The average 1980 taxes on a \$50,000 home at \$860 in Greenfield were the lowest of the four districts where the average tax was \$937. Greenfield also had the largest tax rate change from 1979 to 1980 with a 13.9% drop. It was second highest in the 1979-80 pupil-teacher ratio with a ratio of 16.7.

From this same Association Exhibit 2, the following rank of Greenfield with respect to the eight southern Milwaukee County districts and to eighteen regional districts is shown in the table.

TABLE I

RANK OF GREENFIELD WITH RESPECT TO 8 SOUTH SUBURBAN  
MILWAUKEE COUNTY SCHOOL DISTRICTS AND 18 REGIONALLY COMPARABLE  
DISTRICTS WITH RESPECT TO CERTAIN OPERATING CONDITIONS

Item	Greenfield Rank Among 8 Districts	Greenfield Rank Among 18 Districts
1. Adm.	3	9
2. Budgeted Costs/Pupil	7	16 (1)
3. 1980 Full Value Tax Rate	7	13 (1)
4. Full Value, Taxable Property/Pupil	1	6 (1)
5. 1980 Taxes on a \$50,000 Home	7	14
6. Tax Rate Change, 1979 to 1980 percentage change resulting in greatest downward change	3	6
7. 1979-1980 Pupil/Teacher Ratio (Highest ratio = rank of 1)	3	4

(1) of 17 districts

The Association Exhibit 3 listed a Milwaukee Journal article of February 20, 1980, showing that Greenfield had dropped from 16th to 27th in taxes on a \$50,000 home among 46 districts in the metropolitan Milwaukee area. Association Exhibit 4 showed that in 1978, the average income per taxpayer in Greenfield was \$11,826.48, or 13th among 18 districts, 4th among the four most comparable districts, and 4th among the eight southern Milwaukee County districts.

From the Board's Exhibits 10, 11, 12, 13 and 14 the following information is derived:

TABLE II

RANK OF GREENFIELD WITH RESPECT TO 20 MILWAUKEE METROPOLITAN  
AREA SCHOOL DISTRICTS AND RANK WITH RESPECT TO FRANKLIN,  
GREENDALE AND WHITNALL AND TO 8 SOUTH SUBURBAN  
MILWAUKEE COUNTY DISTRICTS

Item	Rank Among 20 Districts	Rank Among 4 Districts	Rank Among 8 Districts
1. Enrollment Trend, from 1975-76 to 1979-80, Amount of Drop in %	6	2	4
2. 1979-80 Non-Operating Costs/Pupil	11	2	4
3. 1979-80 Total Costs/Pupil	7		
4. 1979-80 State Aid	7	2	4
5. 1979-80 District Equalized Value	9	1	2
6. 1979-80 Equalized Value/ Pupil	8	1	1

B. The Association's Position. The Association prefers, as it has in the past few years, using comparisons between Greenfield and six other south suburban school districts in UniServ Council #10. The Association notes that in 1979-80 there were three arbitration cases in its district. In one instance the arbitrator preferred the concept of metropolitan area comparisons, in another the arbitrator found the Uni-Serv District the proper group for comparison, while the arbitrator in the instant matter in one case found both the metropolitan and district comparisons useful, but established a hierarchy of comparisons in which there was a general comparability among the metropolitan school districts, a higher comparability among the south suburban regional, and the greatest comparability to be found within the south suburban group by grouping the eastern districts and the western districts. In this case the Association holds that the most comparable group of districts consists of the western group of Greenfield, Greendale, Franklin and Whitnall. The Association in Association Exhibit 2 has averaged the various groups. It notes that Greenfield is above average in the number of students in the most comparable group and the south suburban group. It notes that its cost per pupil is well below average in all the three groupings. It notes that the full value taxable property per pupil is above average in the south suburban area; thus it follows that state aids are below average. It notes that taxes on a \$50,000 home in Greenfield are well below average in all three groupings, and that Greenfield had one of the greatest tax decreases while the pupil-teacher ratio at Greenfield was higher than the average in the other three comparison groups. It notes that school taxes in Greenfield dropped from 18th rank to 27th rank in the metropolitan area from 1979 to 1980 and that the district has well educated citizens with the second highest percentage of college graduates in heads of households. It concludes that the effort of the residents of the district who have a level of income comparable to that of residents in neighboring districts, is comparably low while the ability to support the schools is comparatively high.

The Association believes that while there is agreement on the appropriate group of school districts to which Greenfield should be compared, yet the important factor is the emphasis that is to be given on the different groups in its comparison groups. It does not agree that comparison districts should be changed from year to year. The parties should be consistent in their use of comparable districts from year to year since the objective factors of these districts do not change.

C. The Board's Position. The Board, in noting the principles applied by arbitrators in determining comparability, states that the districts which it has chosen to view as comparable lie in close geographic proximity to each other and to the Milwaukee metropolitan area and notes that the Greenfield District is bordered by Greendale, Whitnall, and Franklin, and is in the same general southern perimeter of Milwaukee County as are St. Francis, Cudahy, South Milwaukee and Oak Creek. All the other districts are in the metropolitan Milwaukee area. All of these districts are included, because they naturally compete for the same labor pool of teachers seeking jobs within the general area.

The Board, asserting that average pupil membership is also a vital factor in comparability, notes that the Greenfield District has an ADM within 232 students of the metropolitan average of 4,033 ADM. The Board has not included in its metropolitan cross section those schools in the metropolitan area which are substantially larger than Greenfield.

The Board also uses the criterion of per pupil operating cost, and notes that Greenfield ranks 14th out of twenty comparable districts. The Board also states that in state aid, Greenfield ranks tenth among the districts, but is above the average, and this indicates that there are significant similarities in the amount of state aid among the districts since Greenfield is but \$79,264 above the average aid of \$1,773,668.

Taking full value tax rates, the Board is within \$1.25 of the overall comparable average of \$12.86, which also indicates a high degree of similarity.

The Board, discussing the views of arbitrators who had cases in the south suburban districts in the last year, takes the position that the selection of comparable districts should not be absolute from year to year, but holds that the school district in the entire metropolitan area should be viewed as comparable. However, based on issues and circumstances involved in each case, certain districts should be considered more comparable than others. It states that groupings can be made, but does not believe that labels given to the groupings as "most", "regionally", or "generally" comparable are necessarily appropriate with respect to each of the issues that may appear in a case. In this matter, since none of the groups involved here which are regionally comparable have settled, then the most comparable appropriate group consists of the districts in the metropolitan area. The Board cites the decision of Arbitrator Imes in School District of Greenfield, Voluntary Impasse Procedure (12/79), to use the metropolitan districts as the standard of comparison. The Board believes that with this standard a more realistic assessment and functional decision can be arrived at by the arbitrator.

D. Discussion. From the data presented by the parties on comparable districts, the arbitrator believes that his former judgment that there are degrees of comparability within the Milwaukee metropolitan area is a valid concept. For example in Association Exhibit 4, it is clear that the industrial suburbs of southeastern Milwaukee County have a lower per taxpayer income than do the districts in the rest of the County or eastern Waukesha County or southeastern Washington County. It is clear also that the Districts of Greenfield, Greendale, Franklin and Whitnall have a higher level of income than the first four districts named, but are below the income found in the North Shore suburbs of Milwaukee.

The arbitrator, however, agrees with the Board that where there are no data to compare in the most comparable or regionally comparable districts, then it is a valid exercise to employ the next most comparable data. In this case, this would be the data from the metropolitan districts which are comparable because of ADM and proximity.

The arbitrator notes that the parties have generally selected the same districts for comparison, and that the difference between them is what groupings of districts should be used for comparing what.

