

JAN 29 1982

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In The Matter Of The Petition Of:

NORTH CENTRAL VOCATIONAL, TECHNICAL  
AND ADULT EDUCATION DISTRICT,

To Initiate Mediation-Arbitration  
Between Said Petitioner And

Decision No. 18917-A

NORTH CENTRAL FACULTY ASSOCIATION

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Appearances: Tom Coffey, Uniserv Director, for the Association  
Dean A. Dietrich, Attorney at Law, for the Employer

North Central Vocational, Technical and Adult Education District, hereinafter referred to as the Employer, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the North Central Faculty Association, hereinafter referred to as the Association, in their collective bargaining; and it requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

The Association is the exclusive collective bargaining representative of certain employees of the district in a collective bargaining unit consisting of all certified personnel employed by the Employer, excluding confidential, managerial and supervisory employees; and the Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions which expires on June 30, 1982 and which contains a provision for a reopener on certain subjects. On April 8, 1981 the parties exchanged initial proposals on the reopener and the parties met on two occasions in an effort to reach accord. The Employer filed the instant petition requesting that the Commission initiate mediation/arbitration and a member of the Commission staff conducted an investigation on July 23, 1981. The investigation reflected that the parties were deadlocked in their negotiations and on July 31, 1981 the parties submitted to the investigator their final offers. The investigator notified the parties that the investigation was closed and advised the Commission that the parties remained at impasse. The Commission certified that the conditions precedent to the initiation of mediation/arbitration with respect to negotiations regarding the reopener affecting employees in the bargaining unit had been met and on September 10, 1981 it named Zel S. Rice II as the mediator/arbitrator.

A mediation session was conducted in Wausau, Wisconsin, on October 22, 1981. The Association made a proposal that deviated from its final offer to the Employer and indicated that further movement might be possible if the Employer would move off its final offer. The Employer indicated that it would not move from the position set forth in its final offer submitted to the Commission. Accordingly the mediator/arbitrator declared the mediation procedure at an end and on that same date commenced the hearing in the arbitration procedure.

The Association's last offer, a copy of which is attached and marked Appendix "A", consists of a salary proposal based on the existing salary schedule with the BA base at the first step of \$13,700.00. It includes an increase in the advisor pay scales to \$250.00 per semester for Class I advisors and \$175.00 per semester for Class II advisors. Class III advisors would continue to receive no payment. The proposal provides that travel time pay would be \$7.00 an hour and special short term non-teaching project assignment pay rates

for maintenance would be \$9.50 an hour and curriculum research and surveys would be \$10.50 an hour. The Employer's last offer, a copy of which is attached and marked Appendix "B", consisted of a salary proposal based on the existing salary schedule with the base at the first step of \$13,500.00. The Association's proposal is \$200.00 per year higher on the first step of the base which is reflected throughout the salary index and it provides for an increase of \$50.00 per semester for the Class I and Class II advisors, 50 cents an hour increase in travel time compensation and \$1.50 per hour increase in the pay rates for special short term non-teaching project assignment rates in maintenance and curriculum research and surveys.

The bargaining unit consists of 138 full-time teachers. The district includes all or part of ten counties in North-Central Wisconsin and is surrounded by the Wisconsin Indianhead District, District I, Western Wisconsin District, Mid State District, Fox Valley District, North-East Wisconsin District and Nicolet District. The teachers are represented in all of the districts except Nicolet by certified collective bargaining representatives. There are nine other vocational, technical and adult education districts in the state of Wisconsin that are not contiguous to the Employer and which are located in the Southern half of the state of Wisconsin. The teachers in each of those districts is represented by a certified collective bargaining representative. Of the sixteen districts the Employer ranks eleventh in the number of full-time equivalency students.

The Employer uses a comparable group consisting of all of the vocational, technical and adult education districts except the Madison District, Milwaukee District, Waukesha District and Gateway District, hereinafter referred to as comparable group A. It contends that the districts excluded from comparable group A are primarily metropolitan districts located in industrialized areas. It finds eleven in comparable group A to be more similar in nature and different from the other five. The Association uses all sixteen vocational, technical and adult education districts, hereinafter referred to as comparable group B, as comparables. It contends that each of the districts is part of the same system and the wages for teachers in the system should be comparable.

Among the eleven non-metropolitan districts the Employer ranks eighth in the amount it paid its beginning bachelor degree teachers during the 1980-81 school year. The collective bargaining agreement between the parties provided for a COLA payment with a \$470.00 cap on it. The change in the cost of living generated \$470.00 for each teacher as it has in each of the last four years. It resulted in a total payment to the Employer's beginning bachelor degree teachers of \$12,995.00, which ranked second among the eleven comparables. Eau Claire paid \$407.00 more than that. The next lowest was Fox Valley which paid \$12,904.00 or \$91.00 less. The lowest among the eleven was paid by Moraine Park which paid \$12,098.00. For the 1981-82 school year six schools of the eleven non-metropolitan districts have reached agreement. The BA base among those that have reached agreement ranged from a low of \$13,337.00 paid by Moraine Park to a high of \$14,608.00 paid by Eau Claire. If the increase in the cost of living during the next year generates the full \$470.00 COLA payment the Employer would rank second in the BA base with either the proposal of the Employer or the Association. Without including the COLA payment the Employer would rank third. During the 1980-81 school year the maximum earning for a teacher with a bachelors degree ranged from the low of \$19,089.00 paid by Indianhead to the high of \$22,352.00 paid by Moraine Park. The Moraine Park maximum included \$1,401.00 longevity. The maximum salary paid to a teacher with a BA by the Employer was \$22,158.00 and that included a \$470.00 COLA payment. This was the second highest among the eleven districts. The Employer's 1981-82 proposal would provide a maximum salary for a teacher with a BA of \$24,347.00 which includes a \$500.00 longevity payment and a \$470.00 COLA payment that will be produced by the increase in the cost of living. The Association's proposal would produce a maximum salary for a teacher with a BA base of \$24,683.00. Either one of those

