

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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In the Matter of the Petition of : :  
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TOMAH EDUCATION ASSOCIATION : :  
: : Case XXX  
To Initiate Mediation-Arbitration : : No. 27942  
Between Said Petitioner and : : MED/ARB-1138  
: : Decision No. 18974-A  
TOMAH AREA SCHOOL DISTRICT : :  
: :  
- - - - - x

APPEARANCES

Thomas C. Bira, Executive Director, Coulee Region United Educators, on behalf of the Association  
  
Kenneth Cole, Director, Employee Relations, Wisconsin Association of School Boards, Inc., on behalf of the District

On October 1, 1981 the Wisconsin Employment Relations Commission (WERC) appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act in the matter of a dispute existing between the above parties. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the District and the Association on December 17, 1981. Said mediation effort failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on February 26, 1982 for final and binding determination. Post hearing exhibits and briefs were filed by both parties by April 21, 1982. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.70(4)(cm), Wis. Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

The issues in dispute include the salary schedules, health insurance, long-term disability insurance, and dental insurance. During mediation the parties resolved their disputes over teacher evaluations, layoffs, and discipline (just cause). These issues have therefore been deleted from the parties' final offers.

Although the final offers reflect disputes over health insurance, long-term disability insurance, and dental insurance, the parties have only litigated the salary schedule dispute and the dispute over the total compensation package, each relying on the reasonableness of their final offers in that regard. Accordingly, the undersigned will address the issues as they have been defined and litigated by the parties. Therefore, the relative merit of the positions of the parties on specific fringe benefits in dispute will not be discussed.

The parties also disagree on what comparables should be utilized in this proceeding. Since resolution of the comparability issues may have a significant impact on the disposition of the salary schedule dispute, comparability will be initially discussed. Thereafter, the merits of the salary schedule dispute and the total compensation dispute, which are extremely interrelated, will be addressed.

COMPARABILITY

Association Position

The Association offers the South Central Athletic Conference schools as appropriate comparables in this arbitration. These schools are geographically similar and maintain a relationship among teachers and citizens through the Conference competition.

Furthermore, this alliance was recently reinforced when both Tomah and Sparta School Districts resisted the WIAA proposal to move them to another conference. This evidence of strong community desire, coupled with size and geographic factors support the use of Conference schools as comparables.

The Board proposes a set of "comparables" which are contiguous but which are generally much smaller and have teaching staffs less than half the size of Tomah's. While it may be that these smaller districts look to Tomah as a school leader, it is not likely or appropriate to work the other way around.

#### District Position

The District argues that a comparison with the South Central Athletic Conference schools is inappropriate since all of these schools have substantially more taxable property per student than Tomah. (Sparta is an exception.) Moreover, the cost per member, aid per member, and percent of costs as aid are also substantially higher or lower in most of the Conference districts.

Instead, the District urges that contiguous districts constitute a more appropriate grouping of comparables for the purpose of this proceeding.

#### Discussion

The undersigned has selected as comparable districts in the instant proceeding districts from the South Central Athletic Conference and other contiguous districts which are relatively similar in size as measured by the size of their teaching staff and pupil enrollment. All of the districts selected have agreed upon 1981-82 salary schedules. 1/ These districts are as follows: Black River Falls, Elroy-Kendall, Sparta, Pittsville, Baraboo, Wisconsin Dells, Portage, Mauston, and Reedsburg.

The following chart indicates that although these districts vary significantly in their cost/member, aid/member, percent of cost/member covered by state aid, levy rate, and equalized valuation, the District has the least cost/member of the comparable districts and in addition, it has the lowest levy rate among said districts; the percent of cost/member covered by state aid and actual aid/member is above the average of the comparable districts, and the equalized valuation is relatively close to the average among the comparables.