#### X. DURATION.

A. The Association is proposing a one year agreement effective August 15, 1980, to August 14, 1981. The Board is proposing a two year agreement effective August 15, 1980, through August 14, 1982, with reopeners on the salary schedule and two other issues to be selected by each party for the second year of the agreement.

The following information is derived from Association Exhibit 10 A and B, and from Board Exhibit 64:

TABLE III

DURATION OF SCHOOL DISTRICT CONTRACTS IN MILWAUKEE METROPOLITAN AREA

District	In Negotiation		Length of Contract in Existence (Yrs.)	New Contract Time
	Bds.	Teachers		
1. Greenfield	2 Yrs. 4 Reopeners	1 Yr.		
2. Greendale			1	1981
3. Franklin			?	1981
4. Whitnall	1 Yr.	2 Yrs. 4 Reopeners		
5. St. Francis	2 Yrs. 2 Reopeners	1 Yr.		
6. Cudahy	2 Yrs. 6 Reopeners	1 Yr.		
7. Oak Creek			1	1981
8. South Milwaukee	2 Yrs. Reopeners	1 Yr.		
9. Brown Deer			1	1981
10. Germantown			1	1981
11. Elmbrook			2	1981
12. Menomonee Falls			1	1981
13. Muskego			1	1981
14. New Berlin			3	1981 Possible Reopener
15. Nicolet			2	1981
16. Shorewood			1	1981
17. Wauwatosa			1	1981
18. West Allis			1	1981
19. Whitefish Bay			2	1981
20. Glendale/River Hills			2	

Board Exhibit 63 showed that the Greenfield District has four two year contracts from 1971-1972 to 1978-1979, and then the current one year contract which has expired.

B. The Association's Position. The Association, calling attention to its Exhibits 10 A and B, holds that two of the other teacher associations in the most comparable district will have the ability to renegotiate their entire contract in 1981-1982. Three of the seven teacher associations of the south suburban districts will have opportunity to renegotiate their contracts in 1981. In the other four districts in arbitration, it is possible that the results could be that all could renegotiate their entire contracts in 1981-1982. Further, 13 other associations in the entire metropolitan area will be renegotiating contracts in 1981. If the Greenfield teachers cannot negotiate a complete contract in 1981, they will be at a significant disadvantage.

The Association contends that the previous practice of two year agreements in the District does not support the Board position. The most recent agreement was for one year, and there is no persuasive reason why this should be changed. Further the two year agreements of the past had more reopeners than are contemplated in the present Board offer. The Association also holds that the Greenfield teachers would be at a disadvantage compared to other teachers in the area because of this restrictive language. It notes that it brought 37 separate proposals to the bargaining table, all of which had been carefully screened, and reached a tentative agreement on less than one-half of these proposals. These issues should be given consideration with other issues in 1981.

The Association listed 15 economic issues which are normally adjusted from year to year in negotiations and says that these 15 issues could not be squeezed into two "wild card" issues. The Association also says it has a crucial workload issue relating to the workload of special education teachers which it wants to raise again, and it needs to bring this issue to the Board in 1981 after its task force of special education teachers in Council #10 have worked out the problem. The Board would force the Association to make a difficult, unnecessary and unfair choice to use up one of two wild card issues for this issue.

The Association rejects the Board contention that the Board's offer on duration reflects a mature, sophisticated and rational attitude, but rather that the longer duration is preferred by the Board to limit the issues it has to deal with.

As to the contention of the Board that immediately after this issue is concluded, it would have to enter into new negotiations, the Association says it should not be penalized for delays in achieving a contract settlement.

C. The Board's Position. The Board notes that its offer of a two year agreement is consistent with the past practice of the parties. The Board rejects the Association contention that the Association needs to present all the issues that it wants to discuss, because it is not necessary to continue to resurrect a litany of issues each year in negotiations. A more mature, sophisticated and rational approach is to focus on a limited number of issues each year, something which can be done under the Board's proposal. The Board also says that when reopeners were permitted, the number of issues discussed were equal to or less than the number the Board is proposing. The bargaining history of the parties shows that they accepted the practice of two year agreements in the past, and the Board offer on duration is the most reasonable.

The Board notes that the decision on the dispute will not be made until sometime in January or February 1981, and then under the one year agreement, this would put the parties in negotiation shortly thereafter. This is not in the interest of good labor relations nor does it serve the Board purpose of education. Also under the Board offer of limiting issues, a more expeditious settlement can be achieved in 1981-1982.

The Board says that its exhibits show that five of eight districts which settled for the 1980-81 year have negotiated multi-year agreements. The Board especially notes that the Whitnall District teachers are offering

a two year settlement, and this district includes part of the City of Greenfield. Ten of twenty metropolitan districts have two year settlements as part of their final offers. Thus the Board two year offer is the more reasonable.

D. Discussion. An examination of Table III above reveals that no clear pattern on the duration of contracts has emerged in the most comparable districts of Greenfield, Greendale, Franklin and Whitnall. In one instance an association wants a two year agreement and in another instance an association wants a one year agreement. With respect to the south suburban area, there is an emerging pattern of school districts wanting multi-year agreements. With respect to metropolitan area agreements already in existence, the majority of such agreements, though not the overwhelming majority, consists of one year agreements. One clear pattern that exists is that a large majority of the districts will be considering completely new contracts in 1981. From the point of view of comparability, this is a factor in favor of the Association offer.

There is the matter of what is in the interest of the public with respect to duration. The Association notes that it will be under a disadvantage in not being able to raise a number of economic issues and teacher workload issues as well as other issues which might evolve by 1981. The Board states that it would not be in the interest of education to start over with negotiations almost immediately at the conclusion of this process. The arbitrator is of the opinion that while the Board offer will prevent the Association from raising a number of issues which it might like (though it could lump its economic issues as one), nevertheless it does not appear to be in the interest of the public to have the parties start negotiating **all issues** immediately after this matter is concluded. In this matter of duration, the arbitrator is of the opinion that the weightiest factor is this matter of public interest and therefore holds that the Board offer on duration more nearly meets the statutory criterion on the interests and welfare of the public.

#### XI. SALARY COSTS.

A. The Association proposes an increase in base salary from \$10,900 to \$12,050, an increase of \$1,150. It proposes the following longevity payments:

BA, BA+10, BA+20	\$1,425
BA+30	1,475
MA	1,500
MA+10	1,525
MA+20	1,550
MA+30	1,575

The Board proposes an increase in base from \$10,900 to \$11,640, an increase of \$740. The Board proposes the same longevity payments as the Association.

The following information as to salary and longevity only is derived from Association Exhibits 14 and 16, and Board Exhibits 7 and 8 which are identical:

TABLE IV  
COMPARATIVE COSTS OF FINAL OFFERS - SALARY AND LONGEVITY

Item	Association	Board	
<u>1979-80</u>			
Salary, 221.9 Teachers	\$3,875,124	\$3,875,124	
Longevity	85,375	85,375	
Total	3,960,499	3,960,499	
<u>1980-81</u>			
Salary, 221.9 Teachers	4,368,487	4,219,849	
Longevity	153,425	153,425	
Total	4,521,912	4,373,274	
Increase	561,413	412,775	
% Increase		14.2	10.4
Average Cost Per Teacher of Increase	2,530	1,860	
<u>1980-81 Actual</u>			
Salary, 209.91 Teachers	4,208,611	4,065,413	
Longevity	139,225	139,225	
Total	4,347,886	4,204,638	
Increase	387,337	244,139	
% Increase		9.8	6.2
Average Cost Per Teacher of Increase	1,845	1,163	

According to Association Exhibit 19, 46% of the teachers were at the maximum salary in 1979-80, 50% were at the maximum in 1980-81 and in 1981-82 54% will be at the maximum.