would be the highest salary for a teacher with a BA in comparable group A except that the Employer's proposal would rank behind the Moraine Park payment during the second half of the 1981-82 school year. During the 1980-81 school year the minimum salary in comparable group A for a teacher with a masters degree ranged from a low of \$13,440.00 to a high of \$15,690.00. The Employer's minimum payment to a teacher with a masters degree, including the COLA payment, was the highest in comparable group A. Among the school districts in comparable group A that have reached agreement, the minimum salary for a teacher with a masters degree for the 1981-82 school year ranges from a low of \$13,978.00 to a high of \$16,600.00. The Employer's proposal along with the COLA payment would generate \$16,875.00 as a minimum salary for a teacher with a masters degree while the Association's proposal would generate \$17,115.00. In either case the Employer would continue to pay a teacher with a masters degree the highest minimum salary in comparable group A. During the 1980-81 school year the maximum paid to a teacher with a masters degree in comparable group A ranged from the low of \$20,079.00 paid by the South West District to the high of \$23,500.00 paid by the North East District. The Employer paid a maximum of \$22,697.00, including the COLA payment, to a teacher with a masters degree. This was the fourth highest maximum to a teacher with a masters degree in comparable group A. The school districts that have reached agreement in comparable group A for the 1981-82 school year provide maximum salaries for a teacher with a masters degree ranging from a low of \$21,672.00 to a high of \$25,625.00. The Employer's proposal would provide for \$24,928.00 for a teacher with a masters degree and the Association's proposal would provide for \$25,272.00. The Employer's proposal would make its maximum salary for teachers with a masters degree in fourth place in comparable group A while the Association's proposal would raise its rank to third place. During the 1980-81 school year the maximum payment for a teacher with a masters degree and additional credits in comparable group A ranged from a low of \$21,129.00 to a high of \$24,853.00. The Employer paid the highest salary in comparable group A to a teacher with a masters degree and additional credits. Among the school districts in comparable group A that have reached agreement on the 1981-82 salary schedule the maximum earnings for a teacher with a masters degree and additional credits ranges from a low of \$22,722.00 to a high of \$26,508.00. If the Employer's proposal is accepted it would result in a maximum payment of \$27,252.00 to a teacher with a masters degree and additional credits while the Association's proposal would generate \$27,628.00 for a teacher in that category. In either event the Employer would retain its number one rank in comparable group A in the amount of salary it paid to teachers in that category. During the 1980-81 school year the maximum salary that a teacher could receive in comparable group A ranged from a low of \$21,129.00 in the South West District to a high of \$25,044.00 at Eau Claire. The Employer's maximum salary on the schedule was \$24,853.00 including the COLA payment which was the second highest in comparable group A. Among the six districts of comparable group A that have reached agreement for the 1981-82 school year the maximum salaries on the schedules range from a low of \$22,722.00 to a high of \$27,298.00. The Employer's proposal would generate a maximum of \$27,252.00 which would rank the second highest in comparable group A while the Association's proposal would generate \$27,628.00 which would be the highest in that comparable group. During the 1980-81 school year four of the eleven school districts had longevity plans. They ranged from a low of \$150.00 to a high of \$1,401.00. The Employer had no longevity plan during 1980-81. The Employer has agreed to a longevity plan for the 1981-82 school year that results in a maximum payment of \$500.00. The maximum payment among those school districts that have reached agreement for the 1981-82 school year is \$1,545.00. The retirement plans of all of the school districts in comparable group A provide for the Employer to pay 5 percent. During the 1980-81 school year the health insurance premiums paid by the school districts in comparable group A ranged from a low of \$26.53 for the single premium and \$72.22 for the family premium to a high of \$43.89 for a single premium and \$131.14 for a family premium. The Employer paid \$43.61 for a single premium

85 percent of the family premium which was \$122.94. During the 1980-81 school year eight of the school districts in comparable group A provided dental insurance for the employees with monthly premiums paid by the school districts ranging from a low of \$7.08 single and \$18.00 family to a high of \$14.18 single and \$43.00 family paid by the Employer. During the 1981-82 school year the Employer will pay \$9.17 each month for a single person dental and \$27.67 for a family policy. During 1980-81 only one school district in comparable group A provided optical insurance but the Employer did pay for one exam. There has been no improvement for the 1981-82 school year. All of the school districts in comparable group A except one provided long term disability payments for their employees during the 1981-82 school year. The Employer's disability program was coordinated with its sick leave for the short term and the long term was in effect after 365 days. The provision remains the same for the 1981-82 school year. During the 1980-81 school year all of the districts in comparable group A provided life insurance plans for their employees ranging from a low of 38 percent of the premium for insurance in the amount of a teacher's annual salary to 100 percent of the premium for a \$50,000.00 policy. The Employer paid 100 percent of the premium for double the amount of an employee's salary and that provision will remain in force during the 1981-82 school year. Five of the school districts in comparable group A provided for voluntary early retirement and the Employer was one of them. It provided that a teacher could retire between the ages of 62 and 65 if he or she had 15 years of service and that provision will continue in the 1981-82 school year. The Employer paid 100 percent of the premium cost of a single plan and 85 percent of the premium cost of the family plan of the health insurance for all employees who retired early. When an employee reaches the age of 65 the Employer will use one-half of the unused accumulated sick leave up to a maximum of 25 days of pay to continue the payment of the premium cost of a single person health insurance plan or the employee can take that amount as a lump sum benefit. During the 1980-81 school year the Employer had salary costs for the bargaining unit of \$2,610,254.00. The Employer's 1981-82 proposal would result in salary schedule costs of \$2,875,683.00 while the Association's proposal would result in salary costs of \$2,917,227.00. The Employer's proposal results in a salary schedule increase of 10.1 percent and the Association's proposal results in the salary schedule increase of 11.7 percent. There will be additional salary costs of \$14,400.00 resulting from the longevity provision that has been agreed upon. Horizontal movements on the salary schedule may result in additional costs of \$17,430.00 if the Employer's proposal is selected and \$17,670.00 if the Association's proposal is selected. The total salary costs during the 1980-81 school year including the salary schedule and longevity payments was \$2,675,114.00. Under the Employer's proposal the salary schedule, longevity, the potential COLA payment and the horizontal increases will result in total salary expenditures of \$2,972,373.00 while the Association's proposal would result in total salary costs of \$3,014,157.00. The Employer's proposal would result in an increase in salary costs computed in that manner of 11.11 percent and the Association's proposal would generate a 12.67 percent increase. The Employer's proposal would result in an average increase in pay per teacher of \$2,154.00 while the Association's proposal would result in an average increase per teacher of \$2,456.00. The Employer offered no improvement in advisor pay and the Association's proposal would result in additional costs of \$3,400.00 which would be a 33 percent increase. The Employer offered no improvement in the special projects pay for the 1981-82 school year and the Association's proposal would result in estimated additional costs of \$3,067.00. This is a 17 percent increase over the preceding year. The Employer's proposal for travel time provides no improvement for the 1981-82 school year while the Association's proposal would result in estimated additional costs of \$100.00 which would be a 7.7 percent improvement. The Employer has 53 full-time employees in administrative and management positions. Their total salary cost during the 1980-81 school year was \$1,398,355.00. Their total salaries for the 1981-82 school year will be \$1,529,897.00 which is an increase of \$131,542.00