Based upon all the foregoing, it would appear that the comparison of the districts with the comparables selected herein is not unreasonable based upon a comparison of the relative economic resources said districts have available to support their educational programs. Considering the diversity which exists among districts in this regard, it would seem that in many respects Tomah is as close to the norm or average among the comparables as can reasonably be expected.

Contiguous Districts	Cost/Member \$	Aid/Member \$	% of Cost/Member Covered By State Aid	Levy Rate	Equalized Eval/Member \$
Black River Falls	2,187	1,142	52.21	11.60	90,150
Elroy-Kendall	2,072	1,155	55.74	11.01	83,348
Sparta	1,959	1,081	55.18	10.40	84,473
Pittsville	2,086	1,112	53.30	11.04	88,221
Conference Districts					
Baraboo	2,133	869	40.74	11.45	110,395
Wisconsin Dells	1,918	406	21.17	9.95	152,040
Portage	2,171	779	35.88	11.27	123,387
Mauston	2,117	774	35.56	11.41	117,729
Reedsburg	2,091	734	35.10	10.86	124,944
Average	2,081	895	42.72	11.	108,308
Tomah	1,848	942	50.97	9.75	92,914

SALARY SCHEDULE

Association Offer for 1981-82

Step	BA	BA+15	MA	MA+15
0	11,865	12,250	12,635	13,020
1	12,235	12,640	13,045	13,450
2	12,605	13,030	13,455	13,880
3	12,975	13,420	13,865	14,310
4	13,355	13,820	14,290	14,755
5	13,735	14,220	14,715	15,200
6	14,115	14,620	15,140	15,645
7	14,495	15,020	15,565	16,090
8	14,875	15,420	15,990	16,535
9	15,255	15,820	16,415	16,980
10	15,635	16,220	16,840	17,425
11	16,015	16,620	17,265	17,870
12	16,395	17,020	17,690	18,315
13	16,775	17,420	18,115	18,760
14	17,155	17,820	18,540	19,205
15	17,535	18,220	18,965	19,650
16	17,535	18,220	19,390	20,095

Board Offer for 1981-82

Step	BA	BA+15	MA	MA+15
0	11,925	12,325	12,825	13,025
1	12,260	12,660	13,195	13,395
2	12,595	12,995	13,565	13,765
3	12,930	13,330	13,935	14,135
4	13,275	13,675	14,310	14,510
5	13,620	14,020	14,685	14,885
6	13,965	14,365	15,060	15,260
7	14,310	14,710	15,435	15,635
8	14,655	15,055	15,810	16,010
9	15,000	15,400	16,185	16,385
10	15,345	15,745	16,560	16,760
11	15,690	16,090	16,935	17,135
12	16,035	16,435	17,310	17,510
13	16,380	16,780	17,685	17,885
14	16,725	17,125	18,060	18,260
15	17,070	17,470	18,435	18,635
16			18,810	19,010

There is about a \$63,000 difference between the parties' final offers utilizing the 1980-81 staff as a constant basis for comparison.

## SALARY SCHEDULE AND TOTAL COMPENSATION

### Association Position

A review of 1980-81 rankings indicates that Tomah ranked next to last in all categories except the BA Maximum among Conference schools. Even the BA Max position is misleading, however, since it is the result of a longer BA column - not the quality of the pay rates.

It is further noted that the Board's proposed improvement at the MA Base is insignificant since that step is the least used position on the salary schedule. On the other hand, the Schedule Maximum, reflecting the salary earned by the most experienced and highly trained teachers, has been one of Tomah's weaknesses. The Board offer would allow further erosion at this point.

In sum, the Association's proposal is more reasonable since it emphasizes improvement at the schedule steps where teachers spend the greatest portion of their employment career. This can be contrasted with the Board's offer which provides increases for the beginning levels at the expense of veteran teachers who would continue to rank low, be paid low, and fall increasingly behind comparable districts.

The Association also points out that the Tomah School District has given significant salary increases to already highly paid administrators. Increases for 1981-82 administrative salaries were more than 10% for the superintendent and District principals. This is contrasted with a 6.75% increase for the teachers in the Board's final offer and a 8.66% increase in the Association's offer.