#### XII. SALARY - COMPARISONS.

A substantial amount of evidence was submitted by the parties in support of their offers, and significant features of this evidence will be summarized. Association Exhibit 18 compared average increase per teacher and average increase at maximum salaries for all the south suburban districts except Whitnall for the 1979-80 settlements. The average increase per teacher at Greenfield was \$1500, the second lowest in dollar amounts where the top increase was \$2350, the lowest \$1297 and the average \$1741. The lowest increase was in Franklin where the dollar increase was \$1297 in the second year of a three year agreement. The Greenfield increase of 9.0% was also the second lowest percentage increase, where the highest was 13.9%, the lowest 7.7% and the average of districts other than Greenfield was 10.7%.

The average increase for maximum salaries at Greenfield ranged from \$1335 to \$1611, a percentage range of 7.4% to 7.9%. With the exception of Franklin, Greenfield was lowest in percentage range, and in dollar base of the range and dollar top of the range. The Association argues that this shows a need for catch-up in the maximum salaries.



Association Exhibits 20 A-D presented data on how salary increases from 1976 to the present offers for 1980-81 stood and stand in comparison to the changes in the Consumer Price Index. The Association compared the percentage change in the CPI to the salary increases for the selected levels of BA-0 level, and of the MA+5 level, assuming each earned six credits per year for the next four years; and of the BA top step and the MA+30 top step. It made this comparison among seven south suburban districts excluding the Whitnall District. The following summary taken from the Association's Brief serves adequately to reflect these exhibits:

TABLE V

PERCENTAGE CHANGE IN SALARIES FOR GREENFIELD TEACHERS  
AT SELECTED STEPS AND LANES FROM 1977-78 TO 1980-81 PROPOSED SALARIES,  
PERCENTAGE CHANGE IN INFLATION RATE, AND AVERAGE GAIN IN  
SEVEN SOUTH SUBURBAN DISTRICTS (WHITNALL EXCLUDED)

	<u>Inflation rate for previous 12 months</u>	<u>Greenfield Teacher gain (+) or loss (-) to inflation</u>	<u>Average gain (+) or loss (-) to inflation</u>
Example Teacher A:			
1977-78	+ 5.7%	+5.7%	+5.7%
1978-79	+10.5%	+4.0%	+2.9%
1979-80	+15.6%	-4.3%	-2.1%*
1980-81 (BOE)	+13.7%	+1.8%	+ .1%
1980-81 (GEA)	+13.7%	+5.9%	+4.2%
Example Teacher B:			
1977-78	+ 5.7%	+3.7%	+3.9%*
1978-79	+10.5%	+1.0%	+2.5%*
1979-80	+15.6%	-5.9%	-3.5%*
1980-81 (BOE)	+13.7%	+ .6%	-1.4%
1980-81 (GEA)	+13.7%	+3.3%	+2.88%
Example Teacher C:			
1977-78	+ 5.7%	+ .4%	+ .1%
1978-79	+10.5%	-5.8%	-5.1%*
1979-80	+15.6%	-7.7%	-6.6%*
1980-81 (BOE)	+13.7%	-3.9%	-5.8%
1980-81 (GEA)	+13.7%	- .3%	- .9%
Example Teacher D:			
1977-78	+ 5.7%	+ .8%	+ .0%
1978-79	+10.5%	-4.4%	-4.9%
1979-80	+15.6%	-8.2%	-6.8%*
1980-81 (BOE)	+13.7%	-4.6%	-6.0%
1980-81 (GEA)	+13.7%	-1.0%	-1.1%

\* Greenfield teachers condition worse than average condition.

The Association made a comparison of average teachers salaries for 1979-80 between the eight south suburban districts and Wauwatosa, West Allis and Germantown Districts, because these settled most recently for 1980-81. It did this by placing the 211.9 teachers in the Greenfield District into the salary schedules of the other districts, and then averaging the salaries.

Greenfield ranked four among these 11 districts with its average salary of \$17,848. It ranked third in the south suburban districts and second in the most comparable districts surrounding it (Assn. Ex. 21).

The following is abstracted from Association Exhibit 22:

TABLE VI

RANK OF 1979-80 SALARIES AT GREENFIELD AMONG THE MOST  
COMPARABLE DISTRICTS, THE REGIONAL DISTRICTS AND  
18 METROPOLITAN DISTRICTS

<u>Lane and Step</u>	<u>Most Comp. Districts</u>	<u>Regional Districts</u>	<u>Metropolitan District</u>
BA-0	3	7	14
BA-6	2	4	5
BA-13	2	6	10
MA-0	4	5	8
MA-6	3	4	6
MA-13	3	5	7
MA+30-0	3	5	5
MA+30-6	3	5	6
MA+30-13	3	5	6

The Association made a tabulation of cumulative earnings for selected lanes for a period of twenty years and involving the 18 metropolitan districts it considers comparable. The assumption was that a teacher would remain in a lane for a total of 20 years with no change in the 1979-80 schedule. These data will not be given here, but the arbitrator agrees with the observation made by the Association in its Brief that the Greenfield teacher in cumulative earnings would tend to rank third or fourth in the most comparable districts, fifth or sixth in the south suburban districts and seventh in the entire metropolitan group (Assn. Ex. 23).

Association Exhibit 24 A and B listed the state of contract negotiations in the metropolitan area. Seven of the eight south suburban districts were in negotiations. The teachers' associations offers ranged from 13.5% to 15.9%. District offers ranged from 9.7% to 10.6%. Dollar amounts ranged from \$2551 to \$2587 for teachers and from \$1751 to \$1959 for the district offers. According to the Greenfield Association, the West Allis District was settled at a rate of 13.6% increase, or an average of \$2626 for the teachers. Wauwatosa settled at a 12.5% increase or \$2301 average for the teachers. Germantown settled at 12.1% or \$1981 for the teachers on salaries only. Second year increases at Nicolet, Glendale and Whitefish Bay ranged from 9.9% to 10.2%.

Association Exhibit 25 A-C had data on the West Allis settlement supporting the above stated information. Association Exhibit 26 A-D performed the same role for the Wauwatosa settlement mentioned above. Association Exhibit 27 A-C related to the data above shown for Germantown.

The Association compared the offers in the Greenfield District with the settlements made in Wauwatosa, Germantown and Greenfield at selected steps in selected lanes. The comparison was made in such a way as to show how the relative status in dollars between the selected steps in the comparison would change. The previous differences between the Greenfield salaries and those which existed in the other districts were calculated. The new salaries for those steps in the districts which settled were given, and the proposed differences under the Greenfield offers were then calculated. This yielded a figure which showed the change in relative status. This relative status of change is summarized for selected steps in the following table:

TABLE VII  
EFFECT IN DOLLAR AMOUNTS OF PROPOSED GREENFIELD OFFERS  
IN CHANGE OF STATUS COMPARED TO SETTLEMENTS OF  
WEST ALLIS, WAUWATOSA, AND GERMANTOWN

<u>Compared to-</u>	<u>West Allis</u>		<u>Wauwatosa</u>		<u>Germantown</u>		
	<u>GR. Dist.</u>	<u>Offer</u>	<u>GEA Offer</u>	<u>GR. Dist.</u>	<u>Offer</u>	<u>GEA Offer</u>	
<u>Level</u>							
<u>Lane</u>	<u>Step</u>						
BA	0	-529	-110	-299	+111	-280	+130
BA	11	-502	+164	+117	+773	+305	+961
BA+20	12	-499	+264	-118	+595	+255	+968
MA	0	-578	-102	-305	+171	-376	+160
MA	14	-597	-174	- 15	+694	+103	+874
MA+30	14	-600	+245	-475	+370	+133	+978

+ indicates Greenfield teachers gain in the relationship of comparative salaries.  
- indicates that the Greenfield teachers lose in the relationship of comparative salaries.