or 9.4 percent. There are 73 full-time and 34 part-time nonbargaining unit employees who had 1980-81 total salary costs of \$848,956.00. During the 1981-82 school year their total salary costs will be \$928,848.00, which is an increase of \$79,892.00 or 9.4 percent. The Employer's average increase per teacher includes the estimated increases resulting from horizontal movements while the average increases per teacher in the other school districts in comparable group A that reached agreement do not include the increased cost resulting from horizontal movement on the salary schedule. The percentage increases in wages for the K-12 school districts that have reached agreement in comparable group A range from a low of 9.84 percent to a high of 11.3 percent. In the City of Wausau the Police, Fire and Department of Public Works employees received two step salary increases that will result in total salary increases of 10.5 percent. Central Wisconsin Airport gave its employees a 9 percent increase and Marathon County gave its deputy sheriffs 9.17 percent increase. The Marathon County Highway employees received a two step increase totaling 10 percent as did the Marathon County Parks Department employees. Non-professional social services employees received two step increases totaling 10.5 percent and the Marathon County Health Department employees received two step salary increases totaling 10 percent. Langlade County gave its highway employees a 9.59 percent increase and the sheriff's deputies a 9 percent increase. The City of Antigo gave increases of 9.47 percent to its fire fighters, 9.73 percent to its Department of Public Works employees and 9.59 percent to its police.

Four of the schools in comparable group A did not specify their advisor pay provisions during the 1980-81 school year. Indianhead paid \$319.00 per year for the advisor to local groups and \$436.00 per year to the advisor for national groups. Lakeshore paid \$350.00 per year. Moraine Park paid \$325.00 per year and \$75.00 per day outside of the normal calendar. South West paid \$220.00 a year and appropriate release time and West Wisconsin paid \$300.00 a year. These should be compared with the \$400.00 a year that the Employer pays to Class I advisors and \$250.00 a year to Class II advisors. Of the seven school districts in comparable group A that have reached agreement for the 1981-82 school year the average increase per teacher ranged from a low of \$1,812.00 to a high of \$2,256.00. The Employer's proposal would provide an average increase per teacher of \$2,154.00 and the Association's proposal would provide \$2,456.00. The percentage increases of wages only range from a low of 9.84 percent to a high of 11.3 percent. The average increase in total compensation per teacher among the districts in comparable group A that have reached agreement for 1981-82 range from a low of \$2,594.00 to a high of \$2,803.00. The Employer's proposal would provide an average increase per teacher of \$2,852.00 while the Association's proposal would provide \$3,266.00 average increase per teacher. The validity of that comparison is questionable because the Employer and the Association's proposal include the horizontal movement on the index while the others do not. The percentage increase of average total compensation for teacher range from a low of 11.05 percent to a high of 12.27 percent for those school districts in comparable group A that have reached agreement for 1981-82. The average increase per teacher in total compensation provided by the Employer's proposal would be 11.1 percent while that of the Association would be 12.7 percent. The validity of this comparison is questionable because the increases for the Employer's proposal and the Association's proposal include the horizontal movement on the index while the figures for the other districts do not. The 1981-82 settlements for the K-12 school districts in the Employer's area provide average increases per teacher for 1981-82 that range from a low of \$1,566.00 to a high of \$2,000.00. Percentage wise these increase range from a low of 9.3 percent to a high of 11.95 percent. The average per teacher increases of total compensation for those K-12 school districts range from a low

of \$1,702.00 to a high of \$2,327.00. The average increase in total compensation per teacher among those K12 school districts range from a low of 9.34 percent to a high of 13.2 percent.

The total cost of the increases in the salary schedule that would result from the Association's proposal is \$306,980.00 or 11.76 percent. The Employer's proposal would increase the cost of the salary schedule by \$265,430.00 or 10.17 percent. Adding increased costs of longevity, special projects, advisor payment, FICA, retirement, health and dental insurance, life insurance and disability insurance to the Association's offer would increase it to 12.1 percent and the Employer's offer would be 10.4 percent. If the annual increment steps are excluded the Association's proposal for the 1981-82 school year results in an increase of \$243,950.00 or 9.35 percent. The Employer's proposal, excluding annual increment steps, would result in an increase of \$203,270.00 or 7.79 percent. Excluding increases resulting from annual step increases and horizontal movement on the salary schedule but including the cost of the longevity program, the Association's proposal would result in a 9.88 percent wage increase while the Employer's proposal would result in an 8.32 percent increase. For the 1980-81 school year the school districts in comparable group A provided total salary package increases ranging from the low of 10.2 percent provided by the Employer to the high of 12 percent provided by the Southwestern District. Over half of the district gave their teachers total salary increases in excess of 11 percent during 1980-81. During the 1979-80 school year the Employer had the lowest minimum salary of all of the vocational, technical and adult education districts in the state for a teacher with a BA. It was \$11,050.00 and the next lowest was \$11,203.00. However, if the Employer's cost of living payment is included, its BA minimum pay was \$11,520.00 for the 1979-80 school year which raised it to eleventh place. In 1980-81, the Employer's minimum BA salary was \$12,525.00, which ranked it twelfth among the fifteen school districts in comparable group B. If the COLA cost of living payment is included the Employer's rank is raised to fifth. For 1981-82 the Association's proposal would establish a BA minimum that ranked \$440.00 below an average made up of those school districts that have reached agreement and the last offers of the Association in the other districts. The Employer's proposal is \$640.00 below that average. However the Association's proposal does not include the cost of living payment that will be generated during the 1981-82 school year and that would bring the BA minimum established by its proposal to \$30.00 above the average and the Employer's proposal would establish a BA minimum of \$170.00 below the average. If the BA minimum established by the school districts that have reached agreement and the last offers of the employers in the unsettled districts is used as a comparable the Association's offer is \$365.00 below the average and the Employer's offer is \$165.00 below the average. Those figures do not include the COLA payment, which would raise the Association's offer to \$105.00 above the average and the Employer's proposal to \$95.00 below the average. Seven of the vocational school districts in Wisconsin have reached agreement on 1981-82 salary agreements. Those agreements provide for BA minimum salaries that range from a low of \$12,960.00 to a high of \$14,608.00. The Association's proposal of \$13,700.00 would rank it fifth among those school districts. If the COLA payment which will be generated is included, the BA minimum for the Employer would rank second highest among that group and \$494.00 higher than the average. During the 1979-80 school year the Employer paid a maximum BA salary that was the lowest of the fifteen schools in comparable group B if the COLA payment is not included. Even if the COLA payment is included the Employer still ranked the lowest. During the 1980-81 school year the Employer paid the lowest maximum BA salary among the vocational school districts in the State of Wisconsin either including or excluding the COLA payment. An average of the BA maximums of