The cost of living as reflected in the Consumer Price Index, also supports the Association's final offer. This increase during the 1980-81 contract period was 9.6% for all U.S. urban consumers. Regional figures - Milwaukee and Minneapolis/St. Paul - were even higher at 11.3% and 12.1% respectively. Since these nearby cities more accurately represent the consumer price increases in the Tomah area, they are more appropriate for the arbitrator's consideration in this case.

The total cost of fringe benefits among the Conference schools shows that Tomah spends significantly less than the average district on fringes. Thus, the Board's argument that dental insurance is a substantial benefit not provided by all employers, is really irrelevant.

When Tomah is ranked with Conference schools based on salary and benefit totals, the significant changes are at the Schedule Maximum where the Board reduces the rank to last, and the BA Maximum, where the Association's offer improves Tomah's rank from fourth to third. The MA Base rank changes are insignificant since no one in Tomah is presently on that step nor likely to be.

Compared to the other Conference schools, Tomah's total package offer is either no better or substantially lower than any of the others. Furthermore, the Association proposal provides more equity for veteran teachers.

Even when the Board's contiguous comparables are used, the Board's offer reduces Tomah's ranking one position at every level except the BA Max. By contrast, the Association's proposal more closely aligns itself with the 1980-81 rankings.

Comparing total compensation offers, the Board proposal would drop Tomah's rank from its average position in 1980-81 to below average in every single benchmark for 1981-82.

In sum, the data clearly shows that the Employer's offer is deficient even when using the District's own comparables.

The School District of Tomah has budgeted controllable costs which are over one million dollars below the cost control limit. Further, the State of Wisconsin provides nearly 51% of the funds necessary to run the District, while Tomah has the lowest tax levy among the

Conference schools and also the lowest tax rate among contiguous districts.

Finally, the District's assets were incorrectly stated by the Board, and in reality, amounted to \$122,157 more than stated for the beginning of the 1981-82 school year.

When it is noted that the Board's "worst case" scenario projects a deficit of \$130,605, it is reasonable to assume that the "true deficit" in this "worst case" would really amount to an excess of more than \$17,000.

Thus, the facts reveal that Tomah does not have an ability to pay problem at all- merely an unwillingness to pay.

#### District Position

The Board offer maintains or improves the District's rank among contiguous comparables at all positions except the Schedule Maximum. Since only two teachers are at that point on the schedule and only six in the schedule maximum lane, this rank is of little significance.

It is further noted that some district settlements in the area are the product of salary "catch up" and therefore tend to distort the comparisons as well.

Finally, the District argues that its 1980-81 increases were some of the largest among the contiguous districts, resulting in substantial rank improvement in every category. The Board believes that these significant strides for the 1980-81 contract year help to justify its more modest proposal for 1981-82, particularly in the face of the District's current financial situation.

In essence, the Board maintains that it is not in a position to finance the Association's proposal since it would eliminate the District's operating balance and would result in deficit spending. On the other hand, the District can demonstrate that, with the use of contiguous districts as comparables, the Board offer leaves the relative position of the Tomah School District unchanged for the 1981-82 school year.

The Tomah School District has a past practice of maintaining an operating balance of \$500,000 which this year was to be maintained with the aid of a 15.4% increase in taxes, plus a reduction in expenditures. However, state aid changes and deferred tax increases threaten to drastically reduce this balance and create a deficit of possibly nearly \$200,000.

The Association has tried to show that District funds are sufficient to meet the Association's offer, but their data is not current or accurate. Some of these misconceptions result from the shift to the new state-mandated fund accounting system which alters expenditure patterns from those of prior years.

Essentially, the Board contends that the 15% property tax increase and the already implemented staff and program cuts clearly demonstrate the financial strain which the District faces.