As to the Board exhibits, Board Exhibits 15 through 22 listed the representative positions on each lane of the salary schedule of Greenfield and 19 other metropolitan districts. The minimum of each lane and the maximum of each lane (without longevity) were shown. From these exhibits it was not possible to compare changes for all of the districts between 1979-80 to 1980-81, because 11 districts had not settled in addition to Greenfield. One district was not reported on the chart. Germantown has been reported settled elsewhere. The arbitrator has found the chart useful to the extent that the proposed changes in the Greenfield schedule can be compared with changes effected already in Elmbrook, Glendale-River Hills, New Berlin, Nicolet, Wauwatosa, West Allis and Whitefish Bay. With Greenfield these make eight districts. The rank of Greenfield in its past status and proposed offers has some usefulness to this proceedings, and the arbitrator has developed the following table from these exhibits:

TABLE VIII  
RANK OF GREENFIELD COMPARED TO DISTRICTS WITH SEVEN  
CONTRACTS SETTLED FOR 1980-81 FOR SELECTED LANE

Lane	Minimum			Maximum		
	1979-80	1980-81		1979-80	1980-81	
		Assn.	Bd.		Assn.	Bd.
BA+0	4	2	6	7	3	6
BA+30	2	2	2	3	1	2
MA+0	2	2	2	7	3	7
MA+30	2	1	2	7	3	7

From data in Board Exhibits 15-22 and from Board Exhibits 26 and 27 which listed longevity, the Board in its Brief developed a table in which salaries of teachers in comparable districts were averaged and compared to salaries of Greenfield teachers at comparable steps for 1979-80 and 1980-81. In developing the table, the Board used the final offers of the Boards in the districts where arbitration was pending, because the Boards' offers in the other districts resemble more closely the Greenfield offer. The Board also says that settlements already made also more closely resemble its offer. The table is as follows:

TABLE IX

DIFFERENCE BETWEEN GREENFIELD MAXIMUM WAGES AND THE  
AVERAGE OF THE NINETEEN COMPARABLE DISTRICTS

Credits	1979-80	1980-81
	Maximum (Difference) Average of 19 Districts	Maximum (Difference) Average of 19 Districts
BA-0	97	146
BA+10	621	780
BA+20	546	576
BA+30	1186	1269
MA-0	-606	-374
MA+10	317	661
MA+20	181	485
MA+30	195	360

The Board has placed an emphasis on the size of its longevity payments according to those offered elsewhere in the metropolitan area. Exhibit 26 A listed longevity payments in the metropolitan area. At the MA+30 level, the Greenfield payment of \$975 for 1979-80 exceeded any other top longevity payment except that of Brown Deer which offered a payment of \$1014 for an MA+15. Six of 20 districts listed gave no benefits. The longevity payments for 1980-81 offered by the Board and the Association at a top of \$1575 for MA+30 exceed those in any other offer being made or settlement (Bd. Ex. 28 A-C).

In Board Exhibits 32 to 37 inclusive, the Board produced some tables on the matter of teachers receiving longevity in 1980-81 with respect to percentage increases over 1979-80 together with dollar amounts. The Board made comparisons in six lanes which involved 90 teachers, or 41% of the teaching staff. These data show that the Greenfield teachers eligible for longevity for the first time will receive salary increases ranging from 14.9% to 13.8%, which percentages exceed the percentage increases of any Board offer where the matter is in arbitration or settled, and which approximates the offers of teachers' associations where matters are not settled. For teachers in the second year of eligibility for longevity, the percentage increases range from 9.8% to 9.1%, percentage increases which exceed any other settled increase or Board offers in other districts, except the settlements in Wauwatosa and Germantown in some lanes.

The arbitrator has examined Exhibits 32-37 further for the actual dollar status of teachers having longevity for the second year, especially with the south suburban group where all offers are being arbitrated. Seven of the districts were listed as in arbitration with the dollar amounts of longevity. The following table has some usefulness in examining a set of conditions for the offers with respect to the rank of Greenfield teachers in the second year of eligibility for longevity:

TABLE X

PROSPECTIVE DOLLAR RANK OF GREENFIELD TEACHERS IN THE SECOND YEAR OF ELIGIBILITY FOR LONGEVITY AS COMPARED WITH THE TEACHERS IN SIX OTHER SOUTH SUBURBAN DISTRICTS, 1979-80 STATUS COMPARED TO CERTAIN OUTCOMES OF 1980-81 OFFERS

Lane	1979-80 Rank	1980-81 Rank			
		Bd. Offer		Assn. Offer	
		All Bd. Offers Prevail	All Assn. Offers Prevail	All Bd. Offers Prevail	All Assn. Offers Prevail
BA+0	3	3	4	1	3
MA+0	5	4	7	2	6
MA+30	3	3	6	2	3

The Board in its Briefs developed certain tables from data in its Exhibits 15-18 and 26 and 27, which are duplicated in a consolidated form herewith.

TABLE XI

RANK OF GREENFIELD TEACHERS IN BA AND MA MAXIMUMS IN COMPARISON WITH TEACHERS IN TWENTY METROPOLITAN DISTRICTS FOR 1979-80 AND 1980-81

	BA LANES, 1979-80		BA LANES, 1980-81	
	No. Long.	With Long.	No. Long.	With Long.
BA-0	16	12	15	9
BA+10	9	7	13	6
BA+20	13	5	12	6
BA+30	7	4	9	3

  

	MA LANES			
	1979-80		1980-81	
MA-0	16	15	17	12
MA+10	12	8	12	7
MA+20	12	9	11	7
MA+30	13	8	16	9

The Board in its Brief supplied data taken from its exhibits in which it picked out five steps in the schedule in which advances in the steps were made from 1979-80 to 1980-81, listed the increase and the percentage increases. The schedules range from BA-0, Step 2, to MA-0, Step 8; and the percentage increases as teachers in these steps advance in 1980-81 range from 12.5% for the lower step to 10.7% for the higher step. The dollar amounts range from \$1527 for the lower step to \$1912 for the higher step.

Data on total compensation will be presented before the discussion on comparisons of the Greenfield offer with conditions in other districts.

XIII. TOTAL COMPENSATION.

The parties presented data on total costs of the offers. The total costs are as follows as found in Association Exhibits 14 and 16 and Board Exhibits 7 and 8:

TABLE XII

	Total Cost			Actual Cost		
	221.9 Teachers	\$ Increase	% Inc.	209.91	\$ Increase	% Inc.
GEA	\$5,720,832	\$692,274	13.8	\$5,499,474	\$479,926	9.4
Board	5,593,357	510,809	10.2	5,324,687	296,139	5.9

Board Exhibits 38 and 39 listed 1980-81 final offers and wage settlements. Those reporting as having settled were Elmbrook, Nicolet, Wauwatosa, West Allis, Whitefish Bay, Glendale-River Hills and Germantown. The percentage increase at Glendale-River Hills was not reported for total compensation. The Board uses the figure of 10.0% for the increase in West Allis. Of the seven settlements for which wages were known, the average wage increase was \$1916 for an average percentage increase of 10.7%. Of the six settlements for which the total compensation was known, the average total compensation was \$2349 for a percentage increase of 10.92%.