vocational school districts that have reached agreement for 1981-82 and the employees' offers for those districts that have not reached agreement is \$22,361.00. The Association's offer is \$3,360.00 below that average excluding the COLA payment and \$2,870.00 below the average if the COLA payment is included. The Employer's proposal is \$3,632.00 below the average excluding the COLA payment and \$3,162.00 below the average if the COLA payment is included. The average BA maximum among those same school districts established by using the settlements that have been reached or the Employer's last offer is \$22,010.00. The Association's last offer is \$3,009.00 below the average if the COLA payment is excluded and \$2,539.00 if the COLA payment is included. The Employer's last offer is \$3,281.00 below the average if the COLA payment is excluded and \$2,811.00 if the COLA payment is included. The BA maximum for those vocational school districts in Wisconsin that have reached agreement for the 1981-82 school year ranges from a low of \$19,752.00 to a high of \$22,332.00. The Employer's BA maximum was the lowest of that group during the 1980-81 school year and its proposal leaves it the lowest of that group for the 1981-82 school year, using either the Employer's or the Association's last offer and either including or excluding the COLA payment. During 1980-81 the Employer's salary for a BA maximum was \$1,378.00 below the average excluding the COLA payment and \$908.00 below the average including the COLA payment. The Association's proposal for 1980-81 would generate a BA maximum that is \$1,689.00 below the average excluding the COLA payment and \$1,219.00 below the average including the COLA payment. The Employer's proposal would generate a BA maximum salary during 1981-82 that is \$1,961.00 below the average excluding the COLA payment and \$1,541.00 below the average including the COLA payment. During the 1979-80 school year the Employer had the fourth from the highest minimum salary for a teacher with a masters degree either including or excluding the COLA payment. The Employer paid \$142.00 more than the average MA minimum salary that year if the COLA payment is excluded and \$612.00 more than the average if the COLA payment is included. During the 1980-81 school year the Employer paid the fourth highest MA minimum salary if the COLA payment is excluded and the third highest if the COLA payment is included. It was paying \$716.00 more than the average MA minimum salary that year if the COLA payment is excluded and \$1,186.00 more than the average in the state if the COLA payment is included. The average MA minimum salary for the 1981-82 school year made up of the MA minimums of those schools that have already reached agreement and the last offers of the Association in the remaining schools is \$15,759.00. The Association's proposal is \$858.00 above the average excluding the COLA payment and \$1,328.00 above the average including the COLA payment. The Employer's proposal is \$618.00 above the average excluding the COLA payment and \$1,088.00 above the average including the COLA payment. If the average is computed by using those school districts who have settled and the last offers of the school districts the Association's last offer is \$977.00 above the average excluding the COLA payment and \$1,447.00 above the average including the COLA payment. The Employer's offer is \$737.00 above the average excluding the COLA payment and \$1,207.00 above the average including the COLA payment. The Employer's 1980-81 MA minimum salary ranked second highest among the school districts that have reached agreement for 1981-82. The Association's proposal would rank the Employer's MA minimum salary higher than that of any other school district that has reached agreement either including or excluding the COLA payment. The Employer's proposal would make its MA minimum the second highest for 1981-82 if the COLA payment is excluded and the highest if the COLA payment is included. The Association's proposal would be \$1,348.00 higher than the average if the COLA payment is excluded and \$1,818.00 higher than the average if the COLA payment is included. The Employer's proposal would make the MA minimum \$1,108.00 higher than the average if the COLA payment is excluded and \$1,578.00 higher than the average if the COLA payment is included. The Employer's MA

maximum was the eleventh highest in the state of Wisconsin during the 1979-80 school year if the COLA payment is excluded and the ninth highest if the COLA payment is included. The Employer was paying \$976.00 less than the average MA maximum during that year if the COLA payment is excluded and \$506.00 less than the average if the COLA payment is included. During the 1980-81 school year the Employer's MA maximum salary ranked eleventh among all the vocational school districts in the state if the COLA payment is excluded and seventh if the COLA payment is included. It was paying \$835.00 less than the average if the COLA payment is excluded and \$365.00 less than the average if the COLA payment is included. An average of the MA maximum for the vocational school districts in Wisconsin that have reached agreement for the 1981-82 school year and the last offers of the Association for those school districts that have not reached agreement is \$25,215.00. The Association's last offer is \$913.00 below the average if the COLA payment is not included and \$443.00 below the average if the COLA payment is included. The Employer's offer is \$1,257.00 below the average if the COLA payment is excluded and \$787.00 below the average if the COLA payment is included. An average of the MA maximum salaries for the school districts that have reached agreement for 1981-82 and the last offers of the employer's for those school districts that have not reached agreement is \$25,130.00. The Association's offer is \$828.00 below the average if the COLA payment is not included and \$358.00 below the average if it is included. The Employer's offer is \$1,172.00 below the average if the COLA payment is not included and \$702.00 below the average if the COLA payment is included. During the 1980-81 school year the Employer had the seventh highest MA maximum among those school districts that have reached agreement on the 1981-82 salary schedule if the COLA payment is excluded. If the COLA payment is included it ranked fourth. It was \$181.00 below the average of that group during the 1980-81 school year if the COLA payment is excluded and \$289.00 above the average if the COLA payment is included. The Association's proposal would rank sixth among that group for the 1981-82 school year if the COLA payment is excluded and third if the COLA payment is included. The Employer's proposal would rank sixth among that group if the COLA payment is excluded and sixth if the COLA payment is included. The Association's proposal is \$185.00 above the average if the COLA payment is excluded and \$675.00 above the average if the COLA payment is included. The Employer's proposal is \$159.00 below the average if the COLA payment is excluded and \$311.00 above the average if the COLA payment is included. During the 1979-80 school year the maximum that a teacher on the Employer's schedule could receive was \$21,975.00 excluding the COLA payment which was the eighth highest among all of the vocational, technical and adult education districts in Wisconsin. If the COLA payment was included the Employer's maximum salary was the fifth highest. The Employer was paying \$683.00 less than the average if the COLA payment is excluded and \$213.00 less than the average if the COLA payment is included. During the 1980-81 school year the Employer had the sixth highest maximum on its salary schedule of any of the vocational, technical and adult education districts in the state of Wisconsin including or excluding the COLA payment. The Employer paid \$178.00 less than the average maximum salary in the state of Wisconsin during that year if the COLA payment is excluded and \$292.00 more than the average maximum salary if the COLA payment is included. Using the vocational school districts that have reached agreement on a salary schedule for 1981-82 and the offers of the Associations in those districts which have not reached agreement the average maximum salary on the schedule is \$26,417.00. The Association's offer is \$193.00 above the average if the COLA payment is included and \$663.00 above the average if the COLA payment is excluded. The Employer's offer is \$135.00 below the average if the COLA payment is excluded and \$235.00 above the average if the COLA payment is included. If the average is computed by using the salary schedules where agreement has been reached and the last offers of the school boards,