CHART 1  
BA BASE

	<u>80/81</u> <u>\$</u>	<u>81/82</u> <u>\$</u>	<u>% Increase</u>	<u>\$ Increase</u>
Black River Falls	10,700	11,560	8.0	860
Elroy-Kendall	11,020	11,950	8.4	930
Sparta	11,025	12,000	8.8	975
Pittsville	10,800	11,700	8.3	900
Baraboo	11,550	12,450	7.8	900
Wisconsin Dells	Not Available			
Portage	10,850	11,850	9.2	1,000
Mauston	11,000	12,000	9.1	1,000
Reedsburg	11,000	12,100	10.0	1,100
Average	11,008	11,951	8.7	958
Tomah	10,925	Bd. 11,925 Asn. 11,865	Bd. 9.2 Asn. 8.6	Bd. 1,000 Asn. 940
+/- Average	- 83	Bd.- 26 Asn.- 86	Bd. + .5 Asn. - .1	Bd.+ 42 Asn.- 18
Ranking out of 9	6	Bd. 6 Asn. 6		

CHART 2  
BA - 7th STEP

	<u>80/81</u> <u>\$</u>	<u>81/82</u> <u>\$</u>	<u>% Increase</u>	<u>\$ Increase</u>
Black River Falls	13,268	14,332	8.0	1,064
Elroy-Kendall	13,480	14,410	6.9	930
Sparta	13,575	14,450	6.4	875
Pittsville	13,110	14,400	9.8	1,290
Baraboo	13,976	15,065	7.8	1,089
Wisconsin Dells	13,876	14,901	7.4	1,025
Portage	13,454	14,694	9.2	1,240
Mauston	12,950	14,100	8.9	1,150
Reedsburg	13,055	14,500	11.1	1,445
Average	13,466	14,539	8.4	1,123
Tomah	12,935	Bd. 13,965 Asn. 14,115	Bd. 8.0 Asn. 9.1	Bd. 1,030 Asn. 1,180
+/- Average	- 531	Bd. - 574 Asn. - 424	Bd. - .4 Asn. + .7	Bd. - 93 Asn. + 57
Ranking out of 10	10	Bd. 10 Asn. 9		

CHART 3  
BA MAXIMUM

	80/81 \$ (Steps)	81/82 \$ (Steps)	% Increase	\$ Increase
Black River Falls	15,408 (12)	16,642 (12)	8.0	1,234
Elroy-Kendall	14,770 (10)	15,700 (10)	6.3	930
Sparta	16,625 (14)	18,000 (14)	8.3	1,375
Pittsville	15,613 (15)	17,325 (15)	11.0	1,712
Baraboo	16,805 (14)	18,115 (14)	7.8	1,310
Wisconsin Dells	16,136 (11)	17,410 (12)	7.9	1,274
Portage	16,926 (15)	18,486 (15)	9.2	1,560
Mauston	14,900 (13)	16,200 (13)	8.7	1,300
Reedsburg	14,650 (11)	16,100 (11)	9.9	1,450
Average	15,759	17,109	8.6	1,349
Tomah	15,995	Bd. 17,070 (17) Asn. 17,535 (17)	Bd. 6.7 Asn. 9.2	Bd. 1,075 Asn. 1,540
+/- Average	+ 236	Bd.- 39 Asn.+ 426	Bd.-1.9 Asn.+ .6	Bd.- 274 Asn.+ 191
Ranking out of 10	5	Bd. 6 Asn. 4		