XIV. SALARY COMPARISONS - POSITIONS OF THE PARTIES AND DISCUSSION.

A. The Association's Position. The Association holds that the 1979-80 settlement was particularly harmful to Greenfield teachers' salaries in that it diminished their status with respect to the other teachers in the south suburban area with the exception of one district. It was especially harmful to the teachers at the maximum of the schedule. The Association argues that in comparing the average gain or loss for inflation experienced in the salaries of other teachers in the south suburban district, the Greenfield teacher did not do as well as the other teachers on the average and especially with respect to the year of 1979-80.

The Association notes that there is no widespread settlement pattern for 1980-81 among the comparison districts, but it holds that those districts which did settle have a significant impact on this arbitration. It states that its final offer in this case compares favorably to six other south suburban teachers' offers. If all seven teacher association offers were given the award, the comparative position of Greenfield teachers would not change. The Board offer also is similar to other board offers, so it is important to compare the two final offers with districts which have settled. It says that while there are eight settlements for 1980, only three are really current. These are the ones just negotiated for the 1980-81 school year, which are Wauwatosa, West Allis, and Germantown. Others are part of a multi-year package. The Association states that the West Allis and Wauwatosa settlements are most relevant, because they are the most current and are closer geographically to Greenfield than are other districts which have settled. The Association holds that the average increase for the West Allis teachers was \$2626, or a 13.6% increase. This figure is obtained by averaging the two different

rates that the West Allis teachers received. Placing the Greenfield teachers on the two West Allis schedules would have produced the 13.8% increase. The Association offer in the Greenfield case would cause the Greenfield teacher to fall \$65 behind the West Allis schedule whereas the Board offer would cause the teacher to lose \$758 on the average.

With respect to the Wauwatosa settlement, the Board offer would cause the teachers to lose ground to the extent of \$250 on the average per teacher. In the case of Germantown, while the settlement is closer to the Board offer, the Germantown District is not in the same proximity to Greenfield as are the West Allis and Wauwatosa Districts. The Association contends that in comparing salaries at BA, Step 4, between Wauwatosa and Greenfield for 1979-80 and 1980-81 there would be a net change of -\$349 for the Greenfield teacher under the Greenfield District offer in this step. Under the Association offer the difference would be +\$159 for the Greenfield teacher. Thus the Association offer would do less good than the Board offer would do harm. This same principle generally holds with respect to 12 steps in the 3 settled districts, where in 27 instances out of 36 the Board offer would do more harm than the Association offer good.

Thus the Association considers its offer to more nearly meet the standards of comparability.

The Association contends also that the Board's data with respect to the West Allis settlement is questionable, because of faulty premises regarding the basis of the 1979-80 bases calculations. The Association also states that the Board has erred in averaging wages in districts for comparison with the Greenfield wages and failing to recognize in the process that each district has an entirely different group of teachers, so that the comparisons are not of the same complement of teachers. Further to average averages thus arrived at is to compound this type of error.

The Association takes issue with the Board method of averaging percentage increases. Percentage increases applied to different salary figures raise different amounts in terms of dollars. The only real comparisons are those to be made on the basis of dollar increases.

The Association holds that the settlements in Glendale, Nicolet and Whitefish Bay should not be given serious consideration since they are not in the same proximity as are West Allis and Wauwatosa, and two of the districts are K-8 districts while Greenfield is a K-12 district. Also these districts settled early in 1980. The Association also rejects the Board's explanation of what happened in the case of the Wauwatosa settlement where the Board increased the settlement to make up for a previously low settlement by finding additional sums. The Association objects also to the Board averaging salaries in all 18 of the metropolitan districts and to the Board's assumption that all board offers will prevail.

The Association also objects to the Board's emphasis on the increase in longevity payments and states that they are not an end in themselves. Longevity payments are a means to provide fairer increases during inflationary times, and naturally they will be higher in a district which instituted the system earlier than in other districts. Maximum

salaries with longevity are the salaries that should be compared. Although the Greenfield Board offer is as good and better than the maximum salaries increase being proposed by other boards, the fact is that under both the Board and Association offers, the salaries in Greenfield will fall farther behind the maximum salaries in West Allis.

The Association says that the teachers receiving longevity for the first time and who get what the Board considers a high increase are demonstrating the results of an inability to produce a more equitable distribution of salary dollars in the 1979-80 arbitration. The other teachers receiving longevity are getting only modest benefits. The Association also objects to the Board's chart on the salary increase for teachers within the steps. It offers no comparative data to show what salary increases for these steps are in other districts.

B. The Board's Position. The Board makes the basic contention that its offer is more reasonable in terms of wages and benefits available to other teachers. Its economic offer represents an average teacher wage and longevity increase of \$1860 or 10.4% whereas the Association's final offer represents an increase of \$2551 or a 14.3% increase. The Board in its comparison with other districts asked that the other districts provide the data for comparison under the assumption that each district's 1979-80 staff would return for the 1980-81 school year.

The Board contends that the Association is in error in holding that the settlement at West Allis entailed a \$2626 or 13.62% wage increase. The Board contends that its data obtained from the West Allis schools shows that the average teacher increase in West Allis was \$1994 or 10.01%.

The Board notes that of seven districts in the metropolitan area which have settled for 1980-81, the Board offer is only \$110 below the area average, whereas the Association's average wage increase is \$572 above the average. Thus the Board's offer more nearly matches the increases in the districts that have settled. Viewing the increases in the metropolitan districts from the point of view of percentages, the Board's offer of a 10.4% increase is nearly identical to the average increase of 10.67%, whereas the Association increase of 14.3% is excessive.

The average total compensation equals \$2434 or 10.9%, and the Greenfield Board offer differs by only \$132 from this average, whereas the Association offer exceeds the average by \$686 or 3.4%.

The Board notes that the average wage increase among the districts which have not settled as far as board final offers are concerned is \$1761. The Greenfield Board offer exceeds this area average by \$99 while the Association's final offer exceeds it by \$769. The Greenfield Board final offer on total compensation exceeds the average total compensation offered by other boards by \$95 whereas the Association final offer exceeds the average by \$913. The Greenfield Board offer exceeds all the other districts in wage offers.



The same conclusion can be drawn when percentage figures are included. The Greenfield Board offer exceeds the area average both in wage and total compensation. The Association offer greatly exceeds the average of other board offers.

The offer of the Association when compared with other association offers, shows that it exceeds the demands of the associations in Greendale, Menomonee Falls, St. Francis and South Milwaukee, and exceeds the average teacher total compensation. The Association final offer exceeds association offers in Cudahy, Menomonee Falls, Oak Creek, St. Francis and South Milwaukee. In summary, this Association offer exceeds the average increases in comparable settled districts, various board final offers and various association final offers.

The Board states that its information on settlements in Glendale-River Hills, Nicolet and Whitefish Bay should be given equal weight with other settlements because they were settlements in effect for the 1980-81 school year. They were achieved when inflation was at its highest, and they were voluntary settlements.

With respect to the Wauwatosa settlement, this 1980-81 settlement must be viewed with the 7.4% settlement of 1979-80 when the Wauwatosa board raised the issue of inability to pay. With the 12.5% settlement of this year, the average for the two years is approximately 9.95%. The Association contention, then, that only the 12.5% settlement should be considered must not be viewed in isolation.

The Board says that it has made a significant effort to compensate the majority of the teachers in the District and specifically those at the top steps. For this reason it has shown the data on various steps and compared them with similar positions in comparable districts. It has shown the maximums without and with longevity. For this reason it developed the information which has been abstracted in Table IX foregoing. The Board says that the table indicates a dramatic increase provided to teachers at the maximums under the Board's offer. The Board improved its position in relation to the average at every step.