the average is \$26,282.00. The Association's offer would be \$376.00 above that average if the COLA payment is excluded and \$846.00 above the average if the COLA payment is included. The Employer's offer is at the average if the COLA payment is excluded and \$470.00 above the average if the COLA payment is included. Among those school districts which have reached agreement during the 1981-82 school year the scheduled maximum ranged from a low of \$21,605.00 to a high of \$27,298.00. The Association's offer would make its schedule maximum salary next to the highest in that group either including or excluding the COLA payment. The Employer's proposal would rank third if the COLA payment is excluded and second if the COLA payment is included. The Association's offer is \$1,571.00 above the average maximum excluding the COLA payment and \$2,041.00 above the average including the COLA payment. The Employer's offer is \$1,195.00 above the average excluding the COLA payment and \$1,665.00 above the average including the COLA payment. Seven vocational, technical and adult education school districts have reached agreement on salary increases for the 1981-82 school year. The increases on the BA base range from a low of \$862.00 to a high of \$1,206.00 with an average of \$1,048.00. The Employer's proposal of \$975.00 is \$73.00 below the average while the Association's proposal of \$1,175.00 is \$127.00 above the average. The United States annual average starting salary paid to college graduates with bachelors degrees increased 38.5 percent from 1975 to 1979 while the Employer increased its salary to college graduates with bachelors degrees 21.43 percent over the same period.

Most of the vocational school districts in the state of Wisconsin do not mention the pay rates for curriculum development in their collective bargaining agreements. During the 1980-81 school year Madison paid \$10.35 an hour and Waukesha paid \$12.00 an hour. Moraine Park based its payment on the teachers salary and the number of hours worked and the rate ranged from \$9.10 an hour to \$16.81 an hour. Milwaukee paid one and one-half times the teacher's regular salary if the work was not done as a substitute for classes. During the recess or holidays Milwaukee pays its teachers regular salary. The Employer paid \$9.00 an hour during the 1980-81 school year. No new agreements have been reached on curriculum pay rate for the 1981-82 school year. In 1978 the Employer had project and maintenance rates of \$7.54 an hour. From 1971 to 1979 the rate varied and was determined by each project. A rate of \$8.00 an hour for maintenance and \$9.00 an hour for projects was negotiated for the 1980-81 school year. That meant that the maintenance rate had increased 6 percent from 1970 and the project rate had increased 19 percent in the same period. In 1975 the Employer negotiated Class I club advisor rates of \$150.00 a semester and Class II rates of \$100.00 a semester. In 1979 a 17 percent increase was negotiated for the Class I advisors and the rate became \$175.00 for a semester. Class II advisors remained at \$100.00 per semester. A new rate was negotiated for the 1980-81 school year increasing the rate for Class I advisor by \$25.00 or a total of 14 percent. The Class II rate was increased by \$25.00 which was a 25 percent increase. During the period from 1975 to 1980 the Class I club advisor rate has increase 33 percent and the Class II rate is increased 25 percent. The Employer's proposal would leave the 1981-82 club advisor rates at their previous levels. The Association seeks to increase the Class I and Class II rates by \$50.00 per semester. That would be a 25 percent increase in 1981-82 for the Class I rate and a 40 percent increase for the Class II rate. The travel time rate was \$4.63 an hour in 1970 and in 1971 it was increased to \$4.97 an hour which was a 7 percent increase. In 1972 travel time was increased to \$5.23 an hour which was a 5 percent increase over the previous year. In 1973 travel time was reduced to \$5.00 an hour which was a 4 percent decrease in the rate. The \$5.00 per hour travel time rate continued until 1979 when it was increased to \$6.50 an hour which was a 30 percent increase. It remained the same during the 1980-81 school year and the Employer would continue it at \$6.50 an hour for the

1981-82 school year. The Association proposes to increase the travel time hourly rate to \$7.00 an hour which is a 7.7 percent increase over the previous year.

From August of 1970 to August of 1981 the consumer price index has increased 126.4 percent. In order for the BA minimum salary of a teacher to retain the same relationship to the consumer price index that it had during the 1970-71 school year the Employer would have had to pay a BA minimum of \$16,980.00 during the 1980-81 school year. In fact the Employer paid a BA minimum during 1980-81 of \$12,525.00. For the maximum to retain that same relationship to the consumer price index the Employer would have had to pay \$23,093.00 and it actually paid \$17,376.00. The masters minimum would have had to have increased to \$20,376.00 by the 1980-81 school year and it actually was \$15,220.00. The masters degree maximum would have had to increase to \$29,885.00. Had the maximum salary on the schedule increased in that period proportionate to the cost of living it would have been \$32,602.00 during the 1980-81 school year and it was actually \$24,383.00. Effective June 18, 1981, a Journeyman Plumber in the Wausau area who had completed the apprenticeship program taught by the Employer's teachers received a rate of \$15.80 an hour if he worked for an employer with a collective bargaining agreement with a union. Non-union Journeyman plumbers in the Wausau area who have completed the apprenticeship program taught by the Employer's teachers received \$14.55 an hour and non-union plumbers outside of the Wausau area but in the Employer's district receive \$11.64 an hour. Journeyman carpenters working under union agreements get \$12.27 an hour while the non-union employees get \$9.18 an hour. Journeyman millwrights who have completed the Employer's apprenticeship program and work under a Union contract get \$12.67 an hour while the non-union millwrights get \$9.50 an hour. Journeyman carpenters in the Wausau area who work on residences get a rate of \$8.20 an hour if they are employed by union contractors and \$7.70 an hour if they are non-union. Journeyman bricklayers receive \$12.07 an hour for commercial work and \$9.66 an hour for residential work. Journeyman tilelayers get a commercial rate of \$11.82 an hour and a residential rate of \$9.46 an hour. Journeyman cement masons receive a commercial rate of \$11.57 and \$9.26 for residential work. Ten of the twenty-two year programs offered by the Employer had graduates at the end of the 1979-80 school year who received average starting yearly salaries higher than the BA base offered by the Employer. During the 1970-71 school year the Employer had a mill levy rate of 1.96. By the 1980-81 school year that rate had declined to 1.17794. This is the eighth highest mill levy rate of any of the vocational school districts in the state of Wisconsin which is about average. Seven of the vocational, technical and adult education school districts have reached agreement on salary schedules for the 1981-82 school year and the percentage increases range from a low of 11.05 percent to a high of 12.3 percent. The average is 11.84 percent. The Employer's offer is 10.4 percent and the Association's proposal is 12.1 percent.