CHART 4  
MA BASE

	80/81 \$	81/82 \$	% Increase	\$ Increase
Black River Falls	11,556	12,484	8.0	928
Elroy-Kendall	11,570	12,700	9.8	1,130
Sparta	11,625	12,675	9.0	1,050
Pittsville	11,675	12,825	9.9	1,150
Baraboo	12,150	13,050	7.4	900
Wisconsin Dells	Not Available			
Portage	11,800	12,800	8.5	1,000
Mauston	11,600	12,700	9.5	1,100
Reedsburg	11,800	12,900	9.3	1,100
Average	11,722	12,767	8.9	1,045
Tomah	11,625	Bd. 12,825 Asn. 12,635	Bd. 10.3 Asn. 8.6	Bd. 1,200 Asn. 1,010
+/- Average	- 97	Bd.+ 58 Asn.- 132	Bd.+1.4 Asn.- .3	Bd.+ 155 Asn.- 35
Ranking out of 9	5/6	Bd. 3/4 Asn. 8		

CHART 5  
MA - 10th STEP

	80/81 \$	81/82 \$	% Increase	\$ Increase
Black River Falls	15,714	16,975	8.0	1,261
Elroy-Kendall	15,320	16,450	7.4	1,130
Sparta	15,875	17,025	7.2	1,150
Pittsville	15,140	16,875	11.5	1,735
Baraboo	17,071	18,335	7.4	1,264
Wisconsin Dells	16,317	17,573	7.7	1,256
Portage	16,048	17,408	8.5	1,360
Mauston	14,795	16,300	10.2	1,505
Reedsburg	15,445	17,400	12.7	1,955
Average	15,747	17,149	9.0	1,402
Tomah	14,970	Bd. 16,185 Asn. 16,415	Bd. 8.1 Asn. 9.7	Bd. 1,215 Asn. 1,445
+/- Average	- 504	Bd.- 964 Asn.- 734	Bd. - .9 Asn. + .7	Bd. - 187 Asn. + 43
Ranking out of 10	5	Bd. 10 Asn. 9		

CHART 6  
MA MAXIMUM

	80/81 \$ (Steps)	81/82 \$ (Steps)	% Increase	\$ Increase
Black River Falls	17,562 (14)	18,971 (14)	8.0	1,409
Elroy-Kendall	17,620 (15)	18,750 (15)	6.4	1,130
Sparta	18,675 (16)	20,525 (16)	9.9	1,850
Pittsville	16,488 (15)	18,450 (15)	11.9	1,962
Baraboo	19,805 (15)	21,272 (15)	7.4	1,467
Wisconsin Dells	19,719 (16)	21,348 (17)	8.3	1,629
Portage	18,408 (15)	19,968 (15)	8.5	1,560
Mauston	16,925 (16)	18,700 (16)	10.5	1,775
Reedsburg	17,890 (15)	19,900 (15)	11.2	2,010
Average	18,121	19,765	9.1	1,644
Tomah	17,595 (17)	Bd. 18,810 (17) Asn. 19,390 (17)	Bd. 6.9 Asn. 10.2	Bd. 1,215 Asn. 1,795
+/- Average	- 526	Bd.- 955 Asn.- 375	Bd.-2.2 Asn.+1.1	Bd. - 428 Asn. + 151
Ranking out of 10	7	Bd. 7 Asn. 6		



CHART 7  
SCHEDULE MAXIMUM

	80/81 \$ (Steps)	81/82 \$ (Steps)	% Increase	\$ Increase
Black River Falls	19,030 (16)	20,555 (16)	8.0	1,525
Elroy-Kendall	17,730 (15)	18,900 (15)	6.6	1,170
Sparta	19,075 (16)	20,975 (16)	10.0	1,900
Pittsville	16,663 (15)	18,675 (15)	12.0	2,012
Baraboo	20,620 (15)	22,087 (15)	7.1	1,467
Wisconsin Dells	19,973 (16)	21,624 (17)	8.3	1,651
Portage	18,858 (15)	20,418 (15)	8.3	1,560
Mauston	17,375 (16)	19,375 (16)	11.5	2,000
Reedsburg	18,300 (15)	20,100 (15)	9.8	1,800
Average	18,625	20,301	9.1	1,676
Tomah	17,795 (17)	Bd. 19,010 (17) Asn. 20,095 (17)	Bd. 6.8 Asn. 12.9	Bd. 1,215 Asn. 2,300
+/- Average	- 830	Bd.- 1,291 Asn.- 206	Bd.-2.3 Asn.+3.8	Bd. - 461 Asn. + 624
Ranking out of 10	7	Bd. 8 Asn. 7		

Chart 1 indicates that at the BA base, in terms of comparability, there is not a sufficiently appreciable difference between the parties' proposals, either in terms of the size of the proposed increase or in the actual salaries, for the undersigned to give preferential consideration to either final offer.