As to longevity the Board states that the Board's offer for longevity payments provides an increase that far exceeds the longevity payments of any other district for every lane of the salary schedule. When the longevity offer of the Board is added to the top of the salary schedules, the salary increases offered by the Greenfield Board exceed every other district for teachers attaining longevity status for the first year and for the vast majority of teachers who already have attained it. Seven teachers will receive their first longevity payments and 83 teachers have already received it in Greenfield. It notes that in percentage increases, as to the teachers in the second year of longevity, the Greenfield Board offer exceeds the increases in 18 of 19 instances in the Bachelor lanes, and in 17 of 19 in the Master's lanes.

The Board prepared the information on the improvement of the maximums with the longevity payments which is shown in Table XI foregoing. The rank of the Greenfield BA lane maximums with respect to the metropolitan districts can be put into quartiles. For 1979-80, 62.5% of the rankings

rank above one half of the comparative pool, and the same is true for 1980-81; but in no lane does Greenfield rank in 1980-81 in the lowest quartile as it did in 1979-80. When this type of analysis is applied to the MA lanes in both 1979-80 and 1980-81, the Greenfield maximums ranked in the second quartile in three instances and in the third quartile in five instances.

The Board says that it has addressed the concerns of teachers at the top step and teachers who receive longevity and met their concerns for wage increases not far below the average percentage increases received by teachers in the steps, and in doing so has provided increases comparable to those in other districts, whereas the Association offer would put Greenfield way out of line.

The Board notes that the Association never mentioned or argued "catch-up" in its negotiations or its presentation, and this is not to be taken lightly. The primary concern of the arbitrator then should be whether the Greenfield teachers are achieving percentage increases comparable to those in other districts and whether their comparative standing will remain the same.

The Board also contends that its salary schedule proposal provides fair and reasonable increases to teachers within the salary schedule beginning with an increase at BA-0, Step 2 to Step 3, of \$1527, or 12.5%. The actual dollar amounts are both fair and substantial and more accurately reflect the comparative position of Greenfield teachers rather than abstract comparisons of the salary schedules. For these teachers also the issue is not "catch-up", but whether they are to receive a fair increase from 1979-80 to 1980-81.

The Board states in respect to the Association method of moving its teachers into another salary schedule to see how they would come out, the Association did this for Wauwatosa, West Allis and Germantown, but did not complete it for the other districts where there were settlements, including Brown Deer, Elmbrook, Menomonee Falls, Muskego, New Berlin, Nicolet and Shorewood. In each of these cases the Greenfield teachers would have dropped in the average teacher salary received under those schedules. It now ranks fourth among 18 districts.

The Board, noting that although less than 50% of the metropolitan districts have settled, says the Association is attempting to narrow this settlement to "recent" settlements, and this is unreasonable. Further the West Allis and Wauwatosa settlements are much larger districts and are not appropriate for full comparability to Greenfield.

The Board asserts that its method of costing the West Allis settlement which comes after a year of split settlements is appropriate. The Association method of costing the settlement inflates it, and unions can be found to be arguing on both sides of how such settlements should be figured. It should also be noted that in the West Allis and Germantown settlements the teachers obtained dental insurance for the first time, a type of insurance enjoyed by the Greenfield teachers.

C. Discussion. It should be noted that the principal discussion has been around the matter of salary and longevity, and not so much on the matter of total compensation. The percentage increases for salary and longevity used by the parties are increases generated by the offers if the 221.9 teachers of the previous year are placed in the current schedule. This produces a percentage increase of 14.3% for the Association offer and 10.4% for the Board offer. However both parties agree that the actual costs will be much lower, and will represent a 9.8% increase under the Association offer and a 6.2% increase under the Board offer (see Table IV). This actual cost would of course mean a greater ability of the Board to meet the Association offer. However since it appears that all of the Association calculations and some of the Board calculations have used the method of advancing last year's cohort of Greenfield teachers to determine comparability, the arbitrator will rely more on this method to judge comparability.

The Association is making an argument for catch-up, at least in its briefs, and has been pointing to the fact that because of an arbitrator's decision with respect to longevity payments in 1979-80, it fell behind all but one of the south suburban districts in gains on average salary. The arbitrator finds this contention to be true that it did so fall behind. The Board however contends that since the Association did not argue catching-up in its negotiations or presentation, the only valid criterion to use is the gain from last year to this year. The arbitrator does not find this contention fully persuasive. Drop in relative status over a period of time is something to consider, but of course it is not necessarily the determining factor. Rather the relative status of dollar amounts received at various levels has more weight.

The arguments of the Association with respect to comparisons as to how the changes in salary related to the changes in the CPI in Greenfield and the average changes in other districts shows that although the Greenfield teachers at the four levels shown did not do so well in 1979-80, they on the whole maintained fairly well about the same status compared to the average of the south suburban districts since 1977-78 (Table V). The table does not indicate a need to catch-up over the period from 1977-78 as far as rank is concerned.

The Association and the Board pose a situation for the arbitrator to consider. The Association's chief argument is that with respect to West Allis and Wauwatosa, the closest districts which have settled, it will lose status; whereas the Board holds that the average of all the districts which have settled for 1980-81, whether early or late in 1980, should be considered. There is of course the lack of any firm data to be found either among the most comparable group or the south suburban group.

A further problem is the contention of the Association that the Board method of averaging salaries in districts, each with different placements, is invalid. Also the Board is holding that the arbitrator should only consider gains and percentage increases of this year. The arbitrator is of the opinion that to make valid comparisons he needs to know what actual dollar amounts the teachers received, and how these compare position for position with those in comparable districts. Even on this type of information the data is meager and not calculated the same way, so that the difficulty of ascertaining what is comparable and what the parties might have arrived at themselves is not readily resolved. A number of factors will then have to be considered as pointers to a solution.

One of the pointers is found in Table VI. While Greenfield is relatively low in its 1979-80 salaries among the most comparable districts and the south suburban districts, at the upper levels it ranks relatively high in the metropolitan area districts. A conclusion is that if metropolitan districts are to be used as a standard, Greenfield should be somewhat higher than any average arrived at (see Assn. Ex. 23).

Using Association Exhibit 24 A and B, the arbitrator calculated that the average increase for the districts of West Allis, Wauwatosa, Germantown, Nicolet, Glendale and Whitefish Bay, who settled the 1980-81 year contracts comes to 11.4%. The arbitrator is aware of the Association criticism of this kind of averaging, since each district has a different cohort of teachers; but the averages do have one feature in common: they represent fairly closely the comparative cost to the employer to improve the wage. For example, taking West Allis, Wauwatosa and Germantown independently, because these were the latest settlements, the average comes to 12.7%. Using the Association information in its Brief (pages 30, 31) how the Greenfield cohort of teachers would have fared under these schedules, the average comes to 12.4%, a close corollation.

Using the 12.4% average increase for the three recently settled districts, one finds that this figure is about halfway between the Board offer percentage increase and the Association offer percentage increase, and therefore not decisively favoring one offer or the other as to comparability.

Comparing the settlements of the metropolitan area group and the three recent settlements, the weight must go to the metropolitan settlement. This is because the West Allis and Wauwatosa systems are substantially larger systems, and the other systems are actually more comparable to the Greenfield system. This judgment is made even though the evidence is that under the Board offer the Greenfield teachers will fall substantially behind the West Allis teachers. The arbitrator also notes that in the case of Wauwatosa, Greenfield was ahead in 10 out of 12 selected comparable lanes and steps in 1979-80; and in 1980-81 it will be ahead in only six. However, Wauwatosa is a system which has 87% more ADM than Greenfield; so Greenfield is to be judged as still in a relatively good status with respect to Wauwatosa. The Association offer would place Greenfield well ahead of Wauwatosa in every one of the selected steps.