#### ASSOCIATION'S POSITION:

The Association argues that the proper comparability group to be utilized by the arbitrator is the one consisting of the 14 vocational technical and adult education districts in the State of Wisconsin in which the teachers are represented by bargaining representatives. (comparable group B) It contends that the unique mission of vocational, technical and adult education districts gives a statewide perspective to collective bargaining relationships for instructors who do the same kind of work in a state system. It argues that its proposal is more reasonable when considered in comparison with instructor's wages in comparable school districts. It points out that it has been a wage leader for

teachers with masters degrees, but it has lagged far behind at least half of the schools in comparable group B for teachers at the BA maximum. Its salary at the scheduled maximum has ranked near the middle of comparable group B and its proposal makes no substantial change in the existing relationship between it and the other schools. The Association takes the position that its offer is more reasonable when percentage increases in various wage rates are considered. It contends that the Employer's proposal is substantially less than the average wage rate increase in comparable group B and its proposal is only slightly above the average. The Association argues that the new longevity clause that has been agreed upon provides only a one time payment. It asserts that there is no guarantee that the clause will continue in future agreements and consideration of it as part of the salary schedule distorts wage rate rankings in the master's maximum column. The Association contends that the wage rate and fringe benefits of other municipal employees are not applicable because there is no evidence that there has been any relationship between the pattern settlement of those groups and the settlements between the Employer and the Association in past bargaining. It asserts that the comparable grouping should be the other technical school instructors and that the wage rates of K-12 teachers, management employees and other public employees should not be given any weight because they are in entirely different wage situations. The Association takes the position that its offer for advisor pay, travel time pay, and special short term non-teaching project assignments is more reasonable than that of the Employer. It argues that the rates of pay for these assignments have not kept up with reality during the period from 1970 to 1980. It points out that the pay rates for the teachers have not kept abreast of the pay rates received by other college graduates. Nearly one-half of the two year graduates of the Employer's institution started at higher annual salaries than their teachers in 1979-1980. It points out that the salary structure of the Employer's teachers has lagged behind the increases in the cost of living during the period from 1978 to 1980. It argues that the annual increments received by the teachers should not be considered as part of the cost of living increases because they were established to reward teachers who gained experience and became more valuable. The Association asserts that the Consumer Price Index is far superior to the personal consumption expenditures in evaluation of wage disputes. Conceding that there are critics of the Consumer Price Index, the Association points out that it remains the universal standard for measuring price changes in the United States and that more than 10 million workers are covered by labor contracts with cost of living adjustment mechanisms. The Association contends that its final offer is more acceptable when the total increase in compensation for other technical schools that have reached voluntary settlement for 1981-82 is concerned. It argues that a settlement pattern has developed in the seven vocational technical and adult education schools that have reached voluntary agreements for 1981-82. It asserts that the average increase in total compensation costs for the school districts that have reached agreement is 11.67% while its offer results in an increase of 12.1% and the Employer's offer results in a 10.4% increase. It points out that its proposal is only .43% above the average while the Employer's proposal is 1.27% below the average. The Association points out that this case deals with a two year contract with economic reopeners which makes a two year comparison valid. The average increase in total costs over a two year period for the 7 schools that have reached agreement on a 1981-82 agreement is 22.78%.

that the Employer is only putting forth an average effort in contributing local taxes to the school. Conceding that there is a cyclical down turn in employment in the area, the Association points out that the City of Wausau has the third highest average weekly earning for production workers among the 14 metropolitan areas of the state. It asserts that the Employer is attempting to provide its employees a lower increase than has been voluntarily agreed to in comparable districts. It argues that its proposal maintains or slightly improves comparative wage ranks whereas the Employer's offer on balance deteriorates wage relationships. It asserts that its proposal more closely corresponds to the pattern of voluntary settlements reached in the vocational technical and adult education schools.

#### EMPLOYER'S POSITION:

The Employer argues that the size and geographic proximity of employers are the two primary indicia of comparability in Wisconsin arbitration awards. On the basis of those criteria, it contends that comparable group A, consisting of Fox Valley, Northeast, Western Wisconsin, Eau Claire, Indian Head, Lorraine Park, Lake Shore, Blackhawk Mid-State, Southwest and Nicolet, is the most comparable group. Six of the districts are contiguous to the Employer and it is about average in terms of size as measured by full time equivalent students. It asserts that a comparison with other public employee groups in the district is also relevant. The Employer has portrayed its teacher's salaries as including the cost of living payment which has been paid in prior years and which both parties agree will be paid for the 1981-82 school year. It also includes the longevity benefits which are applicable to 31 of the 138 teachers in the district. The Employer objects to consideration of the Association's exhibits that utilize salary offers in negotiations within certain districts since the offers are part of the fluid processes of bargaining and are not certified for arbitration. The Employer contends that utilizing all of the base salary cost, salary longevity, COLA and horizontal increases in its offer reflects an increase of 11.11% or \$2,154.00 per teacher while the Association's offer is 12.67% or \$2,456.00 per teacher. It asserts that a comparison of average settlements achieved in negotiations in the 7 districts in comparable group A that have reached agreement reveals that its offer exceeds the average by at least \$150.00 or .7% while the Association offer exceeds the average by \$456.00 or 2.2%. It asserts that even if the arbitrator should find that horizontal increases are not appropriately included in a determination of a wage settlement level, its 1981-82 proposal is almost the same as the 7 district average, while the Association's proposal far exceeds the average settlement. The Employer contends that its offer exceeds the average dollar salary increase granted to K12 teachers and is identical to the average percentage increase available to these teachers under recently negotiated agreements. It asserts that the Association's proposal exceeds the settlement in both average dollar increases and percentage adjustment. It points out that its offer exceeds the increases granted to its other employees as well as to other public employees within its boundaries. It takes the position that the Association should not be granted a more favorable salary adjustment through mediation arbitration than other vocational technical and adult education teachers, K-12 teachers within the district, the Employer's other employees or other public sector employees within the district have attained through collective bargaining. It asserts that the trends are established and its offer is more reasonable on the basis of the settlement patterns established. The Employer contends that its teachers are in a very favorable position with respect to fringe benefit levels.