At the BA 7th step, which is reflected in Chart 2, although both final offers are relatively close to the average increase granted in comparable districts, the Association's proposal brings the District slightly more into line with comparable salaries than does the District's, and accordingly, the Association's proposal is deemed to be the more reasonable of the two at this benchmark.

Chart 3 indicates that at the BA maximum, the Association's proposal is more in accord with the increases granted in comparable districts than the District's, and in addition, although it slightly improves the District's relative ranking and the relationship between the District's salary and the comparable average, it does not sufficiently alter either to negate the reasonableness of the proposal. Accordingly, the Association's proposal is deemed to be the more reasonable of the two at this benchmark as well.

Chart 4 indicates that at the MA base, although the Association's proposal is closer to the average increase granted in comparable districts than is the District's, the District's proposal is closer to the average salary in comparable districts, and in addition, it alters the District's ranking among comparables less than does the Association's proposal. Accordingly, the District's proposal is deemed to be the more reasonable of the two at this benchmark.

Chart 5 indicates that at the MA 10th step, the Association's proposal is slightly closer to the average increase granted in comparable districts than the District's, and in addition, the Association's proposal results in less loss of ground, both in terms of ranking and the relationship between the District's salary and the comparable average, than would occur under the District's proposal. Accordingly, the Association's proposal is deemed to be the more reasonable of the two at this benchmark.

Chart 6 indicates that at the MA maximum, the Association's proposal is closer to the comparables than is the District's, both in terms of the size of the proposed increase and in terms of the relationship between the District's salary and the salary average of the comparables. Therefore, the Association's proposal is more reasonable than the District's in this regard.

Chart 7 indicates that at the Schedule maximum, the District's proposal, in terms of comparability, is unreasonably low, while the Association's proposal appears to be somewhat excessive under the circumstances. Accordingly, neither proposal will be given preferential consideration at this benchmark.

The foregoing analysis indicates that in terms of comparability, the Association's salary proposal is preferable to the District's at four of the seven benchmarks, the District's is preferable at one, and neither proposal is preferable at two. Accordingly, on the basis of comparability, the Association's salary proposals is the more reasonable of the two.

Having so found, the undersigned must address the issue raised by the District pertaining to its ability to finance the Association's proposal.

As indicated above, utilizing the 1980-81 staff as a constant base of comparison, the difference in cost between the two parties' total compensation proposals is approximately \$63,000. However, more pertinent to the District's ability to pay argument is the actual difference in the cost of implementing the two proposals, which reflects the differences between the District's 1980-81 staff and 1981-82 staff. That difference would appear to be about \$56,000 to \$57,000.

It is clear that for budgetary reasons, the District has engaged in significant cost cutting measures affecting the quality of its educational program. In addition, it has had to significantly increase taxes at the same time. Even with these budgetary reductions and increased taxes, the District, at the time of the instant proceeding, was uncertain as to whether it would experience budgetary shortfalls for 1981-82, even if its final offer were adopted. If the District's offer were selected, the District's evidence indicates that it would experience at least a substantial reduction in its normal and preferred operating balance, with a possibility of a budget deficit that would have to be made up in 1982-83. If the Association's offer were selected, the District's budgetary cost estimates, based upon the use of a constant 1980-1981 staff, project certain deficits, of an uncertain amount, which would again have to be made up in 1982-83.