The matter of slippage for Greenfield was summarized in Table VII. There is the substantial slippage with respect to the West Allis position under the Board offer. Lesser slippage occurs with respect to the Wauwatosa offer, and more gain than slippage occurs with respect to Germantown. The arbitrator does not ignore this, but holds nevertheless to the belief that the Board offer departs less from the comparative metropolitan average, because it still maintains a favorable status with at least one district much larger than Greenfield and gains on the Germantown offer, a district more similar in characteristics.

Table VIII indicates that the Board in its salary schedule, independent of longevity, simply maintains its status for those within the salary schedule, whereas the Association would substantially improve the status at the maximums.

On the matter of longevity and its effect on maximums, the Board developed information shown in Table IX which would indicate that the Board's position on maximums would improve if the average of all the settled districts and of all the board offers in unsettled districts were compared to the Greenfield offer. While the data is valid for the conditions expressed, it has to be discounted, because the number of unsettled districts is substantial, and the assumption that all board offers will prevail is of course not all that certain.

The emphasis placed on the longevity payments of the Board and the Board's contention that these longevity payments and the comparisons of the change from last year to this school year are the matters to be exclusively considered is not a fully supportable position, in the opinion of the arbitrator. There is no question but that the longevity payment offered by the Board is most substantial; however, more weighty is the effect of these payments on the maximums resulting. If these maximums are not comparable, then the argument on the amount of longevity has little merit. The ranking in dollars paid is more important. The longevity increases of themselves are not pointers.

In an attempt to develop another pointer as to what the effects of the two offers in Greenfield would amount to, the arbitrator produced Table X, in which he made certain assumptions about outcomes of the arbitrations in the south suburban district. Comparing each offer of the Greenfield parties against all other board offers as a possible outcome, or all other association offers as a possible outcome, this table indicates that the Board offer would produce a static condition in relation to the other board offers, and would produce a substantial slippage with respect to association offers. The Association would produce a gain against other board offers and even a gain against all association offers. This pointer would indicate that the Association offer tends to be high.

The same conclusion of the Board offer producing some retrogression, but the Association offer producing a comparatively more substantial advance with respect to south suburban districts is reflected in a visual inspection of Board Exhibits 15 to 22 when the Greenfield offers are compared to the offers in the other south suburban districts at the minimums. The Board offer for the BA, Step 0, is the lowest minimum, though the rank of Greenfield improves in the higher lanes under the Board offer.

Table XI indicates the rank of Greenfield teachers as compared to 1979-80 and shows an improvement in their status if all arbitration disputes are settled in favor of board offers. This type of table again has a limited value. It is a pointer indicating that there is some merit to the Board offer as to its comparability if a majority of board offers now in dispute are given the award.

The information supplied by the Board in its Brief about the value of its benefits accruing to teachers within the steps shows a range of improved salaries of about 10 to 12 percent, but with the lack of comparable data, the arbitrator cannot determine whether this situation is comparable to what other teachers in the steps in other districts will experience.

It can be seen from the foregoing that there is no solid information upon which to judge what the parties could be expected to arrive at if they bargained to a conclusion independently, based only on what other comparable districts in the south suburban area did. The metropolitan data is a combination of school districts much larger than the Greenfield District, and districts which settled early in the year. The arbitrator finds however that the pointers indicate that the Board offer will provide some slippage in relative status to some south suburban districts, while the Association offer will provide a very substantial gain in status.

In view of the uncertainty of what might be an average settlement in the south suburban district, and in view of the fact that under either offer the salary matters can be treated again at the conclusion of the current school year under either a new contract or a reopener, the arbitrator believes that the weight of the offers should fall to the Board in that its offer appears to be departing less from what might be the ultimate average of increases throughout the south suburban area than does the Association offer. The Association offer with its 14.3% advance appears to be too much of an advance, although the Board offer of 10.4% indicates slippage in rank as well as with respect to changes in the cost of living. If there is the need for a catching-up, it can be dealt with later within the year of 1981.

XV. COMPARISON WITH OTHER UNITS IN GREENFIELD. Board Exhibit 41 indicated that the Police Association of Greenfield received a settlement of 9% on January 1, 1980, a 1% increase on July 1, 1980, and a 9% increase on January 1, 1981. The Fire Fighters Association received a 9.1% settlement for 1980 and a 9% settlement for 1981.

The Board says that the settlements were achieved voluntarily at a time when inflation was higher than it is now. They are over 1% less than the Board is now offering the teachers, and there is no justification for the teachers asking for an increase which is almost 5% higher.

The Association states that the data presented on the settlements of the Greenfield Police and Fire organizations should be given little weight because the settlements are second year settlements of two year agreements, and that there is doubt as to what the real costs of the settlements were relative to step increases, and no evidence is given as to dollar increases, but an invalid type of percentage increase is given.

The arbitrator recognizes the lack of a statement of dollar increases, but believes that the percentage increases are sufficiently valid to hold that the Board offer on salaries to teachers more nearly meets the offers made to the Fire and Police departments than does the Association offer.

The Board in Exhibits 42 A-D reported first year pay increases made in the first nine months of 1980 for industrial workers to have averaged 9.7%. Agreements covering 5,000 or more workers negotiated in the first nine months of 1980 average first year wage-benefit gains of 10.7% and average over the term of 7.2%. The arbitrator considers this information of interest but not as material as data which would have dealt with the increases in salaries of professional employees.

XVI. COST OF LIVING. Board Exhibit 66 showed the U.S. City Average, Consumer Price Index for Urban Wage Earners and Clerical Workers for August 1980 was 249.6, an annual increase of 12.7%. The July 1980 CPI for Milwaukee was 255.9, an annual increase of 13.7%. The Board, however, relies on "Implicit Price Deflators for Personal Consumption Expenditures" (PCE Index) which show that for the third quarter of 1980 there was only a 10.6% increase. The Board contends that the CPI has flaws in that it uses a "market basket" based on 1972-73 survey of the buying habits of Americans, whereas these buying habits change as prices rise and people shift purchases to lower cost items. Also the contention is that housing costs are overstated (Bd. Ex. 65 A-B).

The Board contends that the CPI exaggerates the cost of living for the reasons stated above and says that the CPI fails to take into account the fact that purchasers substitute and that there is an inherent ingenuity in consumers and in makers of American technology. The CPI also fails to take into consideration that articles of higher quality might cost more. It cites arbitrators in Wisconsin who have been critical of the value of the CPI. The Board places its reliance on the PCE, as an index which measures prices of goods and services currently purchased by the consumer. The Board states that the PCE change of 10.5% from September 1979 to September 1980 matches almost identically the 10.4% wage increase offered by the Board, and the Association's offer greatly exceeds this.

The Board also notes that nationally workers are not keeping up with the CPI increases as shown in its Board Exhibit 42.

The Board contends that the Association salary proposal is patently unreasonable. The Association did not use the term "catch-up" in its arguments or brief, which is critical. The Association offer of 14.3% exceeds the CPI of 13.7%. The Board argues that few employees can reasonably expect absolute protection against inflation, and the most they can expect is not to slip too far behind as Arbitrator Weisberger advised in Neosho Jt. School Dist. #3, WERC Dec. No. 17305. The Board holds that the Association offer therefore is extremely unreasonable in that it expects to gain on inflation.