The Employer questions the validity of the Consumer Price Index and argues that the personal consumption expenditure index is a more accurate measurement

of changes in the cost of living. It contends that the Consumer Price Index is demonstrating a definite downward progression and it is lower than the increased cost of the Employer's offer.

The Employer offers little or no evidence to support its position on the project and maintenance hourly rates. It takes the position that the Employer and the Association agreed on the current rates in the preceding year and that the burden is on the Association to justify an increase for the 1981-82 school year. It argues that the Employer has one of the highest rates paid among all comparable employers for club advisor pay and the comparables do not support an increase in the advisor pay rates as proposed by the Association. It speculates that the work load formulae may have been revised to account for some of the travel time and no evidence has been presented to the arbitrator with respect to these revisions. It contends that the Association has failed to meet the burden of proof on the necessity of increasing the travel time pay.

#### DISCUSSION:

The arbitrator finds comparable group A to be the proper comparison group. Most arbitrators consider size and geographic proximity to be significant factors in determining comparable employers. Madison, Waukesha, Milwaukee and Gateway are much larger districts and none of them are contiguous to the Employer. Metropolitan and industrialized areas tend to have higher wage schedules than other areas of the state. The dynamics of those districts are substantially different from the Employer and their salary schedules reflect these differences. The districts in comparable group A have smaller communities, less industry and more agriculture. Because of these factors they are quite comparable to the Employer.

The Employer urges the arbitrator to give consideration to the settlements reached by K-12 school districts and other public employers in its area. The arbitrator agrees that those settlements reflect in some measure the economy of the area and the wage patterns that have been established. However he attaches greater significance to the settlements reached with teachers in other vocational, technical and adult education districts. Those teachers have traditionally been paid higher salaries than K-12 teachers and other public employees. Their close relationship to the apprenticeship programs of the building trades has resulted in a salary schedule for them that reflects the substantially higher wages traditionally paid by the construction industry.

The primary problem for the arbitrator in this case is the fact that both parties have chosen to use different methods of determining their comparabilities than the districts with which they seek comparison. The Association does not include as salary the COLA payment which teachers have received in the past and will receive during the 1981-82 school year. It does not consider the longevity payments as part of the salary structure. It asserts that neither of those payments are part of the salary because there is no commitment to have them rolled into the schedule. The Employer insists on including projected increases in costs for class overloads and horizontal movement on the salary schedule in determining its costs. It then compares its costs with the costs of other districts that do not include projected increases in costs for overloads and horizontal movement. The result of the positions taken by the parties is that they are comparing apples with oranges instead of apples with apples. The data which they present is of limited value to the arbitrator in reaching a decision.

The arbitrator has tried to distill the data presented by the parties so that it can be compared with similar data from the other school districts. The

criteria set forth in Section 111.70(4)(c)(m), Wisconsin Statutes, contemplates that the comparisons will be of the same kind of data:

The Employer seeks to compare its proposal with the average salaries that will be paid teachers in comparable group A. It points out that its proposal retains the same salary ranking in comparable group A that it had during the 1980-81 school year. However the Association's proposal would also retain the same rankings in comparable group A. The Employer has always paid its teachers close to the highest of all of the districts in comparable group A and either the Employer's or the Association's proposal would keep them near the top. No evidence has been presented that would justify lowering the salary ranking of the Employer's teachers or the salary relationships that have existed between it and the other districts in comparable group A. To maintain those relationships the teachers should receive a percentage salary increase that is comparable to the percentage salary increase received by teachers in other schools in comparable group A. The total percentage increases in salary costs are appropriate comparisons to make in order to determine if the existing relationships are being maintained. Association exhibit #78 reflects the percentage increases given for the 1981-82 school year by the seven districts that have reached agreement. Six of those districts are in comparable group A and four of them border the Employer. Western Wisconsin agreed on an increase of 12.3%, Southwest agreed on an increase of 12.27%, Midstate agreed on an increase of 12.16%, Northeast agreed on an increase of 12%, Moraine Park agreed on an increase of 11.12%, District 1 agreed on an increase of 11.05%. The average increase given by those six districts is 11.81%. The percentage increase of the cost of the proposals of the Employer and the Association should be compared to those figures to determine which proposal is preferable.

The Employer has computed the percentage increase of the cost of its proposal to be 11.1% and the Association's to be 12.7%. In determining these percentages the Employer includes the COLA payment and the estimated cost of overloads, presentations, horizontal increases and travel time. The Association computes the increase in cost of its proposal to be 12.1% and that of the Employer to be 10.4%. It does not include the COLA payment or the estimated cost of overload, presentations, horizontal increases or travel time. Thus neither the Employer or the Association have used the same components for determining the percentage increases of each proposal that was used in arriving at the percentage increases of the other districts in comparable group A that have reached agreement and to which they compare themselves. The Employer includes costs not included by the other districts while the Association excludes the COLA payment which constitutes part of the total compensation that the teachers would receive. Adding the COLA payment to the figures used by the Association for determining the percentage increase produces a percentage computed in the same manner as the percentage increases of the six districts in comparable group A that have reached agreement. The increase resulting from the Association's proposal computed in that manner produces a percentage increase of 11.87% and the Employer's would be 10.2%. The average increase in costs of the six school districts in comparable group A, computed in the same manner, is 11.81%, which is very close to the 11.87% increase resulting from the Association's proposal when the increase is computed in the same manner. The 10.2% increase resulting from the Employer's proposal is 1.6% lower than the average of the six schools in the comparable group A that have reached agreement. It is slightly more than .8% lower than the lowest percentage increase of any of the districts in comparable group A that have reached agreement. The Employer's proposal would change the salary relationships that have been established between it and the six districts in comparable group A that have reached agreement. In the absence of any evidence justifying a change in those relationships the arbitrator finds

the Association's wage proposal to be preferable to that of the Employer when judged by the factors that the statute directs the arbitrator to consider. It is within the lawful authority of the municipal Employer and compares favorably with the wages of other employees of vocational, technical and adult education districts in the area who perform similar services. It reflects an increase that is fairly close to the increase in the Consumer Price Index. It is somewhat higher than the increases given to other municipal employees in the area and teachers in K-12 school districts, but that has traditionally been the situation in vocational, technical and adult education districts. The Employer has a large number of teachers with masters degrees which justifies a larger salary increase for them. Teachers in K-12 districts ordinarily do not have the large number of teachers with masters degrees.