Unfortunately, the evidence pertaining to this issue which has been presented by both parties can best be described as incomplete. Such evidence, which is extremely complex and detailed, was not adequately explained through the litigation process, which has resulted in a record with many refuted facts which the undersigned has insufficient information to resolve. Based upon the record presented however, the undersigned believes that it is fair to conclude that the District will most certainly have a significantly reduced operating budgetary balance at the end of the 1981-82 year, whichever final offer is selected. Furthermore, a budget shortfall may occur at the end of said year in either case, although the likelihood that such a shortfall will occur is by no means certain. In addition, it appears likely that such a shortfall will not require long-term deficit financing by the District.

The foregoing conclusions, which are based at least in part upon speculation and refuted facts, are not sufficient in the undersigned's opinion to justify the selection of the less comparable final offer in this proceeding. Though it is clear that the District has been attempting to exercise fiscal restraint to deal with projected revenue shortfalls, there has not been a clear and persuasive showing that selection of the Association's final offer would appreciably harm the District in this respect. In fact, it is not even clear to the undersigned, based upon the evidence and arguments submitted, that selection of the Association's final offer will necessarily result in any deficit financing, even on a short-term basis. As indicated above, all that seems to be assured is that the District's preference for retaining an approximate \$500,000 operating balance will not be achievable for 1981-82, no matter which final offer is selected.

Although it must be conceded that the retention of such a balance is a desirable objective, the fact that it cannot do so at this time does not place the District in an unusual position when it is viewed in the context of other comparable school districts. In fact, relatively speaking, the District's taxpayers are moderately well off, at least in terms of relative levy rates in comparable districts. 2/

In the same regard, if the District is required to make up some 1981-82 deficits in 1982-83, based upon the levy rates and costs per member in comparable districts, it would appear that there is substantial room for the District to move in this regard economically without losing its relatively advantageous position among comparable districts.

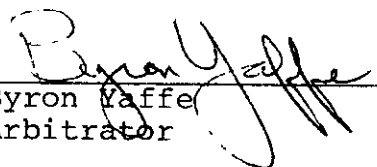
While it would not be desirable for the undersigned to second guess the Board's taxing and spending priorities and objectives, on the basis of the record presented herein, the District's current economic status does not support its contention that it cannot reasonably afford implementing the Association's final offer. Although cuts in spending have been deemed necessary and/or desirable by the Board, it is not clear that implementation of a comparable salary schedule and total compensation package will necessitate additional cuts in educational programs, long-term deficit financing, or increases in taxes which are inequitable in terms of comparability or which are clearly politically untenable. Absent clear and persuasive evidence that such would be the result, the Association's proposal, which has been found to be the more comparable of the two submitted herein, continues to merit preference in the instant proceeding.

With respect to the total compensation package, including fringe benefits, proposed by both parties, there has been no persuasive showing by either party that the fringe benefit package proposals are sufficiently distinguishable from the comparables to justify a finding herein that either party's final offer should be selected based upon such comparison. In fact, as indicated above, the parties have not litigated the relative merit of their specific fringe benefit proposals. Instead, they have litigated the relative merit of their proposed salary schedules and total compensation packages. In effect, the parties have based their case upon the comparability of their salary proposals and the District's ability to pay for the total compensation package proposed by both. Having found that the Association's salary proposal is the more comparable of the two and that the District has failed to persuasively demonstrate that it cannot afford the Association's total compensation package, the undersigned deems the Association's total final offer to be the more reasonable of the two. Therefore, based upon all of the foregoing, the undersigned renders the following

#### ARBITRATION AWARD

The final offer of the Association, as modified by the deletion of certain issues agreed to during the course of the instant proceeding, shall be incorporated into the parties' 1981-82 agreement.

Dated this 4<sup>th</sup> day of June, 1982 at Madison, Wisconsin.

  
Byron Yaffe  
Arbitrator

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2/ Based upon 1980-81 data which was presented in the instant proceeding.