The Association in its Exhibit 31 supplied an explanation from a Commissioner of Labor Statistics on the value of the CPI, especially as to the fixed market basket and homeownership component. The Association holds that the Board has gone to great extremes to discredit the CPI. Many employees' incomes are tied to the CPI, and it is the most accepted of the indicators of changes in the cost of living. The Association says that under its offer the teachers will make only a modest gain, but the Board offer will cause a substantial loss. The teacher's position already is being eroded.

It is the arbitrator's opinion that the CPI is a more valid index for noting changes in the cost of living than the newer PCE. It is the arbitrator's opinion based on the evidence in this case that the CPI market basket concept is entirely valid and that the PCE tends to conceal the true cost of changes up or down in the cost of living. There is however a problem with the measurement of housing costs, but this is not sufficiently great to invalidate the CPI.

If the CPI change is to be considered as the best of the standards by which to judge changes in the cost of living, the Association offer more nearly meets it than does the offer of the Board.

The arbitrator notes that during the pendency of the proceedings, the CPI continues to rise.

#### XVII. EXTRA-CURRICULAR DUTIES.

A. The Association is proposing that the administration can secure employees outside of the bargaining unit for extra-curricular duties if it cannot find a qualified replacement on the faculty after a faculty sponsor has been assigned for one year, when the faculty member has written a request to resign. The Board can then assign the person outside of the bargaining unit for two consecutive years, after which the Board would again have to offer the assignment to a member of the bargaining unit. Under the Board offer, once a person outside the bargaining unit receives the assignment, the Board can continue to give that person the assignment. 12 of 44 extra-curricular positions are currently held by non-bargaining unit members.

The Association contends that the Board offer represents a significant change in the status quo. The Association says that the Board had one such instance in which a non-bargaining unit employee was displaced by a teacher who wanted to do some extra-curricular work. As a result of this, the Association offered the proposal in which the Board could hire an outside person for two years instead of one year as at present. Some teachers cannot fill extra-curricular jobs because of family obligations or because of part-time work. When these change, the teacher should have the opportunity to bid in for a job. The Board offer would preclude this.

The Board holds that the present language of the contract hinders the efficient operation of the Board's extra-curricular program, and there is a need for a change. The change is the need to minimize the disruption of a need program of extra-curricular activities through a turnover of personnel. In the matter which brought this up, a teacher wanted a coaching position held for two years by a non-bargaining employee, and the removal of this person disrupted the continuity of the coaching program. This also happened in two other coaching positions. The bargaining unit employees had been given the opportunity to volunteer, but they did not. A coach needs to establish rapport with students and other coaches, and the concept of continuity is also valuable in the initiation of a new sports program.

The Board argues that when need for a change in the contract is shown, the arbitrators tend to support it.

The Association states that programs were not disrupted, that no proof was offered to support the claim that a greater rapport is established under the Board system, and no proof that its own proposal fosters a high turnover ratio; nor was there a high turnover.



The Board says that the responsibility of the Board to provide quality extra-curricular programs should not be left to the whims of the teachers who have other outside interests.

B. Discussion. The standard to be applied here is one of the interest and welfare of the public. The general effect of the Board proposal would be to gradually remove a number of extra-curricular duties away from bargaining unit members. While the arbitrator can see a certain justice in the Board's position of not wanting to be subject to the personal interests of teachers as to whether they will accept extra-curricular duties, the arbitrator believes that it is not in the public interest to have such extra-curricular teaching duties lying outside of the teachers' agreement, as it would promote disputation. The degree of the problem also does not seem of such magnitude as to warrant this change. The arbitrator therefore believes that the Association offer more closely conforms to the public interest.

XVIII. MEDICAL INSURANCE. The Association is proposing that the Board pay the full cost of a \$2 deductible prescription drug benefit equivalent to a plan offered through the WEA Insurance Trust, and this benefit shall become effective within 30 days of the receipt of the arbitrator's award. Association Exhibit 9 showed that five of the eight south suburban districts had a \$2 deductible or similar plan; and of 19 metropolitan districts, 11 had a \$2 deductible plan, three had some other kind of plan, and in one case the board was offering an improved prescription plan.

The Association says that its proposal to add a \$2 deductible prescription drug benefit to the current group health insurance will provide an extremely convenient and much less expensive method for handling prescription drug claims. This is a common benefit enjoyed by other teachers in the area. The Association notes the prevalence of this type of program in the metropolitan area. The cost of the program would be an additional \$4,647 to the Board.

The Board says that its wage offer represents a significant effort for the teachers in 1980-81, and therefore the proposed addition of costs for prescription drug coverage is not justified. The Board has placed its full economic offer into salaries. The Board acknowledges that other districts have this feature, but it has determined that salaries are a greater priority to the majority of teachers in this time of inflation. The issue of the prescription drug coverage must be viewed in the context of the total economic package of the Board.

Discussion. The evidence is that the Association proposal is a common benefit obtaining in the south suburban districts as well as in the metropolitan districts, and that the Board itself is able to pay the cost. By the standard of comparability, the Association offer more nearly meets the standard.

XIX. SUMMARY. The following is the summary of the findings and conclusions of the arbitrator:

1. There are no issues involving the lawful authority of the employer.

2. All other matters relating to the proposed agreement are stipulated to and were submitted to the WERC on October 6, 1980.

3. The Board has the financial ability to meet either offer.

4. The Board is arguing that it is in the interests and the welfare of the public not to have to meet the Association offer. This criterion has been given consideration with respect to other specific issues.

5. The arbitrator holds to his conclusion earlier expressed that in the south suburban area of which Greenfield is a part, there is a most comparable group of districts found in Greenfield, Greendale, Franklin and Whitnall; a regional group including these and St. Francis, South Milwaukee, Cudahy and Oak Creek; and a generally comparable group in the metropolitan area. Where there are insufficient data derived from the most comparable and regionally comparable group, it is useful to apply such metropolitan data as is available. It is not a strong comparison to compare Greenfield with West Allis and Wauwatosa because of their larger size, although they may be included in the metropolitan average.

6. On the issue of duration, the arbitrator holds that the disadvantage of the Association in fully treating issues under the Board's proposal for a contract of two years needs to be considered. The interests and the welfare of the public favor the longer term contract proposed by the Board. Further the Association will have some opportunity to raise important economic issues through reopeners.

7. On the matter of salary, the arbitrator finds the data insufficient as far as the south suburban area to make a determinative comparison. Pointers to what might be the emerging outcome of average salaries in the metropolitan area indicate that the Board offer would more nearly meet this average than the Association offer. The Board offer indicates slippage in rank and income, but the Association offer would provide too great an advance when the criterion of comparability is considered.

8. The Board offer more nearly compares with settlements for other employees in Greenfield than does the Association offer.

9. The cost of living criterion of the statute is clearly met more closely by the offer of the Association.

10. The arbitrator believes the Association offer on extra-curricular duties more nearly meets the public interest because it would not serve the public to have extra-curricular teaching duties lying outside the bargaining unit, and further the need for a substantial change from past conditions was not fully demonstrated.

11. The Association offer on a prescription drug benefit plan is clearly the more comparable based on its common acceptance in the south suburban area and the metropolitan area.

12. Of these matters the most weighty are those of **living costs, duration, salary.** The Board offer on duration and on salary comparability are in its favor while the cost of living standard favors the Association offer. The arbitrator holds that the former two factors on the whole are more weighty than the single factor of cost of living, and therefore concludes that the new agreement between the parties should include the offer of the Board.

XX. AWARD. The new agreement between the Greenfield Education Association and the Greenfield School Board should contain the offer of the Board.

*Frank P. Zeidler*

FRANK P. ZEIDLER  
ARBITRATOR

*February 6, 1981*