In the 1980-81 agreement the Employer and the Association agree that the hourly rates would be \$8.00 per hour for maintenance and \$9.00 per hour for project pay. The maintenance pay rate has increased only \$1.96 per hour since 1970 and the project pay has increased \$2.96 during that same period. The Association's proposal calls for an increase of \$1.50 per hour in each category. That would represent an 18.75% increase in the maintenance pay and 16.67% increase in the curriculum pay. That is a substantial increase over the preceding year. While there is evidence that the increase over the preceding ten years was rather modest, agreement was reached on the hourly rate for each of those categories last year. In the absence of any evidence indicating that the rates are out of line with those paid by other employers for similar services, there is no justification for increases of 18.75% and 16.67%. This is particularly true in view of the fact that the teachers are requesting a 12.1% increase over the preceding year in their primary functions as teachers. The Association requests an increase in travel time pay from \$6.50 an hour to \$7.00 an hour. This represents a 7.6% increase in travel time pay over the preceding year which does not seem out of line when compared to the other salary increases sought and the increase in the cost of living. The position of the Association is the preferable position on this issue.

The Association seeks a \$50.00 semester increase for class I advisors and a \$50.00 semester increase for class II advisors. That would be a 25% increase over the preceding year for class I advisors and a 40% increase for class II advisors. The club advisor rates were increased in 1979-80 by 17% and in 1980-81 by 14% and 25%. Those were substantial increases and obviously represented some catch up. No evidence was introduced to show that the Employer's club advisors are still lagging behind other districts. The Employer has one of the highest rates paid by comparable employers. Even if some catch up pay was still in order, increases of 25% and 40% are excessive.

The arbitrator has found the Employer's position on short term project pay for maintenance and curriculum and research surveys and advisor pay scales for a Class I and Class II advisors to be preferable to that of the Association and the Association's position on travel time pay to be preferable to that of the Employer. The major item controlling the arbitrator's position has to be the proposed increase in salary. The impact of the other items is almost negligible when compared to the impact of the salary issue. The Association's proposal results in a percentage increase in salary costs that is comparable to that received by other teachers in comparable group A who have reached agreement. The percentage increase is somewhat above the average of the six districts in comparable group A that have reached agreement but it is lower than the percentage increases in four of the six districts. The proposal of the Employer is 1.6% lower than the average of the group and 2% lower than some of them. The differential in the percentage increase resulting from the Employer's proposal

when compared to the percentage increases of the other six schools in comparable group A that have reached agreement would create a substantial change in the salary relationships that exist between the Employer's teachers and the other teachers in comparable group A. There is no evidence to support such a change.

The Employer questions the validity of the Consumer Price Index as a measure of the changes in the cost of living and suggests that the Personal Consumption Expenditure is a more accurate measure. The arbitrator disagrees with that assertion because he finds the Personal Consumption Expenditure to be a moving target. While there may be some problems with the accuracy of the Consumer Price Index, it is at least a constant standard against which the cost of living can be measured. However the cost of living increase was not a significant factor in the arbitrator's decision. The primary thrust of this award is to require the Employer to pay salaries that will result in percentage increases comparable to those received by other teachers in comparable group A. No evidence was presented that would justify a catch up for the Employer's teacher nor was there any evidence indicating that they were too far out in front of other teachers in comparable group A and a salary structure should be adopted that would bring them into line. Providing the Employer's teachers with a percentage increase in salary costs that is comparable to that provided by other employers in comparable group A will retain the existing salary relationships. There is no evidence that would justify doing otherwise.

The arbitrator would like to give an admonition for both the Employer and the Association to consider if they use the arbitration process again. They should adopt a uniform method of determining costs. There is a standard for measuring costs and cost increases that is used by most employers and employee groups in vocational, technical and adult education districts, K-12 districts and other municipal employers. When each of the parties uses a different method of computing costs and increases the arbitrator is forced to select one that seems most satisfactory to him or to distill the information and create his own method of determining costs and increases as the arbitrator was forced to do here. Comparisons are of no value unless they compare the same things. When the Employer and the Association used methods of determining costs and cost increases that differed from those utilized by the districts to which they sought to be compared, they were wasting their time and the time that they took to present such information to the arbitrator. By using their own separate methods they each attempted to distort their position and the position of the other party in a way that was most favorable to them. While this may be good advocacy, it is of no value to an arbitrator. He will develop a standard and method of determining costs and cost increases based on the same rationale used by the other districts to which the parties should be compared. The result may very well be that some of the better arguments of one or both of the parties may not get the consideration they deserve. However that is the fault of the parties and the result of their attempts to distort their own position and the position of the other party.

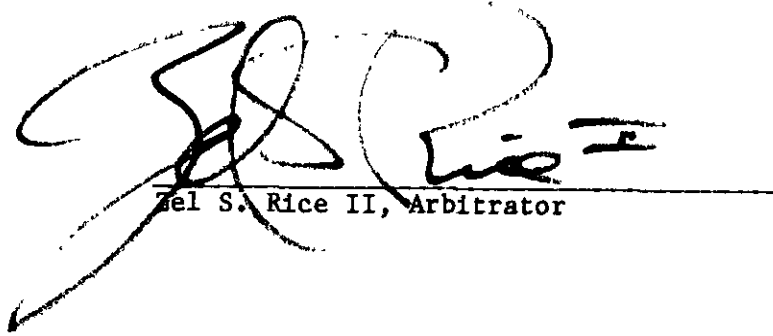
It therefore follows from the above discussion that the undersigned renders the following



FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties, the arbitrator finds that the Association's final offer is preferable to that of the Employer and directs that it be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 28th day of January, 1982.



Mel S. Rice II, Arbitrator